

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF <b>1 of 105</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER <b>VA786-14-R-0291</b>	
6. SOLICITATION ISSUE DATE <b>08/11/2014</b>		7. FOR SOLICITATION INFORMATION CALL: a. NAME <b>Eric D. Washington, Sr. <a href="mailto:Eric.Washington@va.gov">Eric.Washington@va.gov</a></b>		b. TELEPHONE NO. (No Collect Calls) <b>540-658-7215</b>		8. OFFER DUE DATE/LOCAL TIME <b>08/15/2014@2PM</b>	
9. ISSUED BY Department of Veterans Affairs National Cemetery Administration NCA Contracting Service (41D3A) 75 Barrett Heights Rd, Suite 309 - ATTN: Eric Washington, Sr. Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <b>100</b> % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: <b>236220</b> SIZE STANDARD: <b>\$33.5 Million</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO Washington Crossing National Cemetery 830 Highland Road Newton, PA 18940-2902 215-504-5610(P), Ext.203			
16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration NCA Contracting Service (41D3A) 75 Barrett Heights Rd Stafford VA 22556				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center  P.O. Box 149971 Austin TX 78714-8971				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>  25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Eric D. Washington, Sr.		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00786  
Department of Veterans Affairs  
National Cemetery Administration  
NCA Contracting Service (41D3A)  
75 Barrett Heights Rd, Suite 309  
Stafford VA 22556

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

☒ 52.232-34, Payment by Electronic Funds Transfer -  
Other than Central Contractor Registration, or  
☐ 52.232-36, Payment by Third Party

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

a. Quarterly ☐  
b. Semi-Annually ☐  
c. Other [Monthly]

**4. GOVERNMENT INVOICE ADDRESS:**

All invoices from the contractor shall be sent electronically by following instruction as stated at website: <http://www.fsc.va.gov/einvoice.asp> See VAAR clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012).

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

The pre-award questions period ends at 1pm on 08/12/2014. The due date for proposals remains 08/15/2014. Please submit questions to Eric D. Washington, Sr. [Eric.Washington@va.gov](mailto:Eric.Washington@va.gov) and or Gina Accardo [Gina.Accardo@va.gov](mailto:Gina.Accardo@va.gov) No questions will be answered by phone calls and no questions will be accepted after that date. (All questions and answer will be posted to FBO).

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR PROVISION 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH b, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD AND THE INFORMATION SHALL BE FORWARDED TO THE ADDRESS IN BLOCK 9.

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

**6. NOTICE TO PROSPECTIVE CONTRACTOR(S):** Prospective awardees **MUST** be registered with SAM at <http://www.sam.gov>, **Prior to Award** and through final payment, and the Online Representations and Certifications Application (ORCA) at <http://www.sam.gov> prior to award and through final payment. **Contract will not be awarded until SAM registration has been completed.**

**1. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.** <https://www.vendorportal.ecms.va.gov>

2. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at [VA.Acquisition.Systems@va.gov](mailto:VA.Acquisition.Systems@va.gov). Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.

3. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, **Eric D. Washington, Sr.** at [Eric.Washington@va.gov](mailto:Eric.Washington@va.gov) as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered **non responsive** and the CD version of the proposal will not be accepted.

4. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal shall be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For

example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified and labeled as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

5. The proposal package should contain the following:

- SF-1449 with completed blocks 17a & 30(a, b & c) and fill in the DUNS, Tax I.D., and Email on the SF1449 form
- Acknowledgement of any Amendments...this page (above).
- Price Proposal for all items in the Schedule of Prices.
- Past Performance Questionnaire. Fill out and return with Proposal Package.
- Technical proposal (see FAR Clause 52.212-2 "Evaluation – Commercial Items", addendum to 52.212-2 on and additional instruction to offerors.
  1. **One copy of the technical proposal should NOT identify any of the company's name, address or logo.**
- Completed FAR Provision 52.212-3 "Certifications and Representations" and indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.
- Required Licenses, Bonding, Insurance, Resumes, etc.; also the Department of Veterans Affairs reserves the right to request all potential vendor be bonded before awarding this contract. The Government reserves the right to request performance and payment bonding as a condition for contract award.

**Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found Technically Unacceptable.**

**7. MISSING PAGES:** It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation / Contract / Order for Commercial Items.

**8. ACQUISITION: Total (100%) Service Disabled Veteran Owned Small Business Set-Aside:** This is a solicitation for commercial items prepared in accordance with the format in FAR 12.3. The contract will be awarded by Government to furnish Irrigation System Maintenance services. All quantities shown in the schedule are estimated. Therefore, there is no guarantee, stated or implied, as to the actual quantities that will be purchased under this contract. See Part III, Clause FAR 52.216-21, Requirements (OCT 1995).

In accordance with FAR 12.101, to furnish Irrigation System Maintenance services requested in this solicitation are commercial item services that are used by commercial sector/private industry cemeteries throughout the United States.

The government anticipates awarding this solicitation as a fixed-price contract. The services provided in the contract will involve non-personal services. The personnel rendering the services of the contract are not subject, either by contract terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

**9. TYPE OF CONTRACT:** This is a **fixed-price** contract in accordance with FAR 52.216-1 Type of Contract. Furnish Irrigation System Maintenance services involve non-personal services.

**10. CONTRACT AWARD:** The contract will become effective as soon as practical with no additional cost to the Government for any elapsed time from the original effective date. It is also, understood and agreed that the effective date of this contract will be contingent upon the availability of appropriated funds and in the event appropriations are not available. **The contractor shall complete all work within 120 calendar days after date of award.**

**11. CONTRACT TERMS:** The term of this contract shall be for a period from Date of Award through one hundred twenty days after date of award. Delivery of all items under this contract is FOB Destination and is subject to inspection and acceptance by the VA Contracting Officer's Representatives (COR).

**12. AUTHORITIES OF GOVERNMENT PERSONNEL:** Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as the Contracting Officer's Representatives (COR).

**13. CONTRACTOR'S FOREMAN/SUPERVISOR:** Contractor must provide an English Speaking Foreman/Supervisor at all times while performing the duties of the contract. This is to ensure proper communication between the Contractor and COR.

**14. SITE VISIT:** Offerors are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after contract award. All prospective offeror's are encouraged to visit the **Washington Crossing National Cemetery (WCNC)** for a tour of the grounds and to inspect the HVAC area to be repaired. No dates have been established for the site visit, all vendors must contact WCNC to arrange any site visit. **Prospective offerors shall contact Gina M. Accardo COR, 215-504-5610, Ext. 202 or Gregory Whitney, Director 215-504-5610, Ext. 203 to schedule their visit prior to submitting offers.**

**15. POST AWARD CONFERENCE:** Prior to commencement of work, contractor shall make an appointment for a conference with the COR to assure that all parties understand all contractual obligations and the role that each party serves.

**16. AGENTS/BRANCHES:** If the offeror maintains agents/branches, the Department of Veterans Affairs is to be provided with a list containing any information necessary indicating how and with whom orders are to be placed.

**17. FEDERAL HOLIDAYS:**

January	New Year's Day, Martin Luther King's Birthday
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans Day, Thanksgiving Day
December	Christmas Day

**Including any other day specifically declared by the President of the United States to be a national holiday.**

**18. LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:**

This contract includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside.

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



## B.2 Price/Cost Schedule

### SCHEDULE OF PRICES:

All work shall be performed in accordance Description/Specifications contained herein. The itemized services listed below are an estimated maximum amount. Monthly billing and payment will be on an "as-needed/as-used" basis only, and will include only the work activities that have been authorized by the Contracting Officer Representative (COR) and have actually occurred during the monthly billing cycle. There is no guarantee, stated or implied, as to the actual quantities that will be purchased under this contract.

### PRICE SCHEDULE

CLIN	DESCRIPTION	QTY	UNIT	TOTAL PRICE
001	Contractor shall provide all labor, equipment, material and supervision necessary to perform design and subsequent construction work to implement the HVAC System Commissioning Corrections as identified in the Washington Crossing National Cemetery HVAC Study Report, dated 05 November 2013. This work is to be completed for the existing Administration / Public Information Center located at Washington Crossing National Cemetery.	1	JOB	\$ _____
002	Contractor shall provide all labor, equipment, material and supervision necessary to perform design and subsequent construction work to implement the HVAC System Commissioning Corrections as identified in the Washington Crossing National Cemetery HVAC Study Report, dated 01 FEBRUARY 2014. This work is to be completed for the existing Maintenance Building located at Washington Crossing National Cemetery.	1	JOB	\$ _____
	<b>TOTAL PROJECT COST:</b>			\$ _____

Duration: Term of the contract shall be one hundred twenty days (120 days) from date of award. The Contractor shall complete all work within 120 calendar days after receipt of Notice of Award - subject to all terms, conditions, provisions and schedules of the contract.

<b>Performance and payment Bond</b> <b>- Do not get the bond just</b> <b>estimate bond price.</b>	<b>1</b>	\$ _____
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**(END OF PRICE SCHEDULE)**

## B.3 DESCRIPTION/SPEC

### SPECIFICATIONS/WORK STATEMENT

#### 1.0 Background

Washington Crossing National Cemetery currently has an Administration/Public Information Center (PIC), and Maintenance Buildings that receive Heating and Air Conditioning from an existing HVAC system. Despite the existing HVAC system in the buildings, occupants experience a high level of humidity. There has never been proper testing, adjustment, and balancing performed on the existing HVAC system and there was no building commissioning performed during the initial construction.

Currently the existing HVAC system does not provide necessary, consistent, reliable heating and air conditioning to all buildings (Administration and Maintenance) to maintain occupant comfort. This project is necessary to optimize the HVAC system operational performance both in terms of quality and cost.

#### 2.0 Applicable Documents

VA has adopted the latest edition of the following codes and standards as a minimum for all projects performed in the modernization, alteration, addition, or improvement of its real property and the construction of new structures. VA design Manuals and Master Specifications specify other codes and standards that VA follows on its projects:

- VA Directives, Design Manuals, Master Specifications, VA National CAD Standard Application Guide, and other Guidance on the Technical Information Library (TIL) (<http://www.cfm.va.gov/til/>).
- International Building Code (IBC) (Only when specifically referenced in VA Design Documents, see notes below)
- NFPA 101 Life Safety Code (see notes below)
- NFPA National Fire Codes with the exception of NFPA 5000 and NFPA 900
- Occupational, Safety and Health Administration (OSHA) Standards.
- VA Seismic Design Requirements, H-18-8
- National Electrical Code (NEC)
- International Plumbing Code (IPC)
- Safety Code for Elevators and Escalators, American Society of Mechanical Engineers (ASME) A 17.1.
- ASME Boiler and Pressure Vessel Code
- ASME Code for Pressure Piping

- Architectural Barriers Act Accessibility Standards (ABAAS) including VA supplement, Barrier Free Design Guide (PG-18-13)
- Building Code Requirements for Reinforced Concrete, American Concrete Institute and Commentary (ACI 318)
- Manual of Steel Construction, Load and Resistance Factor Design Specifications for Structural Steel Buildings, American Institute of Steel Construction (AISC)
- Energy policy Act of 2005 (EP Act)
- DOE Interim Final Rule: Energy Conservation Standards for New Federal, Commercial and Multi-Family High-Rise Residential Buildings and New Low-Rise Residential Buildings, 10 CFR Parts 433, 434 and 435.
- Federal Leadership in High Performance and Sustainable Buildings: Memorandum of Understanding (MOU)
- Executive Order 13423: Strengthening Federal Environmental, Energy, and Transportation Management.
- The Provisions for Construction and Safety Signs. Stated in the General Requirements Section 01010 of the VA Master Construction Specification.
- Ventilation for Acceptable Indoor Air Quality – ASHRAE Standard 62.1- 2004.
- Safety Standard for Refrigeration Systems – ASHRAE Standard 15 – 2007.

**Local Codes:** As an agency of the federal government, VA is not subject to local imposition of code enforcement procedures (drawing reviews, building permits, inspections, fees, etc.). VA must function as the Authority Having Jurisdiction (AHJ) and thus has the responsibility to guard public health and safety through enforcing its adopted codes. However, local authorities should be notified about planned projects and given opportunity to review drawings provided that VA does not pay for review or inspection fees.

#### NOTES:

1. NFPA 101 primarily addresses life safety and fire protection features while the IBC addresses a wide range of considerations, including, but not limited to, structural strength, seismic stability, sanitation, adequate light and ventilation, and energy conservation. VA buildings must meet the requirements of NFPA 101 and documents referenced by NFPA 101 in order to comply with the accreditation requirements of The Joint Commission. Therefore, designs shall comply with the requirements of the latest edition of NFPA 101 and documents referenced therein. Design features not addressed by NFPA 101 or documents referenced therein shall comply with the requirements of the latest edition of the IBC or as otherwise addressed above in this Program Guide. For design features that are addressed by both the IBC as well as NFPA 101 or a document referenced by NFPA 101, the requirements of NFPA 101 or the document referenced by NFPA 101 shall be used exclusively (this applies even if the IBC requirements are different).
2. Conflicts between Nationally Recognized Codes and Standards and VA Requirements – Should a conflict exist between VA requirements and VA adopted nationally recognized codes and standards, the conflict shall be brought to the attention of VA. The resolution of the conflict shall be made by the authority having jurisdiction for VA to ensure a consistency system wide.

### 3.0 Scope of Work

Contractor shall provide all labor, equipment, material and supervision necessary to perform design and subsequent construction work to implement the HVAC System Commissioning Corrections as identified in the Washington Crossing National Cemetery HVAC Study Reports, dated 05 November 2013 and 01 FEBRUARY 2014. This work is to be completed for the existing Administration/Public Information Center and Maintenance Buildings located at Washington Crossing National Cemetery, 830 Highland Road, Newtown, PA 18940-2902.

Work includes but is not limited to the following:

#### Commissioning Corrections – Administration/PIC Building

- 1) Perform Design review for the following:
  - Installation for Return Ductwork / Registers in Hallway and Vestibule areas.
  - Adjusted Balancing criteria for all (3) systems
  - Ventilation for the above ceiling unconditioned space.
- 2) Re-investigate - Original Design for Outside Air Criteria – Windows vs. Mechanical means
- 3) Rebalance all (3) Water Source Heat Pump (WSHP) units to design parameters.
- 4) Have all ductwork / connecting joints above ceiling checked & sealed.
- 5) Modify filter access to allow for proper maintenance of WSHPs
- 6) Remove and Replace In-line Pump – P-1
- 7) Remove and Replace one (1) broken pressure gauge
- 8) Verify controls, components, Sequence of Operations (SOO) for proper control of equipment.
- 9) Re –test, monitor and re-evaluate conditions when all are completed.
- 10) Water Treatment – Obtain or provide water treatment for HVAC systems as required by manufacturer and industry standards to prolong longevity of the equipment and to maintain equipment warranty.

#### Commissioning Corrections – Maintenance Building

- 1) Perform Design review for the following:
  - Installation for Return Ductwork / Registers in Hallway, Mud room, Vestibule areas.
  - Adjusted Balancing criteria for both (2) systems and account for the exhaust/ventilation system
  - Control measures for Ventilation for the above ceiling unconditioned space.
  - Supplemental heating for the areas served by the ductless split system heat pump units.
  - Installation of Unit heaters in bay area. Confirm proper sizing for this area.
- 2) Re-investigate - Original Design for Outside Air Criteria– Windows vs. Mechanical means
- 3) Rebalance two (2) WSHP units to design parameters.
- 4) Seal all ductwork and unit components above unconditioned ceiling level.
- 5) Clean the ductwork, diffusers, and ceiling tile around these items. Replace clogged filters.
- 6) Replace filter in grilles.
- 7) Add a “Pre-Filter” in the ceiling grid grill and place an additional filter at the unit into the

manufacturer's unit filter.

- 8) Verify controls, components, SOO for proper control of equipment.
- 9) Install ceiling in Pump Room area to control infiltration of unconditioned air entering that room and leaking into occupied space and also protect water side components in that area.
- 10) Check Ductless Split systems for proper operation. Find cause of condenser freezing up and not operating as designed.
- 11) Install disconnect at each High Bay Heater unit to comply with code, safety and serviceability requirements.
- 12) Install insulation above Foreman's Office to control unconditioned air to relief supply diffusers sweating on humid days during cooling mode and dripping to occur due to configuration and location of ductwork and diffusers. They are currently in their own concreted area by design for the bump out on that side of building.
- 13) Re –test, monitor and re-evaluate conditions when all are completed.
- 14) Water Treatment – Obtain or provide water treatment for HVAC systems as required by manufacturer and industry standards to prolong longevity of the equipment and to maintain equipment warranty.

#### **4.0 Performance Details**

4.1 The Contractor shall complete all work within 120 calendar days after receipt of Notice to proceed, subject to all terms, conditions, provisions and schedules of the contract.

4.2 The Contractor's place of performance is at Government facilities.

##### **4.3 Travel**

4.3.1 The Government anticipates Contractor travel under this effort to perform the tasks associated with the SOW, as well as to attend program-related meetings, conferences and draft request for progress payment meetings with the COR, throughout the period of performance. The Contractor shall include all estimated travel costs within the firm fixed price line items. These costs will not be directly reimbursed by the Government.

##### **4.4 Work Hours at Government Facilities**

4.4.1 Work may be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. At the Contractor's request; with prior coordination with the cemetery director and with the written permission of the COR; work will also be permitted to be scheduled for weekends and/or Holidays, only in the following situations: In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange to work on weekends and/or holidays in order to meet the contract performance period. The Government will not compensate the Contractor for any alternate work schedules needed to complete all contract work within the contract performance period. No work will be permitted during Memorial Day or Veteran's Day weekend activities or during any other Federal Holidays. No work will be performed at the immediate site of a scheduled interment or ceremony. Notwithstanding, if any work under this contract is required outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday excluding holidays), the Contractor shall coordinate with the cemetery director and COR and request a deviation in writing to the COR at least 72 hours in advance.

4.4.2 If work is authorized to be performed after hours or on weekends/holidays, and an emergency occurs, the Contractor shall contact the Police in the absence of the COR or Acting Director. The Police office will then contact Cemetery management or take appropriate action.

#### 4.5 Daily Work At Government Facilities

4.5.1 When working on a Government site, the Contractor shall coordinate with the COR on a daily basis, before start of work, the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony.

4.5.2 The Contractor shall execute daily work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of materials, debris, equipment and vehicles at all times. Materials and equipment shall not be stored in other than assigned areas. At the end of each day the Contractor shall maintain all Contractor and Government property impacted by the Contractor's performance of work in a high standard of quality and cleanliness required for a national shrine.

#### 4.6 Contractor Personnel

4.6.1 Contractor personnel are subject to the cemetery rules of conduct. In addition to items listed in paragraph 6.14, the Contractor is responsible for ensuring that no contract work causes any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.

4.6.2 The Contractor shall ensure Contractor employees providing work on this contract are fully trained and competent to perform the required work.

### 5.0 Specific Requirements and Deliverables

5.1 Contractor Written Products: Submit Feasibility Study, Cost Estimate, design narrative, design drawings, and specifications for performance of the work for all investigations/design reviews requested. Additionally, the Contractor shall submit a Work Plan to the COR prior to the start of work. The Work Plan shall lay out the Contractor's approach, timeline and tools to be used in the execution of the contract; including equipment list, temporary facilities, utility connections, staging area, traffic controls, imported material description and borrow source, etc. The Contractor shall update and maintain the Work Plan throughout the period of performance and submit any changes to the COR.

5.2 Orientation for Contractor Key Employees: Contractor shall attend a pre-construction orientation meeting, prior to the start of work, as arranged by the COR.

5.4 Site Reporting Requirements: The Contractor shall report on a daily basis to the COR via the cemetery at start of work, when work is in progress at the cemetery. Contractor shall log in and obtain funeral and/or special schedules from the COR as defined herein. This check-in is mandatory. The Contractor shall review two week look ahead schedule and coordinate any deviations with the COR on a daily basis. **Vehicle authorization request shall be required for any vehicle entering the site and such request shall be submitted 24 hours before the date and time of access. Access shall be restricted to picking up and dropping off materials and supplies.**

#### 5.4 Mandatory Points of Contact

5.4.1 Points of Contact for Department of Veterans Affairs National Cemetery Administration, Washington Crossing National Cemetery, 830 Highland Road, Newtown, PA 18940:

Gregory Whitney, Cemetery Director (P): (215) 504-5610 x201, Email: [Gregory.Whitney@va.gov](mailto:Gregory.Whitney@va.gov)

Anthony E. Murray, Cemetery Foreman (P): (215) 504-5610 x203, Email: [Anthony.Murray3@va.gov](mailto:Anthony.Murray3@va.gov)

Robert P. Strange, PE, MBA, Supervisory Engineer (Technical POC)  
NCA Memorial Services Network - Region I  
5000 Wissahickon Avenue - Philadelphia, PA 19144-4867  
(215) 381-3787(ext.4054), Email: [Robert.Strange@va.gov](mailto:Robert.Strange@va.gov)

5.4.2 Points of Contact (for Contractor – please indicate):

\_\_\_\_\_  
(Name & Title) Phone Number: (     ) \_\_\_\_\_ - \_\_\_\_\_  
Fax Number: (     ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail: \_\_\_\_\_

\_\_\_\_\_  
(Name & Title – Alternate POC) Phone Number: (     ) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Note: If work is authorized to be performed after hours or on weekends / holidays, and an emergency occurs, the Contractor shall contact the Police in the absence of the COR or Acting Director. The Police office will then contact Cemetery management or take appropriate action.

5.5 Prior to commencing work, general contractor shall provide proof that an OSHA certified “competent person” (CP) (29 CFR 1926.20(b) (2) will maintain a presence at the work site whenever the general or subcontractors are present.

5.6 Performance Metrics: The Government will develop and utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract and assure that the Contractor is following his quality control plan and performing the services required by this SOW in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the Government QASP at its own discretion.

5.7 Schedule: The Contractor shall furnish the COR with a schedule of approximate dates on which the Contractor intends to accomplish work in each specific area of the scope of work. In addition, the Contractor shall notify the COR two weeks in advance of the proposed date of starting work.

5.8 Submittals, Samples and Shop Drawings: Unless otherwise noted, submittals shall be made 14 days before commencing the work described in this Statement of Work. All finishes shall be submitted directly to the Cemetery Director for Approval. All other submittals shall be submitted directly to the COR or as indicated by the COR. Actual samples shall be provided as indicated. Photos or reproductions of the samples for review will not be accepted unless otherwise noted. Shop drawings shall be provided as indicated.

5.9 Survey: Before any work is started, the Contractor shall make a thorough survey with the COR of areas of buildings in which alterations will occur and areas which are anticipated routes of access, and furnish a report. This report shall list existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout the affected areas of building.

5.10 Demolition and Site Clearing

5.10.1 General Description: This section describes specific requirements for site preparation work, demolition and removal of buildings, portions of buildings, utilities, fencing, foundations, other structures and debris as indicated in paragraph 3.0 Scope of Work.

#### 5.10.2 Protection

5.10.2.1 Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.

5.10.2.2 Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.

5.10.2.3 Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.

5.10.2.4 In addition to previously listed fire and safety rules to be observed in performance of work:

5.10.2.4.1 Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.

5.10.2.4.2 Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 feet) of fire hydrants.

5.10.2.5 Prior to beginning any demolition work, the Contractor shall survey the site and examine the statement of work to determine the extent of the work. Prior to demolition, the Contractor shall take measurements of all components necessary for in-kind replacement as described in paragraph 3.0 Scope of Work. The Contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property of the cemetery; any damaged items shall be repaired or replaced by the Contractor as approved by the COR. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have COR's approval.

#### 5.10.3 Execution

##### 5.10.3.1 Site Clearing

5.10.3.1.1 Remove trees, shrubs, grass, and other vegetation, pavements, improvements, or obstructions, as indicated by the COR, to permit installation of new construction. Removal includes digging out and off-site disposal of stumps and roots as indicated by the COR.

5.10.3.1.2 Cut minor roots and branches of trees indicated by the COR to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.

5.10.3.2 Erosion Control: Contractor shall provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

##### 5.10.3.3 Demolition



5.10.3.3.1 Completely demolish and remove off-site buildings, structures, fencing, foundations, utilities and site infrastructure including all appurtenances related or connected thereto, as required for installation of new utility service lines.

5.10.3.3.2 Debris; including soil, concrete, stone, metals and other materials; shall become property of Contractor and shall be disposed of by him daily, off the Cemetery Property, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the COR. Contractor shall dispose of debris in compliance with applicable federal, state or local permits, rules and/or regulations.

5.10.3.3.3 Remove and legally dispose of all materials, other than earth to remain as part of project work, from any trash dumps. Materials removed shall become property of contractor and shall be disposed of in compliance with applicable federal, state or local permits, rules and/or regulations. Materials that are located beneath the surface of the surrounding ground more than 1500 mm (5 feet), or materials that are discovered to be hazardous, shall be handled as unforeseen. The removal of hazardous material shall be referred to Hazardous Materials specifications. Burning is not permitted on the property.

5.10.4 Clean-up: On completion of demolition and site clearing and after removal of all debris, leave site in clean condition satisfactory to COR at the end of each day. Clean-up shall include off the Cemetery Property disposal of all items and materials not required to remain property of the Government as well as all debris and rubbish resulting from demolition operations.

5.10.5 Restoration of Damaged Property: If any direct or indirect damage is done to public or private property resulting from any act, omission, neglect, or misconduct, the Contractor shall restore the damaged property to a condition equal to that existing before the damage at no additional cost to the Government. Repair, rebuild, or restore property as directed or make good such damage in an acceptable manner.

## 5.11 TEMPORARY ENVIRONMENTAL CONTROLS

5.11.1 General Description. This section specifies the control of environmental pollution and damage that the Contractor must consider for air, water, and land resources. It includes management of visual aesthetics, noise, and solid waste, as well as other pollutants and resources encountered or generated by the Contractor. The Contractor is obligated to consider specified control measures with the costs included within the various contract items of work.

5.11.1.1 The contractor is obligated to develop procedures to provide environmental protection that complies with the applicable laws and regulations. Describe the procedures to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures as described in the Environmental Protection Plan.

5.11.1.2 The contractor is obligated to develop a Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of construction limits or protected areas. Plan should include measures for marking the limits of use areas. This plan may be incorporated within the Environmental Protection Plan.

### 5.11.2 Protection of Environmental Resources

5.11.2.1 Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, land forms, wetlands or wetland buffers without prior approval from the COR. Do not fasten

or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or dictated by special emergency use.

5.11.2.2 Work Area Limits: Prior to any construction, mark/fence/protect the areas that require work to be performed under this contract. Mark/fence/protect monuments, works of art, and markers prior to construction. Convey to all personnel the purpose of marking and protecting all marked and protected objects.

5.11.2.3 Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Transport all solid waste off Government property and dispose of waste in compliance with Federal, State, and local requirements.

5.11.2.4 Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.

## 5.12 COMMON WORK RESULTS FOR HVAC

5.12.1 GENERAL DESCRIPTION. THE REQUIREMENTS OF THIS SECTION APPLY TO ALL HEATING, VENTING, AND AIR CONDITIONING WORK.

### 5.12.2 QUALITY ASSURANCE

- A. Mechanical, electrical and associated systems shall be safe, reliable, efficient, durable, easily and safely operable and maintainable, easily and safely accessible, and in compliance with applicable codes as specified. The systems shall be comprised of high quality institutional-class and industrial-class products of manufacturers that are experienced specialists in the required product lines. All construction firms and personnel shall be experienced and qualified specialists in institutional HVAC construction.
- B. Flow Rate Tolerance for HVAC Equipment: Section 23 05 93, TESTING, ADJUSTING, AND BALANCING FOR HVAC.
- C. Equipment Vibration Tolerance:
  - 1. Refer to Section 23 05 41, NOISE AND VIBRATION CONTROL FOR HVAC PIPING AND EQUIPMENT. Equipment shall be factory-balanced to this tolerance and re-balanced on site, as necessary.
  - 2. After HVAC air balance work is completed and permanent drive sheaves are in place, perform field mechanical balancing and adjustments required to meet the specified vibration tolerance.
- D. Products Criteria:
  - 1. Standard Products: Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 3 years. The design, model and size of each item shall have been in satisfactory and efficient operation on at least three installations for approximately three years. However, digital electronics devices, software and systems such as controls, instruments, computer work station, shall be the current generation of technology and basic design that has a proven satisfactory service record of at least three years. See other specification sections for any exceptions.
  - 2. All items furnished shall be free from defects that would adversely affect the performance, maintainability and appearance of individual components and overall assembly.
  - 3. Conform to codes and standards as required by the specifications. Conform to local codes, if required by local authorities such as the natural gas supplier, if the local codes are more stringent than those specified. Refer any conflicts to the Contracting Officers Technical Representative (RE/COTR).
  - 4. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
  - 5. Assembled Units: Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.

6. Nameplates: Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.
7. Asbestos products or equipment or materials containing asbestos shall not be used.
- E. Equipment Service Organizations:
  1. HVAC: Products and systems shall be supported by service organizations that maintain a complete inventory of repair parts and are located reasonably close to the site.
- F. HVAC Mechanical Systems Welding: Before any welding is performed, contractor shall submit a certificate certifying that welders comply with the following requirements:
  1. Qualify welding processes and operators for piping according to ASME Section IX, "Welding and Brazing Qualifications".
  2. Certify that each welder has passed American Welding Society (AWS) qualification tests for the welding processes involved, and that certification is current.
- H. Execution (Installation, Construction) Quality:
  1. Apply and install all items in accordance with manufacturer's written instructions. Refer conflicts between the manufacturer's instructions and the contract drawings and specifications to the RE/COTR for resolution. Provide written hard copies or computer files of manufacturer's installation instructions to the RE/COTR at least two weeks prior to commencing installation of any item. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations is a cause for rejection of the material.
  2. All items that require access, such as for operating, cleaning, servicing, maintenance, and calibration, shall be easily and safely accessible by persons standing at floor level, or standing on permanent platforms, without the use of portable ladders. Examples of these items include, but are not limited to: all types of valves, filters and strainers, transmitters, control devices. Prior to commencing installation work, refer conflicts between this requirement and contract drawings to the RE/COTR for resolution.
  3. Provide complete layout drawings required by paragraph 3.0. Do not commence construction work on any system until the layout drawings have been approved.

#### 5.12.2.1 SUBMITTALS

- A. Submit, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, IAW requirements in the individual specification sections.
- B. Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirements.
- C. If equipment is submitted which differs in arrangement from that shown, provide drawings that show the rearrangement of all associated systems. Approval will be given only if all features of the equipment and associated systems, including accessibility, are equivalent to that required by the contract.
- D. Prior to submitting shop drawings for approval, contractor shall certify in writing that manufacturers of all major items of equipment have each reviewed drawings and specifications, and have jointly coordinated and properly integrated their equipment and controls to provide a complete and efficient installation.
- E. Upon request by RE/COTR, provide lists of previous installations for selected items of equipment. Include contact persons who will serve as references, with telephone numbers and e-mail addresses.
- F. Submittals and shop drawings for interdependent items, containing applicable descriptive information, shall be furnished together and complete in a group. Coordinate and properly integrate materials and equipment in each group to provide a completely compatible and efficient installation. Final review and approvals will be made only by groups.
- G. Manufacturer's Literature and Data: Submit under the pertinent section rather than under this section.
  1. Submit belt drive with the driven equipment.
  2. Submit electric motor data and variable speed drive data with the driven equipment.
  3. Equipment and materials identification.
  4. Fire-stopping materials.
  5. Hangers, inserts, supports and bracing.

- 6. Wall, floor, and ceiling plates.
- H. HVAC Maintenance Data and Operating Instructions:
  - 1. Maintenance and operating manuals in accordance with Section 01 00 00, GENERAL REQUIREMENTS, Article, INSTRUCTIONS, for systems and equipment.
- I. Provide copies of approved HVAC equipment submittals to the Testing, Adjusting and Balancing Subcontractor.

#### 5.12.2.2 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. Air Conditioning and Refrigeration Institute (ARI):  
430-99 (R2002).....Central Station Air-Handling Units
- C. Rubber Manufacturers Association (ANSI/RMA):  
IP-20-2007 .....Drives Using Classical V-Belts and Sheaves
- D. Air Movement and Control Association (AMCA):  
410-96 .....Recommended Safety Practices for Air Moving Devices
- E. American Society of Mechanical Engineers (ASME):  
Boiler and Pressure Vessel Code (BPVC):  
Section IX-2007 .....Welding and Brazing Qualifications
- F. American Society for Testing and Materials (ASTM):  
A36/A36M-08.....Carbon Structural Steel  
A575-96(2007).....Steel Bars, Carbon, Merchant Quality, M-Grades  
E84-09 .....Standard Test Method for Burning Characteristics of Building Materials  
E119-08a .....Standard Test Method for Fire Tests of Building Construction and Materials
- G. Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc:  
SP-58-2002.....Pipe Hangers and Supports-Materials, Design and Manufacture  
SP 69-2003.....Pipe Hangers and Supports-Selection and Application  
SP 127-2001 .....Bracing for Piping Systems, Seismic – Wind – Dynamic, Design, Selection, Application
- H. National Electrical Manufacturers Association (NEMA):  
MG 1-2006.....Motors and Generators
- I. National Fire Protection Association (NFPA):  
70-08 .....National Electrical Code  
90A-09 .....Installation of Air Conditioning and Ventilating Systems  
101-09 .....Life Safety Code

#### 5.12.2.3 DELIVERY, STORAGE AND HANDLING

- A. Protection of Equipment:
  - 1. Equipment and material placed on the job site shall remain in the custody of the Contractor until phased acceptance, whether or not the Government has reimbursed the Contractor for the equipment and material. The Contractor is solely responsible for the protection of such equipment and material against any damage.
  - 2. Place damaged equipment in first class, new operating condition; or, replace same as determined and directed by the RE/COTR. Such repair or replacement shall be at no additional cost to the Government.
  - 3. Protect interiors of new equipment and piping systems against entry of foreign matter. Clean both inside and outside before painting or placing equipment in operation.
  - 4. Existing equipment and piping being worked on by the Contractor shall be under the custody and responsibility of the Contractor and shall be protected as required for new work.
- B. Cleanliness of Piping and Equipment Systems:
  - 1. Exercise care in storage and handling of equipment and piping material to be incorporated in the work. Remove debris arising from cutting, threading and welding of piping.
  - 2. Piping systems shall be flushed, blown or pigged as necessary to deliver clean systems.

3. Clean interior of all tanks prior to delivery for beneficial use by the Government.
4. Contractor shall be fully responsible for all costs, damage, and delay arising from failure to provide clean systems.

### 5.12.3 - PRODUCTS

#### 5.12.3.1 FACTORY-ASSEMBLED PRODUCTS

- A. Provide maximum standardization of components.
- B. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.
  1. All components of an assembled unit need not be products of same manufacturer.
  2. Constituent parts that are alike shall be products of a single manufacturer.
  3. Components shall be compatible with each other and with the total assembly for intended service.
  4. Contractor shall guarantee performance of assemblies of components, and shall repair or replace elements of the assemblies as required to deliver specified performance of the complete assembly.
- C. Components of equipment shall bear manufacturer's name and trademark, model number, serial number and performance data on a name plate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.
- D. Major items of equipment, which serve the same function, must be the same make and model. Exceptions will be permitted if performance requirements cannot be met.

#### 5.12.3.2 COMPATIBILITY OF RELATED EQUIPMENT

- A. Equipment and materials installed shall be compatible in all respects with other items being furnished and with existing items so that the result will be a complete and fully operational plant that conforms to contract requirements.

#### 5.12.3.3 BELT DRIVES

- A. Drive Types, Based on ARI 435:
  1. Provide adjustable-pitch or fixed-pitch drive as follows:
    - a. Fan speeds up to 1800 RPM: 7.5 kW (10 horsepower) and smaller.
    - b. Fan speeds over 1800 RPM: 2.2 kW (3 horsepower) and smaller.
  2. Provide fixed-pitch drives for drives larger than those listed above.
  3. The final fan speeds required to just meet the system CFM and pressure requirements, without throttling, shall be determined by adjustment of a temporary adjustable-pitch motor sheave or by fan law calculation if a fixed-pitch drive is used initially.

#### 5.12.3.4 DRIVE GUARDS

- A. For machinery and equipment, provide guards as shown in AMCA 410 for belts, chains, couplings, pulleys, sheaves, shafts, gears and other moving parts regardless of height above the floor to prevent damage to equipment and injury to personnel. Drive guards may be excluded where motors and drives are inside factory fabricated air handling unit casings.
- B. Pump shafts and couplings shall be fully guarded by a sheet steel guard, covering coupling and shaft but not bearings. Material shall be minimum 16-gage sheet steel; ends shall be braked and drilled and attached to pump base with minimum of four 6 mm (1/4-inch) bolts. Reinforce guard as necessary to prevent side play forcing guard onto couplings.

## 5.12.3.5 LIFTING ATTACHMENTS

- A. Provide equipment with suitable lifting attachments to enable equipment to be lifted in its normal position. Lifting attachments shall withstand any handling conditions that might be encountered, without bending or distortion of shape, such as rapid lowering and braking of load.

## 5.12.3.6 ELECTRIC MOTORS

- A. All material and equipment furnished and installation methods shall conform to the requirements of Section 23 05 12, GENERAL MOTOR REQUIREMENTS FOR HVAC; Section 26 29 11, LOW-VOLTAGE MOTOR STARTERS; and, Section 26 05 21, LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (600 VOLTS AND BELOW). Provide all electrical wiring, conduit, and devices necessary for the proper connection, protection and operation of the systems. Provide special energy efficient motors as scheduled. Unless otherwise specified for a particular application use electric motors with the following requirements.
- B. Single-phase Motors: Capacitor-start type for hard starting applications. Motors for centrifugal fans and pumps may be split phase or permanent split capacitor (PSC).
- C. Poly-phase Motors: NEMA Design B, Squirrel cage, induction type. Each two-speed motor shall have two separate windings. Provide a time- delay (20 seconds minimum) relay for switching from high to low speed.
- D. Rating: Continuous duty at 100 percent capacity in an ambient temperature of 40 degrees centigrade (104 degrees F); minimum horsepower as shown on drawings; maximum horsepower in normal operation not to exceed nameplate rating without service factor.
- E. Special Requirements:
  - 1. Where motor power requirements of equipment furnished deviate from power shown on plans, provide electrical service designed under the requirements of NFPA 70 without additional time or cost to the Government.
  - 2. Assemblies of motors, starters, controls and interlocks on factory assembled and wired devices shall be in accordance with the requirements of this specification.
  - 3. Wire and cable materials specified in the electrical division of the specifications shall be modified as follows:
    - a. Provide shielded conductors or wiring in separate conduits for all instrumentation and control systems where recommended by manufacturer of equipment.
  - 4. Select motor sizes so that the motors do not operate into the service factor at maximum required loads on the driven equipment. Motors on pumps shall be sized for non-overloading at all points on the pump performance curves.
  - 5. Motors utilized with variable frequency drives shall be rated "inverter-ready" per NEMA Standard, MG1, Part 31.4.4.2. Provide motor shaft grounding apparatus that will protect bearings from damage from stray currents.
- F. Motor Efficiency and Power Factor: All motors, when specified as "high efficiency" by the project specifications on driven equipment, shall conform to efficiency and power factor requirements in Section 23 05 12, GENERAL MOTOR REQUIREMENTS FOR HVAC, with no consideration of annual service hours. Motor manufacturers generally define these efficiency requirements as "NEMA premium efficient" and the requirements generally exceed those of the Energy Policy Act of 1992 (EPACT). Motors not specified as "high efficiency" shall comply with EPACT.
- G. Insulation Resistance: Not less than one-half meg-ohm between stator conductors and frame, to be determined at the time of final inspection.

### 5.12.3.7 VARIABLE SPEED MOTOR CONTROLLERS

- A. Refer to Section 26 05 11, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS and Section 26 29 11, LOW-VOLTAGE MOTOR STARTERS for specifications.
- B. The combination of controller and motor shall be provided by the manufacturer of the driven equipment, such as pumps and fans, and shall be rated for 100 percent output performance. Multiple units of the same class of equipment, i.e. air handlers, fans, pumps, shall be product of a single manufacturer.
- C. Motors shall be energy efficient type and be approved by the motor controller manufacturer. The controller-motor combination shall be guaranteed to provide full motor nameplate horsepower in variable frequency operation. Both driving and driven motor/fan sheaves shall be fixed pitch.
- D. Controller shall not add any current or voltage transients to the input AC power distribution system, DDC controls, etc., nor shall be affected from other devices on the AC power system.

### 5.12.3.8 EQUIPMENT AND MATERIALS IDENTIFICATION

- A. Use symbols, nomenclature and equipment numbers specified, shown on the drawings and shown in the maintenance manuals. Identification for piping is specified in Section 09 91 00, PAINTING.
- B. Interior (Indoor) Equipment: Engraved nameplates, with letters not less than 48 mm (3/16-inch) high of brass with black-filled letters, or rigid black plastic with white letters specified in Section 09 91 00, PAINTING permanently fastened to the equipment. Identify unit components such as coils, filters, fans, etc.
- C. Exterior (Outdoor) Equipment: Brass nameplates, with engraved black filled letters, not less than 48 mm (3/16-inch) high riveted or bolted to the equipment.
- D. Control Items: Label all temperature and humidity sensors, controllers and control dampers. Identify and label each item as they appear on the control diagrams.
- E. Valve Tags and Lists:
  - 1. Valve tags: Engraved black filled numbers and letters not less than 13 mm (1/2-inch) high for number designation, and not less than 6.4 mm (1/4-inch) for service designation on 19 gage 38 mm (1-1/2 inches) round brass disc, attached with brass "S" hook or brass chain.
  - 2. Valve lists: Typed or printed plastic coated card(s), sized 216 mm(8-1/2 inches) by 280 mm (11 inches) showing tag number, valve function and area of control, for each service or system. Punch sheets for a 3-ring notebook.

### 5.12.3.9 FIRESTOPPING

- A. FIRESTOPPING specifies an effective barrier against the spread of fire, smoke and gases where penetrations occur for piping and ductwork. Refer to Section 23 07 11, HVAC, PLUMBING INSULATION, for firestop pipe and duct insulation.

### 5.12.3.10 GALVANIZED REPAIR COMPOUND

- A. Green Seal Standard GC-03, paint form.

### 5.12.3.11 HVAC PIPE AND EQUIPMENT SUPPORTS AND RESTRAINTS

- A. Vibration Isolators: Refer to Section 23 05 41, NOISE AND VIBRATION CONTROL FOR HVAC PIPING AND EQUIPMENT.

- B. Supports for Roof Mounted Items:
1. Equipment: Equipment rails shall be galvanized steel, minimum 1.3 mm (18 gauge), with integral baseplate, continuous welded corner seams, factory installed 50 mm by 100 mm (2 by 4) treated wood nailer, 1.3 mm (18 gauge) galvanized steel counter flashing cap with screws, built-in cant strip, (except for gypsum or tectum deck), minimum height 280 mm (11 inches). For surface insulated roof deck, provide raised cant strip to start at the upper surface of the insulation.
  2. Pipe/duct pedestals: Provide a galvanized Unistrut channel welded to U-shaped mounting brackets which are secured to side of rail with galvanized lag bolts.
- C. Pipe Supports: Comply with MSS SP-58-2002. Type Numbers specified refer to this standard. For selection and application comply with MSS SP-69-2003. Refer to Section 05 50 00, METAL FABRICATIONS, for miscellaneous metal support materials and prime coat painting requirements.
- D. Attachment to Concrete Building Construction:
1. Concrete insert: MSS SP-58-2002, Type 18.
  2. Self-drilling expansion shields and machine bolt expansion anchors: Permitted in concrete not less than 102 mm (four inches) thick when approved by the Resident Engineer for each job condition.
  3. Power-driven fasteners: Permitted in existing concrete or masonry not less than 102 mm (four inches) thick when approved by the Resident Engineer for each job condition.
- E. Attachment to Steel Building Construction:
1. Welded attachment: MSS SP-58-2002, Type 22.
  2. Beam clamps: MSS SP-58-2002, Types 20, 21, 28 or 29. Type 23 C-clamp may be used for individual copper tubing up to 23mm (7/8-inch) outside diameter.
- F. Attachment to Metal Pan or Deck: As required for materials specified in Section 05 36 00, COMPOSITE METAL DECKING
- G. Attachment to Wood Construction: Wood screws or lag bolts.
- H. Hanger Rods: Hot-rolled steel, ASTM A36 or A575 for allowable load listed in MSS SP-58-2002. For piping, provide adjustment means for controlling level or slope. Types 13 or 15 turn-buckles shall provide 38 mm (1-1/2 inches) minimum of adjustment and incorporate locknuts. All-thread rods are acceptable.
- I. Hangers Supporting Multiple Pipes (Trapeze Hangers): Galvanized, cold formed, lipped steel channel horizontal member, not less than 41 mm by 41 mm (1-5/8 inches by 1-5/8 inches), 2.7 mm (No. 12 gage), designed to accept special spring held, hardened steel nuts.
1. Allowable hanger load: Manufacturers rating less 91kg (200 pounds).
  2. Guide individual pipes on the horizontal member of every other trapeze hanger with 6 mm (1/4-inch) U-bolt fabricated from steel rod. Provide Type 40 insulation shield, secured by two 13mm (1/2-inch) galvanized steel bands, or preinsulated calcium silicate shield for insulated piping at each hanger.



J. Supports for Piping Systems:

1. Select hangers sized to encircle insulation on insulated piping. Refer to Section 23 07 11, HVAC, PLUMBING INSULATION for insulation thickness. To protect insulation, provide Type 39 saddles for roller type supports or preinsulated calcium silicate shields. Provide Type 40 insulation shield or preinsulated calcium silicate shield at all other types of supports and hangers including those for preinsulated piping.

5.12.3.12 PIPE PENETRATIONS

- A. Install sleeves during construction.
- B. Penetrations are not allowed through beams or ribs, but may be installed in concrete beam flanges. Any deviation from these requirements must receive prior approval of RE/COTR.
- C. Sheet Metal, Plastic, or Moisture-resistant Fiber Sleeves: Provide for pipe passing through floors, interior walls, and partitions, unless brass or steel pipe sleeves are specifically called for below.
- D. Cast Iron or Zinc Coated Pipe Sleeves: Provide for pipe passing through exterior walls below grade. Make space between sleeve and pipe watertight with a modular or link rubber seal. Seal shall be applied at both ends of sleeve.
- E. Galvanized Steel or an alternate Black Iron Pipe with asphalt coating Sleeves: Provide for pipe passing through concrete beam flanges, except where brass pipe sleeves are called for.
- F. Brass Pipe Sleeves: Provide for pipe passing through quarry tile, terrazzo or ceramic tile floors. Connect sleeve with floor plate.
- G. Sleeves are not required for wall hydrants for fire department connections or in drywall construction.
- H. Sleeve Clearance: Sleeve through floors, walls, partitions, and beam flanges shall be one inch greater in diameter than external diameter of pipe. Sleeve for pipe with insulation shall be large enough to accommodate the insulation. Interior openings shall be caulked tight with fire stopping material and sealant to prevent the spread of fire, smoke, and gases.
- I. Sealant and Adhesives: Shall be as specified in Section 07 92 00, JOINT SEALANTS.

5.12.3.13 SPECIAL TOOLS AND LUBRICANTS

- A. Furnish, and turn over to the RE/COTR, special tools not readily available commercially, that are required for disassembly or adjustment of equipment and machinery furnished.

#### 5.12.3.14 WALL, FLOOR AND CEILING PLATES

- A. Material and Type: Chrome plated brass or chrome plated steel, one piece or split type with concealed hinge, with set screw for fastening to pipe, or sleeve. Use plates that fit tight around pipes, cover openings around pipes and cover the entire pipe sleeve projection.
- B. Thickness: Not less than 2.4 mm (3/32-inch) for floor plates. For wall and ceiling plates, not less than 0.64 mm (0.025-inch) for up to 80 mm (3-inch pipe), 0.89 mm (0.035-inch) for larger pipe.
- C. Locations: Use where pipe penetrates floors, walls and ceilings in exposed locations, in finished areas only. Use also where insulation ends on exposed water supply pipe drop from overhead. Provide a watertight joint in spaces where brass or steel pipe sleeves are specified.

#### 5.12.4 - EXECUTION

##### 5.12.4.1 ARRANGEMENT AND INSTALLATION OF EQUIPMENT AND PIPING

- A. Coordinate location of piping, sleeves, inserts, hangers, ductwork and equipment. Locate piping, sleeves, inserts, hangers, ductwork and equipment clear of windows, doors, openings, light outlets, and other services and utilities. Prepare equipment layout drawings to coordinate proper location and personnel access of all facilities. Submit the drawings for review as required by Part 1. Follow manufacturer's published recommendations for installation methods not otherwise specified.
- B. Operating Personnel Access and Observation Provisions: Select and arrange all equipment and systems to provide clear view and easy access, without use of portable ladders, for maintenance and operation of all devices including, but not limited to: all equipment items, valves, filters, strainers, transmitters, sensors, control devices. All gages and indicators shall be clearly visible by personnel standing on the floor or on permanent platforms. Do not reduce or change maintenance and operating space and access provisions that are shown on the drawings.
- C. Equipment and Piping Support: Coordinate structural systems necessary for pipe and equipment support with pipe and equipment locations to permit proper installation.
- D. Location of pipe sleeves, trenches and chases shall be accurately coordinated with equipment and piping locations.
- E. Cutting Holes:
  - 1. Cut holes through concrete and masonry by rotary core drill. Pneumatic hammer, impact electric, and hand or manual hammer type drill will not be allowed, except as permitted by RE/COTR where working area space is limited.
  - 2. Locate holes to avoid interference with structural members such as beams or grade beams. Holes shall be laid out in advance and drilling done only after approval by RE/COTR. If the Contractor

considers it necessary to drill through structural members, this matter shall be referred to RE/COTR for approval.

3. Do not penetrate membrane waterproofing.

- F. Interconnection of Instrumentation or Control Devices: Generally, electrical and pneumatic interconnections are not shown but must be provided.
- G. Minor Piping: Generally, small diameter pipe runs from drips and drains, water cooling, and other service are not shown but must be provided.
- H. Electrical Interconnection of Controls and Instruments: This generally not shown but must be provided. This includes interconnections of sensors, transmitters, transducers, control devices, control and instrumentation panels, instruments and computer workstations. Comply with NFPA-70.
- I. Protection and Cleaning:
1. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations and as approved by the Resident Engineer. Damaged or defective items in the opinion of the Resident Engineer, shall be replaced.
  2. Protect all finished parts of equipment, such as shafts and bearings where accessible, from rust prior to operation by means of protective grease coating and wrapping. Close pipe openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water chemical, or mechanical injury. At completion of all work thoroughly clean fixtures, exposed materials and equipment.
- J. Concrete and Grout: Use concrete and shrink compensating grout 25 MPa (3000 psi) minimum.
- K. Install gages, thermometers, valves and other devices with due regard for ease in reading or operating and maintaining said devices. Locate and position thermometers and gages to be easily read by operator or staff standing on floor or walkway provided. Servicing shall not require dismantling adjacent equipment or pipe work.
- L. Work in Existing Building:
1. Make alterations to existing service piping at times that will least interfere with normal operation of the facility.
  2. Cut required openings through existing masonry and reinforced concrete using diamond core drills. Use of pneumatic hammer type drills, impact type electric drills, and hand or manual hammer type drills, will be permitted only with approval of the Resident Engineer. Locate openings that will least effect structural slabs, columns, ribs or beams. Refer to the Resident Engineer for determination of

proper design for openings through structural sections and opening layouts approval, prior to cutting or drilling into structure. After Resident Engineer's approval, carefully cut opening through construction no larger than absolutely necessary for the required installation.

M. Switchgear Drip Protection: Every effort shall be made to eliminate the installation of pipe above electrical and telephone switchgear. If this is not possible, encase pipe in a second pipe with a minimum of joints.

N. Inaccessible Equipment:

1. Where the Government determines that the Contractor has installed equipment not conveniently accessible for operation and maintenance, equipment shall be removed and reinstalled or remedial action performed as directed at no additional cost to the Government.
2. The term "conveniently accessible" is defined as capable of being reached without the use of ladders, or without climbing or crawling under or over obstacles such as motors, fans, pumps, belt guards, transformers, high voltage lines, piping, and ductwork.

#### 5.12.4.2 TEMPORARY PIPING AND EQUIPMENT

- A. Continuity of operation of existing facilities will generally require temporary installation or relocation of equipment and piping.
- B. The Contractor shall provide all required facilities in accordance with the requirements of phased construction and maintenance of service. All piping and equipment shall be properly supported, sloped to drain, operate without excessive stress, and shall be insulated where injury can occur to personnel by contact with operating facilities. The requirements of Para. 3.1 apply.

#### 5.12.4.3 RIGGING

- A. Design will be based on application of available equipment. Openings in building structures will be planned to accommodate design scheme.
- B. Alternative methods of equipment delivery may be offered by Contractor and will be considered by Government under specified restrictions of phasing and maintenance of service as well as structural integrity of the building.
- C. Close all openings in the building when not required for rigging operations to maintain proper environment in the facility for Government operation and maintenance of service.
- D. Contractor shall provide all facilities required to deliver specified equipment and place on foundations. Attachments to structures for rigging purposes and support of equipment on structures shall be Contractor's full responsibility. Upon request, the Government will check structure adequacy and advise Contractor of recommended restrictions.

- E. Contractor shall check all clearances, weight limitations and shall offer a rigging plan designed by a Registered Professional Engineer. All modifications to structures, including reinforcement thereof, shall be at Contractor's cost, time and responsibility.
- F. Rigging plan and methods shall be referred to RE/COTR for evaluation prior to actual work.
- G. Restore building to original condition upon completion of rigging work.

#### 5.12.4.4 PIPE AND EQUIPMENT SUPPORTS

- A. Where hanger spacing does not correspond with joist or rib spacing, use structural steel channels secured directly to joist and rib structure that will correspond to the required hanger spacing, and then suspend the equipment and piping from the channels. Drill or burn holes in structural steel only with the prior approval of the RE/COTR.
- B. Use of chain, wire or strap hangers; wood for blocking, stays and bracing; or, hangers suspended from piping above will not be permitted. Replace or thoroughly clean rusty products and paint with zinc primer.
- C. Use hanger rods that are straight and vertical. Turnbuckles for vertical adjustments may be omitted where limited space prevents use. Provide a minimum of 15 mm (1/2-inch) clearance between pipe or piping covering and adjacent work.
- D. HVAC Horizontal Pipe Support Spacing: Refer to MSS SP-69-2003. Provide additional supports at valves, strainers, in-line pumps and other heavy components. Provide a support within one foot of each elbow.
- E. Overhead Supports:
  - 1. The basic structural system of the building is designed to sustain the loads imposed by equipment and piping to be supported overhead.
  - 2. Provide steel structural members, in addition to those shown, of adequate capability to support the imposed loads, located in accordance with the final approved layout of equipment and piping.
- F. Floor Supports:
  - 1. Provide concrete bases, concrete anchor blocks and pedestals, and structural steel systems for support of equipment and piping. Anchor and dowel concrete bases and structural systems to resist forces under operating and seismic conditions (if applicable) without excessive displacement or structural failure.
  - 2. Do not locate or install bases and supports until equipment mounted thereon has been approved. Size bases to match equipment mounted thereon plus 50 mm (2 inch) excess on all edges. Refer to

structural drawings. Bases shall be neatly finished and smoothed, shall have chamfered edges at the top, and shall be suitable for painting.

3. All equipment shall be shimmed, leveled, firmly anchored, and grouted with epoxy grout. Anchor bolts shall be placed in sleeves, anchored to the bases. Fill the annular space between sleeves and bolts with a granular material to permit alignment and realignment.
4. For seismic anchoring, refer to Section 13 05 41, SEISMIC RESTRAINT REQUIREMENTS FOR NON-STRUCTURAL COMPONENTS.

#### 5.12.4.5 MECHANICAL DEMOLITION

- A. Rigging access, other than indicated on the drawings, shall be provided by the Contractor after approval for structural integrity by the RE/COTR. Such access shall be provided without additional cost or time to the Government. Where work is in an operating plant, provide approved protection from dust and debris at all times for the safety of plant personnel and maintenance of plant operation and environment of the plant.
- B. In an operating plant, maintain the operation, cleanliness and safety. Government personnel will be carrying on their normal duties of operating, cleaning and maintaining equipment and plant operation. Confine the work to the immediate area concerned; maintain cleanliness and wet down demolished materials to eliminate dust. Do not permit debris to accumulate in the area to the detriment of plant operation. Perform all flame cutting to maintain the fire safety integrity of this plant. Adequate fire extinguishing facilities shall be available at all times. Perform all work in accordance with recognized fire protection standards. Inspection will be made by personnel of the VA Cemetery, and Contractor shall follow all directives of the RE/COTR with regard to rigging, safety, fire safety, and maintenance of operations.
- C. Completely remove all piping, wiring, conduit, and other devices associated with the equipment not to be re-used in the new work. This includes all pipe, valves, fittings, insulation, and all hangers including the top connection and any fastenings to building structural systems. Seal all openings, after removal of equipment, pipes, ducts, and other penetrations in roof, walls, floors, in an approved manner and in accordance with plans and specifications where specifically covered. Structural integrity of the building system shall be maintained. Reference shall also be made to the drawings and specifications of the other disciplines in the project for additional facilities to be demolished or handled.
- D. All valves including gate, globe, ball, butterfly and check, all pressure gages and thermometers with wells shall remain Government property and shall be removed and delivered to RE/COTR and stored as directed. The Contractor shall remove all other material and equipment, devices and demolition debris under these plans and specifications. Such material shall be removed from Government property expeditiously and shall not be allowed to accumulate.

#### 5.12.4.6 CLEANING AND PAINTING

- A. Prior to final inspection and acceptance of the plant and facilities for beneficial use by the Government, the plant facilities, equipment and systems shall be thoroughly cleaned and painted.
- B. In addition, the following special conditions apply:
  - 1. Cleaning shall be thorough. Use cleaning materials and methods recommended by the manufacturers for the specific tasks. Remove all rust prior to painting and from surfaces to remain unpainted. Repair scratches, scuffs, and abrasions prior to applying prime and finish coats.
  - 2. Material And Equipment Not To Be Painted Includes:
    - a. Motors, controllers, control switches, and safety switches.
    - b. Control and interlock devices.
    - c. Regulators.
    - d. Pressure reducing valves.
    - e. Control valves and thermostatic elements.
    - f. Lubrication devices and grease fittings.
    - g. Copper, brass, aluminum, stainless steel and bronze surfaces.
    - h. Valve stems and rotating shafts.
    - i. Pressure gauges and thermometers.
    - j. Glass.
    - k. Name plates.
  - 3. Control and instrument panels shall be cleaned, damaged surfaces repaired, and shall be touched-up with matching paint obtained from panel manufacturer.
  - 4. Pumps, motors, steel and cast iron bases, and coupling guards shall be cleaned, and shall be touched-up with the same color as utilized by the pump manufacturer
  - 5. Final result shall be smooth, even-colored, even-textured factory finish on all items. Completely repaint the entire piece of equipment if necessary to achieve this.

#### 5.12.4.7 IDENTIFICATION SIGNS

- A. Factory Built Equipment: Metal plate, securely attached, with name and address of manufacturer, serial number, model number, size and performance.
- B. Pipe Identification.

#### 5.12.4.8 MOTOR AND DRIVE ALIGNMENT

- A. Belt Drive: Set driving and driven shafts parallel and align so that the corresponding grooves are in the same plane.

- B. Direct-connect Drive: Securely mount motor in accurate alignment so that shafts are free from both angular and parallel misalignment when both motor and driven machine are operating at normal temperatures.

#### 5.12.4.9 LUBRICATION

- A. Lubricate all devices requiring lubrication prior to initial operation, and field-check all devices for proper lubrication.
- B. Equip all devices with required lubrication fittings or devices.
- C. All lubrication points shall be accessible without disassembling equipment, except to remove access plates.

#### 5.12.4.10 STARTUP AND TEMPORARY OPERATION

- A. Startup equipment per manufacturer's instructions. Verify that vibration is within specified tolerance prior to extended operation.

#### 5.12.4.11 OPERATING AND PERFORMANCE TESTS

- A. Prior to the final inspection, perform required tests and submit the test reports and records to the RE/COTR.
- B. Should evidence of malfunction in any tested system, or piece of equipment or component part thereof, occur during or as a result of tests, make proper corrections, repairs or replacements, and repeat tests at no additional cost to the Government.
- C. When completion of certain work or system occurs at a time when final control settings and adjustments cannot be properly made to make performance tests, then make performance tests for heating systems and for cooling systems respectively during first actual seasonal use of respective systems following completion of work.

#### 5.12.5 -EARTH MOVING

##### 5.12.5.1 – GENERAL DESCRIPTION.

This section specifies the requirements for furnishing all equipment, materials, labor, tools, and techniques for earthwork including, but not limited to, the following: Site preparation, Excavation, Underpinning, Filling and backfilling, Grading, Soil Disposal , and Clean Up.

##### 5.12.5.2 SUBMITTALS:

1. Contactor shall furnish resumes with all personnel involved in the project including Project Manager, Superintendent, and on-site Engineer. Project Manager and Superintendent should have at least 3 years of experience on projects of similar size.



2. Soil samples.

- a. Classification in accordance with ASTM D2487 for each on-site or borrow soil material proposed for fill, backfill, engineered fill, or structural fill.
- b. Laboratory compaction curve in accordance with ASTM // D 698 // D 1557 // // AASHTO // T 99 // T 180 for each on site or borrow soil material proposed for fill, backfill, engineered fill, or structural fill.
- c. Test reports for compliance with ASTM D 2940 requirements for subbase material.
- d. Pre-excavation photographs and videotape in the vicinity of the existing structures to document existing site features, including surfaces finishes, cracks, or other structural blemishes that might be misconstrued as damage caused by earthwork operations.
- e. The Contractor shall submit a scale plan daily that defines the location, limits, and depths of the area excavated.

5.12.5.3 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.

B. American Association of State Highway and Transportation Officials (AASHTO):

- T99-01(2004) .....Moisture-Density Relations of Soils Using a 2.5 kg (5.5 lb) Rammer and a 305 mm (12 inch) Drop
- T180-01(2004) .....Moisture-Density Relations of Soils using a 4.54 kg (10 lb) Rammer and a 457 mm (18 inch) Drop

C. American Society for Testing and Materials (ASTM):

- D448-08 .....Standard Classification for Sizes of Aggregate for Road and Bridge Construction
- D698-07 .....Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft. lbf/ft<sup>3</sup> (600 kN m/m<sup>3</sup>))
- D1556-07 .....Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
- D1557-07 .....Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2700 kN m/m<sup>3</sup>))
- D2167-08 .....Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
- D2487-06 .....Standard Classification of Soil for Engineering Purposes (Unified Soil Classification System)
- D2922-05 .....Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

D2940-03 ..... Standard Specifications for Graded Aggregate Material for Bases or Subbases for Highways or Airports

D. Society of Automotive Engineers (SAE):

J732-92..... Specification Definitions - Loaders

J1179-02..... Hydraulic Excavator and Backhoe Digging Forces

#### 5.12.5.4 MATERIALS

- A. General: Provide borrow soil material when sufficient satisfactory soil materials are not available from excavations.
- B. Fills: Material in compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, SC, and ML, or any combination of these groups; free of rock or gravel larger than 75 mm (3 inches) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Material approved from on site or off site sources having a minimum dry density of 1760 kg/m<sup>3</sup> (110 pcf), a maximum Plasticity Index of 15, and a maximum Liquid Limit of 40.
- C. Engineered Fill: Naturally or artificially graded mixture of compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, SC, and ML, or any combination of these groups, or as approved by the Engineer or material with at least 90 percent passing a 37.5-mm (1 1/2-inch) sieve and not more than 12 percent passing a 75-μm (No. 200) sieve, per ASTM D2940;.
- D. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 25 mm (1 inch) sieve and not more than 8 percent passing a 75-μm (No. 200) sieve.
- E. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 37.5 mm (1 1/2-inch) sieve and 0 to 5 percent passing a 2.36 mm (No. 8) sieve.
- F. Granular Fill:
  - 1. Under concrete slab, crushed stone or gravel graded from 25 mm (1 inch) to 4.75 mm (No. 4), per ASTM D2940.
  - 2. Bedding for sanitary and storm sewer pipe, crushed stone or gravel graded from 13 mm (1/2 inch) to 4.75 mm (No 4), per ASTM D2940.

## 5.12.5.4 SITE PREPARATION

- A. Clearing: Clear within limits of earthwork operations. Work includes removal of trees, shrubs, fences, foundations, incidental structures, paving, debris, trash, and other obstructions. Remove materials from Cemetery Property.
- B. Grubbing: Remove stumps and roots 75 mm (3 inch) and larger diameter. Undisturbed sound stumps, roots up to 75 mm (3 inch) diameter, and nonperishable solid objects a minimum of 900 mm (3 feet) below subgrade or finished embankment may be left. Cemetery Projects: do not leave material within burial profile up to 2400 mm (8 feet) below finished grade.
- C. Trees and Shrubs: Trees and shrubs, not shown for removal, may be removed from areas within 4500 mm (15 feet) of new construction and 2250 mm (7.5 feet) of utility lines when removal is approved in advance by Resident Engineer. Remove materials from Cemetery Property. Trees and shrubs, shown to be transplanted, shall be dug with a ball of earth and burlapped in accordance with latest issue of, "American Standard for Nursery Stock" of the American Association of Nurserymen, Inc. Transplant trees and shrubs to a permanent or temporary position within two hours after digging. Maintain trees and shrubs held in temporary locations by watering as necessary and feeding semiannually with liquid fertilizer with a minimum analysis of 5 percent nitrogen, 10 percent phosphorus, and 5 percent potash. Maintain plants moved to permanent positions as specified for plants in temporary locations until conclusion of contract. Box, and otherwise protect from damage, existing trees and shrubs which are not shown to be removed in construction area. Immediately repair damage to existing trees and shrubs by trimming, cleaning and painting damaged areas, including roots, in accordance with standard industry horticultural practice for the geographic area and plant species. Do not store building materials closer to trees and shrubs, that are to remain, than farthest extension of their limbs.
- D. Stripping Topsoil: Strip topsoil from within limits of earthwork operations as specified. Topsoil shall be a fertile, friable, natural topsoil of loamy character and characteristic of locality. Topsoil shall be capable of growing healthy horticultural crops of grasses. Stockpile topsoil and protect as directed by Resident Engineer. Eliminate foreign materials, such as weeds, roots, stones, subsoil, frozen clods, and similar foreign materials larger than 0.014 m<sup>3</sup> (1/2 cubic foot) in volume, from soil as it is stockpiled. Retain topsoil on station. Remove foreign materials larger than 50 mm (2 inches) in any dimension from topsoil used in final grading. Topsoil work, such as stripping, stockpiling, and similar topsoil work shall not, under any circumstances, be carried out when soil is wet so that the composition of the soil will be destroyed. Cemetery Projects: Test the soil for chemicals, pesticides and fertilizers if topsoil is to be removed from lands formerly utilized as farmland, to verify suitability for use as topsoil in the cemetery where new lawn areas are to be established.

- E. Concrete Slabs and Paving: Score deeply or saw cut to insure a neat, straight cut, sections of existing concrete slabs and paving to be removed where excavation or trenching occurs. Extend pavement section to be removed a minimum of 300 mm (12 inches) on each side of widest part of trench excavation and insure final score lines are approximately parallel unless otherwise indicated. Remove material from Cemetery Property.
- F. Lines and Grades: Grades shall conform to elevations indicated on plans within the tolerances specified. Generally grades shall be established to provide a smooth surface, free from irregular surface changes. Grading shall comply with compaction requirements and grade cross sections, lines, and elevations indicated. Where spot grades are indicated the grade shall be established based on interpolation of the elevations between the spot grades while maintaining appropriate transition at structures and paving and uninterrupted drainage flow into inlets.
  - 2. Subsequent to establishment of lines and grades, Contractor will be responsible for any additional cut and/or fill required to ensure that site is graded to conform to elevations indicated on plans.
- G. Disposal: All materials removed from the property shall be disposed of at a legally approved site, for the specific materials, and all removals shall be in accordance with all applicable Federal, State and local regulations.

#### 5.12.5.5 EXCAVATION

- A. Shoring, Sheet piling and Bracing: Shore, brace, or slope, its angle of repose or to an angle considered acceptable by the Resident Engineer, banks of excavations to protect workmen, banks, adjacent paving, structures, and utilities.
  - 1. Design of the temporary support of excavation system is the responsibility of the Contractor.
  - 2. Construction of the support of excavation system shall not interfere with the permanent structure and may begin only after a review by the Resident Engineer.
  - 3. Extend shoring and bracing to a minimum of 1500 mm (5 feet) below the bottom of excavation. Shore excavations that are carried below elevations of adjacent existing foundations.
  - 4. If bearing material of any foundation is disturbed by excavating, improper shoring or removal of existing or temporary shoring, placing of backfill, and similar operations, the Contractor shall provide a concrete fill support in compliance with specifications Section 31 23 23.33, FLOWABLE FILL, under disturbed foundations, at no additional cost to the Government. Do not remove shoring until permanent work in excavation has been inspected and approved by Resident Engineer.

- B. Excavation Drainage: Operate pumping equipment, and/or provide other materials, means and equipment as required to keep excavation free of water and subgrade dry, firm, and undisturbed until approval of permanent work.
- C. Subgrade Protection: Protect subgrades from softening, undermining, washout, or damage by rain or water accumulation. Reroute surface water runoff from excavated areas and not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches. When subgrade for foundations has been disturbed by water, remove disturbed material to firm undisturbed material after water is brought under control. Replace disturbed subgrade in trenches with concrete or material approved by the Resident Engineer.
- D. Proofrolling:
1. After rough grade has been established in cut areas and prior to placement of fill in fill areas under building and pavements, proof roll exposed subgrade with a fully loaded dump truck to check for pockets of soft material.
  2. Proofrolling shall consist of at least two complete passes with one pass being in a direction perpendicular to preceding one. Remove any areas that deflect, rut, or pump excessively during proof rolling, or that fail to consolidate after successive passes to suitable soils and replaced with compacted fill. Maintain subgrade until succeeding operation has been accomplished.
- F. Building Earthwork:
1. Excavation shall be accomplished as required by drawings and specifications.
  2. Excavate foundation excavations to solid undisturbed subgrade.
  3. Remove loose or soft materials to a solid bottom.
  4. Fill excess cut under footings or foundations with 25 MPa (3000 psi) concrete poured separately from the footings.
  5. Do not tamp earth for backfilling in footing bottoms, except as specified.
  6. Slope grades to direct water away from excavations and to prevent ponding.
- G. Trench Earthwork:
1. Utility trenches (except sanitary and storm sewer):
    - a. Excavate to a width as necessary for sheeting and bracing and proper performance of the work.
    - b. Grade bottom of trenches with bell holes scooped out to provide a uniform bearing.
    - c. Support piping on undisturbed earth unless a mechanical support is shown.
    - d. Length of open trench in advance of piping laying shall not be greater than is authorized by Resident Engineer.

H. Site Earthwork: Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation. Excavation shall be accomplished as required by drawings and specifications. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 25 mm (1 inch). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, complying with OSHA requirements, and for inspections. Remove subgrade materials that are unsuitable, and replace with acceptable material. If there is a question as to whether material is unsuitable or not, the contractor shall obtain samples of the material, under the direction of the Resident Engineer, and the materials shall be examined by an independent testing laboratory for soil classification to determine whether it is unsuitable or not.

1. Site Grading:

- a. Provide a smooth transition between adjacent existing grades and new grades.
- b. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- c. Slope grades to direct water away from buildings and to prevent ponds from forming where not designed. Finish subgrades to required elevations within the following tolerances:
  - 1) Lawn or Unpaved Areas: Plus or minus 25 mm (1 inch).
  - 2) Walks: Plus or minus 25 mm (1 inch).
  - 3) Pavements: Plus or minus 13 mm (1/2 inch).
- d. Grading Inside Building Lines: Finish subgrade to a tolerance of 13 mm (1/2 inch) when tested with a 3000 mm (10 foot) straightedge.

5.12.5.6 FILLING AND BACKFILLING

- A. General: Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation. For fill and backfill, use excavated materials and borrow meeting the criteria specified herein, as applicable. Borrow will be supplied at no additional cost to the Government. Do not use unsuitable excavated materials. Do not backfill until foundation walls have been completed above grade and adequately braced, waterproofing or dampproofing applied, foundation drainage, and pipes coming in contact with backfill have been installed and work inspected and approved by Resident Engineer.
- B. Placing: Place materials in horizontal layers not exceeding 200 mm (8 inches) in loose depth for material compacted by heavy compaction equipment, and not more than 100 mm (4 inches) in loose depth for material compacted by hand-operated tampers and then compacted. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Place no material on surfaces that are muddy, frozen, or contain frost.

- C. Compaction: Compact with approved tamping rollers, sheepfoot rollers, pneumatic tired rollers, steel wheeled rollers, vibrator compactors, or other approved equipment (hand or mechanized) well suited to soil being compacted. Do not operate mechanized vibratory compaction equipment within 3000 mm (10 feet) of new or existing building walls without prior approval of Resident Engineer. Moisten or aerate material as necessary to provide moisture content that will readily facilitate obtaining specified compaction with equipment used. Compact soil to not less than the following percentages of maximum dry density, according to ASTM D698 or ASTM D1557.

#### 5.12.5.7 GRADING

- A. General: Uniformly grade the areas within the limits of this section, including adjacent transition areas. Smooth the finished surface within specified tolerance. Provide uniform levels or slopes between points where elevations are indicated, or between such points and existing finished grades. Provide a smooth transition between abrupt changes in slope.
- B. Cut rough or sloping rock to level beds for foundations. In pipe spaces or other unfinished areas, fill low spots and level off with coarse sand or fine gravel.
- C. Slope backfill outside building away from building walls for a minimum distance of 1800 mm (6 feet).
- D. Finish grade earth floors in pipe basements as shown to a level, uniform slope and leave clean.
- E. Finished grade shall be at least 150 mm (6 inches) below bottom line of window or other building wall openings unless greater depth is shown.
- F. Place crushed stone or gravel fill under concrete slabs on grade, tamped, and leveled. Thickness of fill shall be 150 mm (6 inches) unless otherwise shown.
- G. Finish subgrade in a condition acceptable to Resident Engineer at least one day in advance of paving operations. Maintain finished subgrade in a smooth and compacted condition until succeeding operation has been accomplished. Scarify, compact, and grade subgrade prior to further construction when approved compacted subgrade is disturbed by Contractor's subsequent operations or adverse weather.
- H. Grading for Paved Areas: Provide final grades for both subgrade and base course to +/- 6 mm (0.25 inches) of indicated grades.

#### 5.12.5.8 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Cemetery property.

- B. Remove from site and dispose of any excess excavated materials after all fill and backfill operations have been completed.
- C. Segregate all excavated contaminated soil designated by the Resident Engineer from all other excavated soils, and stockpile on site on two 0.15 mm (6 mil) polyethylene sheets with a polyethylene cover. A designated area shall be selected for this purpose. Dispose of excavated contaminated material in accordance with State and Local requirements.

#### **5.12.5.9 CLEAN UP**

Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide site clear, clean, free of debris, and suitable for subsequent construction operations. Remove all debris, rubbish, and excess material from Cemetery Property.

----- E N D -----

## **6.0 General Requirements**

### **6.1 Fire Safety**

6.1.1 Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR.

6.1.2 Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

6.1.3 Facilities: Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet). Onsite staging area is to be defined by COR after contract award.

6.1.4 Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70. If temporary electrical is required, the Contractor shall notify the COR prior to use of Temporary Electrical Services.

6.1.5 Means of Egress: Do not block exits of occupied buildings, including paths from exits to roads.

6.1.6 Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.

6.1.7 Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.

6.1.8 Smoking: Smoking is prohibited except in designated smoking rest areas.

### **6.2 Operation & Storage Areas**



6.2.1 Burial activities at a National Cemetery shall take precedence over Contractor activities. Cemetery interment services cannot be disturbed. To cause the least possible interference with cemetery activities, the Contractor shall cease all work in areas where burials are taking place. Contractor equipment and personnel are prohibited from passing through the service area during this period.

6.2.2 The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized and coordinated with the cemetery director. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature resulting from the Contractor's performance and/or negligence. It is understood that the Government shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.

6.2.3 Temporary buildings (e.g., storage sheds, shops, offices), utility connections and staging area may be constructed the Contractor only with the approval of the Contracting Officer, as coordinated with the COR and the cemetery director, and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings, utility connections and staging area shall remain the property of the Contractor and shall be removed by the Contractor at its own expense upon completion of the work. Access to adjacent cemetery utilities will be made available for Contractor temporary buildings in reasonable amounts, as coordinated with the COR and the cemetery director, and shall be metered and utility usage paid for at Contractor's own expense.

6.2.4 Before work operations begin, Contractor shall have the option to provide a chain link fence, six feet minimum height, around the staging area in accordance with the following standards: Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade.

6.2.5 The Contractor shall provide temporary signage to notify Government personnel and visitors of restricted access to Contractor work areas. Signage shall be provided in any areas inside or outside the construction areas visible to the public that have been directly or indirectly affected stating the following: "WE APOLOGIZE FOR THE UNSEEMLY APPEARANCE WHILE WORK IS BEING DONE. THANK YOU FOR YOUR COOPERATION."

### 6.3 Utilities Interruptions

6.3.1 No utility services such as roads, sidewalks, water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of the COR.

6.3.2 Contractor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.

6.3.3 Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption shall cause least inconvenience to operations of Cemetery. Interruption time approved by the cemetery may occur at other than Contractor's normal working hours.

6.3.4 To minimize interference of Contractor activities with flow of Cemetery traffic, the Contractor is to keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris, equipment and vehicles. At least one lane must be open to traffic at all times.

#### 6.4 Protection of Existing Vegetation, Grass, Structures, Equipment, Utilities and Improvements

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

6.4.2 The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. Refer to paragraph 6.5 Restoration for additional instructions concerning repair of Contractor caused damage to structures and site improvements.

6.4.3 The Contractor shall clean any Government property; including cemetery structures, headstones and monuments; that are soiled or stained because of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones and monuments at the end of each workday. Any such cleaning or washing shall be brought to the immediate attention of the COR prior to cleaning or washing. No hazardous chemicals shall be used at any time on Government property.

6.4.4 At the end of each day, the Contractor shall remove all debris from the cemetery site resulting from the performance of the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place trash receptacle dumpsters in the COR approved staging area.

#### 6.5 Restoration

6.5.1 Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Contractor shall not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.

6.5.2 Upon completion of contract, deliver work complete and undamaged. Existing work (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.

6.5.3 The Contractor, at its own expense, shall immediately restore to service and repair any damage caused by Contractor's workmen/sub-contractors to existing piping, conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone - if applicable), to the work performed under this agreement, which are not scheduled for discontinuance or abandonment.

6.6 Layout of Work: The Contractor shall layout the work and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades needed to accomplish the work.

6.7 Use of Roadways: For hauling, use only established public roads and roads on cemetery property and, only when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed and removed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, must be protected by well-constructed bridges. When materials and/or equipment are transported in the performance of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations.

6.8 Temporary Toilets: Temporary toilets shall be provided and removed by the Contractor at Contractor's expense, at the Contractor staging area only, for use of all Contractor workmen. Perform daily maintenance and keep such areas sanitary, clean and free from insects and other fauna. Contractor shall remove all connections and installed appliances prior to completion of contract and restore the premises to existing conditions.

6.9 Availability of Utilities: Access to adjacent cemetery utilities will be made available for Contractor temporary buildings in reasonable amounts, as coordinated with the COR and the cemetery director, and shall be metered and utility usage paid for at Contractor's own expense.

6.10 Historic Preservation: Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources not indicated in paragraph 3.0 Scope of Work, the Contractor shall immediately stop work, verbally notify the COR immediately, and then follow up with a written report to the COR within 24 hrs.

#### 6.11 Identification, Parking, Smoking and VA Regulations

6.11.1 Identification of the Contractor's employees shall be coordinated with the cemetery director (or his/her designated representative) before any work at the cemetery may begin. All Contractor employees shall adhere to each cemetery's Facility Security Policy. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The cemetery shall not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

6.11.2 Smoking is prohibited inside any buildings at the cemetery. Possession of weapons is prohibited from any cemetery buildings and grounds. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

#### 6.12 Insurance (Work on a Government Installation)

6.12.1 The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, the minimum types and amounts of insurance required by the Contracting Officer.

6.12.2 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;

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

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

6.12.3 As determined by the Contracting Officer, the Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and

shall require sub-Contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all sub-Contractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

6.13 Required Documentation: The Contractor shall obtain all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal and at other times where the COR or Contracting Officer deems necessary during the execution of the project.

#### 6.14 Contractor Personnel Standards of Behavior (Work on a Government Installation)

6.14.1 Contractor personnel are required to adhere to the following standards of dress, conduct, supervision and training while performing work on a Government Installation. Any violations shall be subject to immediate enforcement action by the Contracting Officer if these standards are not met. Contractor is responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices. Contractor personnel shall:

6.14.1.1 Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.

6.14.1.2 Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.

6.14.1.3 Not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.

6.14.1.4 Consume food and beverage only within areas designated by the cemetery director (or his/her designated representative). Intoxication, and violence or criminal acts of any kind shall not be tolerated and is cause for immediate removal from a Government Installation. Use or sale of intoxicating beverages and/or drugs is strictly prohibited and use of tobacco products is only allowed in specific areas designated by the cemetery director (or his/her designated representative).

6.14.1.5 Only take breaks/rest periods, lunch breaks and bathrooms breaks in the Contractor Break Area, designated by the cemetery director (or his/her designated representative), not in the field. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

6.14.2 The Contractor shall ensure that his/her employees (including Contractor Consultants, Sub-Contractors, etc.) are aware of all the terms and conditions set forth in the contract regarding their performance and conduct.

#### 6.15 Safety

6.15.1 Matters related to safety, and any actions of the Contractor, must meet all safety requirements of the cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is the responsibility of the Contractor to be familiar with these requirements. The Contractor shall assign a safety representative who maintains regular and routine contact with the Safety Officer at the cemetery.

6.15.2 The Contractor is required to report all "on-the-job" injuries, all utility strikes, and all damage to government property incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall verbally notify the COR within twenty-four (24) hours of the injury, utility strike or damage and provide details and exact location of the incident. Contractor shall follow up with a written notice to the COR within forty-eight (48) hours. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

6.16 Warranties: The Contractor shall provide a General Warranty and guarantee all work for one (1) year from substantial completion. Any sub-contractor extended warranties provided to the Contractor shall be provided to the Government.

**(END OF STATEMENT OF WORK)**

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2014)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.



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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) System for Award Management (SAM).

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall

provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

(End of Clause)

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

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

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

**C.2 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(s):

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEPT 2013
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	JUL 2013
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION, WITH ALTERNATE I	MAY 2011
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS	MAY 2008
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984

52.246-2	INSPECTION OF SUPPLIES -- FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.273-75	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	INTERIM- OCT 2008

### C.3 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

### C.4 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 \$500.00, 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 \$50,000;

(2) Any order for a combination of items in excess of \$100,000 or

(3) A series of orders from the same ordering office within 90 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 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## **C.5 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

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

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

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

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

(End of Clause)

## **C.6 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 of contract expiration.

(End of Clause)

## **C.7 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 of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed September 30, 2018 and additional six month, if extension of performance was granted.

(End of Clause)

### **C.8 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

(a) “*Hazardous material*,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

<b>Material</b>  <i>(If none, insert “None”)</i>	<b>Identification No.</b>

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

*Alternate I (Jul 1995).* If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

## **C. 9 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

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

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

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

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

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



(End of Clause)

**C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

(c) Automobile liability: \$250,000.00 per person; \$500,000.00 per occurrence and \$100,000.00 property damage.

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

(End of Clause)

**C.11 52.228-16 PERFORMANCE AND PAYMENT BONDS-- OTHER THAN CONSTRUCTION (NOV 2006)**

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

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100% percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100% percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 calendar days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782.  
Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of Clause)

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

Funds are not presently available for performance under this contract beyond September 30, 2014. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2014, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### **C.13 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**

(a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of Clause)

## C.14 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

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

(1) Means a small business concern:

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

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

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

(c) Agreement. A service-disabled veteran owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern’s employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

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

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

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

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

(End of Clause)

## **C.15 VAAR 852.232-72 ELECTRONIC INVOICE SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) Definitions. As used in this clause-

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

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

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, 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.

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

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

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

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

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

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

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

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

**(End of Addendum to 52.212-4)**

## C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2014)

(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:

\_X\_ (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).

\_X\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (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) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

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

\_X\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

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

\_\_\_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (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 Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

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

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

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

\_X\_ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (July 2010) of 52.219-9.

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

\_X\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

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

\_\_\_ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ 23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_X\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

\_X\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

\_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

\_X\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

\_X\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_X\_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

\_X\_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_X\_ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_X\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)

\_\_\_ (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.)

\_X\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (39) (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\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

\_\_\_ (41) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (42) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 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 (Mar 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.

\_X\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).



X   (44) 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).

       (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

       (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

       (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

       (48) 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)).

       (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

  X   (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

       (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

       (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

       (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

  X   (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

  X   (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 Benefit
Grounds Maintenance Worker WG-3, step 1	\$17.20
Ground Maintenance Worker WG-5 , step 1	\$19.96
Ground Maintenance Supervisor / Forman WS-7, step 1	\$32.52

\_\_\_ (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) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

X (9) 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 (Jul 2013) (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) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(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, Employment Eligibility Verification (Aug 2013).

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

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### 4.1 - ATTACHMENT A

Past Performance Questionnaire (2 pages)

### 4.2- ATTACHMENT B

The DOL Wage Determination for the specific locality applies to this solicitation and any contract awarded is available at [www.wdol.gov](http://www.wdol.gov). Please note the listing below is not all inclusive wage determination of each area of performance. It is the contractor's responsible to obtain and evaluate each wage determination locality, including updates.

Service Contract Act

Wage Determination No.: 2005-2273

Revision No.: 14

Date of Revision: 06/19/2013

### 4.3- ATTACHMENT C

Contract Descrefency Report (CDR)

#### 4.1 - ATTACHMENT A – PAST PERFORMANCE QUESTIONNAIRE

**INSTRUCTIONS:** Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List three (3) contracts for evaluation limited to the last five (5) years. (One contract reference per form, Form may be duplicated)

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

**Contractor (you) Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Contract Information:**

Name of company/agency you provided service for: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date of Award: \_\_\_\_\_

Status: Completed, Yes\_\_\_\_ No\_\_\_\_ If not completed, projected completion date \_\_\_\_\_

If not completed, why? \_\_\_\_\_

Were you the Prime? \_\_\_\_\_ were you the Sub? \_\_\_\_\_

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

Name of the Contract Person & their position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Complexity of Product/Service, if any:

Percentage of Work completed by your company/by subcontractor:

(End of Section)

**4.2 ATTACHMENT B –SERVICE WAGE DETERMINATION**

WD 05-2449 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2449
Director	Wage Determinations	Revision No.: 13
		Date Of Revision: 06/19/2013

States: New Jersey, Pennsylvania

Area: New Jersey Counties of Burlington, Camden, Gloucester. Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.12
01012 - Accounting Clerk II		16.97
01013 - Accounting Clerk III		18.99
01020 - Administrative Assistant		22.97
01040 - Court Reporter		19.17
01051 - Data Entry Operator I		13.68
01052 - Data Entry Operator II		14.93
01060 - Dispatcher, Motor Vehicle		21.93
01070 - Document Preparation Clerk		15.07
01090 - Duplicating Machine Operator		15.07
01111 - General Clerk I		14.03
01112 - General Clerk II		15.31
01113 - General Clerk III		18.25
01120 - Housing Referral Assistant		22.38
01141 - Messenger Courier		13.62
01191 - Order Clerk I		16.23
01192 - Order Clerk II		17.72
01261 - Personnel Assistant (Employment) I		17.75
01262 - Personnel Assistant (Employment) II		19.86
01263 - Personnel Assistant (Employment) III		22.13
01270 - Production Control Clerk		22.34
01280 - Receptionist		15.24
01290 - Rental Clerk		16.80
01300 - Scheduler, Maintenance		17.95
01311 - Secretary I		17.95
01312 - Secretary II		20.09
01313 - Secretary III		22.38
01320 - Service Order Dispatcher		20.00
01410 - Supply Technician		22.97
01420 - Survey Worker		19.17
01531 - Travel Clerk I		14.01
01532 - Travel Clerk II		15.12
01533 - Travel Clerk III		16.22
01611 - Word Processor I		15.01
01612 - Word Processor II		16.85
01613 - Word Processor III		18.85
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.66
05010 - Automotive Electrician		20.79
05040 - Automotive Glass Installer		19.11
05070 - Automotive Worker		19.93
05110 - Mobile Equipment Servicer		17.51
05130 - Motor Equipment Metal Mechanic		21.60

05160 - Motor Equipment Metal Worker	19.93
05190 - Motor Vehicle Mechanic	21.70
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	18.51
05280 - Motor Vehicle Wrecker	19.93
05310 - Painter, Automotive	19.94
05340 - Radiator Repair Specialist	19.73
05370 - Tire Repairer	16.12
05400 - Transmission Repair Specialist	21.60
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.80
07041 - Cook I	13.58
07042 - Cook II	14.78
07070 - Dishwasher	10.58
07130 - Food Service Worker	10.92
07210 - Meat Cutter	20.01
07260 - Waiter/Waitress	11.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.90
09040 - Furniture Handler	16.13
09080 - Furniture Refinisher	19.90
09090 - Furniture Refinisher Helper	18.07
09110 - Furniture Repairer, Minor	19.60
09130 - Upholsterer	19.90
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.56
11060 - Elevator Operator	15.31
11090 - Gardener	20.25
11122 - Housekeeping Aide	15.31
11150 - Janitor	15.31
11210 - Laborer, Grounds Maintenance	16.54
11240 - Maid or Houseman	11.37
11260 - Pruner	16.00
11270 - Tractor Operator	18.46
11330 - Trail Maintenance Worker	16.54
11360 - Window Cleaner	16.67
12000 - Health Occupations	
12010 - Ambulance Driver	18.62
12011 - Breath Alcohol Technician	19.34
12012 - Certified Occupational Therapist Assistant	19.52
12015 - Certified Physical Therapist Assistant	21.11
12020 - Dental Assistant	19.97
12025 - Dental Hygienist	33.77
12030 - EKG Technician	27.56
12035 - Electroneurodiagnostic Technologist	27.56
12040 - Emergency Medical Technician	18.62
12071 - Licensed Practical Nurse I	17.28
12072 - Licensed Practical Nurse II	19.34
12073 - Licensed Practical Nurse III	21.55
12100 - Medical Assistant	16.35
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	16.01
12190 - Medical Record Technician	17.91
12195 - Medical Transcriptionist	17.67
12210 - Nuclear Medicine Technologist	34.10
12221 - Nursing Assistant I	11.37
12222 - Nursing Assistant II	12.78
12223 - Nursing Assistant III	13.95
12224 - Nursing Assistant IV	15.79
12235 - Optical Dispenser	18.70
12236 - Optical Technician	16.04
12250 - Pharmacy Technician	15.53
12280 - Phlebotomist	15.79
12305 - Radiologic Technologist	27.30
12311 - Registered Nurse I	29.71
12312 - Registered Nurse II	36.35
12313 - Registered Nurse II, Specialist	36.35



12314 - Registered Nurse III	43.98
12315 - Registered Nurse III, Anesthetist	43.98
12316 - Registered Nurse IV	52.71
12317 - Scheduler (Drug and Alcohol Testing)	23.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.47
13012 - Exhibits Specialist II	26.14
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.81
13042 - Illustrator II	27.01
13043 - Illustrator III	33.05
13047 - Librarian	33.12
13050 - Library Aide/Clerk	13.54
13054 - Library Information Technology Systems Administrator	25.74
13058 - Library Technician	18.54
13061 - Media Specialist I	18.14
13062 - Media Specialist II	19.95
13063 - Media Specialist III	22.00
13071 - Photographer I	18.66
13072 - Photographer II	20.87
13073 - Photographer III	25.85
13074 - Photographer IV	31.63
13075 - Photographer V	36.15
13110 - Video Teleconference Technician	19.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.63
14042 - Computer Operator II	20.85
14043 - Computer Operator III	23.23
14044 - Computer Operator IV	25.81
14045 - Computer Operator V	28.59
14071 - Computer Programmer I	(see 1) 26.47
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.63
14160 - Personal Computer Support Technician	25.81
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.82
15020 - Aircrew Training Devices Instructor (Rated)	39.04
15030 - Air Crew Training Devices Instructor (Pilot)	42.83
15050 - Computer Based Training Specialist / Instructor	34.82
15060 - Educational Technologist	28.68
15070 - Flight Instructor (Pilot)	42.83
15080 - Graphic Artist	24.15
15090 - Technical Instructor	23.67
15095 - Technical Instructor/Course Developer	28.96
15110 - Test Proctor	19.57
15120 - Tutor	19.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.42
16030 - Counter Attendant	11.42
16040 - Dry Cleaner	14.39
16070 - Finisher, Flatwork, Machine	11.42
16090 - Presser, Hand	11.42
16110 - Presser, Machine, Dry-cleaning	11.42
16130 - Presser, Machine, Shirts	11.42
16160 - Presser, Machine, Wearing Apparel, Laundry	11.42
16190 - Sewing Machine Operator	15.22
16220 - Tailor	16.09
16250 - Washer, Machine	12.66
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.64
19040 - Tool And Die Maker	29.32

21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.74
21030 - Material Coordinator	22.34
21040 - Material Expediter	22.34
21050 - Material Handling Laborer	16.04
21071 - Order Filler	15.92
21080 - Production Line Worker (Food Processing)	17.74
21110 - Shipping Packer	18.04
21130 - Shipping/Receiving Clerk	18.04
21140 - Store Worker I	14.40
21150 - Stock Clerk	18.61
21210 - Tools and Parts Attendant	17.74
21410 - Warehouse Specialist	18.67
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.14
23021 - Aircraft Mechanic I	27.99
23022 - Aircraft Mechanic II	29.14
23023 - Aircraft Mechanic III	30.35
23040 - Aircraft Mechanic Helper	21.64
23050 - Aircraft, Painter	26.79
23060 - Aircraft Servicer	24.57
23080 - Aircraft Worker	25.65
23110 - Appliance Mechanic	23.16
23120 - Bicycle Repairer	17.12
23125 - Cable Splicer	31.75
23130 - Carpenter, Maintenance	24.26
23140 - Carpet Layer	26.15
23160 - Electrician, Maintenance	29.96
23181 - Electronics Technician Maintenance I	23.74
23182 - Electronics Technician Maintenance II	26.06
23183 - Electronics Technician Maintenance III	29.52
23260 - Fabric Worker	22.65
23290 - Fire Alarm System Mechanic	24.43
23310 - Fire Extinguisher Repairer	21.27
23311 - Fuel Distribution System Mechanic	24.62
23312 - Fuel Distribution System Operator	21.94
23370 - General Maintenance Worker	21.45
23380 - Ground Support Equipment Mechanic	27.99
23381 - Ground Support Equipment Servicer	25.65
23382 - Ground Support Equipment Worker	21.27
23391 - Gunsmith I	23.64
23392 - Gunsmith II	25.92
23393 - Gunsmith III	26.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.16
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	27.16
23430 - Heavy Equipment Mechanic	24.56
23440 - Heavy Equipment Operator	28.74
23460 - Instrument Mechanic	23.53
23465 - Laboratory/Shelter Mechanic	24.85
23470 - Laborer	13.69
23510 - Locksmith	22.19
23530 - Machinery Maintenance Mechanic	24.68
23550 - Machinist, Maintenance	21.98
23580 - Maintenance Trades Helper	16.19
23591 - Metrology Technician I	23.53
23592 - Metrology Technician II	24.50
23593 - Metrology Technician III	25.51
23640 - Millwright	26.97
23710 - Office Appliance Repairer	21.42
23760 - Painter, Maintenance	21.49
23790 - Pipefitter, Maintenance	32.15
23810 - Plumber, Maintenance	27.99
23820 - Pneudraulic Systems Mechanic	25.92
23850 - Rigger	25.38
23870 - Scale Mechanic	23.64

23890 - Sheet-Metal Worker, Maintenance	29.90
23910 - Small Engine Mechanic	23.36
23931 - Telecommunications Mechanic I	26.00
23932 - Telecommunications Mechanic II	27.07
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	22.63
23965 - Well Driller	23.07
23970 - Woodcraft Worker	25.92
23980 - Woodworker	21.01
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.15
24580 - Child Care Center Clerk	18.03
24610 - Chore Aide	11.26
24620 - Family Readiness And Support Services Coordinator	14.71
24630 - Homemaker	20.05
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	27.13
25040 - Sewage Plant Operator	22.17
25070 - Stationary Engineer	27.13
25190 - Ventilation Equipment Tender	20.79
25210 - Water Treatment Plant Operator	22.17
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.00
27007 - Baggage Inspector	14.94
27008 - Corrections Officer	20.73
27010 - Court Security Officer	21.99
27030 - Detection Dog Handler	18.37
27040 - Detention Officer	20.73
27070 - Firefighter	20.84
27101 - Guard I	14.94
27102 - Guard II	18.37
27131 - Police Officer I	27.66
27132 - Police Officer II	30.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.15
28042 - Carnival Equipment Repairer	12.21
28043 - Carnival Equipment Worker	9.93
28210 - Gate Attendant/Gate Tender	13.43
28310 - Lifeguard	11.28
28350 - Park Attendant (Aide)	15.03
28510 - Recreation Aide/Health Facility Attendant	10.59
28515 - Recreation Specialist	16.18
28630 - Sports Official	11.97
28690 - Swimming Pool Operator	19.47
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.63
29020 - Hatch Tender	25.63
29030 - Line Handler	25.63
29041 - Stevedore I	24.75
29042 - Stevedore II	26.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.91
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.13
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.78
30021 - Archeological Technician I	20.60
30022 - Archeological Technician II	23.05
30023 - Archeological Technician III	28.54
30030 - Cartographic Technician	29.12
30040 - Civil Engineering Technician	25.55
30061 - Drafter/CAD Operator I	20.60
30062 - Drafter/CAD Operator II	23.05
30063 - Drafter/CAD Operator III	25.69
30064 - Drafter/CAD Operator IV	31.62
30081 - Engineering Technician I	18.51
30082 - Engineering Technician II	21.39
30083 - Engineering Technician III	23.93

30084 - Engineering Technician IV	29.64
30085 - Engineering Technician V	31.93
30086 - Engineering Technician VI	39.73
30090 - Environmental Technician	22.39
30210 - Laboratory Technician	20.75
30240 - Mathematical Technician	23.33
30361 - Paralegal/Legal Assistant I	20.05
30362 - Paralegal/Legal Assistant II	24.83
30363 - Paralegal/Legal Assistant III	30.38
30364 - Paralegal/Legal Assistant IV	36.76
30390 - Photo-Optics Technician	29.64
30461 - Technical Writer I	25.29
30462 - Technical Writer II	30.95
30463 - Technical Writer III	37.39
30491 - Unexploded Ordnance (UXO) Technician I	24.09
30492 - Unexploded Ordnance (UXO) Technician II	29.15
30493 - Unexploded Ordnance (UXO) Technician III	34.93
30494 - Unexploded (UXO) Safety Escort	24.09
30495 - Unexploded (UXO) Sweep Personnel	24.09
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.69
Surface Programs	
30621 - Weather Observer, Senior (see 2)	28.54
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.23
31030 - Bus Driver	17.55
31043 - Driver Courier	16.94
31260 - Parking and Lot Attendant	10.53
31290 - Shuttle Bus Driver	18.14
31310 - Taxi Driver	12.19
31361 - Truckdriver, Light	18.14
31362 - Truckdriver, Medium	22.10
31363 - Truckdriver, Heavy	22.46
31364 - Truckdriver, Tractor-Trailer	22.43
99000 - Miscellaneous Occupations	
99030 - Cashier	10.11
99050 - Desk Clerk	10.62
99095 - Embalmer	30.75
99251 - Laboratory Animal Caretaker I	11.41
99252 - Laboratory Animal Caretaker II	12.22
99310 - Mortician	35.34
99410 - Pest Controller	19.77
99510 - Photofinishing Worker	17.97
99710 - Recycling Laborer	20.39
99711 - Recycling Specialist	23.70
99730 - Refuse Collector	18.73
99810 - Sales Clerk	12.21
99820 - School Crossing Guard	12.01
99830 - Survey Party Chief	29.97
99831 - Surveying Aide	19.91
99832 - Surveying Technician	22.89
99840 - Vending Machine Attendant	16.99
99841 - Vending Machine Repairer	19.47
99842 - Vending Machine Repairer Helper	16.99

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

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

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

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order

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

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

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

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

6) The contractor informs the affected employees.

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

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

# ATTACHMENT C – CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
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Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
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12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				



## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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

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

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

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

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

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

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

#### **ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**

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

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

## E.2 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

(a)

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

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

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

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

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

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(2) Examples.

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

(End of Provision)

### **E.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

### **E.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

### **E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Eric D. Washington, Sr.  
Contracting Officer  
Mailing Address:

Department of Veterans Affairs  
National Cemetery Administration  
75 Barrett Heights Rd., Suite 309  
Stafford, VA 22554

Mailing Address:  
Department of Veterans Affairs  
National Cemetery Administration  
75 Barrett Heights Rd., Suite 309  
Stafford, VA 22554

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

(End of Provision)

### **E.6 52.237-1 SITE VISIT (APR 1984)**

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

(End of Provision)

### **E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

(7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

## **E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

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

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

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

(End of Provision)

## **E.10 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(s):

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>



(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.223-1	BIOBASED PRODUCT CERTIFICATION	DEC 2007
52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	DEC 2012
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999

(End of Addendum to 52.212-1)

### **E.11 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the requirements of the solicitation and proposes products/services within the scope of the Schedule of Supplies/Services and Statement of Work sections of the solicitation, which will be most advantageous to the Government, price and other factors considered.

Award will be made to the Lowest Price Technically Acceptable (LPTA) Offeror. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors. For evaluation purposes the lowest price will be determined by calculating the total price of Contract Line Item Numbers (CLINs) in order to determine a total amount. Price will be evaluated for reasonableness per FAR 15.305. Price that is deemed not reasonable will be removed from further consideration.

Technical and past performance, when combined – Not Applicable when using LPTA

(b) *Options.* 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)

#### **Addendum to FAR 52.212-2** **Evaluation Process:**

**Award will be made to the Lowest Price Technically Acceptable (LPTA) Offeror.**

**Technical Qualifications:** Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW. The proposal

should not simply restate the Government's requirements, but it should describe, in detail, how the Offeror intends to meet the requirements. In particular, offerors must provide information for the following sub-factors, which are weighted equally:

- Experience of company and / or subcontractors in performing this type of work? Have you done/performed services for a cemetery in the past? Have you done Irrigation System Winterizing and startup in the past? Please explain. See statement of work for more information of what is needed.
- Qualification of Technical personnel (training, experience, certifications if needed)
- Sufficient Personnel/Equipment (list): to include proposed man hours, methodology, list of equipment/vehicles to be used, licenses (if needed), permits (if needed) and insurance information, etc.
- Managerial Qualifications of Key Personnel to include information on key personnel with relevant experience, identification of any sub-contractors(s) used in performance of the contract.
- Performance Plan: submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery. (I.e. performance schedule, frequency, etc...) The contractor's proposal will be evaluated on how well it meets the performance goals of this contract. If using a subcontractor, list the type and percent of work you will perform and that they will perform along with your subcontractor's social economic status (i.e. Disable/Veteran owned, Woman owned, Small, Large Business, etc.).
- Overall technical capability.

**Past Performance:** Past performance will be evaluated for quality, schedule (i.e. recent), price control, business relations, management of key personnel and relevance (ie experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available (FAR 15.305(a) (2) (iv)), the Offeror's past performance will be evaluated neither favorably nor unfavorably.

- Provide three (3) references to include same or similar work.

Use Past Performance Questionnaire from section D. You must include accurate and current POC name, telephone numbers and email address with each reference. The Government will not research contact phone numbers or emails. If a reference cannot be reached with the information provided, the offeror will not get credit for that referral. However, the absence of past performance information will be evaluated neither favorably nor unfavorably. References that are not comparable in size, scope and value to the solicited requirement may be given less consideration.

Technical and past performance, when combined – Not Applicable when using LPTA

**Price:**

- The Government will evaluate offers by adding the total of all line item prices. Price analysis will be conducted to determine a fair and reasonable price. Additionally, a price realism analysis will be conducted for the purpose of assessing whether an offer reflects understanding of contract requirements, risk inherent, or if the proposal is unbalanced. Price may be compared against the Independent Government Estimate (IGE) or against the average mean of the offers received to determine too low or too high offers. The Government reserves the right to use any standard or acceptable method to determine price realism.

The Government will research information and data bases to aid in establishing contractor's responsibility and ability to perform. The databases include, but are not limited to D&B, PPIRS, EPLS, VetBiz and SBA.

**Bonding:** The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The D & B

comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract. Reference FAR 52.228-16 Performance and Payment Bonds – Other than construction.

Offerors shall also provide a copy of their insurance with bid proposal, or before an award.

The Government retains the right to award without discussions. Therefore, offerors are encouraged to provide their best proposals with the materials requested for evaluation. The Government, based on the material presented, will award to the proposal that best demonstrates to be most advantageous for the Government.

## **E.12 ADDITIONAL INSTRUCTIONS TO OFFERORS**

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

**1. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.**

2. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at [VA.Acquisition.Systems@va.gov](mailto:VA.Acquisition.Systems@va.gov). Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.

3. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Iris Chen at [iris.chen1@va.gov](mailto:iris.chen1@va.gov) as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

4. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For

example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

5. The proposal package should contain the following:

- SF-1449 with completed blocks 17a & 30(a, b & c) and fill in the DUNS, Tax I.D. and Email.
- Acknowledgement of any Amendments.
- Price Proposal for all items in the Schedule of Prices.
- Past Performance Questionnaire . Fill out and return with Proposal Package.
- Technical proposal (see addendum to FAR Clause 52.212-2 "Evaluation – Commercial Items" )
  1. **One copy of the technical proposal should NOT identify any of the company's name, address or logo.**
- Completed FAR Provision 52.212-3 "Certifications and Representations" and indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.
- Required Licenses, Bonding, Insurance, Resumes, etc.
- Proposal submission via Email is not accepted at this time.

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on CD	Page Limitations
Volume I.A	Technical/Management Approach Required Cert., Licenses, Resumes	Tech.doc/pdf	20
Volume I.B	Technical/Management Approach, Required Cert., Licenses, Resumes - <b>no logos, names</b>	Tech no logo.doc/pdf	20
Volume II	Past Performance	Past Perf.doc/pdf	Up to 6 page narrative for Prime and 6 pages each Sub (if any).
Volume III	Price	Price.xls/pdf/doc	No Limits
Volume IV	Signed SF-1449, Bonding, Insurance, other docs, FAR Provision 52.212-3, etc.	ReqDocs.doc/pdf	No Limits

All questions pertaining to this solicitation shall be submitted via email to [eric.washington@va.gov](mailto:eric.washington@va.gov) . Responses to all questions received by this date will be posted on FedBizOpps. No questions will be answered by phone calls and no questions will be accepted after that date.

### **E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAY 2014)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

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

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

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—

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

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

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

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

"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.

"Veteran-owned small business concern" means a small business concern—

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

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

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

"Women-owned small business concern" means a small business concern—

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are

current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs (I\$PARAGRAPHS).

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

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

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

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

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

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

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

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

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

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

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

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



venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_]. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.


[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin


[List as necessary]

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

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

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

Line Item No.	Country of Origin


[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

## (ii) Examples.

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

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

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

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

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

## (1) Listed end products.

Listed End Product	Listed Countries of Origin
(I\$END-PRODUCT-1)	(I\$COUNTRY-ORIGIN-1)
(I\$END-PRODUCT-2)	(I\$COUNTRY-ORIGIN-2)
(I\$END-PRODUCT-3)	(I\$COUNTRY-ORIGIN-3)
(I\$END-PRODUCT-4)	(I\$COUNTRY-ORIGIN-4)
(I\$END-PRODUCT-5)	(I\$COUNTRY-ORIGIN-5)

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.



[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of Provision)