

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 20OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 129	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-15-R-0041	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Katherine Iacovelli		b. TELEPHONE NO. (No Collect Calls) 540-658-7231		6. SOLICITATION ISSUE DATE 12-3-2014	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561730 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input 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	
15. DELIVER TO Ft Gibson National Cemetery 1423 Cemetery Rd Ft Gibson, OK 74434				16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556			
17a. CONTRACTOR/OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs NCA Finance Office PO Box 149971 Austin TX 78714			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE:	
FAX:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Base and 4 Option Years if exercised for cemetery grounds maintenance at Ft Gibson in OK. 100% set aside for Small Business DUNS# _____ Email Address: _____ Tel: _____ Proposals must be submitted through Vendor Portal Failure to submit all required documentation as required may result in your submission being determined technically unacceptable removed from further consideration. (Use Reverse and/or Attach Additional Sheets as Necessary)			0 0 0 0			
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	4
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	6
B.3 PRICE SCHEDULE OF SERVICES.....	7
B.4 PERFORMANCE WORK STATEMENT	13
SECTION C - CONTRACT CLAUSES	20
SBA ACT 8(d)(13)(B)	20
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014).....	20
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	24
C.3 52.216-18 ORDERING (OCT 1995)	25
C.4 52.216-19 ORDER LIMITATIONS (OCT 1995).....	25
C.5 52.216-21 REQUIREMENTS (OCT 1995)	26
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	26
C.7 52.222-99 - ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS. (DEVIATION).....	26
C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS	27
C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) 27	
C.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	28
C.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	28
C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	28
C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	29
C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2014)	29
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	34
Attachment 1 Performance Work Requirements Summary (Pwrs)	35
Attachment 2 General Conditions.....	38
Attachment 3 Guidance Specification.....	45
Attachment 4 Grounds Maintenance Maps.....	52
Attachment 5 Work Summary & Progress Report.....	54
Attachment 6 Contract Discrepancy Report	55
Attachment 7 Quality Assurance Surveillance Plan	56
Attachment 8 Wage Determination.....	63
Attachment 9 Past Performance Questionnaire	71
SECTION E - SOLICITATION PROVISIONS	72
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)	72

E.2 VENDOR PORTAL USAGE INFORMATION.....	74
E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999).....	75
E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	77
E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	77
E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	78
E.6 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012).....	79
E.7 52.216-1 TYPE OF CONTRACT (APR 1984).....	79
E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)	80
E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	80
E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998).....	80
E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	81
E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014).....	81
E.13 Vendor’s Guide	Error! Bookmark not defined.

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: Katherine Iacovelli Contracting Officer 00786
Department of Veterans Affairs
NCA Contracting Service
75 Barrett Heights Rd. Suite 309
Stafford VA 22556

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

[X] 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

3. INVOICES: Invoices shall be submitted in arrears:

c. Other [X] monthly after acceptance by Government

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

Contents of Invoice:

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

5. SOLICITATIONS:

Sealed offers for furnishing the supplies or services in the Schedule shall be received at the address specified in Block 9 of SF 1449 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.

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.

6. ACKNOWLEDGEMENT OF AMENDMENTS:

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

AMENDMENT NO

DATE

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. TIME OF DELIVERY:

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

9. OFFER ITEMS:

Provide all necessary labor and materials necessary in order to provide delivery within (30) thirty calendar days after receipt of order.

10. ORDER PROCESSING SEQUENCE

The Department of Veterans Affairs, National Cemetery Administration, Contracting Service, is the only activity authorized to issue orders under this contract.

All offers that fail to furnish required representations and certifications, past performance information or reject the terms and conditions of the solicitation shall be excluded from consideration.

11. POST AWARD CONFERENCE:

Prior to commencement of work, contract awardee is required to make an appointment with Contracting Officer's Representative (COR) to assure that all parties understand all contractual obligations and the role that each party serves.

12. GOVERNMENT HOLIDAYS:

Holidays observed by the Federal Government:

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

If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday

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

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

This solicitation includes 52.219-6 and 52.219-14. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

B.3 PRICE SCHEDULE OF SERVICES

Base Year: March 1, 2015 thru September 30, 2015					
CLIN No.	Supplies/Services	Est. Qty	Unit	Unit Cost	Total Cost
001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, mowed 31 times = Est. 1,085 acres mowed.)	1,085	Acre	\$ _____	\$ _____
002	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, trimmed 31 times = Est. 1,085 acres trimmed.)	1,085	Acre	\$ _____	\$ _____
003	Trim headstones and markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 19,500 headstones and markers, trimmed 31 times = Est. 604,500 headstones/markers)	604,500	Headstone or Marker	\$ _____	\$ _____
004	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 17,100 linear feet, edged 6 times = Est. 102,600 linear feet edged.)	102,600	Linear Feet	\$ _____	\$ _____
005	Pre-Emergent Herbicide Applications (Est. 35 acres, applied 2 times = 70 acres treated.)	70	Acre	\$ _____	\$ _____
006	Post-Emergent Herbicide Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
007	Fertilizer Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
			Total Cost For the Base Year:		\$ _____
Option Year 1: October 1, 2015 thru September 30, 2016					

CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
101	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, mowed 36 times = Est. 1,260 acres mowed.)	1,260	Acre	\$ _____	\$ _____
102	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, trimmed 36 times = Est. 1,260 acres trimmed.)	1,260	Acre	\$ _____	\$ _____
103	Trim headstones and markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 19,950 headstones and markers, trimmed 36 times = Est. 704,088 headstones/markers trimmed.)	718,200	Headstone or Marker	\$ _____	\$ _____
104	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 17,100 linear feet, edged 6 times = Est. 102,600 linear feet edged.)	102,600	Linear Feet	\$ _____	\$ _____
105	Pre-Emergent Herbicide Applications (Est. 35 acres, applied 2 times = 70 acres treated.)	70	Acre	\$ _____	\$ _____
106	Post-Emergent Herbicide Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
107	Fertilizer Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
			Total Cost For the Option Year 1:		\$ _____

Option Year 2: October 1, 2016 thru September 30, 2017					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
201	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, mowed 36 times = Est. 1,260 acres mowed.)	1,260	Acre	\$ _____	\$ _____
202	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, trimmed 36 times = Est. 1,260 acres trimmed.)	1,260	Acre	\$ _____	\$ _____
203	Trim headstones and markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 20,400 headstones and markers, trimmed 36 times = Est. 734,400 headstones/markers trimmed.)	734,400	Headstone or Marker	\$ _____	\$ _____
204	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 17,100 linear feet, edged 6 times = Est. 102,600 linear feet edged.)	102,600	Linear Feet	\$ _____	\$ _____
205	Pre-Emergent Herbicide Applications (Est. 35 acres, applied 2 times = 70 acres treated.)	70	Acre	\$ _____	\$ _____
206	Post-Emergent Herbicide Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
207	Fertilizer Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
			Total Cost For the Option Year 2:		\$ _____

Option Year 3: October 1, 2017 thru September 30, 2018					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
301	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, mowed 36 times = Est. 1,260 acres mowed.)	1,260	Acre	\$ _____	\$ _____
302	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, trimmed 36 times = Est. 1,260 acres trimmed.)	1,260	Acre	\$ _____	\$ _____
303	Trim headstones and markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 20,850 headstones and markers, trimmed 36 times = Est. 750,600 headstones/markers trimmed.)	750,600	Headstone or Marker	\$ _____	\$ _____
304	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 17,100 linear feet, edged 6 times = Est. 102,600 linear feet edged.)	102,600	Linear Feet	\$ _____	\$ _____
305	Pre-Emergent Herbicide Applications (Est. 35 acres, applied 2 times = 70 acres treated.)	70	Acre	\$ _____	\$ _____
306	Post-Emergent Herbicide Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
307	Fertilizer Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
			Total Cost For the Option Year 3:		\$ _____

Option Year 4: October 1, 2018 thru September 30, 2019					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
401	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, mowed 36 times = Est. 1,260 acres mowed.)	1,260	Acre	\$ _____	\$ _____
402	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 35 acres, trimmed 36 times = Est. 1,260 acres trimmed.)	1,260	Acre	\$ _____	\$ _____
403	Trim headstones and markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 21,300 headstones and markers, trimmed 36 times = Est. 766,800 headstones/markers trimmed.)	766,800	Headstone or Marker	\$ _____	\$ _____
404	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 17,100 linear feet, edged 6 times = Est. 102,600 linear feet edged.)	102,600	Linear Feet	\$ _____	\$ _____
405	Pre-Emergent Herbicide Applications (Est. 35 acres, applied 2 times = 70 acres treated.)	70	Acre	\$ _____	\$ _____
406	Post-Emergent Herbicide Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
407	Fertilizer Applications (Est. 35 acres, applied 3 times = 105 acres treated.)	105	Acre	\$ _____	\$ _____
			Total Cost For the Option Year 4:		\$ _____

A.3 PRICE SUMMARY TOTALS

	<u>Total Cost</u>
Base Year – March 1, 2015 thru 9/30/15:	\$ _____
Option Year 1 – 10/1/15 – 9/30/16:	\$ _____
Option Year 2 – 10/1/16 – 9/30/17:	\$ _____
Option Year 3 - 10/1/17 – 9/30/18:	\$ _____
Option Year 4 - 10/1/18 – 9/30/19:	\$ _____
Grand Total (Base + all Option Years):	\$ _____

NOTE: Contract Line Items Numbers (CLINs) and Associated Prices.

Offerors shall enter unit cost and total amounts for each CLIN as indicated in the schedule. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid price and the total of the CLINs will be recomputed accordingly.

Offerors shall enter the Total Cost for each year in the “Summary Totals” where indicated. Offeror shall calculate the Grand Total for all years and enter where indicated.

Offeror is to understand the quantities stated in the schedule are estimates for pricing purposes only. Acreage or linear feet stated in the schedule may not be exact.

B.4 PERFORMANCE WORK STATEMENT

1. GENERAL INFORMATION:

- a. This is a performance-based contract for cemetery grounds maintenance services at Fort Gibson National Cemetery, Fort Gibson, Oklahoma and hereafter referred to as Fort Gibson or "Cemetery." The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities of mowing and trimming; fertilizing and weed control described herein, which are required to maintain a healthy and aesthetic appearance of the Cemetery grounds.
- b. This Performance Work Statement describes the basic objectives of the Fort Gibson National Cemetery Grounds Maintenance Program. The Performance Based Service Contract provides potential Offerors the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the Government with an opportunity to assess the Offeror's understanding of all aspects of the effort to be performed by eliminating the "how to" instructions to accomplish the required effort normally contained on the Statement of Work that the Government traditionally provides to prospective Offerors. Minimum acceptable levels of performance to meet the minimum requirements are outlined in the "Performance Work Requirements Summary" contained in Attachment 1.

2. THE NATIONAL CEMETERY ADMINISTRATION MISSION:

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

3. BACKGROUND:

- a. In 1999 Congress passed legislation requiring VA to ensure that National Cemeteries serve as a dignified and respectful setting. Each Cemetery is to be an expression of appreciation and respect of a grateful Nation for the service and sacrifice of her veterans.
- b. Further, each National Cemetery is to be maintained as a National Shrine. A National Shrine is defined as a place of honor and memory that declares to the visitor/family who views it as a majestic setting, offering a sense of serenity, historic sacrifice and nobility of purpose. The National Cemetery is a beautiful and awe-inspiring tribute to those who gave much to preserve our Nation's freedom and way of life.

4. INTRODUCTION:

This service contract for Fort Gibson is for cemetery turf mowing, trimming, curb/sidewalk edging, and the removal of waste by-products associated with the performance of these services, and trash and debris removal. The Fort Gibson National Cemetery is located at 1423 Cemetery Road, Fort Gibson, Oklahoma 74434.

5. DESCRIPTION OF SERVICES:

The Contractor shall furnish all personnel, supervision, professional expertise, vehicles, tools, materials, services, equipment and quality control necessary to ensure that grounds maintenance is performed in a manner that shall meet or exceed the requirements to maintain healthy grass and that presents a clean, neat, professional and aesthetic grounds appearance throughout the Cemetery in accordance with Contract Specifications and the Performance Work Requirements Summary (PWRS) found at Attachment 1. Services include, but are not limited to, mowing, trimming, edging, removal of trash, leaves and debris, as well as sweeping or blowing off grass from sidewalks, roads and headstones. Scheduling of services shall be coordinated with the Contracting Officer's Representative (COR) to avoid disruption of ongoing cemetery operations. All work shall be done during normal Federal workdays during Cemetery workday hours. The exception is Memorial Day, which may be a workday for Federal employees, but not for the Contractor. No work shall be allowed during special weekend activities.

6. PROGRAM OBJECTIVES:

- a. The Contractor shall be responsible for full management of the facility's maintenance services described herein. The Government's objectives are described in the NCA's "Operational Standards and Measures" (given upon request of the Contracting Officer), the Performance Work Statement (PWS), and other requirements identified herein, as they are applicable to the services required in the Pricing Schedule. The Contractor shall develop a "Performance Work Plan" that contains solutions to accomplish the Government's objectives. The Contractor may use whatever method it chooses to meet the objectives, as long as the end result satisfies the minimum acceptable levels of performance as defined in the Performance Work Requirements Summary contained in Attachment 1.
- b. The Contractor shall be responsible for:
 - 1) Providing all grounds maintenance services including, but not limited to: regular mowing, trimming, edging, removal of leaves and debris, as well as, sweeping or blowing off roads, around flagpole bases, and sidewalks, and trash removal.
 - 2) Turf Maintenance: Maintain proper grass heights, different mowing patterns, for the type of turf at the Fort Gibson National Cemetery.
 - 3) Turfgrass surrounding headstones or flat markers trimmed to its recommended height for the type of turf at the Fort Gibson National Cemetery.
 - 4) Trimming Turf Grass Heights: Trimmed and mowed grass shall be at the same height; including, areas such as around planting beds, monuments, curbs, buildings, walls, fences, signs, etc.
 - 5) Flat Marker Edging: The Contractor shall edge turf perpendicular to the outside perimeter (edge) of the flat markers to remove all grass/vegetation that is growing around or over the outside perimeter of the flat grave markers.

- 6) Edging: Blade Edging accomplished around streets, curbs, walkways, tree wells, permanent building/structure lines and planting beds. Edging zone shall be free of all vegetation.
- 7) Weed Control in Improved Areas: All broadleaf and grassy weeds are brought under total control through a variety of pest management methods, including application of pre- and post-emergent herbicide. Herbicide is applied in such a manner as to bring about the total control of in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications, as needed, have been applied.
- 8) Fertilizer Applications: Proper fertilizer is applied at the appropriate rate and in a manner that achieves uniform coverage throughout the area of application.
- 9) Debris and Trash Removal: Items such as twigs, branches, waste products from Contractor service and foreign materials (loose and/or blowing) on Cemetery grounds. Not included would be emptying trash found within the trash receptacles located throughout the Cemetery grounds.
- 10) Provide a safe working environment for Contractor, Cemetery staff and general public.
- 11) Ensuring all work conforms to the NCA's established National Shrine Standards.

7. CONTRACT OBJECTIVES:

- a. To use an innovative and creative technical approach to manage the Cemetery grounds maintenance operation at the Fort Gibson National Cemetery in order to maintain the high standards of appearance as a National Shrine, in accordance with best commercial practices and the requirements identified in this solicitation.
- b. To have the Contractor perform to its Technical Performance Approach focused on criteria designed to maintain healthy grass and a clean, neat and professional grounds appearance overall. The Guidance Specification Section at Attachment 3 is included as an example of the minimum requirements the Contractor is expected to meet or exceed.
- c. The minimum life of the contract is planned for one base period with up to four (4) one- year options individually exercised at the VA's discretion and dependent on the availability of funds.

8. QUALITY CONTROL: The Contractor shall develop, submit for Contracting Officer and COR acceptance, and maintain a Quality Control program to ensure grounds maintenance services are performed in accordance with the requirements of this contract.

- a. The Contractor shall submit a Quality Control Plan (QCP) for Contracting Officer and COR acceptance within fourteen (14) calendar days after contract award. Any changes thereafter must also be provided to Contracting Officer and COR for acceptance.
- b. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the Contractor shall develop Quality Control procedures addressing the areas identified in Paragraph 3, *Description of Services*. The Contractor shall provide at least one (1) full time person dedicated to Quality Control.
- c. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
 - 1) An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis; how often

inspections will be accomplished and documented; and the title of the individual(s) who will perform the inspections.

- 2) On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
- 3) Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.
- 4) The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
- 5) On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- 6) A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services.
- 7) On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

9. QUALITY ASSURANCE: The COR will evaluate the Contractor's performance through on-site inspections, evaluation of the Contractor's quality control program and receipt of complaints from Cemetery personnel in accordance with the attached Quality Assurance Surveillance Plan (QASP), Attachment 7.

- a. The COR may inspect each task as completed or increase the number of Quality Assurance inspections if called for by repeated failures discovered during inspections or repeated customer complaints. Likewise, the COR may decrease the number of Quality Assurance inspections if performance dictates.
- b. The COR will also receive and investigate complaints from various customers visiting the Cemetery. The Contractor shall be responsible for initialing validated visitor complaints. The COR will make final determination of the validity of visitor complaint(s).

10. SUPERVISION:

- a. Contractor Superintendent: The Contractor shall provide a competent and experienced supervisor who speaks and writes fluent English and speaks the language of the personnel being supervised on site for at least four (4) hours a day whenever work is being performed, other than trash and debris pick-up.
- b. The Contractor Superintendent must have not less than five (5) years' experience as a direct supervisor of grounds maintenance operations that included mowing, trimming, edging, and cleanup in industrial, commercial or public sites.
- c. The Contractor Superintendent shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- d. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to,

safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interests of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action shall be referred to the Contacting Officer (CO) for final resolution; however, the Contractor will first immediately comply with COR direction pending any CO final resolution at a later time or date. The Contractor shall not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the CO.

- e. In the absence of the Superintendent, the Contractor shall appoint an English-speaking crew foreman or an employee who shall be responsible to insure that the work is being accomplished in an expeditious manner, is performed in accordance with the contract specifications and that the work will progress without undue delay.

11. INSPECTION AND CLEANING OF CEMETERY FACILITIES:

- a. The Contractor shall perform a weekly inspection. During this inspection the appearance of the Cemetery shall be observed, and any deficiencies noted within the scope of the contract shall be corrected as soon as practicable. Items that need correcting outside the scope of the contract shall be reported to the COR or his/her representative.
- b. The Contractor shall be required to submit inspection reports and work accomplished to the COR weekly. The inspection forms will be provided to the Contractor. (See Attachment 5, *Work Summary and Progress Report*)

12. REPORTING AND RECORD KEEPING:

- a. The Contractor Superintendent shall report on a daily basis to the COR at the Maintenance Building of the Cemetery and log in on days when work is being performed. This DAILY check-in is mandatory and shall be at a time agreed upon by the COR and the Contractor Superintendent. The purpose of the DAILY meeting is to coordinate and establish the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony, and to submit the required written reports to the COR. These Daily meetings are for the Contractor Superintendent to ask questions and ensure he/she understands the off-limit areas, which may vary depending on the event. The Contractor Superintendent can thus assign tasks accordingly throughout the rest of the Cemetery so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor Superintendent fails to re-direct employees away from an event in a timely fashion, the COR may then assist in doing so.
- b. The Contractor Superintendent shall provide WEEKLY and DAILY work schedules to the COR. The Contractor is required to schedule all required services and is further required to comply with his schedule except for delays beyond his control. Such delays shall be coordinated through the COR. The work schedule shall include deficient work identified by Contractor's quality control inspections and not yet corrected.
- c. The Contractor shall submit the WEEKLY schedule every Friday by 3:00 P.M. indicating the work to be performed during the following week and the DAILY schedule shall be submitted on a daily basis by 8:00 A.M. indicating work being performed on that day.
- d. The Contractor Superintendent shall provide WEEKLY an accurate written report identifying all work that took place within the previous seven (7) calendar days. The Contractor shall document services performed, indicate the location where work was to be performed, and provide information to the COR as required.
- e. A list of scheduled ceremonies will be provided to the Contractor Superintendent the week prior to the scheduled events, and a list of scheduled funerals will be provided daily. The Contractor Superintendent shall be solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor shall be solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR.
- f. The Contractor's performance and progress on this contract shall be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes the weekly work scheduled and as needed to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work is behind schedule, he will notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.
- g. SUBMITTALS - The Contractor shall submit the following documents or information in accordance with the table below.

Submittal	Frequency	Submittal Schedule
Work Plan/Staffing Plan	As Revised	With Proposal
Quality Control Plan	As Revised	Within 14 calendar days after award
Fire Safety Plan	As Revised	Within 14 calendar days after award
Emergency Contacts	As Revised	Within 14 calendar days after award

Licenses, Permits, Insurance on Vehicles, Liability, Workman's Compensation Insurance, etc.	As Revised	Per Contracting Officer direction
Pesticide Applicator Certification(s)	For each applicator	Prior to herbicide application
Herbicide Information Sheet and Safety Data Sheets	With each new product	10 calendar days prior to chemical use
Fertilizer Information Sheet and Safety Data Sheets	With each new product	10 calendar days prior to chemical use
Chemical Application Log	Daily	Before close of business, same day as application
Proposed Weekly Work Schedule	Weekly	Preceding Friday by 3:00 p.m.
Daily Work Schedule	Daily	By 8:00 a.m.
Weekly Report and Rework List	Weekly	Following Monday or next business day

13. PERFORMANCE EVALUATION MEETING:

- a. The issuance of a Contract Discrepancy Report (CDR) found at Attachment 6 may be cause for the scheduling of a meeting among the Contractor, CO, and the COR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, CO, and the COR will sign minutes of the meeting(s).
- b. Should the Contractor not concur with the minutes, they shall so state their objections in writing to the Contracting Officer, within ten (10) calendar days, and also explain the reasons for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision to revise or uphold the comments as written. The Contracting Officer will notify the Contractor of the decision in writing within ten (10) calendar days of submission of any objections.

14. ACTIONS:

- a. Normally, the COR will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.
- b. If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, the COR will forward a written notice to the responsible organizational element requesting corrective action be taken.
- c. When the Contractor is not meeting the acceptable limits of satisfactory performance, a CDR will be issued to the Contractor. The seriousness of the failures should govern whether to issue CDR at the end of the period, or as soon as work performance is less than satisfactory.
- d. When a CDR is issued for a service, the CO and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".
- e. If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, further actions may be considered, to include a determination on whether continued performance by the Contractor is feasible.

SECTION C - CONTRACT CLAUSES

SBA ACT 8(d)(13)(B)

(B) NOTICE.—

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

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

1. You will ensure this clause is added to the Statement of Work for all projects that take place at your cemeteries.

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

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(es):

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

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

(End of Clause)

52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND	APR
2014	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	

52.204-4 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY
52.204-9 2011	PERSONAL IDENTITY VERIFICATION OF	JAN
	CONTRACTOR PERSONNEL	
52.217-8 1999	OPTION TO EXTEND SERVICES	NOV
	10 days	
52.223-2 SEPT 2013	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER	
	SERVICE AND CONSTRUCTION CONTRACTS	
52.233-10 2000	WASTE REDUCTION PROGRAM	AUG
52.223-17 2008	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY
52.228-6 1997	INSURANCE- WORK ON A GOVERNMENT FACILITY	JAN
52.232-18 1984	AVAILABILITY OF FUNDS	APR
52.232-40 2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS	DEC
	SUBCONTRACTORS	
52.236-14 1984	AVAILABLE UTILITIES	APR
52.237-2 1984	PROTECTION OF GOVERNMENT BUILDINGS,	APR
	EQUIPMENT, AND VEGETATION	
52.242-13 1995	BANKRUPTCY	JUL
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-4	INSPECTION OF SERVICES	AUG 1989

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 , 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 2 months' services;

(2) Any order for a combination of items in excess of 2 months' services; or

(3) A series of orders from the same ordering office within 7 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 10 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 will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 5 years and 6 months.

(End of Clause)

C.7 52.222-99 - ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS. (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor,

regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

C.8 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 employer's 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 per occurrences.
- (c) Automobile Liability: \$200,000.00 person; \$500,000.00 per occurrence and \$200,000.00 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.

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond beyond the end of the fiscal year. 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 beyond the end of the fiscal year, 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.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

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

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

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

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

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

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

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

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

(End of Clause)

C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (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).

☒ (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 Pub. L. 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 Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (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 (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (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).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (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)).
- ☒ (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).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (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.)
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.

- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☒ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (46) 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).
- ☐ (47) 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).
- ☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- ☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

WAGE GRADE 5

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☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (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 (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) 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 (JUL 2014) (38 U.S.C. 4212).

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

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

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

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 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).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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

Attachment 1 through Attachment 9

- Attachment 1 Performance Work Requirements Summary
- Attachment 2 General Conditions
- Attachment 3 Guidance Specifications
- Attachment 4 Grounds Maintenance Maps
- Attachment 5 Work Summary & Progress Report (required form)
- Attachment 6 Contract Discrepancy Report (required form)
- Attachment 7 Quality Assurance Surveillance Plan
- Attachment 8 Wage Determination
- Attachment 9 Past Performance Questionnaire

Attachment 1 Performance Work Requirements Summary (Pwrs)

1. The purpose of this exhibit is to:

- a. List the contract requirements considered most critical to acceptable contract performance.
- b. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
- c. Define the procedure the Government shall use in reducing the Contractor's monthly payment if satisfactory performance is not rendered.

2. The Government's quality assurance procedures are based on actual performance of the contract and all areas will be reviewed periodically, (e.g. weekly, monthly, quarterly, and semi-annually).

3. The criteria for acceptable and unacceptable performance are as follows:

- a. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
- b. If the quality of work does not comply with the contract requirements the COR will initiate and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
- c. The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in this contract.
- d. If the level of performance is deemed unacceptable to the Government, payment may be reduced for unsatisfactory performance by the percentage as shown in the chart below:

GROUPS MAINTENANCE FOR FORT GIBSON NATIONAL CEMETERY		
Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)
1) Mowing of Turfgrass	95% of the turfgrass area is maintained to the following requirements: Turf is maintained within one inch (1") of the recommended mowing height.	100% of the turfgrass area is maintained to the following requirements: Turf is maintained within one-half inch (1/2") of the recommended mowing height.
2) Trimming of Headstones, Trimming/Edging of Flat Markers, and other vertical surfaces within gravesite sections.	98% of all un-mowed grass around upright headstones, flat markers, monuments, section markers, and other vertical surfaces within the gravesite sections are trimmed to match the exact height of adjacent mowed turfgrass. Flat Markers are vertically edged correctly.	100% of all un-mowed grass around upright headstones, flat markers, monuments, section markers, and other vertical surfaces within the gravesite sections are trimmed to match the exact height of adjacent mowed turfgrass. Flat Markers are vertically edged correctly.
3) Trimming of all other areas inaccessible to lawn mowers	98% of all un-mowed turfgrass in all other areas of the Cemetery inaccessible to lawn mowers are trimmed to match the exact height of adjacent mowed turfgrass. Turfgrass does not extend over the edge of walks, drives, curbs, site structures, and site fixtures.	100% of all un-mowed turfgrass in all other areas of the Cemetery inaccessible to lawn mowers are trimmed to match the exact height of adjacent mowed turfgrass. Turfgrass does not extend over the edge of walks, drives, curbs, site structures, and site fixtures.
4) Blade Edging of Curbs and Sidewalks	98% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.	100% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.
5) Pre and Post Emergent Herbicide Applications	The Cemetery is generally weed free and weed population does not distract from the overall appearance of the Cemetery. Proper herbicide is applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications, as needed, have been applied.	The Cemetery is generally weed free and weed population does not distract from the overall appearance of the Cemetery. Proper herbicide is applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications, as needed, have been applied.
6) Fertilizer Applications	Proper fertilizer is applied at the appropriate rate and in a manner that achieves uniform coverage throughout the area of application.	Proper fertilizer is applied at the appropriate rate and in a manner that achieves uniform coverage throughout the area of application.

7) Trash Cleanup and Disposal	95% of turfgrass area, roads, walkways, and other Cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.	100% of turfgrass area, roads, walkways, and other Cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.
8) Report Submittals	Turns in all required submittals 95% of the time.	Turns in all required submittals 100% of the time.
9) Safety Maintained during operations	No accidents or incidents due to Contractor's failure to take safety precautions.	No accidents or incidents due to Contractor's failure to take safety precautions.

Attachment 2 General Conditions

FORT GIBSON NATIONAL CEMETERY GROUNDS MAINTENANCE

1. WORK ENVIRONMENT AND WEATHER CONDITIONS:

- a. All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, heat, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Weather will not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it may be necessary to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government. If weather conditions are such the work performed on that day may cause more damage to the Cemetery grounds than good, the COR has the authority to stop work until conditions improve and he/she extends a commence work order.
- b. Due to the sensitive mission of the Cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel shall exercise and exhibit absolute decorum, composure and stability at all times and refer such individuals to Cemetery Staff.

2. SAFETY AND ENVIRONMENTAL PROTECTION:

- a. The Contractor shall be responsible to ensure all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- b. Matters related to safety, and any actions of the Contractor shall meet all safety requirements, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.
- c. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, Cemetery employees, and vehicular traffic within the area.
- d. Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
- e. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:
 - 1) Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
 - 2) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926.
 - 3) Means of Egress: Do not block exits for occupied buildings, including paths from exits to roads. 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.

- 4) Situate temporary facilities, such as trailers, storage sheds, and dumpsters, away 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).
- 5) 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) Flammable and Combustible Liquids: No flammable and combustible liquids shall be stored within the Cemetery property. [Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.]
- 7) Smoking: Smoking is prohibited except in designated smoking rest areas approved by the COR.

3. USE OF CEMETERY FACILITIES:

- a. The Government shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.
- b. The Government will not furnish a storage building at the Cemetery site for use by the Contractor to store supplies and equipment. However, the Government will provide an area designated for the Contractor's use. The Contractor can establish facilities to include but not limited to office site, covered storage, portable toilet facilities, etc. on or in the designated area after such facilities are approved by the COR and Contracting Officer (CO). All utilities to this area are the responsibility of the Contractor. The Government will not be responsible for any damage to or loss of the Contractor's equipment and supplies stored on the Government's premises. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment.
- c. The Contractor shall be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. A Safety Data Sheet (SDS) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- d. Electricity and phone service will NOT be furnished by the Government for the Contractor's work area.

4. OPERATIONS AND STORAGE AREAS:

- a. Working space and space available for storing materials will only be available at the approval of the COR or Contracting Officer. If approved, the location is to be where approved by the COR. It is understood the VA will 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. Contractor shall base operations out of this staging area, using it for materials and equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc.
- b. "Contractor Staging Area" fencing: Before work operations begin, Contractor shall provide a chain link fence, six (6) feet minimum height, around the "Contractor Staging Area". 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. After completion of project work, Contractor shall remove fencing and restore area back to original condition.
- c. "Contractor Staging Area" facilities: Temporary buildings (e.g., storage sheds, shops, offices) may be erected by the Contractor within the approved "Contractor Staging Area" with the approval of the COR or Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- d. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. Do not store materials and equipment in other than approved areas. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

- e. The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or Contracting Officer. When materials are transported in prosecuting the 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. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- f. Execute work in such a manner as to interfere as little as possible with work being done by others. To minimize grounds maintenance activity interference with flow of Cemetery traffic, keep roads, walks and entrances to grounds, parking and occupied areas of buildings clear of materials, debris and standing equipment/vehicles at all times. At least one lane must be open to traffic at all times.
- g. Coordination of work with COR or authorized designee: The burial activities at a National Cemetery will take precedence over grounds maintenance activities. The Contractor shall cooperate and coordinate with the COR or authorized designee, in arranging schedule to cause the least possible interference with Cemetery activities in actual burial areas. Work noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period.

5. TEMPORARY TOILETS:

The Contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COR approved "Contractor Staging Area" only. It will not be permissible to locate portable toilet facilities in any other locations throughout the Cemetery. Use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract. All connections and appliances connected therewith shall be removed prior to completion of contract, and premises left perfectly clean.

6. AVAILABILITY AND USE OF UTILITY SERVICES:

- a. **WATER:** Water will only be made available via Contractor connection to existing Cemetery water system in existing locations where connection is available, and for purposes of this contract only. The Contractor at Contractor's expense and in a workmanlike manner satisfactory to the COR shall be responsible for installing and maintaining temporary connections to the Cemetery water supply in accordance with regulations. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained. In locations where Cemetery water system is not readily available, the Contractor shall provide and utilize portable water tanks and/or water trucks as necessary to transport water to areas where needed in order to complete the work required by this contract.
- b. **ELECTRICITY:** In case the Contractor requires electricity while in performance of this contract, the Contractor shall provide and utilize portable generators as necessary to complete the work.

7. PARKING AND VA REGULATIONS:

- a. Contractor employees may park privately owned vehicles in the area designated for parking by the COR. It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. The Cemetery shall not validate or make reimbursement for parking violations of the Contractor's employees under any conditions.
- a. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations 38 CFR 1.218 may result in citation/summons answerable in the United States (Federal) District Court, or other appropriate jurisdiction/agency. Offenders may be subject to a fine, removal from the premises, or arrest. Examples of prohibited items include but are not limited to:
 - 1) Firearms (either openly or concealed), explosives or other dangerous or deadly weapons of any kind;
 - 2) Explosive materials such as blasting caps or similar items;
 - 3) All forms of illegal drugs;

8. DISPOSAL AND RETENTION:

- a. Contractors shall be responsible for cleaning Cemetery structures, headstones/flat makers, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The

Contractor shall wash-down with water all soiled or stained structures headstones/flat markers, and monuments at the end of each workday. Roadways shall be kept clean and free of tracked dirt and mud resulting from the Contractor's operations. No hazardous chemicals are to be used at anytime on Government property with the exception of herbicide treatments. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.

- b. At the end of each day the Contractor shall remove all debris resulting from the contract work from the Cemetery site. 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.
- c. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall provide his/her own REFUSE FACILITIES, and these shall only be located in the COR approved "Contractor Staging Area". Do not place dumpsters or refuse facilities in any other location at the Cemetery other than the approved "Contractor Staging Area". The Contractor shall dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR.
- d. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act (RCRA) and all other applicable Federal, State, and Local law and regulations. No on-Cemetery storage or disposal of hazardous waste is allowed.

9. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

- a. The Contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, and irrigation equipment while performing mowing, trimming, and edging services.
- b. Damage to Government property: The Contractor (including his or her employees, subcontractors, consultants or the like) shall be responsible for repair or replacement of any Contractor damaged Cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc, which are chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the COR prior to repair, replacement, or installation.
- c. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the COR, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.
- d. 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 locations of which are made known to or should be known by the Contractor. 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.
- e. Protection of Existing Utilities: Contractor shall be responsible for damages to utilities, above and below ground.
- f. Refer to paragraphs, "*Operations and Storage Areas*", "*Alterations*", and "*Restoration*" for additional instructions concerning repair of damage to structures and site improvements.

10. RESTORATION:

- a. Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, do 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 and

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.

- b. Upon completion of contract, Contractor shall deliver work complete and undamaged. Existing Cemetery features (lawns, paving, roads, and walks) 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.
- c. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen/subcontractors to existing Cemetery infrastructure.

11. HISTORIC PRESERVATION:

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, area advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COR verbally, and then with a written follow up.

12. WORK PERFORMED BY OTHERS ON SITE:

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it shall be provided by the COR. The Contractor Superintendent shall be responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor Superintendent shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR to resolve the issue.

13. STANDARDS OF EMPLOYEE CONDUCT:

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

Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 901.

- a. Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are required. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
- b. Behavior and language must be appropriate, reverent, and respectful at all times.
- c. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
- d. Use of intoxicating beverages and/or illegal drugs on the Cemetery premises is strictly prohibited.
- e. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.

14. EMPLOYEE REQUIREMENTS:

- a. The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.
- b. Labor Force and Equipment: The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Contractor shall be responsible to provide at no additional costs, labor and equipment as necessary to meet deadlines. The Contractor shall use any additional resources necessary to meet or return to specified work requirements after special events and/or services. The Contractor shall determine the number of employees and the amount and kinds of equipment needed during the period of performance.

- c. Employee Listing: The Contractor shall maintain and provide the COR a current list of all employees on site including subcontractor personnel. The list shall include the employee's name, job title, social security number, address, and phone number.
- d. Employee Identification: The Contractor's employees shall wear visible identification at all times while on the premises of the Cemetery.
- e. Contractor personnel shall park only in the COR approved "Contractor Staging Area" identified for this project. Workers are not allowed to park throughout the Cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the Cemetery.
- f. The Contractor shall be responsible to ensure that his/her employees (including Contractor's consultants, subcontractors, etc.) are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.
- g. Possession of weapons is prohibited. 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.
- h. Contractor personnel are subject to rules of the Cemetery applicable to their conduct.

15. ORIENTATION FOR CONTRACTOR EMPLOYEES:

The Contractor shall be responsible to ensure that Contractor employees coming to the work site will receive complete information on each of these subjects:

- a. Safety, Environmental Protection, and Fire Safety.
- b. Project Work Schedule, Rules Pertaining To Employee Requirements and Conduct, General Parameter Job Related Issues.
- c. Disaster procedures.
- d. All technical requirements and work procedures of the contract.

16. WORK HOURS:

- a. Work may be performed between the hours of 8:00 a.m. to 4:30 p.m. local time, Monday through Friday except observed Federal Holidays or unless otherwise directed by the COR. At Contractor request and with the written permission of the COR, work may also be permitted to be scheduled for weekends and/or Holidays. When emergency situations that are caused by the Contractor or severe adverse weather prohibit work during the week, then the Contractor shall make arrangements with the COR to work on weekends in order to meet the period of performance. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified period of performance.
- b. After Normal Hours/On-Call/Emergency Situations: The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR(s). The point-of-contact shall be available on a 24-hour basis including during weekends, Federal Holidays and after normal hours of operation. The Contractor shall provide phone, pager and cell phone numbers for emergency and/or after hour's situations. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.
- c. Contractor shall provide name/telephone number(s) for Project Manager (Home Office), Superintendent, and Foreman, including normal and after hours contact numbers, cell and fax numbers. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the COR and the Cemetery Director. In the absence of the COR and the Cemetery Director, the Contractor shall contact the local police.
- d. Federal Holidays. The Federal Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, no work will be permitted during Memorial Day weekend activities.

17. MAINTENANCE DURING CEMETERY FUNCTIONS:

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COR will identify the designated area. The COR or his/her representative shall furnish the Contractor with a schedule of all interments and/or ceremonies no

later than the close of business of the day prior to the scheduled internment, and a minimum of three (3) days before any ceremonial events.

18. PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the commencement of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal or as other times where the COR deems necessary during the duration of the project.

19. CONTRACTOR-FURNISHED ITEMS:

- a. The Contractor shall be responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the Contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.
- b. The Contractor shall be responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract. No contractor equipment maintenance repairs of any kind can be done on Cemetery property without the COR(s) approval.
- c. The Contractor shall be responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- d. Only Contractor equipment and supplies (property) required to perform work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. No personal property, equipment, or vehicles shall be stored on the Cemetery premises.

20. THE GOVERNMENT'S RESPONSIBILITIES:

- a. Upon award of the contract, the Government will inform the Contractor prior to commencing the work, of any known damages to the Cemetery grounds, headstones/markers or any other areas that the Contractor is unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the Cemetery grounds by the Contracting Officer, the COR, and Contractor shall be scheduled to occur.
- b. The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Utilities will be provided as defined in "AVAILABILITY AND USE OF UTILITY SERVICES".
- c. Notification of Non-Compliance: The COR will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time for excess costs or damages by the Contractor.
- d. The work shall be deemed acceptable when the Contractor clearly evidences compliance, without exception, in meeting contract requirements. The Government has the right to either reject or to require correction when the work is not in conformity with contract requirements. Acceptance (in part or whole) will be in writing.

Attachment 3 Guidance Specification

FORT GIBSON NATIONAL CEMETERY GROUNDS MAINTENANCE

The Contractor shall meet or exceed the requirements of this Guidance Specification in its proposed technical approach. The successful Offeror's technical approach will be incorporated into the resulting contract.

1. MAINTENANCE OF IMPROVED GROUNDS:

- a. The Contractor shall be responsible for mowing, edging, and trimming all improved turf within the Cemetery. All improved turf shall be maintained in the same manner as a high quality residential lawn under contract from a professional lawn maintenance service. Areas scheduled for mowing under this contract include burial sections, high visibility specialty areas (e.g., main entrance to Cemetery, public information assembly areas, flag pole assembly areas, committal shelters, administration buildings and memorial walkways).

2. DEFINITIONS:

- BURIAL AREAS include all burial sections of established turf with occupied gravesites including columbarium areas; all developed land, including turf, walks, beds, planter beds, drainage ditches, and tree/shrubs within and directly surrounding the burial areas.
- SPECIALTY AREAS include highly visible areas, specifically: (1) Main Entrance, Cortège; (2) Public Information Assembly Areas; (3) Flag Pole Assembly Areas; (4) Public Gathering Areas; (5) Committal Shelters; (6) Administration/Maintenance Building Grounds; (7) Memorial Walkways, and (8) All Developed Land, including (but not all inclusive) turf, walks, beds, planter beds, drainage ditches, tree/shrub, roads, and plazas within and directly surrounding the specialty areas.
- NON-BURIAL AREAS are defined as unoccupied burial sections including areas in front of and between these sections and all developed land to borders and wetlands, including drainage ditches.
- UNIMPROVED/NATIVE TURF AREAS are defined as all undeveloped land to Cemetery borders and wetlands, including drainage ditches.
- CONTRACTING OFFICER (CO): VA official with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer will delegate one or more representatives to serve as the Contracting Officer's Representative (COR). All contractual authority remains with the VA Contracting Officer.
- CONTRACTING OFFICER'S REPRESENTATIVE (COR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.
- CEMETERY DIRECTOR: The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying veterans and eligible family members, and maintaining Cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight.

- **CONTRACTOR:** The term “Contractor” as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.

3. MOWING:

- a. **Mowing Turf grass Heights:** Turf in burial and public areas should be maintained at a height within one inch range of that which is professionally recommended for the recommended grass type for the Fort Gibson/Muskogee, Oklahoma geographic region and as directed by the COR. Optimally, the height should be no more than one-half an inch (1/2”) above the recommended range for the type of turf at Fort Gibson National Cemetery as directed by the COR. The COR, with input from the MSN III Agronomist, shall direct the Contractor on the particular height to mow at any given time.
- b. **Mowing Improved Areas:** The Contractor shall mow all improved turf areas on each mowing event. The Contractor shall clean all walkways (inside and out), flagpole bases, interment areas, sidewalks, and roads of all grass clippings. Blowing clippings back into turf areas will be acceptable. Clearly visible clumps of grass clippings and/or windrows of clippings, as a result of infrequent mowing, shall immediately be removed and disposed of at no extra cost to the Government.
- c. **Mowed areas shall be free of scalping, rutting, bruising, and uneven and rough cutting.** Use of cutting equipment that is out of adjustment, thereby causing streaks or irregularities, uneven cutting, plowing, or gouging of the soil is not permitted. After cutting, grass shall have a uniform height.
- d. **New seed/sod will be present at all newly buried gravesites, second interment gravesites, and repaired gravesite locations.** New seed/sod areas shall be hand mowed until it is fully established to the point where it will not be damaged by riding mowers.
- e. **Contractor shall be familiar with and utilize different mowing patterns and shall change direction, change patterns, and vary mower wheel width patterns with after each mowing thereby reducing turf wear, prevent wheel rutting, and provide a neater appearance.** All mowing around trees will be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf.
- f. **There may be periods of excessive rainfall when the Contractor cannot access areas for mowing due to excessive wetness.** The COR has the authority to stop work if weather conditions are such that work that day will do more damage than good to the Cemetery grounds. During these periods, the Contractor shall be expected to ensure the grass is cut in less than a week’s time once grass is suitable for mowing.

4. TRIMMING:

- a. **Trimming Turf grass Heights:** The finished height of the trimmed grass shall exactly match the height of the mowed grass.
- b. **Trimming:** Trimming operations of all non-mowed turf areas shall be considered a part of mowing and accomplished concurrently with mowing operations. A mowing cycle is shall not be considered complete when until all trimming operations are accomplished, unless otherwise directed by the COR.

- c. All non-mowed turf areas to include the base of headstones, flat markers, trees, planting beds, monuments, curbs/curbing, section markers, buildings, walls, fences, signs, utility/valve boxes and covers, other vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment shall be trimmed. Care should be taken to avoid contact with headstones, markers, monuments, building walls, trees, shrubs, flowers, any other desirable plant materials, etc. or any other structure than can be damaged by contact with the trimming device's cutting instrument. Areas shall be mowed first, followed by the trimming operation.
- d. Trimming shall be accomplished free of scalping, rutting, bruising, and uneven and rough cutting. Streaks or irregularities, uneven cutting, plowing, or gouging of the soil is unacceptable.
- e. Flat Marker Trimming and Edging: Flat markers shall be **trimmed** so that the height of the adjacent turf matches the height of the mowed turf, as directed by the COR. Turf shall not be scalped. The Contractor shall **edge** turf perpendicular to the outside perimeter (edge) of flat grave markers to remove all grass/vegetation that is growing around or over the entire outside perimeter of the flat grave markers **during each mow/trim cycle**. The depth of the vertical cut at the edge of the flat markers shall be 1" minimum and the width of the cut shall not exceed ½". There shall be a clean and neat vertical edge left around each flat marker. There are approximately 13 large flat markers (government-issued and private), including 6 large markers measuring about 6 feet by 3 feet.

5. EDGING:

- a. Blade Edging: All streets, curbs, walkways, tree wells, permanent building/structure lines, and planting beds shall be edged. Edging shall provide a clear zone ½" to 1" wide by 2" to 3" deep with all vegetation removed from joints and cracks. Damage to asphalt/concrete shall be avoided. Edging events shall be completed as ordered by the COR. The first edging cycle shall be completed approximately at the start of the mowing season, the second cycle one week prior to Memorial Day, the third during the month of July, and a fourth edging during the month of September. Additional edging events may be scheduled by the COR. The exact dates will be provided by the COR.

6. DEBRIS AND TRASH REMOVAL:

- a. Debris and trash removal is an integral part of the mowing and trimming line items. The Contractor shall collect and dispose of all debris and trash **before and after each mowing and trimming event within the Cemetery**.
- b. Debris and Trash is considered to be any item, material, or foreign object not permanently attached to or planted within the Cemetery grounds and boundaries. Items include, but are not limited to, fallen twigs and branches that are under ten (10) inches (25.40 cm) in diameter, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic items, loose rock and stone over three (3) inches (7.62 cm) in diameter that are not the apparent result of an interment. Not included would be the material found within the trash receptacles located throughout the Cemetery grounds
- c. Any clippings deposited on headstones, flat markers, monuments, roadways, walkways (inside and out), flagpole bases, or other non-turf grass areas, will be mechanically blown onto nearby turf areas when possible, or collected and disposed of on the same day as the mowing, trimming, or edging event that produced them. Any clippings or edgings deposited on sidewalks or at public visitor areas including at the Committal Shelter areas shall be removed (by sweeping or mechanical blower) at same time mowing work is occurring.

7. HERBICIDE TREATMENT PROCEDURES:

- a. The herbicide program, in general, shall consist of two (2) pre-emergent herbicide applications and three (3) post-emergent herbicide applications per contract year. These applications shall be applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. The table below serves as a guideline for when the herbicide applications shall be made:

General Schedule for Herbicide Applications

Pre-Emergent Application #1	Late Winter/Early Spring –exact timing of application based on soil temperature and weather conditions. Prior approval from COR required before application.
Pre-Emergent Application #2	Late Summer/Early Fall – exact timing based on soil temperature and weather conditions. Prior approval from COR required before application.
Post-Emergent Application #1	Early Spring/Mid Spring – exact timing based on weed development. Prior approval from COR required before application.
Post-Emergent Application #2	Early Summer/Mid Summer – exact timing based on weed development and residual period of Post-Emergent Application #1. Prior approval from COR required before application.
Post-Emergent Application #3	Late Summer/Fall – exact timing based on weed development and residual period of Post – Emergent Application #2. Prior approval from COR required before application.

- b. **The Contractor shall be responsible for any and all repeat, follow-up, and/or spot spray herbicide applications, as needed between scheduled sprays, to control and maintain a generally weed-free Cemetery. These repeat, follow-up, and spot spray treatments shall be provided at no additional charge to the Government.**
- c. The herbicides used by the Contractor shall be specifically labeled for control of weeds in the turf at the Cemetery. The Cemetery turf is pre-dominantly Hybrid Bermuda. The herbicide shall be selected and applied in a manner that does not harm, damage, or kill the turf in any way.
- d. The herbicide applications shall be applied directly by or under the supervision of a current commercially licensed State Certified Pesticide Applicator. All applications shall be performed as per the Rules and Regulations of the State Department of Agriculture.
- e. Either the COR will notify the Contractor prior to each application as needed or the Contractor shall contact the COR (in person, in writing, or by telephone) for permission to spray at least three (3) days in advance of each and any application. The COR will coordinate each spray application with the Contractor. The Contractor shall be responsible for the proper timing of each application so that the highest resulting weed control for that application will be attained.
- f. The Contractor shall be responsible for specifically following all label directions on the bag/container of herbicide at all times. This includes, but is not limited to, all safety, mixing, weather conditions, and application directions and information.
- g. The Contractor shall always mix and apply herbicide so as to provide optimum control of target weeds, according to label directions.
- h. The Contractor shall provide to the COR, in writing, a list of all herbicides, mixes, and related surfactants or other chemicals, along with the amount of product per acre, percentage of solution, and/or application rate per 1000 square feet (and/or per acre), prior to any and all applications being performed. The Contractor shall also provide the COR with a copy of the label for any and all herbicides and other chemicals or surfactants, prior to any and all applications being

performed. The Contractor shall NOT begin any application without providing this information to the COR, and obtaining the approval of the COR to proceed.

- i. A written record of the application shall be delivered to the COR immediately following the application, whether completed or not, before leaving the Cemetery on the day of any application. The written record shall show the following information:
 - The name of the company and the names and titles of the company's staff that performed the application.
 - All areas treated on that particular day of application.
 - The chemicals used on that particular day of application.
 - The temperature during the time of application, and the average wind speed during the time of application.
- j. All Contractor personnel shall be properly clothed and wearing proper safety equipment during any and all applications.
- k. All mixing of chemicals and filling of tanks shall be performed off-site or only in appropriate area of the Cemetery as determined by the COR.
- l. Performance of work shall not impede nor disturb any burial or memorial service, or burial operation at any time. As a general "rule of thumb" **work shall not take place within 1,000 feet of a committal shelter during a service, or during a ceremony in the Cemetery.**
- m. The Contractor shall coordinate with the COR any watering requirements to activate chemicals, as needed. The Cemetery will schedule and perform this watering requirement.

8. FERTILIZER APPLICATION PROCEDURES:

- a. The fertilizer program shall consist of three applications per year according to the following schedule:
 - Application #1 – Spring – upon order and approval of the COR, after turf has emerged from winter dormancy, has new green flush growth, and has been mowed 1 to 2 times. This is usually in the March-April time period.
 - Application #2 – Summer – upon order and approval of the COR- usually in the May-June time period.
 - Application #3 – Fall – upon order and approval of the COR – usually in the August-September time period.
- b. The fertilizer shall be a 3-1-2 or 4-1-2 ratio (N-P-K) complete fertilizer with 30% to 50% slow release nitrogen. The current formulation used at the Cemetery is a 21-7-14. The fertilizer shall contain micro nutrients. The fertilizer can be a different analysis than 21-7-14 as long as it is approved by the COR and MSN Agronomist prior to application.
- c. All fertilizer applications shall only be applied after being ordered by the COR. The Contractor shall schedule to apply fertilizer on the days ordered and agreed to by the COR.
- d. The fertilizer shall be applied according to the manufacturer's instructions. The fertilizer shall be applied at a rate to achieve 4 to 5 pounds (lbs.) of Nitrogen (N) per 1,000 square feet (s.f.) per year (Example: 1.33 to 1.66 lbs. N/1,000 s.f. per application x 3 applications = 4 to 5 lbs. of N/1,000 s.f. per year)

- e. The fertilizer application equipment shall be correctly calibrated and the application made to achieve a uniform distribution of the fertilizer throughout the application area. The fertilizer shall be applied in a manner that does not harm, damage, or kill the turf in any way.
- f. The Contractor shall ensure that the fertilizer is properly watered in by coordinating the watering schedule with the COR.
- g. The Contractor shall make sure that all headstones, flat markers, monuments, sidewalks, patios, and other like surfaces are free of fertilizer granules immediately after the application and before watering in of fertilizer occurs. This will aid in avoiding staining of surfaces.
- h. The Contractor shall be responsible for removal of any staining, marking, of headstones, flat markers, monuments, sidewalks, patios, and other like surfaces that occurs as result of a fertilizer application made by the Contractor.
- i. The Contractor shall schedule the fertilizer application with the COR and only apply once given approval by the COR. The Contractor shall give the COR a minimum one week notice prior to application.
- j. A written record of the application shall be delivered to the COR immediately following the application, whether completed or not, before leaving the Cemetery on the day of any application. The written record shall show the following information:
 - The name of the company and the names and titles of the company's staff that performed the application.
 - All areas treated on that particular day of application.
 - The fertilizer used on that particular day of application.
 - The temperature during the time of application, and the average wind speed during the time of application.
- k. The Contractor shall provide to the COR, in writing, a list of all fertilizer and related chemicals along with the amount of application rate per acre and/or application rate per 1,000 square feet, prior to any and all applications being performed. The Contractor shall also provide the COR with a copy of the label for any and all fertilizer and related chemicals, prior to any and all applications being performed. The Contractor shall NOT begin any application without providing this information to the COR, and obtaining the approval of the COR to proceed.

9. DAMAGE TO GOVERNMENT PROPERTY:

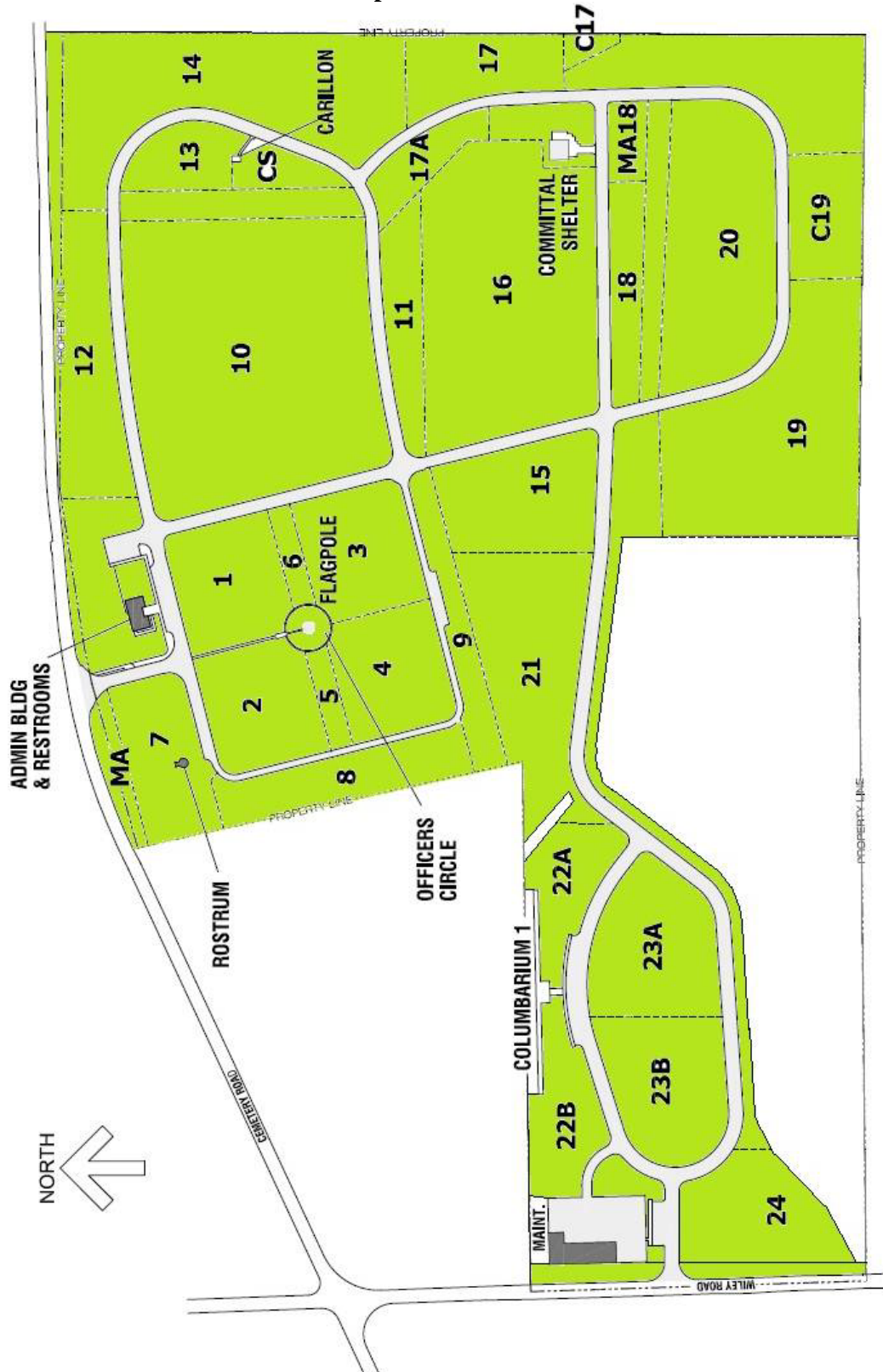
- a. Contractor Mowing, trimming and edging operations shall not damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc.
- b. The Contractor shall move and replace all floral or commemorative items, etc. to their proper place as necessary while performing mowing/trimming services. The Contractor shall repair or replace all damaged items caused by the Contractor as directed by the COR at no additional cost to the Cemetery.
- c. The Contractor is responsible for removal and replacement of all lawn, shrubs and trees due to damage by the Contractor. Contractor shall provide replacement plants and shall be of the same type and size. The Cemetery is responsible for plants damaged by the Cemetery or third parties, storms, flood or frost damage and trees beyond their normal life span.

10. EQUIPMENT:

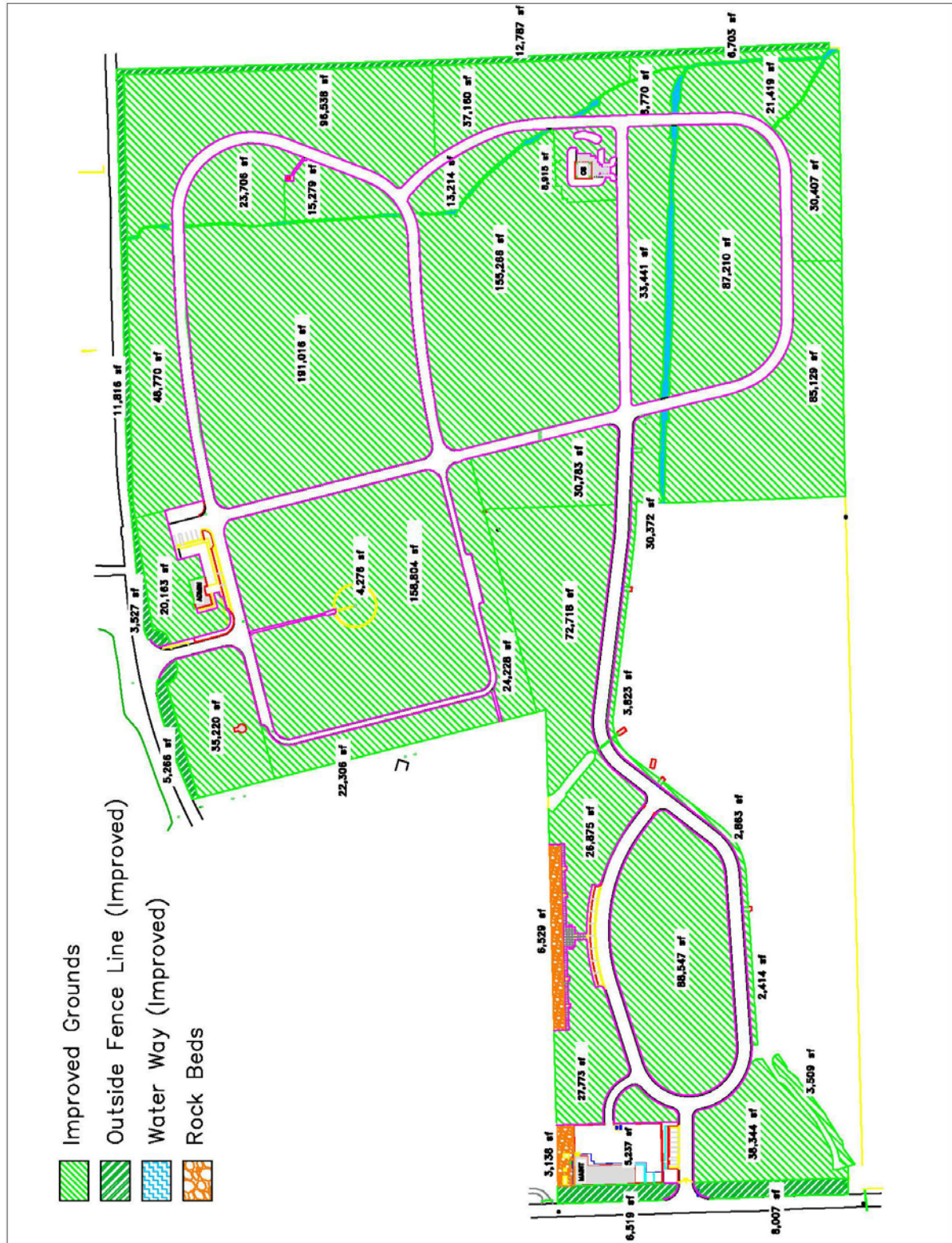
- a. The Contractor shall use commercial grade rear-discharge mowers or commercial grade mowers with mulching decks only. At no time is freshly mowed grass to be blown onto headstones. Riding mowers may be used if they are not operated within two (2) inches of markers, monuments, tree trunks or other vertical surfaces.
- b. Commercial grade power trimmers and power edgers shall be used to trim grass from around headstones, flat markers, monuments, section markers, etc. No metal blades shall be used to trim around flat markers. The Contractor shall use trimmers with a plastic blade attachment to cleanly trim edges around all flat markers, or as otherwise approved by the COR. The Contractor shall leave a clean, neat edge around each flat marker. Care must be taken not to chip flat markers with blades.
- c. All mowing equipment shall be cleaned before unloading or mowing at the Cemetery to reduce the risk of introducing contaminant weed seeds into the Cemetery turf. No equipment shall be cleaned on Cemetery property.
- d. Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged.
- e. The Contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, and irrigation equipment while performing mowing, trimming, and edging services.
- f. 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.

Attachment 4 Grounds Maintenance Maps
Map 4 A

**MAP OF THE
 FORT GIBSON NATIONAL CEMETERY**
 1423 CEMETERY ROAD, FORT GIBSON, OKLAHOMA 74434



Map 4B



Attachment 5 Work Summary & Progress Report

WORK SUMMARY & PROGRESS REPORT		Period Covered :	From:	To:
Cemetery Location: Fort Gibson National Cemetery		Contractor Information:		
Project Title: Cemetery Grounds Maintenance Services				
Contract No:				
<p>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 some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:</p> <ol style="list-style-type: none"> 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. 				
WORK COMPLETED & SUBMITTED FOR ACCEPTANCE (This form is not to be used as an Invoice)				
1	Mowing of all Improved Turfgrass (including removal and disposal of grass clippings, trash, and debris)	Quantity / Unit	Acres	
		Date Completed:		
2	String Trimming of all other features and areas throughout Cemetery (including removal and disposal of grass clippings, trash, and debris)	Quantity / Unit	Acres	
		Date Completed:		
3	Trimming of headstones/edging-trimming flat markers	Quantity / Unit	# of HS	
		Date Completed:		
4	Blade edging of curbs and sidewalks	Quantity / Unit	Linear Feet	
		Date Completed:		
5	Pre- or Post-Emergent Herbicide applications	Quantity / Unit	Acres	
		Date Completed:		
6	Fertilizer applications	Quantity / Unit	Acres	
		Date Completed:		
Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.				
Signature of Contractor:		Date Signed	Signature of Cemetery Director / COR	Date Signed
Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.				

Duplicate Form as Necessary

Attachment 6 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.)				
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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> <div style="border-bottom: 1px solid black; height: 15px;"></div>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

Attachment 7 Quality Assurance Surveillance Plan

FORT GIBSON NATIONAL CEMETERY GROUNDS MAINTENANCE

1. **Fundamental Government Responsibilities:** The Contracting Officer's Representative (COR) is responsible for representing the Contracting Officer in all facets of service quality. The COR will carry out inspections, reviews and approvals, handle deficiencies, and ultimately accept on behalf of the Contracting Officer. The functions of the COR are identified below. Government personnel, other than the Contracting Officer and the COR, from time to time, may observe the Contractor's operations. However, these personnel may not interfere with Contractor performance.
2. **General Quality Assurance Functions:** To facilitate the surveillance of the Contractor's Quality Control Plan (QCP) by the Government, the COR will verify Contractor compliance with designated performance requirements through a series of random; announced/unannounced; and impromptu/scheduled inspections. The COR will review the critical requirements to assess their applicability and recommend the addition or deletion of requirements as conditions warrant. In addition, for noncompliance and/or untimely corrective action to deficiencies of specific tasks, the Contractor shall be subject to re-performance (at the company's expense) and/or a reduction of the Contractor's payment. With this intent, the surveillance approach may not be one that stays the same throughout the duration of the contract. The COR will periodically update the surveillance approach when the need arises. The COR will inspect the Contractor's Quality Control Plan regularly for compliance with the requirements herein.
3. **Specific Quality Assurance Functions:** The COR will establish an Inspection Schedule using the Quality Assurance Report (QAR). The COR will perform the following Qualitative and Evaluative functions, which comprise the Government Quality Assurance Surveillance Plan (QASP).
 - a. Carry out periodic inspections using the Quality Assurance Report to evaluate Contractor performance to ensure compliance and receipt of services. The COR will evaluate the Contractor's performance through intermittent on-site inspections of the Contractor's Quality Control Plan and receipt of complaints from Cemetery personnel or Cemetery visitors. The COR may inspect each task as completed; increase the number of quality control inspections if deemed appropriate because of related failures discovered during quality control inspections or because of repeated Cemetery personnel or Cemetery visitor complaints; or decrease the number of quality control inspections if performance dictates.
 - b. Report findings resulting from these inspections to the Contractor and the Contracting Officer. If discrepancies are discovered as a result of the periodic inspections, or any other means, the COR will use a Contract Discrepancy Report (CDR) to communicate them to the Contractor and follow up to ensure discrepancies or nonconformance's are corrected. When a discrepancy exists, the Contractor shall complete the applicable CDR blocks. The Contracting Officer will evaluate the Contractor's explanation and determine the next course of action.
 - c. Perform monthly reviews of the Contractor's reports and records to ensure they adequately reflect the proper schedules.
 - d. Review changes as well as initial and annual equipment inventories.
 - e. The COR will meet at least twice a week with the Contractor's on-site working supervisor during the first month of the contract. Thereafter, meetings will be scheduled monthly by the COR or as often as necessary. The COR will prepare written minutes from these meetings that shall be signed by the Contractor's on-site working supervisor and the COR. Should the Contractor not concur with the minutes, the Contractor shall state any areas of non-concurrence in writing to the COR within 5 calendar days of receipt of the signed minutes. Meeting minutes will be maintained in the COR contract file.
 - f. Take appropriate actions based on Health/Safety/Environmental/any other inspection results.

4. NCA QUALITY ASSURANCE REPORT (QAR): The contract/PWS service requirements are summarized into the NCA Quality Assurance Report to be utilized by the COR to inspect, monitor, and document the Contractor's performance:
5. This comprises the Government's QASP, which has been developed to evaluate Contractor actions while implementing this PWS; and, is designed to provide an effective surveillance method of monitoring Contractor performance for each listed Performance Objective on the Performance Work Requirements Summary. The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. This QASP is based on the premise the Government desires to maintain a quality standard for this service contract. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is Quality Assurance to ensure contract standards are achieved.

NCA Quality Assurance Report (QAR)					
Cemetery:	Fort Gibson National Cemetery	Contractor:			
Project Title:	Grounds Maintenance	Contract No:			
CLIN	DESCRIPTION OF SERVICES PROVIDED	SECTIONS OR AREAS INSPECTED	DATE OF INSP.	STATUS	
				SAT	UNSAT*
0001	MOW ALL IMPROVED TURF AREAS				
	1. Turfgrass in burial and public areas has been mowed to a height within one inch range of that which is professionally recommended for the turfgrass type.				
	2. All mowed grass areas have a uniform height.				
	3. Mowed areas are free of scalping, rutting, bruising, and uneven and rough cutting.				
	4. Newly seeded/sodded areas have been hand-mowed. (Until it is fully established to the point where it will not be damaged by riding mowers.)				
	5. Different mowing patterns have been utilized by changing direction, changing patterns, and varying mower wheel width patterns with after each mowing to reduce turf wear, prevent wheel rutting, and provide a neater appearance.				
	6. All mowing around trees has been accomplished in a manner that prevents a "ringing pattern" around the tree and damage to turf.				
	7. All mowing equipment has been cleaned before unloading or mowing at the cemetery, cutting height is correct, and all cutting blades are sharp.				
0002	STRING TRIM TURFGRASS IN IMPROVED TURF AREAS				
	1. The finished height of the trimmed grass exactly matches the height of the mowed grass.				
	2. All non-mowed turf areas have been properly trimmed. This includes the base of trees, planting beds, monuments, curbs/curbing, section markers, buildings, walls, fences, signs, other vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment.				
	3. Trimmed areas are free of scalping, rutting, bruising, and uneven and rough cutting. No streaks or irregularities, uneven cutting, plowing, or gouging of the soil is present.				
	4. Contactor has not damaged any cemetery elements or structures by contact with the trimming device's cutting instrument.				

CLIN	DESCRIPTION OF SERVICES PROVIDED	SECTIONS OR AREAS INSPECTED	DATE OF INSP.	STATUS	
				SAT	UNSAT*
0003	STRING TRIM HEADSTONES AND FLAT MARKERS				
	1. All upright headstones and flat markers have been properly trimmed with the finished height of the trimmed grass exactly matching the height of the mowed grass.				
	2. Trimmed upright headstones and flat markers are free of scalping, rutting, bruising, and uneven and rough cutting. No streaks or irregularities, uneven cutting, plowing, or gouging of the soil are present.				
	3. Contactor has not damaged any upright headstones and flat markers. Areas have been mowed first, followed by the trimming operation.				
0004	BLADE EDGING				
	1. Completed edging has a clear zone ½” to 1” wide by 2” to 3” deep with all vegetation removed from joints and cracks.				
	2. All streets, curbs, walkways, tree wells, permanent building/structure lines, and planting beds have been edged.				
	3. Contactor has not damaged any cemetery elements, structures, asphalt, or concrete by contact with the edging device’s cutting instrument.				
0005 & 0006	HERBICIDE TREATMENT: (Check application below that applies to this report) <input type="checkbox"/> Pre-Emergent Application #1 - Late Winter/Early Spring <input type="checkbox"/> Pre-Emergent Application #2 - Late Summer/Early Fall <input type="checkbox"/> Post-Emergent Application #1 - Early Spring/Mid Spring <input type="checkbox"/> Post-Emergent Application #2 - Early Summer/Mid Summer <input type="checkbox"/> Post-Emergent Application #3 - Late Summer/Fall				
	1. Herbicide application has been applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications, as needed between scheduled sprays, have been performed to control and maintain a generally weed free cemetery.				
	2. The application date and time has been coordinated with the COR, in writing, within three business days of receiving the order.				
	3. The herbicide application has been applied directly by or under the supervision of a current commercially licensed pesticide applicator. All label directions on the bag or container of herbicide or chemicals have been followed.				

DESCRIPTION OF SERVICES PROVIDED	SECTIONS OR AREAS INSPECTED	DATE OF INSP.	STATUS	
			SAT	UNSAT*
5. A written record of the application has been delivered to the COR immediately following the application, whether completed or not, before leaving the Cemetery on the day of any application.				
6. All contractor personnel are properly clothed and wearing the proper safety equipment during any and all applications.				
DEBRIS AND TRASH REMOVAL				
1. All walkways (inside and out), flagpole bases, interment areas, sidewalks, committal shelters, headstones, flat markers, monuments, roadways, or other non-turf grass areas of all grass clippings have been cleaned on the same day as the mowing, trimming, or edging event that produced them.				
2. Clearly visible clumps of grass clippings and/or windrows of clippings have been removed and disposed of.				
3. All debris and trash at time of before and after each mowing and trimming event within the cemetery has been collected and disposed of.				
4. All floral arrangements have been removed from the mowing area(s) and re-placed in their original locations after mowing.				
REPORTING AND DOCUMENTATION				
1. The Contractor Supervisor reports on a DAILY basis to the COR and logs in.				
2. The Contractor Supervisor has met with COR DAILY to coordinate and establish the daily work schedule.				
3. The Contractor Supervisor has provided the WEEKLY and DAILY work schedules to the COR.				
4. The Contractor Supervisor has provided an accurate WEEKLY written report identifying all work that took place within the previous seven calendar days.				
5. The Contractor has submitted all required documentation or information in accordance with the contract.				
SAFETY AND JOBSITE APPEARANCE				
1. No accidents or incidents due to contractor's failure to take safety precautions.				

	2. Worksite does not detract from the dignity and solemnity of the cemetery. Work areas and adjacent grounds are free of that debris, tools, equipment, & other materials at the conclusion of the task or at the end of the work day.				
	3. Contractor personnel are dressed appropriately.				
Report Continued on Following Page					

NCA Quality Assurance Report (QAR) (Cont'd)			
Cemetery:	Fort Gibson National Cemetery	Contractor:	
Project Title:	Grounds Maintenance	Contract No:	
<p align="center"><u>*CONTRACT DISCREPANCIES:</u></p> <p>List below the Contract Discrepancy Report Number and a brief description of the contract requirement(s) which Contractor <i>"Did Not Meet"</i> and attach a copy of each CDR.</p>			
(a)			
(b)			
(c)			
(d)			
(e)			
(f)			
COR SIGNATURE		DATE	CONTRACTOR SIGNATURE
<p align="center"><i>*(Note: When deficiencies are cited, the Contractor is required to sign & acknowledge receipt of the report.)</i></p>			
<p align="center">End of Report</p>			

Attachment 8 Wage Determination

WD 05-2433 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2433
Revision No.: 14
Date Of Revision: 07/25/2014

State: Oklahoma

Area: Oklahoma Counties of Adair, Cherokee, Choctaw, Craig, Creek, Delaware, Haskell, Kay, Latimer, Le Flore, Mayes, McCurtain, McIntosh, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, Washington

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.60
01012 - Accounting Clerk II		15.33
01013 - Accounting Clerk III		17.78
01020 - Administrative Assistant		19.04
01040 - Court Reporter		19.66
01051 - Data Entry Operator I		10.88
01052 - Data Entry Operator II		11.86
01060 - Dispatcher, Motor Vehicle		17.99
01070 - Document Preparation Clerk		12.66
01090 - Duplicating Machine Operator		12.66
01111 - General Clerk I		11.08
01112 - General Clerk II		12.83
01113 - General Clerk III		16.83
01120 - Housing Referral Assistant		15.78
01141 - Messenger Courier		11.72
01191 - Order Clerk I		11.83
01192 - Order Clerk II		13.79
01261 - Personnel Assistant (Employment) I		13.16
01262 - Personnel Assistant (Employment) II		14.43
01263 - Personnel Assistant (Employment) III		17.57
01270 - Production Control Clerk		18.65
01280 - Receptionist		11.23
01290 - Rental Clerk		13.33
01300 - Scheduler, Maintenance		12.39
01311 - Secretary I		12.39
01312 - Secretary II		13.86
01313 - Secretary III		15.78
01320 - Service Order Dispatcher		14.95
01410 - Supply Technician		19.04
01420 - Survey Worker		13.71
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		13.14
01533 - Travel Clerk III		13.77
01611 - Word Processor I		11.77
01612 - Word Processor II		13.35
01613 - Word Processor III		14.97
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.15
05010 - Automotive Electrician		18.19
05040 - Automotive Glass Installer		17.24
05070 - Automotive Worker		17.24
05110 - Mobile Equipment Servicer		15.14
05130 - Motor Equipment Metal Mechanic		19.15
05160 - Motor Equipment Metal Worker		17.24
05190 - Motor Vehicle Mechanic		17.91
05220 - Motor Vehicle Mechanic Helper		13.98
05250 - Motor Vehicle Upholstery Worker		16.08
05280 - Motor Vehicle Wrecker		17.19

05310 - Painter, Automotive	18.22
05340 - Radiator Repair Specialist	17.24
05370 - Tire Repairer	13.29
05400 - Transmission Repair Specialist	19.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.11
07041 - Cook I	9.79
07042 - Cook II	11.11
07070 - Dishwasher	8.05
07130 - Food Service Worker	7.83
07210 - Meat Cutter	12.17
07260 - Waiter/Waitress	8.38
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	11.67
09080 - Furniture Refinisher	16.54
09090 - Furniture Refinisher Helper	13.06
09110 - Furniture Repairer, Minor	14.73
09130 - Upholsterer	16.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.50
11060 - Elevator Operator	9.38
11090 - Gardener	12.57
11122 - Housekeeping Aide	9.38
11150 - Janitor	9.38
11210 - Laborer, Grounds Maintenance	10.68
11240 - Maid or Houseman	8.48
11260 - Pruner	10.07
11270 - Tractor Operator	12.41
11330 - Trail Maintenance Worker	10.68
11360 - Window Cleaner	10.05
12000 - Health Occupations	
12010 - Ambulance Driver	13.51
12011 - Breath Alcohol Technician	15.83
12012 - Certified Occupational Therapist Assistant	19.42
12015 - Certified Physical Therapist Assistant	21.72
12020 - Dental Assistant	13.38
12025 - Dental Hygienist	31.40
12030 - EKG Technician	18.82
12035 - Electroneurodiagnostic Technologist	18.82
12040 - Emergency Medical Technician	13.51
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.83
12073 - Licensed Practical Nurse III	17.66
12100 - Medical Assistant	13.05
12130 - Medical Laboratory Technician	14.15
12160 - Medical Record Clerk	12.54
12190 - Medical Record Technician	14.03
12195 - Medical Transcriptionist	14.83
12210 - Nuclear Medicine Technologist	29.46
12221 - Nursing Assistant I	10.26
12222 - Nursing Assistant II	11.53
12223 - Nursing Assistant III	12.59
12224 - Nursing Assistant IV	14.12
12235 - Optical Dispenser	14.54
12236 - Optical Technician	13.51
12250 - Pharmacy Technician	13.40
12280 - Phlebotomist	13.60
12305 - Radiologic Technologist	21.91
12311 - Registered Nurse I	20.03
12312 - Registered Nurse II	24.51
12313 - Registered Nurse II, Specialist	24.51
12314 - Registered Nurse III	29.66
12315 - Registered Nurse III, Anesthetist	29.66
12316 - Registered Nurse IV	35.55
12317 - Scheduler (Drug and Alcohol Testing)	19.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.95
13012 - Exhibits Specialist II	22.25
13013 - Exhibits Specialist III	27.23
13041 - Illustrator I	18.95
13042 - Illustrator II	22.25
13043 - Illustrator III	27.23
13047 - Librarian	20.68
13050 - Library Aide/Clerk	8.51

13054 - Library Information Technology Systems Administrator	19.12
13058 - Library Technician	13.71
13061 - Media Specialist I	13.50
13062 - Media Specialist II	15.11
13063 - Media Specialist III	16.84
13071 - Photographer I	15.06
13072 - Photographer II	17.50
13073 - Photographer III	20.54
13074 - Photographer IV	25.14
13075 - Photographer V	30.42
13110 - Video Teleconference Technician	15.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.71
14042 - Computer Operator II	16.45
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	25.11
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	22.27
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	14.71
14160 - Personal Computer Support Technician	28.80
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.14
15020 - Aircrew Training Devices Instructor (Rated)	34.04
15030 - Air Crew Training Devices Instructor (Pilot)	40.79
15050 - Computer Based Training Specialist / Instructor	28.14
15060 - Educational Technologist	23.62
15070 - Flight Instructor (Pilot)	40.79
15080 - Graphic Artist	19.06
15090 - Technical Instructor	18.16
15095 - Technical Instructor/Course Developer	22.74
15110 - Test Proctor	14.65
15120 - Tutor	14.65
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.47
16030 - Counter Attendant	8.47
16040 - Dry Cleaner	10.79
16070 - Finisher, Flatwork, Machine	8.47
16090 - Presser, Hand	8.47
16110 - Presser, Machine, Drycleaning	8.47
16130 - Presser, Machine, Shirts	8.47
16160 - Presser, Machine, Wearing Apparel, Laundry	8.47
16190 - Sewing Machine Operator	11.56
16220 - Tailor	12.34
16250 - Washer, Machine	9.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.19
19040 - Tool And Die Maker	22.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.47
21030 - Material Coordinator	18.65
21040 - Material Expediter	18.65
21050 - Material Handling Laborer	10.84
21071 - Order Filler	11.20
21080 - Production Line Worker (Food Processing)	13.47
21110 - Shipping Packer	13.44
21130 - Shipping/Receiving Clerk	13.44
21140 - Store Worker I	12.19
21150 - Stock Clerk	16.90
21210 - Tools And Parts Attendant	13.47
21410 - Warehouse Specialist	13.47
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.96
23021 - Aircraft Mechanic I	19.95
23022 - Aircraft Mechanic II	20.96
23023 - Aircraft Mechanic III	22.00
23040 - Aircraft Mechanic Helper	14.56
23050 - Aircraft, Painter	18.74
23060 - Aircraft Servicer	16.75

23080 - Aircraft Worker	17.96
23110 - Appliance Mechanic	17.65
23120 - Bicycle Repairer	13.29
23125 - Cable Splicer	19.25
23130 - Carpenter, Maintenance	16.54
23140 - Carpet Layer	17.23
23160 - Electrician, Maintenance	21.97
23181 - Electronics Technician Maintenance I	20.84
23182 - Electronics Technician Maintenance II	23.49
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	16.31
23290 - Fire Alarm System Mechanic	17.96
23310 - Fire Extinguisher Repairer	15.13
23311 - Fuel Distribution System Mechanic	19.30
23312 - Fuel Distribution System Operator	15.69
23370 - General Maintenance Worker	16.08
23380 - Ground Support Equipment Mechanic	19.95
23381 - Ground Support Equipment Servicer	16.75
23382 - Ground Support Equipment Worker	17.96
23391 - Gunsmith I	15.36
23392 - Gunsmith II	17.13
23393 - Gunsmith III	18.90
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.91
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.95
23430 - Heavy Equipment Mechanic	19.75
23440 - Heavy Equipment Operator	17.41
23460 - Instrument Mechanic	18.90
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	10.84
23510 - Locksmith	18.02
23530 - Machinery Maintenance Mechanic	18.52
23550 - Machinist, Maintenance	17.41
23580 - Maintenance Trades Helper	13.06
23591 - Metrology Technician I	18.90
23592 - Metrology Technician II	19.72
23593 - Metrology Technician III	20.72
23640 - Millwright	24.46
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	16.48
23790 - Pipefitter, Maintenance	18.93
23810 - Plumber, Maintenance	18.07
23820 - Pneudraulic Systems Mechanic	18.90
23850 - Rigger	20.95
23870 - Scale Mechanic	17.13
23890 - Sheet-Metal Worker, Maintenance	17.41
23910 - Small Engine Mechanic	15.67
23931 - Telecommunications Mechanic I	25.74
23932 - Telecommunications Mechanic II	27.10
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	17.41
23965 - Well Driller	17.41
23970 - Woodcraft Worker	18.90
23980 - Woodworker	13.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.22
24580 - Child Care Center Clerk	13.07
24610 - Chore Aide	8.34
24620 - Family Readiness And Support Services Coordinator	14.48
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.84
25040 - Sewage Plant Operator	16.54
25070 - Stationary Engineer	20.84
25190 - Ventilation Equipment Tender	14.77
25210 - Water Treatment Plant Operator	16.54
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.51
27007 - Baggage Inspector	11.40
27008 - Corrections Officer	12.86
27010 - Court Security Officer	16.43
27030 - Detection Dog Handler	13.80
27040 - Detention Officer	12.86

27070 - Firefighter	19.43
27101 - Guard I	11.40
27102 - Guard II	13.80
27131 - Police Officer I	18.67
27132 - Police Officer II	20.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.88
28042 - Carnival Equipment Repairer	12.87
28043 - Carnival Equipment Worker	8.97
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.48
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.44
28515 - Recreation Specialist	17.14
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	15.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.55
29020 - Hatch Tender	17.55
29030 - Line Handler	17.55
29041 - Stevedore I	16.72
29042 - Stevedore II	18.49
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.97
30022 - Archeological Technician II	20.87
30023 - Archeological Technician III	25.85
30030 - Cartographic Technician	25.85
30040 - Civil Engineering Technician	23.31
30061 - Drafter/CAD Operator I	17.97
30062 - Drafter/CAD Operator II	20.87
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.64
30081 - Engineering Technician I	17.13
30082 - Engineering Technician II	19.23
30083 - Engineering Technician III	21.51
30084 - Engineering Technician IV	26.65
30085 - Engineering Technician V	32.59
30086 - Engineering Technician VI	39.44
30090 - Environmental Technician	19.54
30210 - Laboratory Technician	23.28
30240 - Mathematical Technician	25.85
30361 - Paralegal/Legal Assistant I	18.26
30362 - Paralegal/Legal Assistant II	21.08
30363 - Paralegal/Legal Assistant III	24.49
30364 - Paralegal/Legal Assistant IV	31.22
30390 - Photo-Optics Technician	25.85
30461 - Technical Writer I	21.14
30462 - Technical Writer II	25.86
30463 - Technical Writer III	31.27
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.28
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.85
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.70
31030 - Bus Driver	13.09
31043 - Driver Courier	11.85
31260 - Parking and Lot Attendant	8.14
31290 - Shuttle Bus Driver	12.58
31310 - Taxi Driver	9.57
31361 - Truckdriver, Light	12.58
31362 - Truckdriver, Medium	13.35
31363 - Truckdriver, Heavy	18.54
31364 - Truckdriver, Tractor-Trailer	18.54
99000 - Miscellaneous Occupations	
99030 - Cashier	8.02
99050 - Desk Clerk	10.22
99095 - Embalmer	22.74

99251 - Laboratory Animal Caretaker I	9.55
99252 - Laboratory Animal Caretaker II	10.15
99310 - Mortician	22.74
99410 - Pest Controller	14.80
99510 - Photofinishing Worker	10.02
99710 - Recycling Laborer	12.34
99711 - Recycling Specialist	14.05
99730 - Refuse Collector	11.84
99810 - Sales Clerk	12.10
99820 - School Crossing Guard	9.01
99830 - Survey Party Chief	22.23
99831 - Surveying Aide	13.20
99832 - Surveying Technician	20.88
99840 - Vending Machine Attendant	12.74
99841 - Vending Machine Repairer	15.68
99842 - Vending Machine Repairer Helper	12.74

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading 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.

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(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order 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 9 Past Performance Questionnaire

PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS: Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List at least three (3), but no more than five (5) 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, not the prime's info:

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

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

Complexity of Product/Service, if any:

Percentage of Work completed by your company/by subcontractor:

(End of Section)

SECTION E - SOLICITATION PROVISIONS

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

E.2 VENDOR PORTAL USAGE INFORMATION

- The Vendor Portal is a module of the Electronic Contract Management System (eCMS) that serves as a central location that allows for communication between VA Acquisition Staff and potential vendors.
- Vendors will need to visit the Vendor Portal (<https://www.vendorportal.ecms.va.gov>) to register.
- In the event an Offeror is unable to register for a user account and/or submit a proposal through the Vendor Portal prior to the proposal closing date, the vendor is to contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov.

- If the deadline hits as you are uploading your documents, the portal will shut without giving notice it is doing so. The upload appears to be happening however, it never finishes.
- Once registered, vendors will be able to access/edit their profile, view solicitations/awards and submit bids/proposals as instructed.
- Vendors can submit questions via the Vendor Portal which can be answered directly within the Vendor Portal. When applicable, do remember that a formal amendment needs to be executed in eCMs.
- When resubmitting information before initial deadline, portal may delete existing files. Please read attached Vendor Portal Guide for instructions.

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 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

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

SELECTION CRITERIA

Proposals will be evaluated and award will be made to the responsible offeror with the best value for the Government. This does not necessarily mean the lowest offer will automatically receive award. Factors that will be evaluated to determine technical acceptability are Technical Method/Approach, Key Personnel, Safety, Past Performance and Price. Responsibility determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors. Cost will be evaluated on the basis of its realism and acceptability to the Government.

TECHNICAL EVALUATIONS: Weight as a percent is listed after factor

Evaluations will be based on the following technical criteria:

TECHNICAL METHOD/APPROACH 20%

The Offeror shall demonstrate clearly the following, relevant to the subject procurement.

Describe the steps to be used in completing the task required in the PWS. List the personnel with their titles that you will be assigning to the tasks. Include team members submitted under Key Personnel as well as others as appropriate. List the prime responsible firm and individuals as well as the roles and responsibilities of individuals proposed as consultants and subcontractors. Provide a list of all proposed major subcontractors, including telephone number, address, and name of contact. The Offeror shall specify how allowance has been made for weather delays in the schedule, holidays and burial services. A statement, such as, "the Offeror will abide by all contract requirements" is not acceptable for determining technical acceptability. Offerors shall include in their technical proposal the number of years they have been in business, their business size standard along with their equipment inventory listing. The equipment list shall include with the model and age of each piece. Other information to address should be that method is complete and adequate, range of proposed staff is appropriate and that the Project Manager is qualified and available at all times. The Offeror shall demonstrate the ability of obtaining before commencement of contract performance period, all licenses, permits, insurance information and other certifications (i.e., any herbicides/insecticides and chemicals proposed) to perform the contract. Offeror is to describe the proposed staffing plan with any subcontracting (inclusive of labor mix), how long it will take to fully staff the contract and how peak workloads, overlapping or simultaneous task assignments, and sick and vacation leaves will be covered and other contingency plans to manage resources. Additionally, the Offeror is to include a discussion of how his/her resources are allocated by percentages, how the offeror plans to retain the proposed

staffing levels, information on turnover rates and related recruiting efforts. Subcontractors shall be listed with the tasks they will perform. If they are performing portions of any CLINS, list the percentage of each CLIN they are performing.

The cemetery has no personnel to educate Contractor/Subcontractor personnel.

KEY PERSONNEL 10%

Project Personnel Experience (Specialized experience and technical competence). The Offeror shall demonstrate the relevant experience of key project personnel by supplying biographical data to include years with company, job related education, licensing & registration, as well as the position that the individual will hold in regard to this project team. Offeror should demonstrate a well-defined and adequately resourced management system including safety professionals. The offeror's project team organization chart, narrative and experience of key personnel will be the basis for the evaluation. In VOL III the firm must include resumes of individuals below which shall demonstrate a minimum of 3 years' experience with projects of similar size and complexity:

- Project Manager
- Superintendent
- QA/QC Manager

SAFETY PLANNING AND EXECUTION 10%

Occupational Safety and Health (OS&H) performance history shall be evaluated in the awarding of this contract and assessment of contractor's ability to ensure a healthy and safe working environment.

Provide evidence of the following items:

1. Existence of an adequate written health and safety program.
2. Participation in voluntary health and safety programs (such as the OSHA Voluntary Protection Program).

PAST PERFORMANCE 55%

This factor will be evaluated on the basis of corporate project experience with projects of similar size, scope and complexity. Risk will be assessed based on number and size of contracts, PPIRS, Experience, Experian and other information available.

Client Overall Satisfaction -- Firm must provide three recent Past Performance Questionnaire. See Section D for form. The completed form shall be submitted as a part of Volume II (Past Performance).

Government will contact references and may ask the following questions:

- a. How would you rate the offeror's compliance with the contract requirements?
- b. How would you rate the effectiveness of the offeror's on-site management?
- c. How would you rate the offeror's use of appropriate personnel for contract requirements?
- d. How would you rate the offeror's timeliness in submission of schedule? Reports? Submittals?
- e. How would you rate the offeror's adherence to the schedule?
- f. How would you rate the offeror's responsiveness towards safety issues?
- g. How would you rate the offeror's ability to effectively deal with the customer and other Government personnel?
- h. How would you rate the offeror's cooperativeness in solving problems and negotiating changes?
- i. How would you rate the offeror's abilities to address any financial difficulties (i.e., payment of subcontractors and/or vendors, labor disputes, etc.)?
- j. How would you rate the offeror's responsiveness to cure notices, show cause letters, suspension of payment, or termination notices?
- k. As the end user/customer, how would you rate your satisfaction with the end product?
- l. How would you rate the offeror's overall performance on this project?

PRICE 5%

Cost will be evaluated on the basis of its realism and acceptability to the Government. . The lowest bidder will not necessarily get this award. Just providing a price with no substantial information on pricing and/or performance will result in an inferior proposal and may be considered technically non responsive. The

Government will not consider offers that are considerably too low or too high. Pricing may be compared against the Government Cost Estimate (GCE) or against the average mean of the offers received to arrive at a competitive range in determining too low/too high offers. For evaluation purposes the lowest price will be determined by calculating the total price of all Contract Line Item Numbers (CLINs) over all years (Base and Options) in order to determine a total amount. Price will be evaluated for reasonableness.

The 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.

The Government will make use of several data bases to aid in establishing a more complete picture of responsibility and ability the databases include, but are not limited to Experian, PPIRS, EPLS, VetBiz and SBA.

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

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

(End of Provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

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

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection

with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2012
52.237-1	SITE VISIT	APR 1984

E.6 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

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

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703–4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.8 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:

Department of Veterans Affairs
NCA Contracting Service
75 Barrett Heights Rd. Suite 309
Stafford VA 22556

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

(End of Provision)

E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

(End of Provision)

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

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

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

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

E.10 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)

E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

(End of Addendum to 52.212-1)

E.12 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 .

(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:

(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
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[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
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_____	_____
_____	_____

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (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)