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SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 CONTRACT ADMINISTRATION DATA**

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

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

a. CONTRACTOR: Name of Company:

Address

DUNS:

Point of contact name:

Phone:

Email:

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management,

3. INVOICES: Invoices shall be submitted in arrears:

c. Other (x) Monthly, after Government acceptance of services

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. See page 1, block 18a.

5. ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

6. SOLICITATION:

Offers for furnishing the supplies or services in the Schedule shall be submitted via the vendor portal 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.

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.

7. SUBMISSION OF PROPOSALS: All proposals must be submitted through the Department of Veterans Affairs – Electronic Management System (eCMS) Vendor Portal website to be considered for Award.

Please go the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit their proposal through the Vendor Portal domain, prior to the deadline for submission of proposals, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov.

Proposal transmission/uploads must be completed by the deadline for submission of Proposals.

Offerors unable to submit their proposal through VA eCMS Vendor Portal, may submit their proposals via email, **PROVIDED THE** VA eCMS Vendor Portal registration requirements have been fulfilled **AND** Offerors have contacted the VAAS helpdesk for assistance in their proposal submission. A copy of the email correspondence with the VAAS helpdesk shall be forwarded to the Contracting Officer, Anne Ditch, at anne.ditch@va.gov as proof of email correspondence. If a request for assistance with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date, via the Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. The offeror shall receive approval from the contracting officer prior to submitting a proposal via email. This document shall be submitted with the Offeror's proposal.

In the event an Offeror has not requested submission assistance from the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit their proposal via Vendor Portal, the Offeror's proposal, if late, will not be accepted.

Offerors are responsible for proper submission/resubmission or updating of proposals in the vendor portal. Instructions for updating/resubmitting proposal information is provided in the Vendor Portal Guide, provided as an attachment.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR PROVISION 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH b, and Addendums PRIOR TO THE TIME SPECIFIED IN BLOCK 8 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD AND THE INFORMATION SHALL BE SUBMITTED AS DIRECTED IN BLOCK 20 OF SF1449.

8. 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.

9. ORDER PROCESSING SEQUENCE

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

10. 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.

11. GOVERNMENT HOLIDAYS: Holidays observed by the Federal Government:

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

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

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

This solicitation includes **VAAR clause 852.219-10**. 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

Base Period: Date of Award or 01 March 2016 - September 30, 2016					
CLIN	Grounds Maintenance Services	Est. Qty	Unit	Unit Price	Total Price
0001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 101.69 acres, mowed 31 times = Est. 3152.39 acres mowed.)	3,152.39	Acre	\$ _____	\$ _____
0002	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. 101.69 acres, trimmed 31 times = Est. 3,152.39 acres trimmed.)	3,152.39	Acre	\$ _____	\$ _____
0003	Mow and string trim all unimproved native turf areas. (Est. 14.04 acres, mowed 9 times = Est. 126.36 acres mowed and trimmed)	126.36	Acre	\$ _____	\$ _____
0004	Trim headstones and edge 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. 27,800 upright headstones and 4,800 flat markers, trimmed/edged 31 times = Est. 1010600 headstones and markers)	1,010,600	Headstone or Marker	\$ _____	\$ _____
0005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 48,000 linear feet, edged 12 times = Est. 576,000 linear feet edged.)	576,000	Linear Feet	\$ _____	\$ _____
0006	Pre-Emergent Herbicide Applications (Est. 101.69 acres, applied 2 times = 203.38 acres treated.). See Table 3.5	203.38	Acre	\$ _____	\$ _____
0007	Post-Emergent Herbicide Applications (Est. 101.69 acres, applied 3 times = 305.07 acres treated.). See Table 3.5	305.07	Acre	\$ _____	\$ _____
0008	Fertilizer Applications. Free flowing, granular, 21-7-14 with 50% slow release nitrogen (SCU), with micronutrients. (Est. 101.69 acres, applied 3 times = 305.07 acres treated.). See Table 3.6	305.07	Acre	\$ _____	\$ _____
			Base Year Total:		\$ _____

Option Year 1: October 1, 2016 thru September 30, 2017					
CLIN	Grounds Maintenance Services	Est. Qty	Unit	Unit Price	Total Price
1001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 103.46 acres, mowed 36 times = Est. 3,724.56 acres mowed.)	3,724.56	Acre	\$ _____	\$ _____
1002	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. 103.46 acres, trimmed 36 times = Est. 3,724.56 acres trimmed.)	3,724.56	Acre	\$ _____	\$ _____
1003	Mow and string trim all unimproved native turf areas. (Est. 12.27 acres, mowed 9 times = Est. 110.43 acres mowed and trimmed)	110.43	Acre	\$ _____	\$ _____
1004	Trim headstones and edge 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. 29,700 upright headstones and 5,200 flat markers, trimmed/edged 36 times = Est. 1,256,400 headstones and markers)	1,256,400	Headstone or Marker	\$ _____	\$ _____
1005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 48,000 linear feet, edged 12 times = Est. 576,000 linear feet edged.)	576,000	Linear Feet	\$ _____	\$ _____
1006	Pre-Emergent Herbicide Applications (Est. 103.46 acres, applied 2 times = 206.92 acres treated.) See Table 3.5	206.92	Acre	\$ _____	\$ _____
1007	Post-Emergent Herbicide Applications (Est. 103.46 acres, applied 3 times = 310.38 acres treated.) See Table 3.5	310.38	Acre	\$ _____	\$ _____
1008	Fertilizer Applications. Free flowing, granular, 21-7-14 with 50% slow release nitrogen (SCU), with micronutrients. (Est. 103.46 acres, applied 3 times = 310.38 acres treated.) . See Table 3.6	310.38	Acre	\$ _____	\$ _____
			Option Year 1 Total:		\$ _____

Option Year 2: October 1, 2017 thru September 30, 2018					
CLIN	Grounds Maintenance Services	Est. Qty	Unit	Unit Price	Total Price
2001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 105.86 acres, mowed 36 times = Est. 3,810.96 acres mowed.)	3,810.96	Acre	\$ _____	\$ _____
2002	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. 105.86 acres, trimmed 36 times = Est. 3,810.96 acres trimmed.)	3,810.96	Acre	\$ _____	\$ _____
2003	Mow and string trim all unimproved native turf areas. (Est. 9.87 acres, mowed 9 times = Est. 88.83 acres mowed and trimmed)	88.83	Acre	\$ _____	\$ _____
2004	Trim headstones and edge 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. 31,600 upright headstones and 5,600 flat markers, trimmed/edged 36 times = Est. 1,339,200 headstones and markers)	1,339,200	Headstone or Marker	\$ _____	\$ _____
2005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 48,000 linear feet, edged 12 times = Est. 576,000 linear feet edged.)	576,000	Linear Feet	\$ _____	\$ _____
2006	Pre-Emergent Herbicide Applications (Est. 105.86 acres, applied 2 times = 211.72 acres treated.). See Table 3.5	211.72	Acre	\$ _____	\$ _____
2007	Post-Emergent Herbicide Applications (Est. 105.86 acres, applied 3 times = 317.58 acres treated.). See Table 3.5	317.58	Acre	\$ _____	\$ _____
2008	Fertilizer Applications. Free flowing, granular, 21-7-14 with 50% slow release nitrogen (SCU), with micronutrients. (Est. 105.86 acres, applied 3 times = 317.58 acres treated.) . See Table 3.6	317.58	Acre	\$ _____	\$ _____
			Option Year 2 Total:		\$ _____

Option Year 3: October 1, 2018 thru September 30, 2019					
CLIN	Grounds Maintenance Services	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
3001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 108.26 acres, mowed 36 times = Est. 3,897.36 acres mowed.)	3,897.36	Acre	\$ _____	\$ _____
3002	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. 108.26 acres, trimmed 36 times = Est. 3,897.36 acres trimmed.)	3,897.36	Acre	\$ _____	\$ _____
3003	Mow and string trim all unimproved native turf areas. (Est. 7.47 acres, mowed 9 times = Est. 67.23 acres mowed and trimmed)	67.23	Acre	\$ _____	\$ _____
3004	Trim headstones and edge 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. 33,500 upright headstones and 6,000 flat markers, trimmed/edged 36 times = Est. 1,422,000 headstones and markers)	1,422,000	Headstone or Marker	\$ _____	\$ _____
3005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 48,000 linear feet, edged 12 times = Est. 576,000 linear feet edged.)	576,000	Linear Feet	\$ _____	\$ _____
3006	Pre-Emergent Herbicide Applications (Est. 108.26 acres, applied 2 times = 216.52 acres treated.). See Table 3.5	216.52	Acre	\$ _____	\$ _____
3007	Post-Emergent Herbicide Applications (Est. 108.26 acres, applied 3 times = 324.78 acres treated.). See Table 3.5	324.78	Acre	\$ _____	\$ _____
3008	Fertilizer Applications. Free flowing, granular, 21-7-14 with 50% slow release nitrogen (SCU), with micronutrients. (Est. 108.26 acres, applied 3 times = 324.78 acres treated.) . See Table 3.6	324.78	Acre	\$ _____	\$ _____
				Option Year 3 Total:	\$ _____

<u>Option Year 4: October 1, 2019 thru September 30, 2020</u>					
CLIN	Grounds Maintenance Services	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
4001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 108.26 acres, mowed 36 times = Est. 3,897.36 acres mowed.)	3,897.36	Acre	\$ _____	\$ _____
4002	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. 108.26 acres, trimmed 36 times = Est. 3,897.36 acres trimmed.)	3,897.36	Acre	\$ _____	\$ _____
4003	Mow and string trim all unimproved native turf areas. (Est. 7.47 acres, mowed 9 times = Est. 67.23 acres mowed and trimmed)	67.23	Acre	\$ _____	\$ _____
4004	Trim headstones and edge 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. 35,500 upright headstones and 6,400 flat markers, trimmed/edged 36 times = Est. 1,508,400 headstones and markers)	1,508,400	Headstone or Marker	\$ _____	\$ _____
4005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 48,000 linear feet, edged 12 times = Est. 576,000 linear feet edged.)	576,000	Linear Feet	\$ _____	\$ _____
4006	Pre-Emergent Herbicide Applications (Est. 108.26 acres, applied 2 times = 216.52 acres treated.). See Table 3.5	216.52	Acre	\$ _____	\$ _____
4007	Post-Emergent Herbicide Applications (Est. 108.26 acres, applied 3 times = 324.78 acres treated.). See Table 3.5	324.78	Acre	\$ _____	\$ _____
4008	Fertilizer Applications. Free flowing, granular, 21-7-14 with 50% slow release nitrogen (SCU), with micronutrients. (Est. 108.26 acres, applied 3 times = 324.78 acres treated.) . See Table 3.6	324.78	Acre	\$ _____	\$ _____
				Option Year 4 Total :	\$ _____

PRICE SUMMARY TOTALS

		<u>Total Cost</u>
	Base Year – Date of Award - 9/30/16:	\$ _____
	Option Year 1 – 10/1/16 – 9/30/17:	\$ _____
	Option Year 2 – 10/1/17 – 9/30/18:	\$ _____
Option Year 3 - 10/1/18 – 9/30/19:		\$ _____
Option Year 4 - 10/1/19 – 9/30/20:		\$ _____
Grand Total (Base + all Option Years):		\$ _____

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

Offerors shall enter unit price 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 offered price and the total of the CLINs will be recomputed accordingly.

Offerors shall enter the Total Price 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

- 1.1. This is a performance-based contract for cemetery grounds maintenance services at Dallas-Fort Worth National Cemetery, Dallas, Texas and hereafter referred to as DFW or "Cemetery." The overall responsibility of the Contractor is to perform grounds maintenance to include plan, coordinate, organize, manage, and perform the activities of mowing and trimming; trimming around headstones, edging around flat markers; curb/sidewalk edging; weed control; providing fertilizer; and associated services described herein required to maintain a healthy and aesthetic appearance of the Cemetery grounds. The Cemetery is located at 2000 Mountain Creek Parkway, Dallas, Texas, 75211.
- 1.2. This Performance Work Statement describes the basic objectives of the Dallas-Fort Worth 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 "Services Delivery Summary" contained in Attachment 1.

1.3. The National Cemetery Administration Mission.

- 1.3.1. 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.

1.4. Background.

- 1.4.1. 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.
- 1.4.2. 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.

2. DESCRIPTION OF CONTRACT OBJECTIVES

- 2.1. The Contractor shall furnish all labor, supervision, professional expertise, vehicles, tools, equipment, materials, and services necessary to ensure that grounds maintenance is performed in a manner that shall meet or exceed the requirements to maintain healthy turf grass and that presents a clean, neat, professional and aesthetic grounds appearance throughout the Cemetery. The Contractor's performance will be based on the Contracting Officer's (CO) and Contracting Officer's Representative (COR) evaluation and of the results required by the Service Delivery Summary (SDS) and not the method of performance. It is at the Contractor's discretion to determine the methods to attain the level of service at the best value. The evaluation of results will be based on COR performance assessment, tenant satisfaction, and customer complaints. Final results of the evaluations will be the determining factor for the success or failure of this contract. The Contractor shall comply with applicable federal, regional, state, local laws, and commercial standards.
 - 2.2. Services include, but are not limited to, mowing, trimming (features and headstones), edging (features and flat markers), weed control, providing fertilizer, removal of trash (generated by the Contractor), as well as sweeping or blowing off grass from sidewalks, roads and headstones. Scheduling of services shall be coordinated with the 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.
 - 2.3. The Contractor shall be responsible for full management of the facility's grounds 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 Services Delivery Summary (SDS).
- 2.4. Contract Objectives.**
- 2.4.1. To use an innovative and creative technical approach to manage the Cemetery grounds maintenance operation at the Dallas-Fort Worth 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.
 - 2.4.2. 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.
 - 2.4.3. 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.

3. DESCRIPTION OF SERVICES:

3.1. Improved Grounds Mowing. The Contractor shall mow all Improved Grounds to look well-manicured, with a neat and professional appearance at all times. Improved Grounds are visually prominent and medium visual impact areas requiring more frequent maintenance, such as burial areas, high visibility specialty areas, and non-burial areas (see Attachment 6, *Definitions*). All Improved Grounds shall be maintained in the same manner as a high quality residential lawn under contract from a professional lawn maintenance service. This generally requires a complete mow/trim cycle every week during the growing season (April through September). Mowed areas shall be uniform in appearance, free of skips, gaps, scalping, rutting, bruising, and uneven and rough cutting.

- 3.1.1. The Contractor shall maintain grass height at a height within one (1) inch (+/-) of that which is professionally recommended for the recommended grass type for the Dallas-Fort Worth geographic region and as directed by the COR. Optimally, the height should be no more than one-half an inch ($\frac{1}{2}$ ") above the recommended range for the type of turf at the Cemetery as directed by the COR. The typical acceptable height ranges between 1 and 3 inches; however, the COR, with input from the Memorial Service Network (MSN) Agronomist, may direct the Contractor on the particular height to mow at any given time depending on weather conditions.
- 3.1.2. The Contractor shall be required to pick up, collect and dispose of debris and trash (see Attachment 6, *Definitions*), natural and manmade, prior to and after mowing/trimming any area.
- 3.1.3. The Contractor shall identify, move and replace all floral or commemorative items to their original locations as necessary while performing mowing/trimming services.
- 3.1.4. The Contractor shall keep all headstones, flat markers, monuments, roadways, walkways (inside and out), flagpole bases, public visitor areas including at the Committal Shelter, or other non-turf areas free of clipping or edging deposits. Clippings shall be mechanically blown or swept 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. At no time is freshly mowed grass to be blown onto headstones
- 3.1.5. The Contractor shall immediately remove and dispose of, or mulch clearly visible clumps of grass clippings on top of the turf to prevent the appearance of windrows.
- 3.1.6. The Contractor shall use commercial grade rear-discharge mowers or commercial grade mowers with mulching decks only. The Contractor shall use properly maintained and adjusted cutting equipment to prevent streaks or irregularities, uneven cutting, plowing, or gouging of the soil. Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. Riding mowers may be used if they are not operated within two (2) inches of markers, monuments, tree trunks or other vertical surfaces.
- 3.1.7. 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.

- 3.1.8. The Contractor shall hand mow new seed/sod areas (present at all newly buried gravesites, second interment gravesites, and repaired gravesite locations) until they are fully established to the point where they will not be damaged by riding mowers.
- 3.1.9. The Contractor shall be familiar with and utilize different mowing patterns and shall change direction, change patterns, and vary mower wheel width patterns 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.
- 3.1.10. 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.
- 3.2. Trimming.** The Contractor shall trim grass and vegetation around vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment to match surrounding area grass height within Improved Grounds. Streaks or irregularities, uneven cutting, plowing, or gouging of the soil is unacceptable. The vertical surfaces to be trimmed include headstones, flat markers, section markers, monuments, trees, planting beds, shrubs, buildings, curbs/curbing, fences, walls, poles, signs, fire hydrants, parking lot bumper blocks, boulders, utility/valve boxes and covers.
 - 3.2.1. The Contractor shall trim turfgrass surrounding headstones and flat markers to its recommended height for the type of turf at the Dallas-Fort Worth National Cemetery after each mowing cycle.
 - 3.2.2. The Contractor shall trim all areas concurrent with mowing. Trimming operations of all non-mowed turf areas shall be considered a part of mowing. The Contractor shall mow first, followed by trimming.
 - 3.2.3. The Contractor shall remove or mulch grass clippings when visible after trimming, before leaving work area.
 - 3.2.4. The Contractor shall exercise caution to avoid contact with headstones, markers, monuments, building walls, trees, shrubs, flowers, any other desirable plant materials or any other structure than can be damaged by contact with the trimming device’s cutting instrument.
 - 3.2.5. The Contractor shall use commercial grade power trimmers and power edgers to trim grass from around headstones, flat markers, monuments, and section markers. The Contractor shall use trimmers with a plastic blade attachment to cleanly trim edges around all headstones and flat markers, monuments, and section markers or as otherwise approved by the COR.
- 3.3. Feature Edging.** The Contractor shall blade edge all streets, curbs, walkways, tree wells, permanent building/structure lines, and planting beds. 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.

3.4. Flat Marker Blade Edging. 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" to 2" deep and the width of the cut shall not exceed ½". There shall be a clean and neat vertical edge left around each flat marker. No metal blades shall be used to edge around flat markers. The Contractor shall exercise caution not to chip flat markers with blades. Flat markers are grouped together in the same burial sections.

3.5. Weed Control. The Contractor shall control broadleaf and grassy weeds through execution of a weed control program appropriate for the area, in accordance with NCA Handbook 3410, *Integrated Pest Management Procedures for VA National Cemeteries*, and current federal, state, and local regulations. The Contractor shall comply with all applicable parts of 29 Code of Federal Regulations (CFR) 1910, *Labor, Occupational Safety and Health Standards*; 29 CFR 1925, *Labor, Safety and Health Standards for Federal Service Contracts*; 40 CFR 150-189, *Protection of Environment, Pesticide Program*; and 49 CFR 171, *Transportation, General Information, Regulations, and Definitions*.

3.5.1. The Contractor shall control weeds through broad and selective applications of herbicide. The herbicide program, in general, shall consist of two (2) pre-emergent herbicide applications and three (3) post-emergent herbicide applications per contract year. The table below serves as a guideline for when the herbicide applications shall be made:

Table 3.5. 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.

3.5.2. The Contractor shall be responsible for repeat, follow-up, and/or spot spray herbicide applications between scheduled sprays, which are deemed necessary by the COR due to an ineffective application, in order 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.

- 3.5.3. 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.
- 3.5.4. 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 Texas State Department of Agriculture.
- 3.5.5. 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.
- 3.5.6. 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.
- 3.5.7. The Contractor shall always mix and apply herbicide so as to provide optimum control of target weeds, according to label directions.
- 3.5.8. 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 and the Safety Data Sheet (SDS) 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.
- 3.5.9. 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:
 - 3.5.9.1. The name of the company and the names and titles of the company's staff that performed the application.
 - 3.5.9.2. All areas treated on that particular day of application.
 - 3.5.9.3. The chemicals used on that particular day of application.
 - 3.5.9.4. The temperature during the time of application, and the average wind speed during the time of application.
- 3.5.10. All Contractor personnel shall be properly clothed and wearing proper safety equipment during any and all applications.

- 3.5.11. All mixing of chemicals and filling of tanks shall be performed off-site or only in appropriate area(s) of the Cemetery as determined by the COR.
- 3.5.12. Performance of work shall not impede nor disturb any burial or memorial service, or burial operation at any time. Work shall not take place within 1,000 feet of a committal shelter during a service, or during a ceremony in the Cemetery.
- 3.5.13. The Contractor shall coordinate with the COR any watering requirements to activate chemicals, as needed. The Cemetery will schedule and perform this watering requirement.
- 3.6. **Fertilization Program.** The fertilizer program shall consist of three applications per year according to the following schedule:

Table 3.6. General Schedule for Fertilizer Applications

Fertilizer 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.
Fertilizer Application #2	Summer – upon order and approval of the COR – usually in the May-June time period.
Fertilizer Application #3	Fall – upon order and approval of the COR – usually in the August-September time period.

- 3.6.1. 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 Dallas-Fort Worth NC 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.
- 3.6.2. 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.
- 3.6.3. 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 of N (nitrogen) per 1000 square feet per year.
- 3.6.4. The fertilizer application equipment shall be correctly calibrated and the application made to achieve a uniform distribution of the fertilizer throughout the application area.
- 3.6.5. The Contractor shall ensure that the fertilizer is properly watered in by coordinating the watering schedule with the COR.
- 3.6.6. 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 shall aid in avoiding staining of surfaces.
- 3.6.7. 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.

3.6.8. 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.

4. **SERVICE DELIVERY SUMMARY (SDS).** The contract service requirements are summarized in performance objectives that relate directly to requirements. The performance threshold briefly describes the minimally acceptable levels of service required for each requirement. The SDS and the Contractor's Quality Control Plan provide information on contract requirements, the expected level of Contractor performance and the expected method of government validation and confirmation of services provided. These thresholds are critical to mission success. During the initial 30 days of the contract, two additional errors on each performance objective shall be allowed in an effort to identify normal "phase-in" problems.

4.1. **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.

4.1.1. 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.

4.1.2. 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.

4.1.3. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:

4.1.3.1. 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.

4.1.3.2. 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.

4.1.3.3. Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.

4.1.3.4. 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.

4.1.3.5. On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.

- 4.1.3.6. 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.
- 4.1.3.7. 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.

4.2. 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.

- 4.2.1. 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.
- 4.2.2. 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).

4.3. Supervision.

- 4.3.1. Contractor Superintendent: The Contractor shall provide a competent and experienced supervisor who speaks and writes fluent English on site for at least four (4) hours a day whenever work is being performed, other than trash and debris pick-up.
- 4.3.2. 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.
- 4.3.3. 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.
- 4.3.4. 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 Contracting 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.

- 4.3.5. 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.

4.4. Inspection and Cleaning of Work Areas.

- 4.4.1. The Contractor shall perform a weekly inspection. During this inspection the appearance of the work areas 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.
- 4.4.2. 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 "Work Summary and Progress Report", Attachment 3)

4.5. Reporting and Record Keeping.

- 4.5.1. 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.
- 4.5.2. 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.
- 4.5.3. 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.
- 4.5.4. 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.

- 4.5.5. 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.
- 4.5.6. 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.
- 4.5.7. **SUBMITTALS** - The Contractor shall submit the following documents or information in accordance with the table below.

Table 4.5. Submittal Schedule

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	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	Upon chemical delivery
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

4.6. Performance Evaluation Meeting.

- 4.6.1. The issuance of a Contract Discrepancy Report (CDR) found at Attachment 4 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).
- 4.6.2. 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.

4.7. Actions.

- 4.7.1. 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.
- 4.7.2. 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.
- 4.7.3. 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.
- 4.7.4. 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".
- 4.7.5. 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

C.1 DIGNITY STANDARDS

1. Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledge the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.
 - a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
 - b. No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.
 - c. Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e. Bobcat[®]) or similar machine to extract the headstone from the socket. When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two, wood 4X4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.
 - d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
 - e. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.
2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.
3. The contractor is required to discuss the guidance with this contractor employees and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

C.2 SBA ACT 8(d)(13)(B)

(B) NOTICE.—

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

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

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(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.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

C.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA ALTERNATE I (JUL 1995)	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED	MAY 2008

52.228-16	ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION FILL IN: 100, 100, 10 days	NOV 2006
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
52.247-34	F.O.B. DESTINATION	NOV 1991

C.5 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.6 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 date of contract award through contract expiration date.

(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.7 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 **\$100.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$127,000.00**;

(2) Any order for a combination of items in excess of the contract annual amount; 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.8 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 date of contract expiration.

(End of Clause)

C.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of contract expiration.

(End of Clause)

C.10 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 of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.11 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall

contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

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

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

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

(End of Clause)

C.12 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

(c) Automobile liability: **\$200,00.00** per person; **\$500,00.00** per occurrence and **\$200,00.00** property damage.

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

(End of Clause)

C.13 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **September 30, 2016**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30, 2016**, 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.14 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.15 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.16 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.17 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

C.18 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 Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

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

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

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

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

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

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

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

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

(End of Clause)

C.19 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 **Texas**. 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)

C.20 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

(End of Addendum to 52.212-4)

C.21 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2015)

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

(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) [Reserved]

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

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) 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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 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)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (34) 52.222-54, Employment Eligibility Verification (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.)

☐ (35)(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.)

☐ (36)(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.

☐ (37)(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.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(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.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☒ (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(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.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

- ☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☐ (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☒ (51) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - ☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
 - ☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - ☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). Wage Grade 3, \$14.01
 - ☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-- Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - ☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 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 (OCT 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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

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

(ix) 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.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 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).

(xiii) 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).

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

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 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).

(xvii) 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.

(xviii) 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 - SERVICES DELIVERY SUMMARY (SDS)

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).

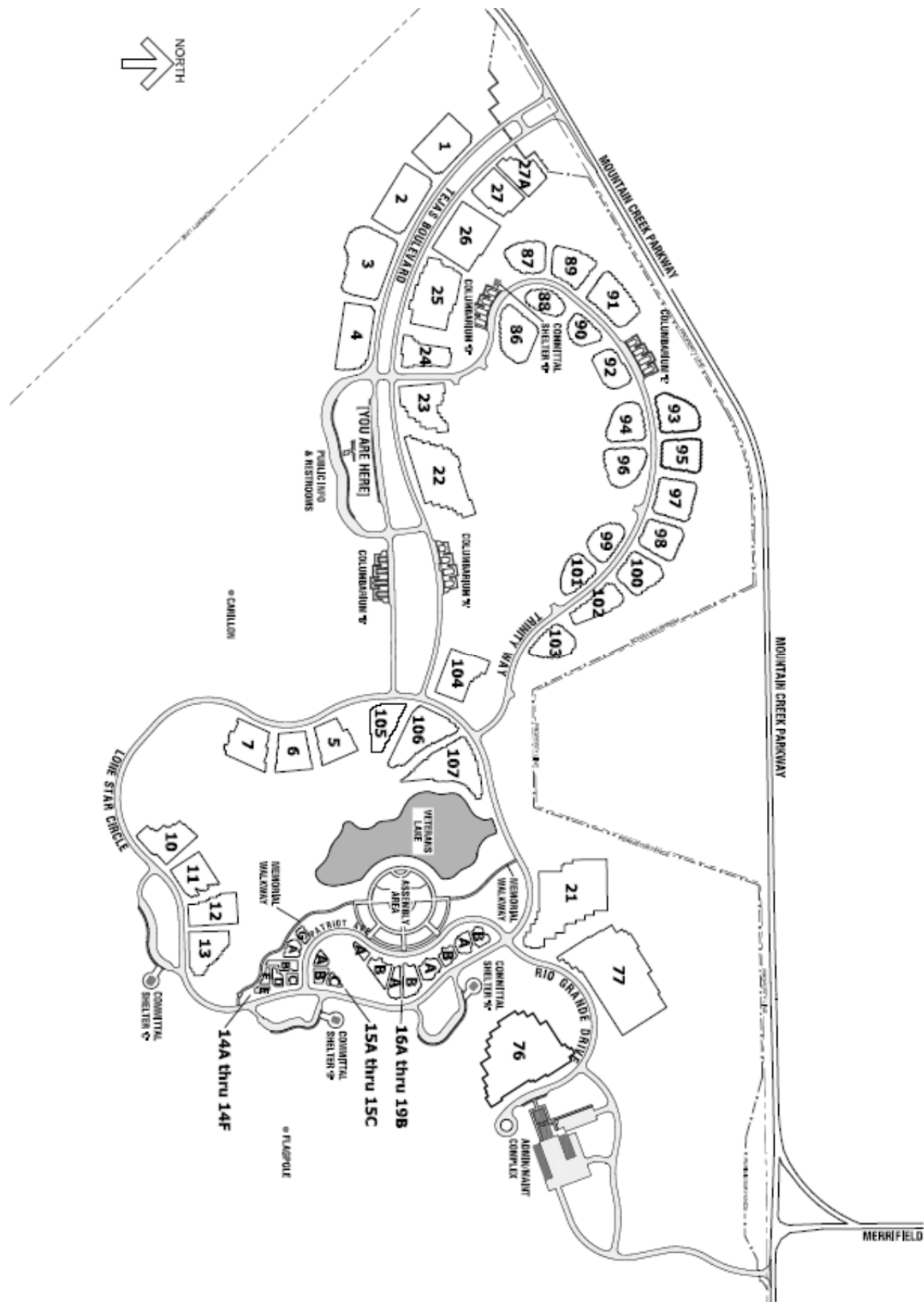
3. The criteria for acceptable and unacceptable performance are as follows:

- 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 acceptable 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:

Performance Objective	PWS REF	Minimum Acceptable Level, MAL (Performance Standard)	Method of Assessment	Remedy
1) Mowing of Turfgrass	Para 3.1	95% of the turfgrass area is maintained to the following requirements: Turf is maintained within one inch (1") of the recommended mowing height.	Periodic surveillance and verified customer complaints	Re-performance within 1 work day of notification. Document performance in CPARS.
2) Trimming of Headstones, Trimming/Edging of Flat Markers, and other vertical surfaces within gravesite sections.	Para 3.2 and Para 3.4	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.	Periodic surveillance and verified customer complaints	Re-performance within 1 work day of notification. Document performance in CPARS.
3) Trimming of all other areas inaccessible to lawn mowers	Para 3.2	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.	Periodic surveillance and verified customer complaints	Re-performance within 1 work day of notification. Document performance in CPARS.
4) Blade Edging of Curbs and Sidewalks	Para 3.3	98% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.	Periodic surveillance and verified customer complaints	Re-performance within 2 work days of notification. Document performance in CPARS.
5) Pre and Post Emergent Herbicide Applications	Para 3.5	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.	100% inspection	Repeat, follow-up, and/or spot spray herbicide applications, as needed within 2 work days of notification. Document performance in CPARS.
6) Fertilizer Applications	Para 3.6	Proper fertilizer is applied at the appropriate rate and in a manner that achieves uniform coverage throughout the area of application.	100% Inspection	Re-performance within 2 work days of notification. Document performance in CPARS.
7) Trash Cleanup and Disposal	General Conditions Para 8	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.	Periodic surveillance and verified customer complaints	Document performance in CPARS.

8) Report Submittals	Para 4.5; Table 4.5	Turns in all required submittals 95% of the time.	Quality assurance reviews	Document performance in CPARS.
9) Safety Maintained during operations	General Conditions Para 3	No accidents or incidents due to Contractor's failure to take safety precautions.	Random quality inspections	Document performance in CPARS.

ATTACHMENT 2 - CEMETERY MAPS

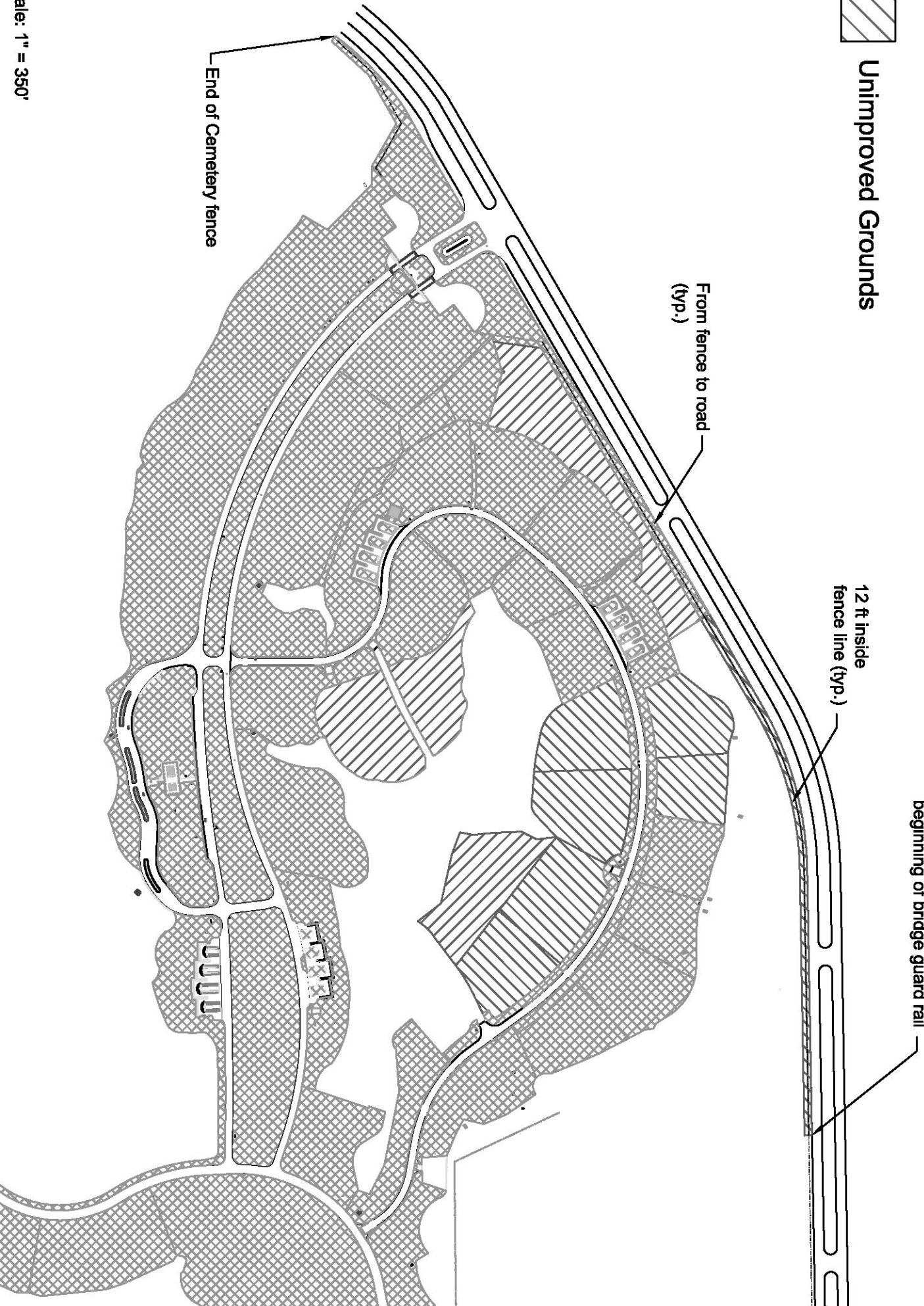




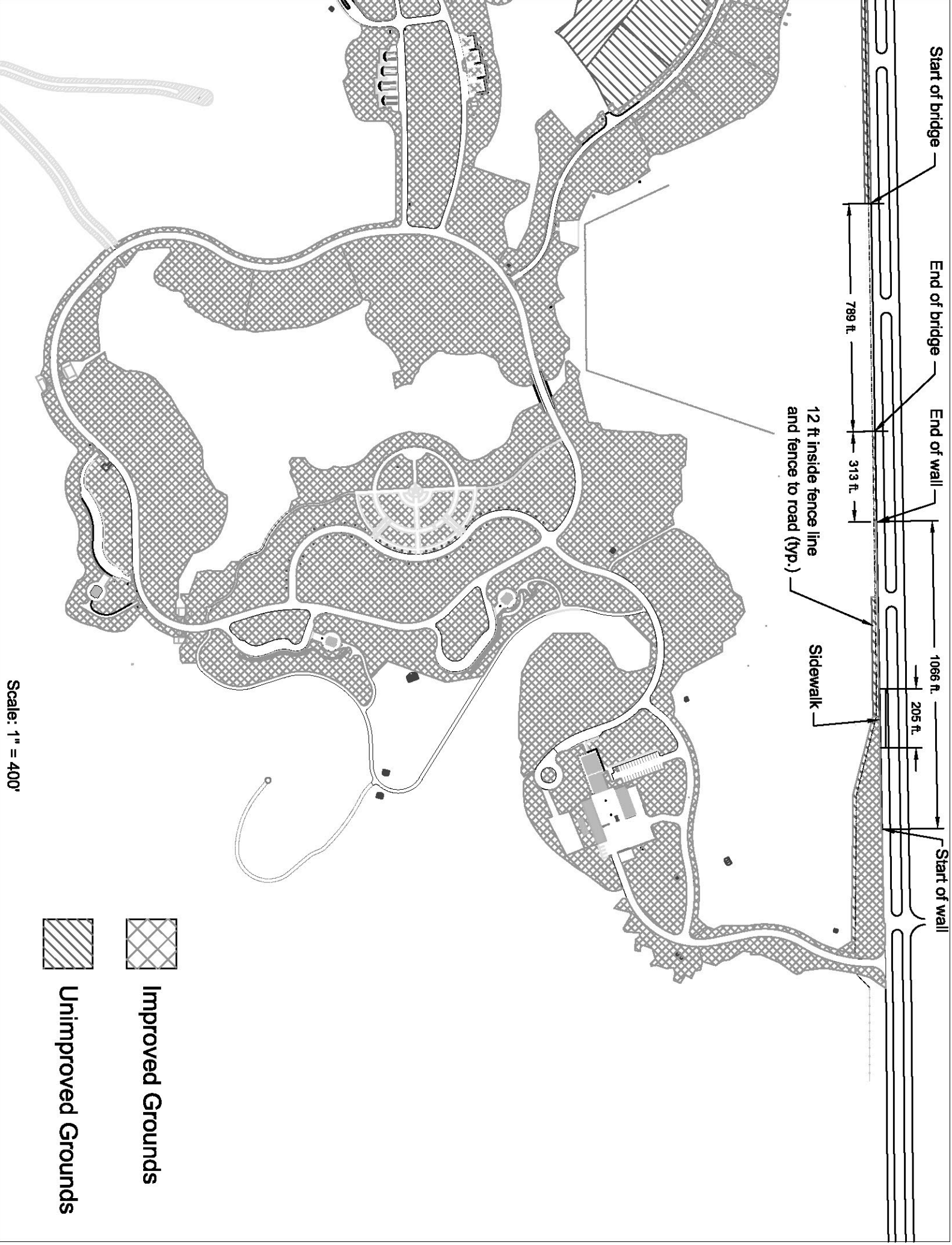
Improved Grounds



Unimproved Grounds



Scale: 1" = 350'



ATTACHMENT 3 – WORK SUMMARY

WORK SUMMARY & PROGRESS REPORT		Period Covered:	From:	To:
Cemetery Location: Dallas-Fort Worth 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> <p>1. Within a reasonable time after the defect was discovered or should have been discovered; and</p> <p>2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</p>				
WORK COMPLETED & SUBMITTED FOR ACCEPTANCE (This form is not to be used as an Invoice)				
1	Mowing of Improved Turf Areas	Quantity / Unit	Acres	
		Date Completed:		
2	String Trimming of all features within Improved Turf Areas throughout Cemetery (including removal and disposal of grass clippings, trash, and debris)	Quantity / Unit	Acres	
		Date Completed:		
3	Mowing and Trimming of Unimproved Turf Areas	Quantity / Unit	Acres	
		Date Completed:		
4	Trimming of Upright Headstones & Edging of Flat Markers	Quantity / Unit	# of HS	
		Date Completed:		
5	Blade Edging of Curbs and Sidewalks	Quantity / Unit	Linear Feet	
		Date Completed:		
6	Pre- or Post-Emergent Herbicide Applications	Quantity / Unit	Acres	
		Date Completed:		
7	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
<p><i>Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.</i></p>				

ATTACHMENT 4 – 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.) <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>				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.) <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.) <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>				
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 5 - GENERAL CONDITIONS

DALLAS-FORT WORTH 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, or theft 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.
- 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 any time 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. Contractor mowing, trimming and edging operations shall not damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc.
- d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. Protection of Existing Utilities: Contractor shall be responsible for damages to utilities, above and below ground.
- i. 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.

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.

13. 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.

14. 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.

15. 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.

16. 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 interment, and a minimum of three (3) days before any ceremonial events.

17. 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.

18. 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.

19. 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 6 - DEFINITIONS

IMPROVED TURF AREAS

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 and cortege area; (2) Public Information Center; (3) Flag Pole and/or assembly area(s); (4) public gathering areas; (5) Committal Shelter(s); (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.

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 in scope would be the material found within the trash receptacles located throughout the Cemetery grounds.

GENERALLY WEED FREE: The population of weeds is very widely scattered and visually insignificant when the total expanse of the Cemetery turfgrass is observed. The weeds in no way distract from the visual attractiveness of the landscape.

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.

ATTACHMENT 7 - QUALITY ASSURANCE SURVEILLANCE PLAN

DALLAS-FORT WORTH 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.

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.

- b. Perform monthly reviews of the Contractor's reports and records to ensure they adequately reflect the proper schedules.
 - c. Review changes as well as initial and annual equipment inventories.
 - d. 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 ten (10) calendar days of receipt of the signed minutes. Meeting minutes will be maintained in the COR contract file.
 - e. 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:		Dallas-Fort Worth National Cemetery		Contractor:	
Project Title:		Grounds Maintenance		Contract No:	
CLIN	DESCRIPTION OF SERVICES PROVIDED	SECTIONS OR AREAS INSPECTED	DATE OF INSP.	STATUS	
				SAT	UNSAT*
001	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.				
002	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.				

003	MOW AND TRIM NATIVE GRASS IN UNIMPROVED AREAS				
	1. Native grass in unimproved 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. All mowing around trees has been accomplished in a manner that prevents a "ringing pattern" around the tree and damage to turf.				
	4. All mowing equipment has been cleaned before unloading or mowing at the cemetery, cutting height is correct, and all cutting blades are sharp.				
004	STRING TRIM HEADSTONES AND EDGE FLAT MARKERS				
	1. All upright headstones have been properly trimmed and flat markers edged 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. Edging for flat markers does not exceed ½" in width and is 1" to 2" in depth. Cut is neat, clean and vertical.				
	4. Contactor has not damaged any upright headstones and flat markers Areas have been mowed first, followed by the trimming operation.				
005	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.				
006 & 007	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.				
	4. A written list of all herbicides, mixes, and related surfactants or other chemicals, along with the quantities and application rate prior to any and all applications being performed has been provided to the COR. Copies the labels for any and all herbicides and other chemicals or surfactants, prior to any application being performed has been provided to the COR.				
	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.				
008	FERTILIZER APPLICATIONS: (Check application below that applies to this report) <input type="checkbox"/> Fertilizer Application #1 - Spring <input type="checkbox"/> Fertilizer Application #2 - Summer <input type="checkbox"/> Fertilizer Application #3 - Fall				
	1. The application date and time has been coordinated with the COR, in writing, within three business days of receiving the order. Fertilizer has been watered in.				
	2. The fertilizer application has been applied according to manufacturer's instructions. All label directions on the bag or container of have been followed.				
	3. A written list of all fertilizers, along with the quantities and application rate prior to any and all applications being performed has been provided to the COR. Copies the labels for any and all fertilizers and other chemicals, prior to any application being performed has been provided to the COR.				
	4. 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.				
	5. 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 including the material found within the trash receptacles located throughout the Cemetery grounds has been collected and disposed of.				
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 submit 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. the visitor's experience.				
3. Contractor personnel are dressed appropriately				
Report Continued on Following Page				

NCA Quality Assurance Report (QAR) (Cont'd)			
Cemetery:		Contractor:	
Project Title:		Contract No:	
<p align="center">*CONTRACT DISCREPANCIES:</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 - WD 05-2509 Rev 17.

ATTACHMENT A - PASTPERFORMANCEQUESTIONNAIRE.

ATTACHMENT B - VENDOR GUIDE

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(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 \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Proposal Package Requirements: Offerors shall submit their proposal package via the Vendor Portal, the Vendor Portal Guide is provided as an attachment. The proposal package **shall** contain the following:

- SF-1449 with completed blocks 17a & 30(a, b & c) and Acknowledgement of all Amendments. An authorized official of the firm shall sign the Standard Form 1449 (SF 1449) and any Amendments. An Acrobat PDF file shall be created to capture the signatures for submission.
- Complete the Contract Administration Data, Section B.1, paragraph 1a.
- Complete, Section B Price Schedule for all items in the Schedule of Prices. Offerors shall agree to hold firm their pricing for 90 days.
- **FAR 52.222-43 Statement of Compliance: Offerors shall provide a statement acknowledging its understanding and compliance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards– Price Adjustment (Multiple Year and Option Contracts). In accordance with FAR 52.222-43, subparagraph (b), Offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. Wage and fringe benefit rates used for the base performance period will be used in establishing pricing for all periods of performance in the option years. In accordance with the referenced clause, the contractor may be entitled to an adjustment in contract price only when a new SCA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.**
- Past Performance Questionnaires. Offeror shall complete the top portion of the form and forward to the client for completion. The client shall forward the completed form to the contracting officer via email: anne.ditch@va.gov. The Offeror is responsible for ensuring the completed Questionnaires are received by the Contracting Officer by the deadline for receipt of proposals established on page 1 of the SF 1449, block 8.
- Technical proposal (see addendum to FAR Clause 52.212-2 “Evaluation – Commercial Items”).
- Completed FAR Provision 52.212-3 “Certifications and Representations”, indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov> and submit the appropriate information according to the first paragraph within the clause.
- **Statement of Compliance: Offerors shall provide a statement acknowledging its understanding of FAR part 19 as it relates to SDVOSB performance requirements in service contracts, FAR 52.219-16, and VAAR clause 852.219-10. The statement shall include the percentage of work to be performed by the prime and the percentage of work to be performed by any and all sub-contractors. If the Offeror is self-performing a statement indicated so shall be included.**
- Required Licenses, Certifications, Insurance, Resumes, etc.
- **Offerors shall include a statement indicating their ability to obtain bonding.**
- **Offerors proposing Teaming/Joint Venture Agreements: If an offeror is submitting an offer as a joint venture, that joint venture shall submit its offer as a separate legal entity which must be verified in VA’s VIP database at the time of offer and award to be considered for award.**

All responsible vendors must be registered in the System for Award Management (SAM) and Active/Verified as an SDVOSB in the VETBIZ database, at time of proposal submission and thru Award.

BONDING: The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The Experian comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract. Reference FAR 52.228-16 Performance and Payment Bonds – Other than construction.

See table below to summarize how to submit a proposal. PDF, XLS, AND DOC are acceptable formats for submission of proposals. No JPEG, TIFF or PNG files will be accepted.

Volume	Factor	Title and format	Page Limitations
Volume I	Factor 1: Technical Proposal	Tech.doc/pdf	20 pages
Volume II	Factor 2: Past Performance Questionnaires (PPQ)	Past Perf.doc/pdf	6 page narrative for Prime and 6 pages each Sub (if any).
Volume III	Price Schedule	Price.xls/pdf/doc	No Limits
Volume IV	SF-1449, Amendments, Certifications., Licenses, OSHA certs, Bond Statement, Insurance, Statements of Compliance, Resumes, Agreements, etc.	ReqDocs.doc/pdf	No Limits

All questions pertaining to this solicitation shall be submitted via email to anne.ditch@va.gov by the deadline for questions on page 1, block 20 of the SF 1449. A response to questions submitted in response to the RFP will be provided and posted on the Federal Business Opportunity (FEDBIZOPPS) website. Questions and answers will not be handled via phone and no questions will be accepted after the deadline for submission of questions.

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

E.2 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(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
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014

E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. 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.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 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.

(iii) 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.

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

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

(End of Provision)

E.5 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.6 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 FAPIIS 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.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:

Contracting Officer
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)

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)

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.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 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Technical, Past Performance, and Price

Technical and past performance, when combined, are more important than price.

- (1) The Government intends to make a single award to the Offeror whose offer represents the best value. Best value as defined in Federal Acquisition Regulation (FAR) Part 2, is *the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.*
- (2) The Government will use a best value tradeoff evaluation process based upon a comprehensive assessment of the evaluation factors to select the offer with best value. The Government will evaluate the approach presented by each Offeror in meeting the solicitation requirements and goals based on the information contained in the Offeror's proposal. Failure to comply with the terms and conditions of the solicitation as well as proposal submission requirements and instructions may result in the Offeror's proposal being removed from consideration for award.
- (3) The Government will use best value analysis to determine whether the technical superiority of the offer warrants the additional cost. The Government will select the offer with best value, which may not be the lowest price or the best non-price solution. Award may be made to other than lowest price Offeror, if the Government determines that a price premium is warranted due to merits of one or more of the factors.

(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)

ADDENDUM TO FAR 52.212-2

The Government intends to award without discussions however; the Government retains the right to hold discussions if deemed necessary. Offerors are urged to ensure that their proposal is submitted on the most favorable terms, since less than their best potential could result in exclusion of the proposal from further consideration. Assurances of technical capability without a clear demonstration to support the claim may adversely influence the evaluation of the proposal.

Evaluation Process: A Responsibility Determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors. 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.

Proposals will be evaluated based on the following factors, as shown below:

FACTOR 1: TECHNICAL

- **Approach:** Offerors shall describe the methodology to be implemented to accomplish the requirements of the PWS and detail how the proposed approach will effectively achieve each performance objective. A statement, such as, “the Offeror will abide by all contract requirements” is not acceptable for determining technical acceptability.
- **Schedule:** Offerors shall provide a proposed weekly grounds maintenance schedule broken down by specific burial sections per day to accomplish all weekly work items and an annual schedule to accomplish the remainder of the work items. Offeror shall specify how allowances have been made for weather delays, holidays and burial services.
- **Prime Responsible Firm:** Offerors shall list the prime responsible firm and individuals. Offerors shall include in their technical proposal a narrative describing the firm’s experience performing grounds maintenance services for cemeteries and/or state for federal facilities. The offeror shall also include the number of years they have been in business, their business size, insurance documents and copies of current certifications and applicable licenses needed to perform the contract.
- **Key Personnel:** Offerors shall list the technical and/or managerial qualifications of the key personnel for both the prime and subcontractors, including their proposed titles and to which tasks they will be assigned on this particular effort. The key personnel shall include (at a minimum) the on-site supervisor(s)/foremen and the Project Manager; include other team members, as appropriate. Key personnel are construed to include those individuals who will provide technical advice and guidance to contractor personnel, or who will serve as a liaison between the contractor and Cemetery staff, including the Contracting Officer’s Representative(s) (COR). Demonstrated qualifications and experience for each individual should be included in the form of a resume, not to exceed two pages in length for each of the individuals identified.
- **Subcontracting:** Offerors shall provide a list of all proposed subcontractors and individuals proposed as consultants, including telephone number, address, and name of contact. Subcontractors shall be listed with their roles and responsibilities and tasks they will perform. If the subcontractor will hold the applicable certifications and licenses, include current copies of those.
- **Staffing Plan:** Offerors shall propose a staffing plan with any subcontracting (inclusive of labor mix). Offeror shall indicate 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. Offerors shall justify and explain why the range of proposed staff is appropriate and sufficient to successfully perform the services within the given proposed schedule. The Offeror shall include a discussion of how his/her personnel are allocated per task, how the Offeror plans to retain the proposed staffing levels, information on turnover rates and related recruiting efforts.
- **Equipment List:** Offerors shall provide an equipment list to include the make, model and age of each piece of equipment necessary to complete each task. This list shall include any equipment being provided by a proposed subcontractor.

The Factor will be evaluated as an overall factor with no sub factors. The standard is met when the offeror's technical proposal demonstrates:

- The Offeror possesses a clear understanding of current industry standards, policies, procedures, and processes utilized in accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the PWS.
- The schedule accounts for all aspects of the scope, is logical in its progression through the Cemetery, and is realistic and feasible given daily operations and delays which occur at the Cemetery.
- The Offeror's business, subcontractors, and proposed key personnel possess experience, ability, and are qualified to successfully perform grounds maintenance services of this size and scope.
- The Offeror provides sound justification that the proposed staffing levels and capabilities (labor quantities/man hours) are appropriate to successfully perform required services within the work week and the proposed staffing plan accounts for contingencies to ensure a stable work force to meet the performance requirements of the PWS throughout the life of the contract.
- The equipment list has appropriate quantities, types, and diversity of equipment needed to meet performance requirements of the PWS in all conditions.

FACTOR 2: PAST PERFORMANCE

Offeror shall provide no more than three, recent (within the last 5 years), and relevant Past Performance Questionnaires. Past Performance should be relevant in size, scope, and complexity. The form (**with top portion completed**) shall be submitted as a part of Volume II (Past Performance). Past performance will be evaluated for quality, timeliness (i.e. recent), problem resolution, business relations, customer service and relevance (i.e. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the Offeror's past performance will be evaluated **neither favorably nor unfavorably**.

PRICE

The Government will make a determination of fair and reasonable price in accordance with the Federal Acquisition Regulations (FAR) Part 15.404-1 Proposal Analysis Techniques. The Government retains the right to use the standard means test and standard deviation to assess too high or too low price proposals. Pricing may be compared against the Government Cost Estimate (GCE) or against the average mean of the offers received.

E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (NOV 2015)

The 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 (p) 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.

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

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

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

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

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

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

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

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

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"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 electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products

as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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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

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) Common parent.

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

[] Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that--

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

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

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

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

(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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of Provision)