

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF <b>1 of 147</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER  VA786-16-R-0090	
6. SOLICITATION ISSUE DATE  02/17/2016		7. FOR SOLICITATION INFORMATION CALL:  a. NAME Iris Chen, iris.chen1@va.gov		b. TELEPHONE NO. (No Collect Calls) (215) 381-3787 x 4635		8. OFFER DUE DATE/LOCAL TIME 03/14/2016@2PM	
9. ISSUED BY Department of Veterans Affairs National Cemetery Administration NCA Contracting Service (41D3A) 75 Barrett Heights Rd Stafford VA 22556				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 812220 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$20.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO Baltimore National Cemetery 5501 Frederick Avenue Baltimore, MD 21228			
16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration NCA Contracting Service (41D3A) 75 Barrett Heights Rd Stafford VA 22556				17a. CONTRACTOR/OFFEROR Baltimore National Cemetery 5501 Frederick Avenue Baltimore, MD 21228			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Electronic Invoicing  http://www.tungsten-network.com/customer-campaigns/veterans-affairs/  FAX:				19. TELEPHONE NO. _____ DUNS: _____			
20. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				21. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		Shrine Project - Concrete Headstone Grid Sysytem, Raise and realign and turf renovation. See Schedule of Prices - Pages 9-15  DUNS # _____ TAX ID # _____ Email: _____ Phone: _____  <b>Submit Proposal via VA eCMS Vendor Portal website at https://www.vendorportal.ecms.va.gov Set-Aside 100% to Service Disabled Veteran Owned Small Business</b>  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Iris Chen		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00786  
Department of Veterans Affairs  
National Cemetery Administration  
NCA Contracting Service  
Memorial Service Network I  
5000 Wissahickon Ave  
Philadelphia, PA 19144

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

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

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

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

**4. GOVERNMENT INVOICE ADDRESS:**

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

**5. SOLICITATIONS:** Proposals for furnishing the supplies or services in the Schedule will be received at <https://www.vendorportal.ecms.va.gov>. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

**The pre-award questions period ends at 1:00PM EDT on 03/08/2016. The due date for proposals remains 03/14/2016 at 2pm EDT. Please submit questions to Iris Chen [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) Responses to all questions received by this date will be posted on FedBizOpps within two (2) business days following 03/08/2016. No questions will be answered by phone calls and no questions will be accepted after that date.**

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR PROVISION 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH b and follow additional instruction to offeror under E.10 PRIOR TO THE TIME SPECIFIED IN BLOCK 8 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD AND THE INFORMATION SHALL BE FORWARDED TO THE ADDRESS IN BLOCK 9.

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

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

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

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

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

reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

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

**NOTE:** if for some reason you want to edit your submission in vendors portal, you must resubmit all documents again. Adding a document might delete the previous submittal.

**5. The proposal package should contain the following:**

- SF-1449 with completed blocks 17a and 30(a, b & c) and fill in the DUNS , Tax I.D. and Email on this page (above).
- Acknowledgement of any Amendments...this page (above).
- Price Proposal for all items in the Schedule of Prices.
- Past Performance Questionnaire. **Fill out and return within 2 days of Proposal Package submission.** (see Attachment).
- Technical proposal (see FAR Clause 52.212-2 "Evaluation – Commercial Items", addendum to 52.212-2 on and additional instruction to offerors.
- Completed FAR Provision 52.212-3 "Certifications and Representations" and indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.
- Required Licenses, Bonding, Insurance, Resumes, etc.

**Please upload all as one file except the tech proposal, which should be separate, and email past performance form completed as instructed under the evaluation provision.**

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

The Government reserves the right to request performance and payment bonding as a condition for contract award.

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

All questions pertaining to this solicitation shall be submitted via email to [Iris Chen](mailto:Iris.Chen1@va.gov) [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) no later than 03/08/2016 at 1:00 PM EDT. Responses to all questions received by this date will be posted on FedBizOpps within two (2) business days following 03/08/2016. No questions will be answered by phone calls and no questions will be accepted after that date.

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

**8. ACQUISITION: Total (100%) Service Disabled Veteran Owned Small Business Set-Aside:** This is a solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.3. The contract will be awarded by Government to furnish those services as stated in the SOW.

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

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

**9. TYPE OF CONTRACT:** This is a fixed-price requirement contract in accordance with FAR 52.216-1 Type of Contract. Furnishing those services as stated in the SOW involve non-personal services

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

**11. CONTRACT TERMS:** The term of this contract shall be for a period from Date of Award through 24 month from date of award. Contractor shall submit an invoice at the end of each month. Delivery of all items under this contract is FOB Destination and is subject to inspection and acceptance by a VA Contracting Officer's Representatives (COR).

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

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

**14. SITE VISIT:** Offerors are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after contract award. All prospective offeror's are expected to visit the Baltimore National Cemetery, 5501 Frederick Ave. Baltimore, MD 21228 for a tour of the grounds. **Prospective offerors shall contact Baltimore National Cemetery, to schedule their visit prior to submitting offers.**

**Kimberly Brockman Cemetery Director..... (410) 644-9696**

**James Hargrave, Cemetery Caretaker..... (410)-644-9696**

**Mike Lecza, COR ..... (410)-644-9696**

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

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

**17. FEDERAL HOLIDAYS:**

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

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

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

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

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



## B.2 Price/Cost Schedule

**PRICE SCHEDULE:** Contractor shall furnish all equipment, parts, materials, labor and supervision necessary to (i) furnish / install reinforced concrete Headstone Grid Support System, (ii) Raise, Lower, Realign, Reset & Backfill standard Upright Marble Headstones onto new Headstone Grid Support System, (iii) fabricate and install permanent control markers (iv) clean upright headstones, and (v) renovate turf with sod at the Baltimore National Cemetery, 5501 Frederick Ave. Baltimore, MD 21228. Term of the contract shall be twenty four (24) months from date of award. The Contractor shall complete all work within 730 **calendar days (24 months)** after receipt of Notice of Award, subject to all terms, conditions, provisions, and schedules of the contract.

**SITE VISIT:** Visits to the site by Bidders may be made only by appointment with the COR or authorized designee of the BALTIMORE NATIONAL CEMETERY. Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. (See **Attachment "A" - Map of Baltimore National Cemetery**).

**VERIFICATION OF ACREAGE & HEADSTONE COUNT:** To insure accuracy of bids, it is the Contractor's responsibility to verify the estimated quantities indicated in the Schedule by onsite inspection and measurement. Any discrepancies in the estimated quantity of headstones or square footage indicated in the Schedule shall be addressed and resolved prior to contract award. In no event shall failure to inspect the site constitute grounds for a claim after contract award. To conduct a site visit, YOU MUST CONTACT one of the following cemetery personnel to make arrangements:

**Kimberly Brockman Cemetery Director**..... (410) 644-9696  
**James Hargrave, Cemetery Caretaker**..... (410)-644-9696  
 Mike Lecza, COR ..... (410)-644-9696  
**Facsimile #** ..... (410)- 644-1563

**ALL INCLUSIVE PRICING:** Unit costs indicated in the Price Schedule for Raise, Lower, Realign, Reset & Backfill standard Upright Marble Headstones are **"All-Inclusive"** for services offered. It is agreed and understood that the unit cost per upright headstone includes all materials, supplies, equipment, labor, and transportation necessary for or incident to the provision of services as set forth herein.

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	<b>Baltimore National Cemetery: Service</b> – Hand digging of inspection pit to determine if cremains or casketed remains need to be re-positioned before digging of trench to install concrete support system. The size of the inspection pit will be dug twenty four (24) inches wide from the centerline of the headstone into the gravesite, by twenty four (24) inches long, by 3'-4" deep. <u>Sections: R, A, O, DSS, C, 2C &amp; E.</u>	5,383	EA	\$ _____	\$ _____
*0002	<b>Baltimore National Cemetery Construction</b> – Furnish and Install Reinforced Concrete Headstone Grid System. <u>Sections: R, A, O, DSS, C, 2C &amp; E.</u>	1	Job	\$ _____	\$ _____

0003	<b>Baltimore National Cemetery / Service –</b> Raise, Lower, Realign, Reset & Backfill Standard Upright Marble Headstones onto Concrete Marker Grid Support System. <u>Cemetery Sections: R, A, O, DSS, C, 2C &amp; E.</u>	5,383	Ea.	\$ _____	\$ _____
0004	<b>Baltimore National Cemetery Service –</b> Fabricate and Install twenty (25) Permanent Control Markers. <u>Cemetery</u> <u>Sections: R, A, O, DSS, C, 2C &amp; E.</u> Control mark monuments of 100 mm (4") minimum round concrete should extend below the frost line with 10 mm x 75 mm (3/8"x 3") minimum copper pin in the center. Install plumb 100 mm (4") above finished grade. Indicate top elevation.	25	Ea.	\$ _____	\$ _____
0005	<b>Baltimore National Cemetery Service -</b> Clean Standard Upright Marble Headstones w / D2 Biological Solution. <u>Cemetery</u> <u>Sections: R, A, O, DSS, C, 2C &amp; E.</u>	5,383	Ea.	\$ _____	\$ _____
0006	<b>Baltimore National Cemetery Service -</b> Renovate & Replace Existing Cemetery Turf With Sod. <u>Cemetery Sections: R, A, O, DSS,</u> <u>C, 2C &amp; E.</u>	269,150	SF	\$ _____	\$ _____
0007	<b>Baltimore National Cemetery Service –</b> Project Related Dead Tree Removal. Tree removal to be provided on an "As-Needed / As-Requested" basis.	20	HR	\$ _____	\$ _____
<b>GRAND TOTAL ESTIMATED PRICE:</b>					\$ _____
<b>BOND PRICE (DO NOT BUY THE BOND, JUST PROVIDE A PRICE ESTIMATE)</b>					\$ _____

**Note: \*Because part of the work on ITEM 0002 contains a requirement for Reinforced Concrete Headstone Grid System, the Davis Bacon Wage Rate is applicable only to this portion of ITEM 0002. Service Wage rate is applicable for all other items.**

**PRICE SCHEDULE – ADD ALTERNATES:**

In addition to above Base Project - the contractor shall provide pricing for below Add Alternate #s 1, 2 and 3. The Government reserves the right to award or not award any or all Add Alternate items (in part or in entirety). Should the Government determine to exercise any of these Alternates; the VA Contracting Officer will issue a modification to the contract incorporating the additional work.

**Add Alternate #1**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
A001	<b>Baltimore National Cemetery: Service –</b> Hand digging of inspection pit to determine if cremains or casketed remains need to be re-positioned before digging of trench to install concrete support system. The size of the inspection pit will be dug twelve (12) inches wide from the centerline of the headstone into the gravesite, by twelve (12) inches long, by 3'-4" deep. <u>Section: B</u>	1,097	EA	\$_____	\$_____
*A002	<b>Baltimore National Cemetery Construction</b> – Furnish and Install Reinforced Concrete Headstone Grid System. <u>Section: B</u>	1	Job	\$_____	\$_____
A003	<b>Baltimore National Cemetery / Service –</b> Raise, Lower, Realign, Reset & Backfill Standard Upright Marble Headstones onto Concrete Marker Grid Support System. <u>Cemetery Section: B</u>	1,097	Ea.	\$_____	\$_____
A004	<b>Baltimore National Cemetery Service –</b> Fabricate and Install five (5) Permanent Control Markers. <u>Cemetery Section: B</u> <u>Control</u> mark monuments of 100 mm (4") minimum round concrete should extend below the frost line with 10 mm x 75 mm (3/8"x 3") minimum copper pin in the center. Install plumb 100 mm (4") above finished grade. Indicate top elevation.	5	Ea.	\$_____	\$_____

A005	<b>Baltimore National Cemetery Service -</b> Clean Standard Upright Marble Headstones w / D2 Biological Solution. <u>Cemetery</u> <u>Section: B</u>	1,097	Ea.	\$ _____	\$ _____
A006	<b>Baltimore National Cemetery Service -</b> Renovate & Replace Existing Cemetery Turf With Sod. <u>Cemetery Section: B</u>	50,950	SF	\$ _____	\$ _____
A007	<b>Baltimore National Cemetery Service -</b> Project Related Dead Tree Removal. Tree removal to be provided on an "As-Needed / As-Requested" basis.	6	HR	\$ _____	\$ _____
<b>GRAND TOTAL ESTIMATED PRICE:</b>					\$ _____

**Add Alternate #2**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
B001	<b>Baltimore National Cemetery: Service –</b> Hand digging of inspection pit to determine if cremains or casketed remains need to be re-positioned before digging of trench to install concrete support system. The size of the inspection pit will be dug twelve (12) inches wide from the centerline of the headstone into the gravesite, by twelve (12) inches long, by 3'-4" deep. <u>Section: G</u>	2,410	EA	\$ _____	\$ _____
*B002	<b>Baltimore National Cemetery Construction</b> – Furnish and Install Reinforced Concrete Headstone Grid System. <u>Section: G</u>	1	Job	\$ _____	\$ _____
B003	<b>Baltimore National Cemetery / Service –</b> Raise, Lower, Realign, Reset & Backfill Standard Upright Marble Headstones onto Concrete Marker Grid Support System. <u>Cemetery Section: G</u>	2,410	Ea.	\$ _____	\$ _____

B004	<b>Baltimore National Cemetery Service –</b> Fabricate and Install five (5) Permanent Control Markers. <u>Cemetery Section: G</u> Control mark monuments of 100 mm (4") minimum round concrete should extend below the frost line with 10 mm x 75 mm (3/8"x 3") minimum copper pin in the center. Install plumb 100 mm (4") above finished grade. Indicate top elevation.	5	Ea.	\$ _____	\$ _____
B005	<b>Baltimore National Cemetery Service -</b> Clean Standard Upright Marble Headstones w / D2 Biological Solution. <u>Cemetery Section: G</u>	2,410	Ea.	\$ _____	\$ _____
B006	<b>Baltimore National Cemetery Service -</b> Renovate & Replace Existing Cemetery Turf With Sod. <u>Cemetery Section: G</u>	120,500	SF	\$ _____	\$ _____
B007	<b>Baltimore National Cemetery Service -</b> Project Related Dead Tree Removal. Tree removal to be provided on an "As-Needed / As-Requested" basis.	6	HR	\$ _____	\$ _____
<b>GRAND TOTAL ESTIMATED PRICE:</b>					\$ _____

**Add Alternate #3**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
C001	<b>Baltimore National Cemetery: Service –</b> Hand digging of inspection pit to determine if cremains or casketed remains need to be re-positioned before digging of trench to install concrete support system. The size of the inspection pit will be dug twelve (12) inches wide from the centerline of the headstone into the gravesite, by twelve (12) inches long, by 3'-4" deep. <u>Section: D</u>	3,324	EA	\$ _____	\$ _____

*C002	<b>Baltimore National Cemetery Construction</b> – Furnish and Install Reinforced Concrete Headstone Grid System. <u>Section: D</u>	1	Job	\$ _____	\$ _____
C003	<b>Baltimore National Cemetery / Service</b> – Raise, Lower, Realign, Reset & Backfill Standard Upright Marble Headstones onto Concrete Marker Grid Support System. <u>Cemetery Section: D</u>	3,324	Ea.	\$ _____	\$ _____
C004	<b>Baltimore National Cemetery Service</b> – Fabricate and Install five (5) Permanent Control Markers. <u>Cemetery Section: D</u> Control mark monuments of 100 mm (4") minimum round concrete should extend below the frost line with 10 mm x 75 mm (3/8"x 3") minimum copper pin in the center. Install plumb 100 mm (4") above finished grade. Indicate top elevation.	5	Ea.	\$ _____	\$ _____
C005	<b>Baltimore National Cemetery Service</b> - Clean Standard Upright Marble Headstones w / D2 Biological Solution. <u>Cemetery Section: D</u>	3,324	Ea.	\$ _____	\$ _____
C006	<b>Baltimore National Cemetery Service</b> - Renovate & Replace Existing Cemetery Turf With Sod. <u>Cemetery Section: D</u>	166,200	SF	\$ _____	\$ _____
C007	<b>Baltimore National Cemetery Service</b> - Project Related Dead Tree Removal. Tree removal to be provided on an "As-Needed / As-Requested" basis.	6	HR	\$ _____	\$ _____
<b>GRAND TOTAL ESTIMATED PRICE:</b>					\$ _____

**Note: \*Because part of the work on ITEM A002, B002, and C002 contains a requirement for Reinforced Concrete Headstone Grid System, the Davis Bacon Wage Rate is applicable only to this portion on all add alternate.**

**Service Wage rate is applicable for all other items.**

**NOTES:**

**Water & Irrigation Requirements:** It is estimated that by completion of the project, there will be a total of 269,150 square feet of new turf established with sod by the Contractor. **The Contractor is required to begin providing water to the sod immediately upon installation and will continue to apply water to the sod / soil bed to keep the sod moist for a period of sixty (60) days to insure that the sod has adequately rooted into the soil bed and become established. For instance, if section R has sod laid on September 1st then the Contractor is responsible to supply enough water to the sod / soil bed for a period of 60 days or until November 1st to keep the sod moist to help insure strong root growth and a healthy, vigorously growing stand of turf. The Contractor shall be sure to monitor local rainfall amounts and temperatures to determine the proper amount of water needed to keep the sod healthy and will be sure not to overwater.**

**Removal of Excess Soil From Cemetery:** Any and all excess soil that is accumulated during the excavation and digging for the installation of the headstone support system will be removed from the cemetery by the Contractor and disposed of accordingly at Contractors expense. No excess soil is to be left or stored on cemetery property. Please see attachment G (Earthwork & Headstones), sections 3.7 (Disposal of unsuitable and excess excavated material) & 3.8 (Clean up).

**Acceptability:** A re-established turf area is “acceptable” when (i) the Contractor’s clearly evidences compliance, without exception, in meeting contract requirements set forth in Attachment – K (Surface Renovation & Turf Grass Re-Establishment), and (ii) 90% turf grass coverage is established, generally free of bare areas and broadleaf / grassy weeds to the complete satisfaction of the COR and NAD Regional Agronomist.

**Acceptance of Re-established Turf Area(s):** Acceptance is defined as the point in time which the Government takes back control & physical possession of the re-established turf area(s). The Government has the right either to reject or to require correction when the re-established turf area is not in conformity with contract requirements. Acceptance (in part or whole) shall be in writing.

**(End of Price Schedule)**

## B.3 DESCRIPTION/SPEC

### SPECIFICATIONS/WORK STATEMENT

#### 1.1 BACKGROUND / NCA MISSION

The National Cemetery Administration honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation. National cemeteries are national shrines. The standards of maintenance, appearance and operational procedures performed by the Contractor at this cemetery shall reflect this nation's concern for those interned there. For this reason, the Contractor's strict adherence to the specifications shall be required and shall be essential. The Contractor shall demonstrate a clear understanding of, and the sensitivity to, environmental issues during the performance of the contract.

#### NCA DIGNITY CLAUSE

**"Every action by Contractor personnel at a National Cemetery must be performed with 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.

#### 1.2 SCOPE

(a) Contractor shall furnish all equipment, parts, materials, labor and supervision necessary to:

- (i) Furnish / install below grade, reinforced concrete, Headstone Grid Support System
- (ii) Raise, Lower, Realign, Reset & Backfill standard Upright Marble Headstones onto new Headstone Grid Support System
- (iii) Raise, Lower, Realign, Reset & Backfill Upright Marble Headstones (standard raise / realignment).
- (iv) Fabricate and install permanent control markers.
- (v) Clean upright headstones, and
- (vi) Renovate / re-establish turf with sod at the Baltimore National Cemetery, 5501 Frederick Avenue, Baltimore, MD. 21228.

(b) All work shall be performed during the normal business hours of the Baltimore National Cemetery, (between the hours of 8:00 am to 4:30 pm, local time, Monday thru Friday, excluding Federal holidays). The aforementioned is intended to briefly describe the services involved. All services described in the Work Statement, including all attachments, specifications, schedules, addenda, clauses, terms and conditions of the contract shall form the complete scope of work.



**1.3 DESIGNATED CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

- (a) VA Points of Contact: Mike Carcanague, NAD Supervisory Engineer and Rico Silveti, NAD Engineer is Technical COR and can be reached at 215-381-3787. The alternate COR authorized to observe work progress will be determined by the Cemetery Director at time of project award. The COR is NOT the Technical COR.
- (b) If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the VA Police Office in the absence of the COR or his designee. The VA Police will then contact the COR or take appropriate action.

**1.4 CEMETERY LOCATION:** Work will be performed at: BALTIMORE NATIONAL CEMETERY, 5501 Frederick Ave. Baltimore, MD 21228. Phone: (410) 644-9696, FAX: (410) 644-1563.**1.5 BURIAL SECTION DATA :**

Burial Section	Total Number of Headstones	Burial Section Square Footage
R	890	44,500
A	1,182	59,100
O	694	34,700
DSS	24	1,200
C	131	6,550
2C	329	16,450
E	2,133	106,650
<b>Total</b>	<b>5,383</b>	<b>269,150</b>

**Respect for Headstones and Markers in National Cemeteries****Handling of Markers and Headstones**

- 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.
  - 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.

## 1.6 SUMMARY OF WORK (General Requirements)

- (a) The Contractor shall provide all personnel, management, supplies, transportation, equipment and supervision necessary to perform and complete all work to construct a below grade, reinforced concrete Headstone Grid Support System that includes, but not limited to: clearing and grubbing vegetation, excavation and backfill, headstone identification tagging, existing concrete demolition and disposal, headstone removal, monolithic formed and reinforced concrete foundation and headstone socket (Attachments M.1 & M.2), headstone re-installation with crushed gravel / limestone, headstone cleaning, turf and restoration work. The awarded contractor shall cover a period from **date of award** through 24 months (730 ) **calendar days from start through finish after Notice of award Notice of Award has been issued**. Performance shall be in accordance with the requirements, conditions, terms and representations contained in this solicitation.

- (b) One of the most important considerations in erecting or emplacing a headstone or marker is that of precision in alignment. Much of the beauty that exists or should exist in a national cemetery is the direct result of perfectly aligned headstones and markers. It only takes one headstone or marker out of alignment to spoil the appearance of an entire row, and thereby, the appearance of the entire section. The appearance of the finished work shall be gravesite section(s) that shall be contoured grass landscape, with headstones set in a concrete footing system and the headstones aligned with each other in the vertical, horizontal, lateral and diagonal directions within the tolerances specified herein. It shall be critical that existing conditions are surveyed and contours adjusted as necessary and approved by the COR to produce such an appearance. Failure to achieve this finished work will be basis for accepting or not accepting the finished work.
- (c) All work to complete a single gravesite and the immediate surrounding turf in accordance with the drawings and specifications. Immediate surrounding turf is that turf that begins at the gravesite and runs up to the adjoining gravesites, section boundaries, fences, curbs, sidewalks, garden or tree lines and as further defined on the drawings. Awards will be made based on entire "Row or "Rows"" of gravesites. A single "Row" of gravesites is defined as an array of continuous gravesites that begins and ends at the limits of a single section. The number of actual gravesites in each row may and does vary.

## 1.7 CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS

- (a) The Contractor shall obtain all necessary licenses and/or permits required to perform this work. The contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor shall be responsible for any injury to themselves or their employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by themselves or their employees' fault or negligence.
- (b) Any negligence on the part 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.
- (c) The Contractor shall maintain workmen's compensation, personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the State of Maryland. Evidence of coverage shall be required before commencing work under this contract (copy of Certificate of Insurance), and it will not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

## 1.8 CONTRACTOR DUTIES

- (a) Contractor Superintendent: A competent and experienced English speaking Contractor Superintendent shall be provided by the Contractor for not less than six (6) hours a day whenever work is being performed - other than trash and debris pick-up. In the absence of the Superintendent, the Contractor shall appoint a crew foreman also English speaking or an employee who shall be responsible to insure that the work shall be accomplished in an expeditious manner, shall be performed in accordance with the contract specifications and that the work shall progress without undue delay. The Contractor Superintendent shall have not less than three (3) years experience as a direct supervisor of a commercial service operation that included surveying, soil excavation, and site construction in industrial, commercial or public sites. The Contractor Superintendent shall ensure all specifications shall be met, and ensure that contract work does not conflict with ceremonies and funerals; and ensure that employees shall be adequately supervised and proper conduct is maintained.

- (b) Work Hours: Work shall be performed between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except for Holidays, unless otherwise directed by the COR. At Contractor request and with the written permission of the COR, work shall also be permitted to be scheduled for weekends and/or Holidays. When emergency situations, that are caused by the Contractor or severe adverse weather prohibits work during the week, then he/she shall obtain approval from 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 project duration time frame. No work shall be permitted on Veterans Day and Memorial Day and the two days immediately prior to Memorial Day for preparation. Notwithstanding, if any work under this contract shall be performed outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday), then Contractor shall notify the COR at least 48 hours in advance.
- (c) Federal Holidays: Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a non-workday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday). The following is a list of all Federal holidays:

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King's Birthday</b>	<b>Columbus Day</b>
<b>President's Day</b>	<b>Veterans Day</b>
<b>Memorial Day</b>	<b>Thanksgiving Day</b>
<b>Fourth of July</b>	<b>Christmas Day</b>

*\*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees. Though other institutions such as state and local governments and private businesses may use other names, it is our policy to always refer to holidays by the names designated in the law.*

- (d) 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.
- (e) The Contractor shall be required to report on a daily basis to the Cemetery Director or COR at the main office of the Baltimore National Cemetery. Contractor shall log in and obtain funeral and/or special schedules as defined herein. This check in shall be mandatory. The contractor shall provide an anticipated work schedule on a daily basis or as agreed upon with the Cemetery Director or COR, and to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. The contractor shall document services performed and provide information to the COR as required during specific time frames. These daily meetings shall also be an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which shall vary, depending on the event. The site manager can thus assign tasks accordingly throughout the rest of the Cemetery - so that productive use of labor and equipment shall be assured, and downtime shall be avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR(s) will then assist in doing so. Daily meetings will be at an agreed upon time between the COR and the Contractor.

- (f) A list of scheduled ceremonies will be provided the week prior to the event, and a list of scheduled funerals will be provided daily. The Contractor 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 shall ask the COR(s). The Contractor shall meet with the COR or authorized designee, at the end of each day to determine work completed and ensure that work shall be on schedule.
- (g) 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 schedules needed to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work shall be behind schedule, he/she 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.
- (h) Where work conflicts with existing utility/service lines (above ground/below ground), the corresponding utilities company and the COR will be notified and the Contractor shall obtain any necessary permits/ blue prints and cooperate with the utilities company/cemetery staff to avoid any damage or liability, and provide a safe work environment for his/her employees. Contractor shall be responsible for damages to utilities, above and below ground.
- (i) The Contractor shall be responsible to ensure that 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.
- (j) Damage to Government property: The Contractor 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 and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer Representative (COR) prior to repair/replacement/installation.
- (k) The Contractor shall be responsible for cleaning cemetery structures, headstones, 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, and monuments at the end of each workday. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals shall be used at anytime on Government property. 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.
- (l) At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall be permitted to place his/her trash receptacle dumpsters in the COR approved "Contractor Staging Area".

- (m) 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. All open and unattended holes in the ground shall be covered with plywood and/or barricaded for pedestrian safety.
- (n) The Government will 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 will be provided by the COR(s). The Contractor shall be responsible for reporting to the COR(s) any problems or questions that shall arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather shall leave it to the COR(s) to resolve the issue.
- (o) The Contractor (including his or her employees, subcontractors, consultants or the like shall not operate trucks, tractors, and other heavy equipment on any turf area except as provided in this contract to perform work or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the government.

#### **1.9 WORK ENVIRONMENT:**

- (a) All work under this contract shall be performed primarily out doors and personnel performing these services shall be exposed to wind, 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 shall not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it shall be necessary to work throughout all weather conditions (unless highly extreme, causing equipment rutting and/or hazards, and dangerous to employees or public) and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government.
- (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.

#### **1.10 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.
- (b) 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. 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.
- (c) Contractor Staging Areas: Primary staging area shall be located on the cemetery road adjacent to the section(s) being renovated and a secondary staging area will be where approved by the COR. Contractor shall base operations out of these staging areas, using it for materials, equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc.

- (d) 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.
- (e) **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. Should it be necessary for the Contractor to hookup to Baltimore National Cemetery electrical distribution system it shall be approved by COR and the Contractor shall provide all necessary connections and complete connection work in accordance with NEC requirements, and at no cost to the Government.
- (f) **WATER:** Water shall 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 shall be responsible for making connections to this 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, at no cost to the Government.
- (i) If the Contractor gets his water from the cemetery or municipal (City of Baltimore) fire hydrants, this water is not free but rather will be billed to the Contractor based on the readings from a water meter that will be required to be attached to the hydrant to measure the amount of water used. It is the responsibility of the contractor to pay for all water used based on the monthly water bill received by the cemetery minus the water used by the cemetery. The charges to the Contractor shall be based on the amount that the city charges for water as the cemetery water is from a municipal water source.
- (ii) The Contractor is responsible for making connections to this water supply in accordance with regulations and shall install appropriate meter for monitoring usage. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained or dispersed.
- (iii) In the event of a State or Local Government mandate of a drought restriction, the Contractor shall follow all guidelines concerning watering restrictions of turf and newly seeded areas. If the Contractor does not follow the guidelines, he/she assumes the responsibility of paying any State or Local imposed fines.
- (g) The Contractor shall provide his/her own **REFUSE FACILITIES**, and these shall only be located in the COR approved **"Staging Area"**. **The Contractor shall not be authorized to place dumpsters or refuse facilities in any other location at the cemetery other than the approved staging area.** The contractor shall be required to 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(S). The Government will not provide receptacles for disposal of debris as a result of the services provided under this contract. In case of Hazardous Materials contractor shall be required to obtain required disposal permits from the State regulatory agency.
- (h) 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 shall not be permissible to locate portable toilet facilities in any other locations throughout the cemetery. The use of the permanent cemetery toilet facilities by workmen shall be strictly prohibited throughout the duration of this contract.
- (i) **IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS:** The Contractor's employees shall wear visible identification at all times while on the premises of the Cemetery. It shall be the responsibility of the Contractor to park in the appropriate designated parking areas. The Cemetery will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking shall be prohibited inside any buildings

at the Cemetery. Possession of weapons shall be prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations will result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

(j) ORIENTATION FOR CONTRACTOR EMPLOYEES:

1. The Contractor shall be responsible to ensure that Contractor employees coming to the work site shall receive complete information on each of these subjects;
  - (i) Fire and Safety,
  - (ii) Project Work Schedule,
  - (iii) Rules Pertaining To Workers,
  - (iv) General Parameter Job Related Issues,
  - (v) Disaster procedures,
  - (vi) All technical requirements of the project.
2. The Contractor shall be responsible to ensure Contractor employees providing work on this contract shall be fully trained and completely competent to perform the required work.

**1.11** CONTRACTOR CONDUCT: (Contractor personnel shall):

- (a) Shall be required to adhere to the following standards of dress, conduct, supervision and training while performing work on Government property. It will be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. Contractor management shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices.
- (b) Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, shall be prohibited. Uniforms shall be acceptable. The Contractor shall maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. If uniforms are used, they shall be in unison among all employees. The cemetery Director and the COR will be able to provide specific guidance.
- (c) The Contractor/personnel shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices shall be prohibited. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind shall be strictly prohibited.
- (d) Consume food and beverage only within areas designated by the COR(s). Intoxication, and violence or criminal acts of any kind will not be tolerated - and will be cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs shall be strictly prohibited, and use of tobacco products shall only be allowed in specific areas designated by the COR.
- (e) Contractor employees shall only take breaks/rest periods and lunch breaks at the Contractor Staging Area, not in the field. Workers shall utilize contractor provided temporary chemical toilet facilities located only in



the Contractor Staging Area. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

- (f) Worker parking: All Contractor employees shall park only in the COR approved Contractor Staging Area identified for this project. Workers shall not be 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.
- (g) The Contractor shall be responsible to ensure that his/her employees (including contractor's consultants, subcontractors, etc.) shall be 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.

#### 1.12 LABOR FORCE AND EQUIPMENT:

- (a) 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.
- (b) The Contractor shall use any additional resources necessary to meet or return to specified work requirements after special events and/or services.
- (c) The Contractor shall determine the number of employees and the amount and kinds of equipment needed during the period of performance.

#### 1.13 SAFETY:

- (a) Matters related to safety, and any actions of the Contractor, shall meet all safety requirements of Baltimore National Cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State. It shall be incumbent upon the Contractor to be familiar with these requirements.
- (b) "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Baltimore National Cemetery.

#### 1.14 THE GOVERNMENTS 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 shall be unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the cemetery grounds by the Contractor and COR will be scheduled to occur.
- (b) The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones.

#### 1.15 PHASING AND WORK SEQUENCING:

- (a) Phasing and Work Sequencing: All work shall be accomplished in a sequential manner, with work limited to no more than two (2) burial repair zones at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent burial section areas until such time that all work, including turf renovation, has been completed in the current burial section areas.

- (b) The Contractor shall submit a proposed "Project Work Schedule Sequence" to the COR for review and approval prior to start of project.

#### **1.16 HISTORIC PRESERVATION:**

Where the Contractor or any of the Contractor's employees, prior to, or during the services work, are 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.

#### **1.17 SPECIAL CONTRACT REQUIREMENTS:**

- (a) FIRE SAFETY: Applicable Publications: Publications listed below form part of this Article to the extent referenced. Publications are referenced in text by basic designations only.

- (i) American Society for Testing and Materials (ASTM)
- (ii) National Fire Protection Association (NFPA)
- (iii) 10-1998 Standard for Portable Fire Extinguishers
- (iv) 70-1999 National Electrical Code

- (b) Occupational Safety and Health Administration (OSHA)
  - (i) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
  - (ii) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1910. Prior to start of work, prepare a plan detailing service-specific fire safety measures, including periodic status reports and submit to COR for review.
  - (iii) 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.
  - (iv) Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet). Locate only in staging area where approved by COR.
  - (v) Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1910, NFPA 241 and NFPA 70. If temporary electrical shall be required, the contractor shall notify the COR prior to use of Temporary Electrical Services.
  - (vi) Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads.
  - (vii) Fire Extinguishers: Provide and maintain extinguishers in service areas and temporary storage areas in accordance with 29 CFR 1926, 29 CFR 1910, NFPA 241 and NFPA 10.
  - (viii) Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1910, NFPA 241 and NFPA 30.
  - (ix) Smoking: Smoking shall be prohibited except in designated smoking areas.

#### **1.18 OPERATIONS AND STORAGE AREAS:**

- (a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. 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. It shall be understood that the VA will not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which shall result from vandalism, theft etc. while on site.

- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities shall be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- (c) 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. 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 shall be 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.
- (d) Working space and space available for storing materials will be where approved by COR in the Contractor's "Staging Area".
- (e) Contractor personnel shall be subject to the rules of the Cemetery applicable to their conduct.
- (f) Execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of service materials, debris, standing service equipment and vehicles at all times.
- (g) Do not store materials and equipment in other than assigned areas.
- (h) Utilities Services:
  - (i) No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems shall be interrupted without prior approval of COR.
  - (ii) The contractor shall not interrupt irrigation to areas not "currently" being renovated. If necessary, the contractor shall cap off, run by-pass lines or manually irrigate as necessary, as to not affect areas not currently being renovated.
  - (iii) Contractor shall submit a request to interrupt any such services to COR, in writing, a minimum of 48 hours in advance of proposed interruption. Request shall include the reason, date, exact time of, and approximate duration of such interruption.
  - (iv) Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption shall cause least inconvenience to operations of Cemetery. Interruption time approved by COR shall be that time which occurs at other than Contractor's normal working hours.
- (i) To minimize interference of service activities with flow of Cemetery traffic, comply with the following:
  - (i) Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris and standing service equipment and vehicles. At least one lane shall be open to traffic at all times.
  - (ii) Coordination of work with COR or authorized designee: The burial activities at a National Cemetery will take precedence over service 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.

- (iii) Work noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period.

#### **1.19 INSPECTIONS AND SURVEYS:**

- (a) PROFESSIONAL SURVEYING SERVICES - A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall be used for layout control of work and to restore any grave section corner monuments that may be disturbed as a result of the Contractor's performance of the contract work.
- (b) Survey: Before any work shall be started, the Contractor shall make a thorough videotape survey with the COR of areas in which contract work occurs and areas of anticipated routes of access, etc., and provide a copy to the COR. This videotape shall include:
- (c) Existing conditions at site. Use a video camera to survey and document existing conditions prior to start of work. Contractor shall provide the video camera and tapes for this purpose. The Contractor shall turnover one copy of the completed survey videotape to COR prior to starting work.
- (d) Re-Survey: At the final inspection and acceptance the Contractor and COR together will make a thorough re-survey of the areas where contract work occurred. Re-survey report shall list any damages caused by Contractor's workmen in executing work of this contract.

#### **1.20 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:**

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which shall not be removed and which does 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 shall 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.
- (b) 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 shall be made known to or are 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 will have the necessary work performed and charge the cost to the Contractor.
- (c) Refer to Articles, "Inspections and Surveys", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.

#### **1.21 RESTORATION:**

- (a) Contractor shall remove, cut, alter, reinstall, 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 completed and that is found to be defective in any way, shall be reported to the COR before it shall be disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original service, except as otherwise shown or specified.

- (b) Upon completion of contract, deliver work complete and undamaged. Existing cemetery features (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.
- (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.
- (d) Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause containing reference "CHANGES" (FAR 52.212-4).
- (e) The Contractor shall be responsible for replacement of any headstones or marker, which is chipped, marred, or damaged at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the attention of the COR prior to replacement or reinstallation.

#### **1.22 LAYOUT OF WORK:**

- (a) The Contractor shall lay out the work and shall be responsible for all measurements in connection with the layout. Where burial section grid monumentation exists, it shall be utilized for all headstone row layout work, and contractor shall coordinate all associated field layout dimensions with COR prior to start of work.
- (b) The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades needed to accomplish the work and to ensure that grave markers shall be correctly and accurately located on their associated gravesites.
- (c) The Contractor shall also be responsible for maintaining and preserving all temporary and permanent stakes and other marks until authorized by the COR to remove them. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal will be authorized, the Contracting Officer will replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

#### **1.23 AS-BUILT DRAWINGS:**

Not Required.

#### **1.24 CONTRACTING OFFICER'S REPRESENTATIVE (COR):**

- (a) The COR responsibilities will include, but not be limited to surveillance of services required under this contract; determining the adequacy of Contractor performance according to the specifications of this contract; acting as the Government's representative; ensuring compliance with contract requirements insofar as the work will be concerned; and advising the CO of any contract issues.

- (b) The COR cannot authorize deviations from the specifications and requirements of this contract. In the event the Contractor deviates without approval from the CO, such deviation shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.
- (c) The COR designated for this proposed contract will be appointed in writing by the CO.

**1.25 DISPOSAL OF HAZARDOUS WASTE:**

The Contractor shall not dispose of any hazardous materials at any location on the cemetery premises except as specified and/or authorized by the COR.

**1.26 METRIC CONVERSIONS:**

- (a) Any measurements stated in this specification or in any documents associated with the proposed contract as normally used inch-pound units can be converted to metric units providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376.
- (b) Any measurements only given in inch-pound units are not meant to be restrictive. If the General Requirements require replacement of parts to be included as part of the contract and a product (part) is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request shall be made to the Contracting Officer to determine if the product will be acceptable.

**1.27 GENDER:**

For the purpose of equal rights, wherever the masculine gender will be used in this solicitation, and the resulting contract, it will be considered to include both masculine and feminine gender.

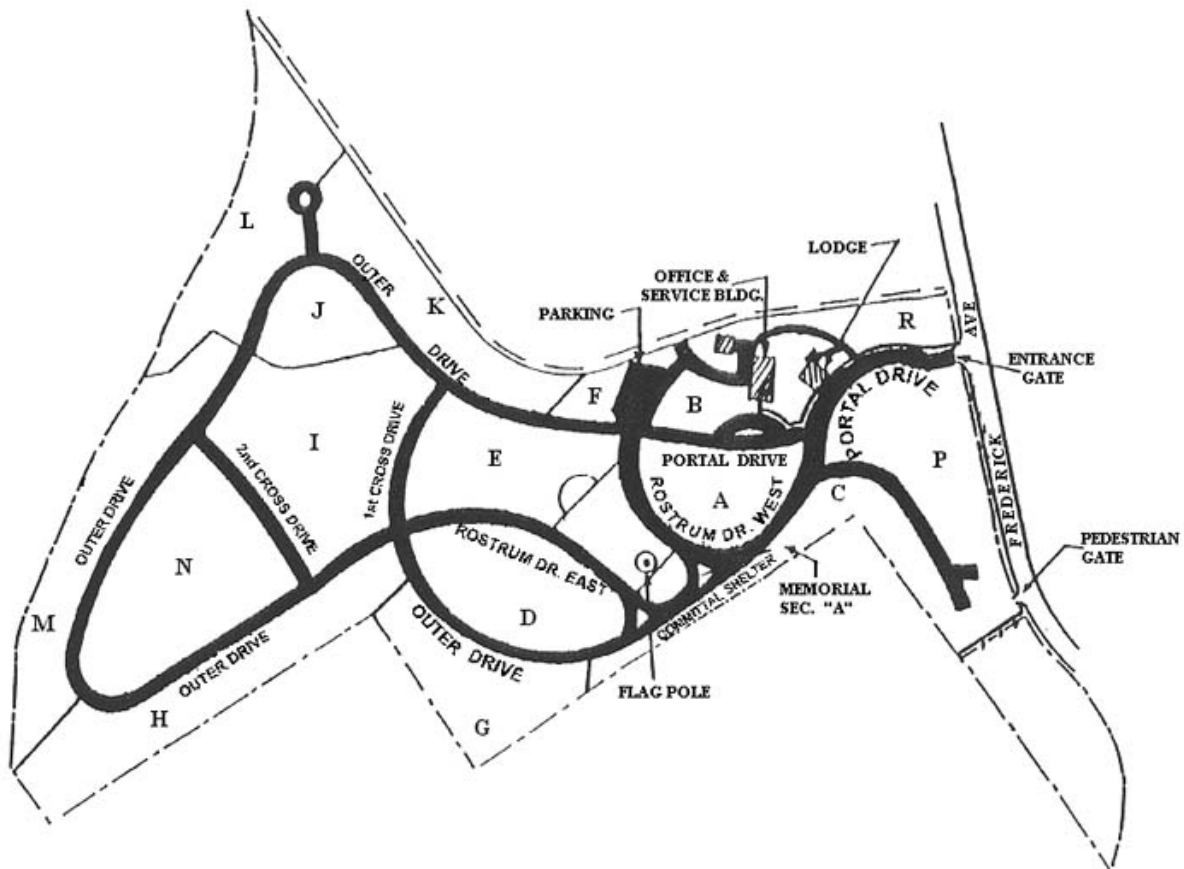
**1.28 SALES OF COMPANIES OR NAME CHANGES:**

The Contractor, gaining award of the contract, shall notify the Contracting Officer, Department of Veterans Affairs, National Cemetery Administration (41D3A), Centralized Contracting Division, 75 Barrett Heights Road, Suite 309, Stafford, VA 22556, in writing immediately upon entering an agreement (either oral or written) to sale or transfer all or part of its stock or other ownership interest to any other party. This Contractor shall also, contact the Contracting Officer immediately in writing (at the above referenced address) in the event a company name change shall happen, with information as to the reasons and/or determinations causing this action.

**CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

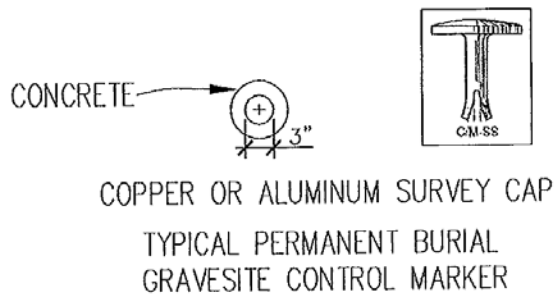
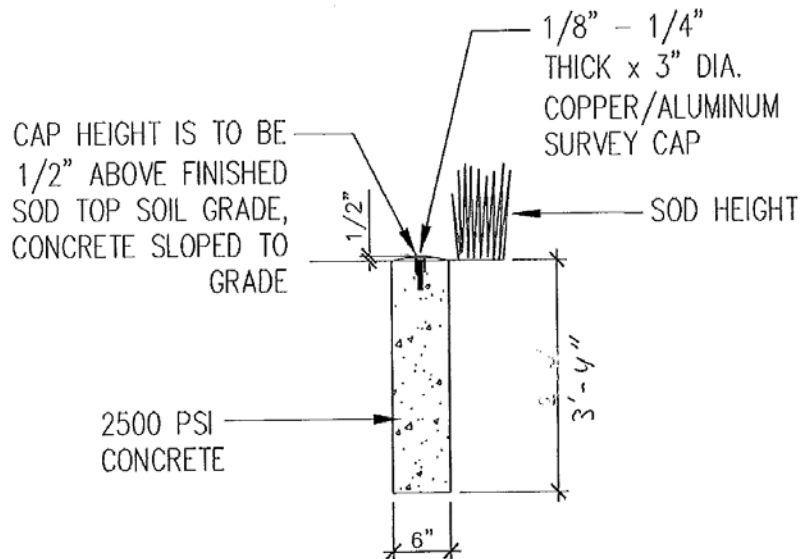
<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
<b>A</b>	BALTIMORE NATIONAL CEMETERY MAP
<b>B</b>	TYPICAL PERMANENT BURIAL GRAVESITE CONTROL MARKER
<b>C</b>	ELEVATION VIEW OF BURIAL SECTION ALIGNMENT
<b>D</b>	PLAN VIEW HEADSTONE ALIGNMENT
<b>E</b>	SECTION 01340-SAMPLES AND SHOP DRAWINGS
<b>F</b>	SECTION 01410-TESTING LABORATORY SERVICES
<b>G</b>	SECTION 02200-EARTHWORK AND HEADSTONES
<b>H</b>	SECTION 03300-CAST-IN-PLACE CONCRETE
<b>I</b>	HEADSTONE ALIGNMENT AND CLEANING
<b>J</b>	SITE SURVEY (LIMITED)
<b>K</b>	TURF RENOVATION
<b>L</b>	CONSTRUCTION RELATED DEAD TREE REMOVAL
<b>M</b>	TYPICAL NORTHERN CLIMATE HEADSTONE SUPPORT SYSTEM PLAN & DETAIL CONTRACT DRAWINGS
<b>N</b>	CONTRACT DISCREPANCY REPORT

ATTACHMENT A



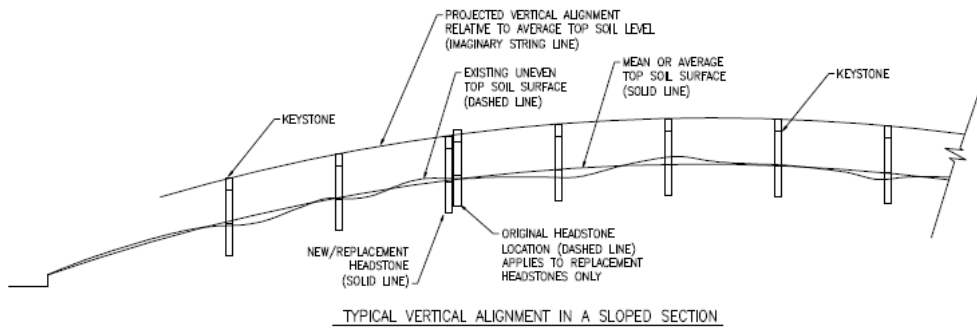
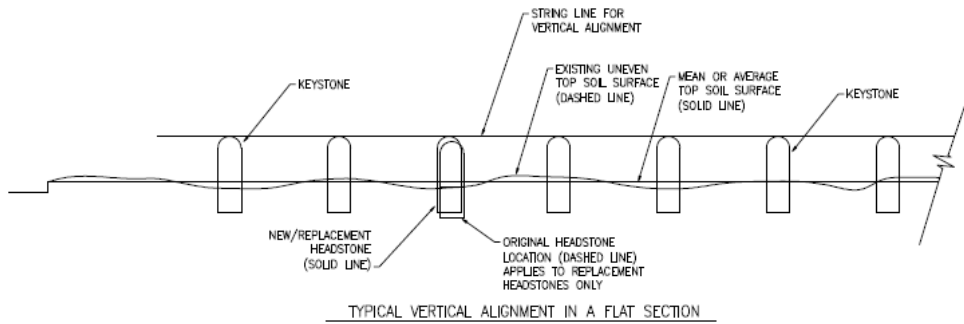


## ATTACHMENT B



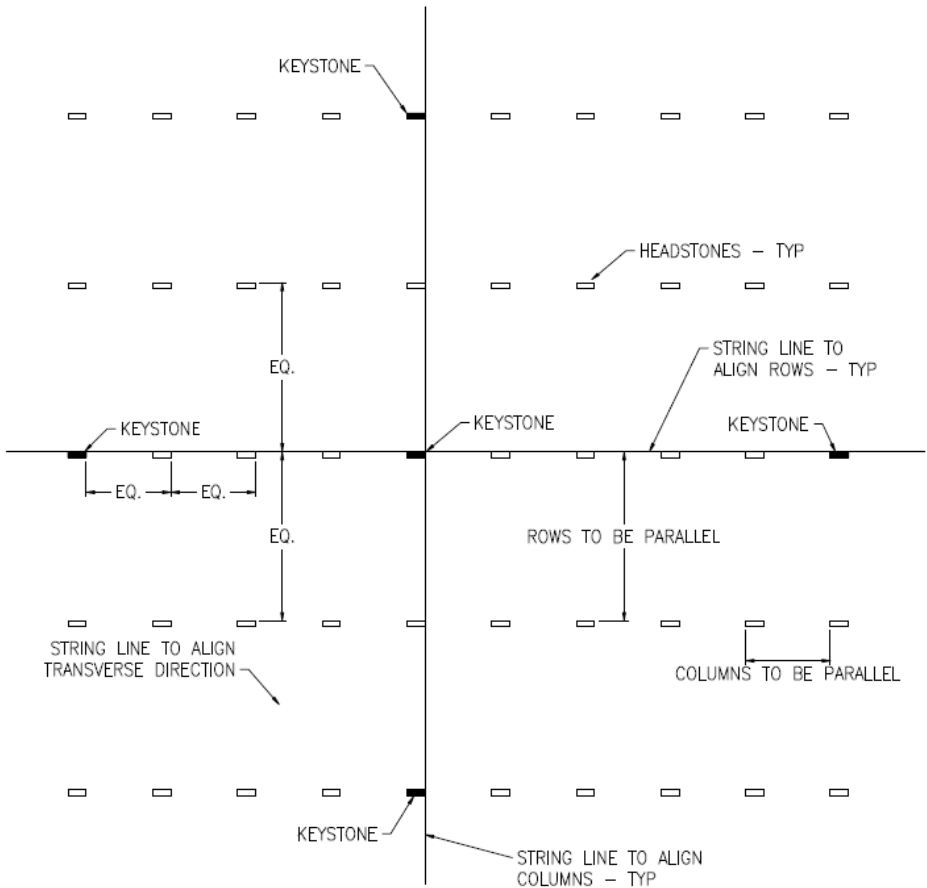
## ATTACHMENT C

ELEVATION VIEW OF BURIAL SECTION ALIGNMENT



### ELEVATION VIEW OF BURIAL SECTION ALIGNMENT

ATTACHMENT D  
PLAN VIEW HEADSTONE ALIGNMENT



PLAN VIEW  
HEADSTONE  
ALIGNMENT

ATTACHMENT - E

**SECTION 01340  
SAMPLES AND SHOP DRAWINGS**

- 1-1. Refer to Articles titled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) and, SPECIAL NOTES (VAAR 852.236-91), in Section, GENERAL CONDITIONS.
- 1-2. For the purposes of this contract, samples (including laboratory samples to be tested), test reports, certificates, and manufacturers' literature and data shall also be subject to the previously referenced requirements. The following text refers to all items collectively as SUBMITTALS.
- 1-3. Contractor shall submit for approval, all of the items specifically mentioned under the separate sections of the specification, with information sufficient to evidence full compliance with contract requirements. Materials, fabricated articles and the like to be installed in permanent work shall equal those of approved submittals. After an item has been approved, no change in brand or make will be permitted unless:
  - A. Satisfactory written evidence is presented to, and approved by Contracting Officer, that manufacturer cannot make scheduled delivery of approved item or;
  - B. Item delivered has been rejected and substitution of a suitable item is an urgent necessity or;
  - C. Other conditions become apparent which indicates approval of such substitute item to be in best interest of the Government.
- 1-4. Forward submittals in sufficient time (a minimum of 10 calendar days, exclusive of mailing time) to permit proper consideration and approval action by Government. Time submission to assure adequate lead time for procurement of contract - required items. Delays attributable to untimely and rejected submittals (including any laboratory samples to be tested) shall not serve as a basis for extending contract time for completion.
- 1-5. Submittals will be reviewed for compliance with contract requirements by Contracting Officer, and action thereon will be taken by the Contracting Officer.
- 1-6. Upon receipt of submittals, Contracting Officer will assign a file number thereto. Contractor, in any subsequent correspondence, shall refer to this file and identification number to expedite replies relative to previously approved or disapproved submittals.
- 1-7. The Government reserves the right to require additional submittals, whether or not particularly mentioned in this contract. If additional submittals beyond those required by the contract are furnished pursuant to request therefore by Contracting Officer, adjustment in contract price and time will be made in accordance with Articles titled CHANGES (FAR 52.243-4) and CHANGES - SUPPLEMENT (VAAR 852.236-88) of the GENERAL CONDITIONS.
- 1-8. Schedules called for in specifications and shown on shop drawings shall be submitted for use and information of Department of Veterans Affairs and Architect-Engineer. However, the Contractor shall assume responsibility for

coordinating and verifying schedules. The Contracting Officer assumes no responsibility for checking schedules or layout drawings for exact sizes, exact numbers and detailed positioning of items.

- 1-9. Submittals shall be submitted by Contractor only and shipped prepaid. Contracting Officer will assume no responsibility for checking quantities or exact numbers included in such submittals.
  - A. Submit samples in single units unless otherwise specified. Submit shop drawings, schedules, manufacturers' literature and data, and certificates in quadruplicate, except where a greater number is specified.
  - B. Submittals will receive consideration only when covered by a transmittal letter signed by Contractor. Letter shall be sent via first class mail and shall contain the list of items, name of Cemetery, name of Contractor, contract number, applicable specification paragraph numbers, applicable drawing numbers (and other information required for exact identification of location for each item), manufacturer and brand, ASTM or Federal Specification Number (if any) and such additional information as may be required by specifications for particular item being furnished. In addition, catalogs shall be marked to indicate specific items submitted for approval.
    1. A copy of letter shall be enclosed with items, and any items received without identification letter will be considered "unclaimed goods" and held for a limited time only.
    2. Each sample, certificate, manufacturers' literature and data shall be labeled to indicate the name and location of the Cemetery, name of Contractor, manufacturer, brand, contract number and ASTM or Federal Specification Number as applicable and location(s) on project.
    3. Required certificates shall be signed by an authorized representative of manufacturer or supplier of material, and by Contractor.
  - C. In addition to complying with the applicable requirements specified in preceding Article 1.9, samples which are required to have Laboratory Tests under the separate sections of the specification shall be tested, at the expense of Contractor, in a commercial laboratory approved by Contracting Officer.
    1. Laboratory shall furnish Contracting Officer with a certificate stating that it is fully equipped and qualified to perform intended work, is fully acquainted with specification requirements and intended use of materials and is an independent establishment in no way connected with organization of Contractor or with manufacturer or supplier of materials to be tested.
    2. Certificates shall also set forth a list of comparable projects upon which laboratory have performed similar functions during past five years.
    3. Samples and laboratory tests shall be sent directly to an approved commercial testing laboratory.
    4. Contractor shall send a copy of transmittal letter to the Contracting Officer with submission of material to a commercial testing laboratory.
    5. Laboratory test reports shall be sent directly to Contracting Officer for appropriate action.

6. Laboratory reports shall list contract specification test requirements and a comparative list of the laboratory test results. When tests show that the material meets specification requirements, the laboratory shall so certify on test report.
7. Laboratory test reports shall also include a recommendation for approval or disapproval of tested item.
- D. If submittal samples have been disapproved, resubmit new samples as soon as possible after notification of disapproval. Such new samples shall be marked "Resubmitted Sample" in addition to containing other previously specified information required on label and in transmittal letter.
- E. Approved samples will be kept on file by the Contracting Officer at the site until completion of contract, at which time such samples will be delivered to Contractor as Contractor's property. Where noted in technical sections of specifications, approved samples in good condition may be used in their proper locations in contract work. At completion of contract, samples that are not approved will be returned to Contractor only upon request and at Contractor's expense. Such request should be made prior to completion of the contract. Disapproved samples that are not requested for return by Contractor shall be discarded after completion of contract.
- F. Submittal drawings (shop, erection or setting drawings) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check.
  1. For each drawing required, submit one legible photographic paper or vellum reproducible.
  2. Reproducible shall be full size.
  3. Each drawing shall have marked thereon, proper descriptive title, including Cemetery location, project number, manufacturer's number, reference to contract drawing number, detail Section Number, and Specification Section Number.
  4. A space 120 mm by 125 mm (4-3/4 by 5 inches) shall be reserved on each drawing to accommodate approval or disapproval stamp.
  5. Submit drawings, ROLLED WITHIN A MAILING TUBE, fully protected for shipment.
  6. One reproducible print of approved or disapproved shop drawings will be forwarded to Contractor.
  7. When work is directly related and involves more than one trade, shop drawings shall be submitted to Contracting Officer under one cover.
- 1-10. Samples, shop drawings, test reports, certificates and manufacturers' literature and data, shall be submitted for approval to

Mike Carcanague / Rico Silveti  
North Atlantic District Engineers  
5000 Wissahickon Avenue  
Philadelphia, PA 19144-4867

Phone: (215) 381-3787

- 1-11. At the time of transmittal, the Contractor shall also send a copy of the complete submittal directly to the Contracting Officer.

--- E N D ---

## ATTACHMENT - F

**SECTION 01410**  
**TESTING LABORATORY SERVICES**

**PART 1 - GENERAL****1.1 DESCRIPTION:**

This section specifies materials testing activities and inspection services required during project construction to be provided by a Testing Laboratory retained and paid for by Contractor.

**1.2 APPLICABLE PUBLICATIONS:**

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. American Association of State Highway and Transportation Officials (AASHTO):
  - T27-99 .....Standard Specification for Sieve Analysis of Fine and Coarse Aggregates
  - T96-02 .....Standard Specification for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
  - T99-01 .....Standard Specification for the Moisture-Density Relations of Soils Using a 2.5 Kg (5.5 lb.) Rammer and a 305 mm (12 in.) Drop
  - T104-99 .....Standard Specification for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
  - T180-01 .....Standard Specification for Moisture-Density Relations of Soils using a 4.54 kg (10 lb.) Rammer and a 457 mm (18 in.) Drop
  - T191-02 .....Standard Specification for Density of Soil In-Place by the Sand-Cone Method
  - T205-86(R1996).....Standard Specification for Density of Soil In-Place by the Rubber-Balloon Method
  - T238-97 .....Standard Specification for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- C. American Society for Testing and Materials (ASTM):
  - A325-2002.....Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
  - A370-2003.....Standard Test Methods and Definitions for Mechanical Testing of Steel Products
  - C31/C31M(REV. A)-2003 .....Standard Practice for Making and Curing Concrete Test Specimens in the Field
  - C33-2003 .....Standard Specification for Concrete Aggregates
  - C39/C39M-2001.....Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens



C109/C109M-2002 .....	Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
C138(REV. A)-2001 .....	Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete
C140(REV. A)-2002 .....	Standard Test Methods of Sampling and Testing Concrete Masonry Units and Related Units
C143/C143M-2003 .....	Standard Test Method for Slump of Hydraulic Cement Concrete
C172-99 .....	Standard Practice for Sampling Freshly Mixed Concrete
C173-2001 .....	Standard Test Method for Air Content of freshly Mixed Concrete by the Volumetric Method
C1064/C1064M-2001 .....	Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete
C1077-2002 .....	Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
D698(REV. A)-2000 .....	Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort
D1556-00 .....	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand- Cone Method
D1557-2002 .....	Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
D2167-94(R2001) .....	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
D2216-98 .....	Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
D2922-(2001) .....	Standard Test Methods for Density of soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
D2974-(2000) .....	Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils
D3740-(2001) .....	Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
E94-(2000) .....	Standard Guide for Radiographic Testing
E164-97 .....	Standard Practice for Ultrasonic Contact Examination of Weldments
E329-(2002) .....	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used on Construction

E543-(2002).....Standard Practice for Agencies Performing Non-Destructive Testing

D. American Welding Society (AWS):

D1.1-02.....Structural Welding Code-Steel

**1.3 REQUIREMENTS:**

- A. Accreditation Requirements: Testing Laboratory retained and paid for by Contractor, shall be accredited by one or more of the National Voluntary Laboratory Accreditation Program (NVLAP) programs acceptable in the geographic region for the project. Furnish to the Contracting Officer a copy of the Certificate of Accreditation and Scope of Accreditation. For testing laboratories that have not yet obtained accreditation by a NVLAP program, submit an acknowledgement letter from one of the laboratory accreditation authorities indicating that the application for accreditation has been received and the accreditation process has started, and submit to the Contracting Officer for approval, certified statements, signed by an official of the testing laboratory attesting that the proposed laboratory, meets or conforms to the ASTM standards listed below as appropriate to the testing field.
  - 1. Laboratories engaged in testing of construction materials shall meet the requirements of ASTM E329.
  - 2. Laboratories engaged in testing of concrete and concrete aggregates shall meet the requirements of ASTM C1077.
  - 3. Laboratories engaged in testing of bituminous paving materials shall meet the requirements of ASTM D3666.
  - 4. Laboratories engaged in testing of soil and rock, as used in engineering design and construction, shall meet the requirements of ASTM D3740.
  - 5. Laboratories engaged in inspection and testing of steel, stainless steel, and related alloys will be evaluated according to ASTM A880.
  - 6. Laboratories engaged in non-destructive testing (NDT) shall meet the requirements of ASTM E543.
  - 7. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA.
- B. Inspection and Testing: Testing laboratory shall inspect materials and workmanship and perform tests described herein and additional tests requested by Contracting Officer. When it appears materials furnished, or work performed by Contractor fail to meet construction contract requirements, Testing Laboratory shall direct attention of Contracting Officer to such failure.
- C. Written Reports: Testing laboratory shall submit test reports to Contracting Officer, Contractor, and Local Building Authority within 24 hours after each test is completed unless other arrangements are agreed to in writing by the Contracting Officer. Submit reports of tests that fail to meet construction contract requirements on colored paper.
- D. Verbal Reports: Give verbal notification to Contracting Officer immediately of any irregularity.

**PART 2 - PRODUCTS (NOT USED)****PART 3 - EXECUTION****3.1 EARTHWORK:**

A. General: The Testing Laboratory shall provide qualified personnel, materials, equipment, and transportation as required to perform the services identified/required herein, within the agreed to schedule and/or time frame.

The work to be performed shall be as identified herein and shall include but not be limited to the following:

1. Observe fill and subgrades during proof-rolling to evaluate suitability of surface material to receive fill or base course. Provide recommendations to the Contracting Officer regarding suitability or unsuitability of areas where proof-rolling was observed. Where unsuitable results are observed, witness excavation of unsuitable material and recommend to Contracting Officer extent of removal and replacement of unsuitable materials and observe proof-rolling of replaced areas until satisfactory results are obtained.
2. Provide part time observation of fill placement and compaction and field density testing in building areas and provide part time observation of fill placement and compaction and field density testing in pavement areas to verify that earthwork compaction obtained is in accordance with contract documents.
3. Provide supervised geotechnical technician to inspect excavation, subsurface preparation, and backfill for structural fill.

B. Testing Compaction:

1. Determine maximum density and optimum moisture content for each type of fill, backfill and subgrade material used, in compliance with ASTM D698.
2. Make field density tests in accordance with the primary testing method following ASTM D2922. Field density tests utilizing ASTM D1556 shall be utilized on a case by case basis only if there are problems with the validity of the results from the primary method due to specific site field conditions. Should the testing laboratory propose these alternative methods, they should provide satisfactory explanation to the Contracting Officer before the tests are conducted.
  - a. Foundation Wall Backfill: One test per 30 m (100 feet) of each layer of compacted fill but in no case fewer than two tests.
  - b. Trenches: One test at maximum 30 m (100 foot) intervals per 1200 mm (4 foot) of vertical lift and at changes in required density, but in no case fewer than two tests.
  - c. Footing Subgrade: At least one test for each layer of soil on which footings shall be placed. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested subgrade when acceptable to Contracting Officer. In each compacted fill

layer below wall footings, perform one field density test for every 30 m (100 feet) of wall. Verify subgrade is level, all loose or disturbed soils have been removed, and correlate actual soil conditions observed with those indicated by test borings.

C. Testing Materials: Test suitability of on-site and off-site borrow as directed by Contracting Officer.

### 3.2 SITE WORK CONCRETE:

Test site work concrete including materials for concrete as required in Article CONCRETE of this section.

### 3.3 CONCRETE:

#### A. Batch Plant Inspection and Materials Testing:

1. Perform continuous batch plant inspection until concrete quality is established to satisfaction of Contracting Officer with concurrence of Contracting Officer and perform periodic inspections thereafter as determined by Contracting Officer.
2. Periodically inspect and test batch proportioning equipment for accuracy and report deficiencies to Contracting Officer.
3. Sample and test mix ingredients as necessary to insure compliance with specifications.
4. Sample and test aggregates daily and as necessary for moisture content. Test the dry rodded weight of the coarse aggregate whenever a sieve analysis is made, and when it appears there has been a change in the aggregate.
5. Certify, in duplicate, ingredients and proportions and amounts of ingredients in concrete conform to approved trial mixes. When concrete is batched or mixed off immediate building site, certify (by signing, initialing or stamping thereon) on delivery slips (duplicate) that ingredients in truck-load mixes conform to proportions of aggregate weight, cement factor, and water-cement ratio of approved trial mixes.

#### B. Field Inspection and Materials Testing:

1. Provide a technician at site of placement at all times to perform concrete sampling and testing.
2. Review the delivery tickets of the ready-mix concrete trucks arriving on-site. Notify the Contractor if the concrete cannot be placed within the specified time limits or if the type of concrete delivered is incorrect. Reject any loads that do not comply with the Specification requirements. Rejected loads are to be removed from the site at the Contractor's expense. Any rejected concrete that is placed will be subject to removal.
3. Take concrete samples at point of placement in accordance with ASTM C172. Mold and cure compression test cylinders in accordance with ASTM C31. Make at least three cylinders for each 40 m<sup>3</sup> (50 cubic yards) or less of each concrete type, and at least three cylinders for any one day's pour for each concrete type. After good concrete quality control has been established and maintained as determined by Contracting Officer make three cylinders for each 80 m<sup>3</sup> (100 cubic yards) or less of each concrete type, and at least three

cylinders from any one day's pour for each concrete type. Label each cylinder with an identification number. Contracting Officer may require additional cylinders to be molded and cured under job conditions.

4. Perform slump tests in accordance with ASTM C143. Test the first truck each day, and every time test cylinders are made. Test pumped concrete at the hopper and at the discharge end of the hose at the beginning of each day's pumping operations to determine change in slump.
5. Determine the air content of concrete per ASTM C173. For concrete required to be air-entrained, test the first truck and every 20 m<sup>3</sup> (25 cubic yards) thereafter each day. For concrete not required to be air-entrained, test every 80 m<sup>3</sup> (100 cubic yards) at random. For pumped concrete, initially test concrete at both the hopper and the discharge end of the hose to determine change in air content.
6. If slump or air content fall outside specified limits, make another test immediately from another portion of same batch.
7. Perform unit weight tests in compliance with ASTM C138 for normal weight concrete and ASTM C567 for lightweight concrete. Test the first truck and each time cylinders are made.
8. Notify laboratory technician at batch plant of mix irregularities and request materials and proportioning check.
9. Verify that specified mixing has been accomplished.
10. Environmental Conditions: Determine the temperature per ASTM C1064 for each truckload of concrete during hot weather and cold weather concreting operations.
  - a. When ambient air temperature falls below 4.4 degrees C (40 degrees F), record maximum and minimum air temperatures in each 24 hour period; record air temperature inside protective enclosure; record minimum temperature of surface of hardened concrete.
  - b. When ambient air temperature rises above 29.4 degrees C (85 degrees F), record maximum and minimum air temperature in each 24 hour period; record minimum relative humidity; record maximum wind velocity; record maximum temperature of surface of hardened concrete.
11. Inspect the reinforcing steel placement, including bar size, bar spacing, top and bottom concrete cover, proper tie into the chairs, and grade of steel prior to concrete placement. Submit detailed report of observations.
12. Observe conveying, placement, and consolidation of concrete for conformance to specifications.
13. Observe condition of formed surfaces upon removal of formwork prior to repair of surface defects and observe repair of surface defects.
14. Observe curing procedures for conformance with specifications, record dates of concrete placement, start of preliminary curing, start of final curing, end of curing period.
15. Observe preparations for placement of concrete:
  - a. Inspect handling, conveying, and placing equipment, inspect vibrating and compaction equipment.

- b. Inspect preparation of construction, expansion, and isolation joints.
16. Observe preparations for protection from hot weather, cold weather, sun, and rain, and preparations for curing.
17. Observe concrete mixing:
  - a. Monitor and record amount of water added at project site.
  - b. Observe minimum and maximum mixing times.
18. Measure concrete flatwork for levelness and flatness as follows:
  - a. Perform Floor Tolerance Measurements  $F_F$  and  $F_L$  in accordance with ASTM E1155. Calculate the actual overall F- numbers using the inferior/superior area method.
  - b. Perform all floor tolerance measurements within 48 hours after slab installation and prior to removal of shoring and formwork.
  - c. Provide the Contractor and the Contracting Officer with the results of all profile tests, including a running tabulation of the overall  $F_F$  and  $F_L$  values for all slabs installed to date, within 72 hours after each slab installation.
19. Other inspections:
  - a. Grouting under base plates.
  - b. Grouting anchor bolts and reinforcing steel in hardened concrete.
- C. Laboratory Tests of Field Samples:
  1. Test compression test cylinders for strength in accordance with ASTM C39. For each test series, test one cylinder at 7 days and one cylinder at 28 days. Use remaining cylinder as a spare tested as directed by Contracting Officer. Compile laboratory test reports as follows: Compressive strength test shall be result of one cylinder, except when one cylinder shows evidence of improper sampling, molding or testing, in which case it shall be discarded and strength of spare cylinder shall be used.
  2. Make weight tests of hardened lightweight structural concrete in accordance with ASTM C567.
  3. Furnish certified compression test reports (duplicate) to Contracting Officer. In test report, indicate the following information:
    - a. Cylinder identification number and date cast.
    - b. Specific location at which test samples were taken.
    - c. Type of concrete, slump, and percent air.
    - d. Compressive strength of concrete in MPa (psi).
    - e. Weight of lightweight structural concrete in  $\text{kg/m}^3$  (pounds per cubic feet).
    - f. Weather conditions during placing.
    - g. Temperature of concrete in each test cylinder when test cylinder was molded.
    - h. Maximum and minimum ambient temperature during placing.

- i. Ambient temperature when concrete sample in test cylinder was taken.
- j. Date delivered to laboratory and date tested.

--- E N D ---

## ATTACHMENT - G

### SECTION 02200 EARTHWORK AND HEADSTONES

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION OF WORK

- A. This section includes the requirements for earthwork including, but not limited to, the following:
  - 1. Site preparation.
  - 2. Excavation.
  - 3. Foundation Base Aggregate.
  - 4. Filling and backfilling.
  - 5. Grading.
  - 6. Soil Disposal.

##### 1.2 DEFINITIONS

- A. Borrow Material: Borrow materials are soils generated during excavation operations at the site.
  - 1. Backfill: Backfill shall be obtained from onsite excavation. The material shall be used as indicated on the Construction Drawings. It shall be free of organic matter, debris and other deleterious substances. The material shall contain no particles greater than 3 inches.
- B. Unsatisfactory Materials: Materials that do not comply with the requirements listed above are unsatisfactory. Unsatisfactory materials also include non-engineered fills; trash; refuse; backfills from previous construction; and material classified as satisfactory that contain or are contaminated with unsatisfactory material. The Contracting Officer shall be notified of any contaminated materials.
- C. Degree of compaction: Degree of compaction is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 698, abbreviated as a percent of laboratory maximum density.
- D. Unauthorized excavation: Removal of materials beyond indicated sub-grade elevations or dimensions without written authorization by the Contracting Officer. No payment will be made for unauthorized excavation or remedial work required to correct unauthorized excavation.

##### 1.3 RELATED WORK

- A. Protection of existing utilities, fire protection services, existing equipment, roads, and pavements: Section 01010, GENERAL REQUIREMENTS.

##### 1.4 SUBMITTALS

- A. Unless otherwise noted, submittals shall be made 14 days before commencing the Work specified in this Section. The following shall be submitted in accordance with Section 01334 SAMPLES AND SHOP DRAWINGS.



1. Import Material: Contractor shall submit the following for each imported material a minimum of 14 days prior to delivery:
  - a. Material source(s);
  - b. Particle size analysis in accordance with ASTM C136
2. Equipment List: Contractor shall submit a list of equipment to be utilized for the work 7 days prior to mobilization. The list shall include equipment make, model, year, tire or track dimensions, weight and other information.
3. Construction Procedures Plan: Contractor shall submit a plan that includes, but not be limited to, material excavation, headstone surveying and identification tagging, headstone removal, headstone collar removal, headstone transportation and storage, headstone re-installation, backfill processing and placement, equipment use, borrow source utilization, and protection to be provided in the event of rain, wind, heat or other potential cause of damage 14 days prior to material construction.
4. Record Drawing Information: Record Drawings including, but not limited to, drawings showing the original and final headstone locations, foundation location including measurements and dimensions, shall be prepared by the Contractor and submitted to the Contracting Officer following completion of the project. The preconstruction survey of the headstones shall be submitted to the Contracting Officer in draft form for use during construction.
5. Cleaning Agent: Contractor shall submit manufacturer's spec sheets on proposed cleaning agent(s) for approval.

## 1.5 APPLICABLE PUBLICATIONS

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
- B. American Society for Testing and Materials (ASTM):
 

D698-00.....	Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft. lbf/ft <sup>3</sup> (600 kN m/m <sup>3</sup> ))
D1556-00.....	Density and Unit Weight of Soil in Place by the Sand-Cone Method
D1557-00.....	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft <sup>3</sup> (2700 kN m/m <sup>3</sup> ))
D2922-01.....	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
D2940-98.....	Graded Aggregate Material for Bases or Sub-bases for Highways or Airports

## 1.6 UTILIZATION OF EXCAVATED MATERIALS

Contractor excavated and stockpiled materials shall be used as fill and backfill materials as specified. Excavated materials shall be stockpiled in designated stockpile areas. No excavated material shall be disposed of to obstruct the flow of any stream or road, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Foundation Base Aggregate shall be  $\frac{3}{4}$  inch in conformance to ODOT SS-2630.
- B. Leveling Sand shall be Sand for Mortar in conformance to ODOT SS-2690.

## PART 3 – EXECUTION

### 3.1 SITE PREPARATION

- A. Trees and Shrubs: Protect from damage, existing trees and shrubs which are not shown to be removed in construction area. Immediately repair damage to existing trees and shrubs by trimming, cleaning and painting damaged areas, including roots, in accordance with standard industry horticultural practice for the geographic area and plant species. Do not store building materials closer to trees and shrubs, that are to remain, than farthest extension of their limbs.
- D. Stripping Topsoil: Strip topsoil from within limits of earthwork operations as specified. Topsoil shall be a fertile, friable, natural topsoil of loamy character and characteristic of locality. Topsoil shall be capable of growing healthy horticultural crops of grasses. Stockpile topsoil and protect as directed by Contracting Officer. Eliminate foreign materials, such as weeds, roots, stones, subsoil, frozen clods, and similar foreign materials larger than 0.014 m<sup>3</sup> (1/2 cubic foot) in volume, from soil as it is stockpiled. Remove foreign materials larger than 50 mm (2 inches) in any dimension from topsoil to be used as backfill.
- E. Lines and Grades: With the services of a Registered Professional Land Surveyor or Registered Civil Engineer, specified in Site Survey section, the contractor shall survey and document existing lines and grades and submit for approval, new lines and grades in order to achieve grades that provide a smooth surface, free from irregular surface changes. The intent here is not to change the overall contour of the gravesites, but rather to eliminate any irregular surface changes. Grading shall comply with compaction requirements and grade cross sections, lines, and elevations indicated by the approved survey. Where spot grades are indicated the grade shall be

established based on interpolation of the elevations between the spot grades while maintaining appropriate transition at structures and paving and uninterrupted drainage flow into inlets.

### **3.2 EXCAVATION**

- A. Contractor shall perform excavation of every type of material encountered within the limits of grading to the lines, grades, and elevations indicated and as specified. Grading shall be in conformance with the Site Survey Drawings and the tolerances specified in Paragraph Grade Tolerance. Excavation areas shall be cleared of vegetation prior to excavation. Satisfactory excavated materials shall be transported to and placed in fill as indicated. Unsatisfactory materials encountered within the excavation shall be excavated below grade and replaced with satisfactory materials as directed. Surplus excavated material not required for fill shall be disposed offsite.
- B. Excavation of trenches shall be accomplished by cutting accurately to the dimensions shown on the Construction Drawings. Excessive open trench excavation shall be backfilled with satisfactory, thoroughly compacted, material. Contractor shall maintain excavations free from detrimental quantities of leaves, brush, sticks, trash, and other debris until final acceptance of the work.

### **3.3 SUBGRADE PREPARATION**

- A. Ground surface on which fill is to be placed shall be cleared of vegetation.
- B. The subgrade shall be shaped to lines, grades, and sections shown on the Construction Drawings, and compacted as specified. Soft or otherwise unsatisfactory material (for example, higher than optimal moisture content) shall be removed and replaced with satisfactory excavated material or other approved material. Existing low areas and those resulting from removal of unsatisfactory material shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped and compacted as specified. Structural geotextile fabric may be utilized at the Contractor's expense on top of the prepared, compacted subgrade, at the discretion of the Contractor, and if approved by the COR, to assist in reaching specified compaction of the foundation base aggregate, in areas where it becomes difficult to reach optimal moisture content. For the purpose of bidding and quantifying the amount of unsatisfactory material needed to be excavated below the lines, grades, and sections shown on the Construction Drawings and structural geotextile fabric needed on top of this prepared subgrade; the contractor shall estimate the quantity of unsatisfactory material and structural geotextile fabric needed to be equal to 10% of total excavation quantities above the lines, grades, and sections shown on the Construction Drawings.
- C. All subgrade areas shall be compacted to not less than 90 percent compaction in accordance with ASTM D2922.

- D. If the Contractor excavates below the lines and grades indicated on the Construction Drawings, outside of COR approved removal of unsatisfactory material per para 3.3 B, Contractor shall place fill to elevate these areas back to grade at no cost to the Government.
- E. The prepared subgrade surface shall be reasonably smooth, free of holes, depressions greater than 3 inch deep, or protrusion extending above the surface more than 3 inch. No overlying materials shall be placed until the subgrade has been checked and approved. The subgrade surface shall be protected and restored if damaged.

### **3.4 FOUNDATION BASE AGGREGATE**

- A. Aggregate (moistened, crushed limestone) shall be placed in the bottom of the prepared trench subgrade and compacted. All areas shall be compacted to not less than 95 percent compaction in accordance with ASTM D2922.
- B. Aggregate finish grades shall be constructed to within plus or minus 0.1 foot of the indicated grades. The finished surface of the aggregate shall be free of depressions and shall be reasonably smooth in accordance with the grade tolerance.

### **3.5 FILL AND BACKFILL**

- A. Fill shall be not be dropped from a height greater than 3 feet nor excessively loaded on headstones. The soil shall be placed in the trench and compacted in 4 inch deep loose lifts. The moisture content of fill placed shall be adjusted prior to placement. Each lift shall be rough graded prior to compaction. Equipment shall be operated with careful attention to protection of headstones. Fill shall not be constructed on surfaces that are muddy, frozen, or contain frost. Compact soil to not less than 95 percent compaction in accordance with ASTM D2922.

### **3.6 GRADE TOLERANCE**

- A. Excavation and finish grades shall be constructed to within plus or minus 0.1 foot of the indicated grades. The finished surface of the excavations and fills shall be free of depressions and shall be reasonably smooth in accordance with the grade tolerances.

### **3.7 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL**

- A. Remove from site and properly dispose of trash and debris.
- B. Remove from site and properly dispose of excess soil after all fill and backfill operations are completed.

### 3.8 CLEAN UP

- A. Upon completion of earthwork operations, clean all work areas within contract limits, remove tools, and equipment. Provide site clear, clean and free of debris. **Remove all debris, rubbish, and excess material (including excess soil accumulated from excavation for trenching and installation of headstone support system) from Cemetery Property.**

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## ATTACHMENT - H

**SECTION 03300  
CAST-IN-PLACE CONCRETE****PART 1 - GENERAL****1.1 DESCRIPTION:**

This section specifies cast-in-place structural concrete and materials and mixes for other concrete.

**1.2 RELATED WORK:**

- A. Materials testing and inspection during construction: Section 01410, TESTING LABORATORY SERVICES.

**1.3 TESTING AGENCY FOR CONCRETE MIX DESIGN:**

- A. Testing agency retained and reimbursed by the Contractor and approved by Contracting Officer.
- B. Testing agency maintaining active participation in Program of Cement and Concrete Reference Laboratory (CCRL) of National Institute of Standards and Technology. Accompany request for approval of testing agency with a copy of Report of Latest Inspection of Laboratory Facilities by CCRL.
- C. Testing agency shall furnish equipment and qualified technicians to establish proportions of ingredients for concrete mixes.

**1.4 TOLERANCES:**

- A. Formwork: ACI 117, except the elevation tolerance of formed surfaces before removal of shores is +0 mm (+0 inch) and -20 mm (-3/4 inch).
- B. Reinforcement Fabricating and Placing: ACI 117, except that fabrication tolerance for bar sizes Nos. 10, 13, and 16 (Nos. 3, 4, and 5) (Tolerance Symbol 1 in Fig. 2.1(a), ACI, 117) used as column ties or stirrups is +0 mm (+0 inch) and -13 mm (-1/2 inch) where gross bar length is less than 3600 mm (12 feet), or +0 mm (+0 inch) and -20 mm (-3/4 inch) where gross bar length is 3600 mm (12 feet) or more.
- C. Cross-Sectional Dimension: ACI 117, except tolerance for thickness of slabs 12 inches or less is +20 mm (+3/4 inch) and - 6 mm (-1/4 inch).

**1.5 REGULATORY REQUIREMENTS:**

- A. ACI 315 – Details and Detailing of Concrete Reinforcement.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.
- C. ACI 301 – Standard Specifications for Structural Concrete.

**1.6 SUBMITTALS:**

- A. Testing Agency for Concrete Mix Design: Approval request including qualifications of principals and technicians and evidence of active participation in program of Cement and Concrete Reference Laboratory (CCRL) of National Institute of Standards and Technology and copy of report of latest CCRL, Inspection of Laboratory.

- B. Test Report for Concrete Mix Designs: Trial mixes including water-cement ratio curves, concrete mix ingredients, and admixtures.

#### **1.7 PRE-CONCRETE CONFERENCE:**

- A. General: At least 15 days prior to submittal of design mixes, conduct a meeting to review proposed methods of concrete construction to achieve the required results.
- B. Agenda: Includes but is not limited to:
  - 1. Submittals.
  - 2. Coordination of work.
  - 3. Availability of material.
  - 4. Concrete mix design including admixtures.
  - 5. Methods of placing, finishing, and curing.
  - 6. Material inspection and testing.
- C. Attendees: Include but not limited to representatives of Contractor; subcontractors involved in supplying, conveying, placing, finishing, and curing concrete; Contracting Officer; COR.

#### **1.8 APPLICABLE PUBLICATIONS:**

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
- B. Federal Specifications (Fed. Spec.):
  - MM-L-751H .....Lumber Softwood
- C. American Concrete Institute (ACI):
  - 117-90 .....Standard Specifications for Tolerances for Concrete Construction and Materials
  - 117R-90 .....Commentary on Standard Specifications for Tolerances for Concrete Construction and Materials
  - 211.1-91 .....Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
  - 211.2-98 .....Standard Practice for Selecting Proportions for Structural Lightweight Concrete
  - 214-77 .....Recommended Practice for Evaluation of Strength Test Results of Concrete
  - 301-99 .....Standard Specifications for Structural Concrete
  - 304R-2000 .....Guide for Measuring, Mixing, Transporting, and Placing Concrete
  - 305R-99 .....Hot Weather Concreting
  - 306R-(R2002) .....Cold Weather Concreting
  - 308-(R1997) .....Standard Practice for Curing Concrete
  - 309R-96 .....Guide for Consolidation of Concrete

315-99 ..... Details and Detailing of Concrete Reinforcement

318/318R-02 ..... Building Code Requirements for Reinforced Concrete and Commentary

347R-(R1999) ..... Guide to Formwork for Concrete

D. American National Standards Institute and American Hardboard Association (ANSI/AHA):

A135.4-95 ..... Basic Hardboard

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

A82-02 ..... Standard Specification for Steel Wire, Plain, for Concrete Reinforcement

A185-02 ..... Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete  
Reinforcement

A615/A615M-03 ..... Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete  
Reinforcement

A653/A653M-03 ..... Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron  
Alloy-Coated (Galvannealed) by the Hot-Dip Process

A706/A706M-03 ..... Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete  
Reinforcement

A767/A767M-00 REV.B ..... Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete  
Reinforcement

A775/A775M-01 ..... Standard Specification for Epoxy-Coated Reinforcing Steel Bars

A820-01 ..... Standard Specification for Steel Fibers for Fiber-Reinforced Concrete

A996/A996M-03 REV.A ..... Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete  
Reinforcement

C31/C31M-03 ..... Standard Practice for Making and Curing Concrete Test Specimens in the field

C33-03 ..... Standard Specification for Concrete Aggregates

C39/C39M-01 ..... Standard Test Method for Compressive Strength of Cylindrical Concrete  
Specimens

C94/C94M-03 ..... Standard Specification for Ready-Mixed Concrete

C143/C143M-00 ..... Standard Test Method for Slump of Hydraulic Cement Concrete

C150-02 REV. A ..... Standard Specification for Portland Cement

C171-03 ..... Standard Specification for Sheet Materials for Curing Concrete

C172-99 ..... Standard Specification for Sampling Freshly Mixed Concrete

C173-01 ..... Standard Test Method for Air Content of Freshly Mixed Concrete by the  
Volumetric Method

C192/C192M-02 ..... Standard Practice for Making and Curing Concrete Test Specimens in the  
Laboratory



- C231-97(E1999).....Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- C260-01.....Standard Specification for Air-Entraining Admixtures for Concrete
- C309-REV. A 98.....Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- C330-03.....Standard Specification for Lightweight Aggregates for Structural Concrete
- C494/C494M-REV. A 99(E2001).Standard Specification for Chemical Admixtures for Concrete
- C496-96.....Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
- C567-00.....Standard Test Method for Density of Structural Lightweight Concrete
- C618-03.....Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
- C666-03.....Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
- C881-02.....Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
- C1107-02.....Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)
- D6-95(R2000).....Standard Test Method for Loss on Heating of Oil and Asphaltic Compounds
- D297-93(R2002)(E2003).....Standard Test Methods for Rubber Products-Chemical Analysis
- D1751-99.....Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
- D4397-02.....Standard Specification for Polyethylene Sheeting for Construction, Industrial and Agricultural Applications
- E1155-96(R2001).....Standard Test Method for Determining FF
- F. American Welding Society (AWS):
- D1.4-98.....Structural Welding Code - Reinforcing Steel
- G. Concrete Reinforcing Steel Institute (CRSI):
- DA4-90.....Manual of Standard Practice
- H. National Cooperative Highway Research Program (NCHRP):
- Report No. 244-81.....Concrete Sealers for the Protection of Bridge Structures
- I. U. S. Department of Commerce Product Standard (PS):
- PS 1-83.....Construction and Industrial Plywood
- J. U. S. Army Corps of Engineers Handbook for Concrete and Cement:
- CRD C513-74.....Rubber Waterstops
- CRD C572-74.....Polyvinyl chloride Waterstops

**PART 2 – PRODUCTS:****2.1 MATERIALS:**

- A. Portland Cement: ASTM C150 Type I or II.
- B. Coarse Aggregate: ASTM C33.
  - 1. Size 67. Size 467 shall be used for footings and walls over 300 mm (12 inches) thick.
  - 2. Coarse aggregate for applied topping, encasement of steel columns, and metal pan stair fill shall be Size 7.
  - 3. Maximum size of coarse aggregates not more than one-fifth of narrowest dimension between sides of forms, one-third of depth of slabs, nor three-fourth of minimum clear spacing between reinforcing bars.
- C. Fine Aggregate: ASTM C33. Fine aggregate for applied concrete floor topping shall pass a 4.75 mm (No. 4) sieve, 10 percent maximum shall pass a 150 µm (No. 100) sieve.
- D. Mixing Water: Fresh, clean, and potable.
- E. Admixtures:
  - 1. Water Reducing Admixture: ASTM C494, Type A and not contain more chloride ions than are present in municipal drinking water.
  - 2. Water Reducing, Retarding Admixture: ASTM C494, Type D and not contain more chloride ions than are present in municipal drinking water.
  - 3. High-Range Water-Reducing Admixture (Super plasticizer): ASTM C494, Type F or G, and not contain more chloride ions than are present in municipal drinking water.
  - 4. Non-Corrosive, Non-Chloride Accelerator: ASTM C494, Type C or E, and not contain more chloride ions than are present in municipal drinking water. Admixture manufacturer shall have long-term non-corrosive test data from an independent testing laboratory of at least one year duration using an acceptable accelerated corrosion test method such as that using electrical potential measures.
  - 5. Air Entraining Admixture: ASTM C260.
  - 6. Certification: Written conformance to the requirements above and the chloride ion content of the admixture prior to mix design review.
- F. Reinforcing Steel: ASTM A615, or ASTM A996, deformed, grade as shown.
- G. Reinforcing Bars to be Welded: ASTM A706.
- H. Galvanized Reinforcing Bars: ASTM A767.
- I. Supports, Spacers, and Chairs: Types which shall hold reinforcement in position shown in accordance with requirements of ACI 318 except as specified.
- J. Sheet Materials for Curing Concrete: ASTM C171.

- K. Liquid Membrane-forming Compounds for Curing Concrete: ASTM C309, Type I, with fugitive dye. Compound shall be compatible with scheduled surface treatment, such as paint and resilient tile, and shall not discolor concrete surface.
- L. Epoxy shall be in conformance to ODOT SS-2070.

## 2.2 CONCRETE MIXES:

- A. Mix Designs: Proportioned in accordance with Section 5.3, "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318.
  - 1. If trial mixes are used, make a set of at least 6 cylinders in accordance with ASTM C192 for test purposes from each trial mix; test three for compressive strength at 7 days and three at 28 days.
  - 2. Submit a report of results of each test series, include a detailed listing of the proportions of trial mix or mixes, including cement, admixtures, weight of fine and coarse aggregate per m<sup>3</sup> (cubic yard) measured dry rodded and damp loose, specific gravity, fineness modulus, percentage of moisture, air content, water-cement ratio, and consistency of each cylinder in terms of slump.
  - 3. Prepare a curve showing relationship between water-cement ratio at 7-day and 28-day compressive strengths. Plot each curve using at least three specimens.
  - 4. If the field experience method is used, submit complete standard deviation analysis.
- B. After approval of mixes no substitution in material or change in proportions of approval mixes shall be made without additional tests and approval of Contracting Officer or as specified. Making and testing of preliminary test cylinders shall be carried on pending approval of cement, providing Contractor and manufacturer certify that ingredients used in making test cylinders are the same. Contracting Officer will allow Contractor to proceed with depositing concrete for certain portions of work, pending final approval of cement and approval of design mix.
- C. Cement Factor: Maintain minimum cement factors in Table I regardless of compressive strength developed above minimums.

**TABLE I - CEMENT AND WATER FACTORS FOR CONCRETE**

Concrete Strength		Non-Air-Entrained	Air-Entrained	
Min. 28 Day Comp. Str. MPa (psi)	Min. Cement kg/m <sup>3</sup> (lbs/c. yd)	Max. Water Cement Ratio	Min. Cement kg/m <sup>3</sup> (lbs/c. yd)	Max. Water Cement Ratio
25 (3000)	300 (500)	*	310 (520)	*

\* Determined by Laboratory in accordance with ACI 211.1 for normal concrete or ACI 211.2 for lightweight structural concrete.

- D. Maximum Slump: Maximum slump, as determined by ASTM C143 with tolerances as established by ASTM C94, for concrete to be vibrated shall be as shown in Table II.

**TABLE II - MAXIMUM SLUMP, MM (INCHES)\***

Type of Construction	Normal Weight Concrete
Reinforced Footings and Substructure Walls	75mm (3 inches)

- \* Slump shall be increased by the use of the approved high-range water-reducing admixture (super plasticizer). Tolerances as established by ASTM C94. Concrete containing the high-range-water-reducing admixture shall have a maximum slump of 225 mm (9 inches). The concrete shall arrive at the job site at a slump of 50 mm to 75 mm (2 inches to 3 inches), and 75 mm to 100 mm (3 inches to 4 inches) for lightweight concrete. This should be verified, and then the high-range-water-reducing admixture added to increase the slump to the approved level.
- E. Air-Entrainment: Air-entrainment of normal weight concrete shall conform with Table III. Air-entrainment of lightweight structural concrete shall conform with Table IV. Determine air content by either ASTM C173 or ASTM C231.

**TABLE III - TOTAL AIR CONTENT  
FOR VARIOUS SIZES OF COARSE AGGREGATES (NORMAL CONCRETE)**

Nominal Maximum Size of Total Air Content	Coarse Aggregate, mm (Inches) Percentage by Volume
10 mm (3/8 in).6 to 10	13 mm (1/2 in).5 to 9
20 mm (3/4 in).4 to 8	25 mm (1 in).3-1/2 to 6-1/2
40 mm (1 1/2 in).3 to 6	

- F. Enforcing Strength Requirements: Test as specified in Section, TESTING LABORATORY SERVICES, during the progress of the work. Seven-day tests shall be used as indicators of 28-day strength. Average of any three 28-day consecutive strength tests of laboratory-cured specimens representing each type of concrete shall be equal to or greater than specified strength. No single test shall be more than 3.5 MPa (500 psi) below specified strength. Interpret field test results in accordance with ACI 214. Should strengths shown by test specimens fall below required values, Contracting Officer will require any one or any combination of the following corrective actions, at no additional cost to the Government:
1. Require changes in mix proportions by selecting one of the other appropriate trial mixes or changing proportions, including cement content, of approved trial mix.
  2. Require additional curing and protection.
  3. If five consecutive tests fall below 95 percent of minimum values given in Table I or if test results are so low as to raise a question as to the safety of the structure, Contracting Officer will direct Contractor to take

cores from portions of the structure. Use results from cores tested by the Contractor retained testing agency to analyze structure.

4. If strength of core drilled specimens falls below 85 percent of minimum value given in Table I, Contracting Officer will order load tests, made by Contractor retained testing agency, on portions of building so affected. Load tests in accordance with ACI 318 and criteria of acceptability of concrete under test as given therein.
5. Concrete work, judged inadequate by structural analysis, by results of load test, or for any reason, shall be reinforced with additional construction or replaced, if directed by the Contracting Officer.

### 2.3 BATCHING AND MIXING:

- A. General: Concrete shall be "Ready-Mixed" and comply with ACI 318 and ASTM C94, except as specified. Batch mixing at the site is permitted. Mixing process and equipment will be approved by Contracting Officer. With each batch of concrete, furnish certified delivery tickets listing information in Paragraph 16.1 and 16.2 of ASTM C94. Maximum delivery temperature of concrete is 38°C (100 degrees Fahrenheit). Minimum delivery temperature as follows:

Atmospheric Temperature	Minimum Concrete Temperature
-1. degrees to 4.4 degrees C (30 degrees to 40 degrees F)	15.6 degrees C (60 degrees F.)
-17 degrees C to -1.1 degrees C (0 degrees to 30 degrees F.)	21 degrees C (70 degrees F.)

1. Services of aggregate manufacturer's representative shall be furnished during the design of trial mixes and as requested by the Contracting Officer for consultation during batching, mixing, and placing operations of lightweight structural concrete. Services shall be required until field controls indicate that concrete of required quality is being furnished. Representative shall be thoroughly familiar with the structural lightweight aggregate, adjustment and control of mixes to produce concrete of required quality. Representative shall assist and advise Contracting Officer.

## PART 3 – EXECUTION

### 3.1 PLACING REINFORCEMENT:

- A. General: Details of concrete reinforcement in accordance with ACI 318 and ACI 315, unless otherwise shown.
- B. Placing: Place reinforcement conforming to CRSI DA4, unless otherwise shown.
  1. Place reinforcing bars accurately and tie securely at intersections and splices with 1.6 mm (16 gauge) black annealed wire. Secure reinforcing bars against displacement during the placing of concrete by spacers, chairs, or other similar supports. Portions of supports, spacers, and chairs in contact with formwork shall be

made of plastic in areas that shall be exposed when building is occupied. Type, number, and spacing of supports conform to ACI 315.

- C. Spacing: Minimum clear distances between parallel bars, except in columns and multiple layers of bars in beams shall be equal to nominal diameter of bars. Minimum clear spacing is 25 mm (1 inch) or 1-1/3 times maximum size of coarse aggregate.
- D. Splicing: Splices of reinforcement made only as required or shown or specified. Accomplish splicing as follows:
  - 1. Lap splices: Do not use lap splices for bars larger than Number 36 (Number 11).
  - 2. Welded splices: Splicing by butt-welding of reinforcement permitted providing the weld develops in tension at least 125 percent of the yield strength ( $f_y$ ) for the bars. Welding conform to the requirements of AWS D1.4. Welded reinforcing steel conform to the chemical analysis requirements of AWS D1.4.
    - a. Submit test reports indicating the chemical analysis to establish weldability of reinforcing steel.
    - b. Submit a field quality control procedure to insure proper inspection, materials and welding procedure for welded splices.
    - c. Department of Veterans Affairs retained testing agency shall test a minimum of three splices, for compliance, locations selected by Contracting Officer.
  - 3. Mechanical Splices: Develop in tension and compression at least 125 percent of the yield strength ( $f_y$ ) of the bars. Stresses of transition splices between two reinforcing bar sizes based on area of smaller bar. Provide mechanical splices at locations indicated. Use approved exothermic, tapered threaded coupling, or swaged and threaded sleeve. Exposed threads and swaging in the field not permitted.
    - a. Initial qualification: In the presence of Contracting Officer, make three test mechanical splices of each bar size proposed to be spliced. Department of Veterans Affairs retained testing laboratory will perform load test.
    - b. During installation: Furnish, at no additional cost to the Government, one companion (sister) splice for every 50 splices for load testing. Department of Veterans Affairs retained testing laboratory will perform the load test.
- E. Bending: Bend bars cold, unless otherwise approved. Do not field bend bars partially embedded in concrete, except when approved by Contracting Officer.
- F. Cleaning: Metal reinforcement, at time concrete is placed, shall be free from loose flaky rust, mud, oil, or similar coatings that shall reduce bond.
- G. Future Bonding: Protect exposed reinforcement bars intended for bonding with future work by wrapping with felt and coating felt with a bituminous compound unless otherwise shown.

### **3.2 PLACING CONCRETE:**

- A. Preparation:
  - 1. Remove hardened concrete, wood chips, shavings and other debris from forms.

2. Remove hardened concrete and foreign materials from interior surfaces of mixing and conveying equipment.
  3. Have forms and reinforcement inspected and approved by Contracting Officer before depositing concrete.
  4. Provide runways for wheeling equipment to convey concrete to point of deposit. Keep equipment on runways which are not supported by or bear on reinforcement. Provide similar runways for protection of vapor barrier on coarse fill.
- B. Bonding: Before depositing new concrete on or against concrete which has been set, thoroughly roughen and clean existing surfaces of laitance, foreign matter, and loose particles.
1. Preparing surface for applied topping:
    - a. Remove laitance, mortar, oil, grease, paint, or other foreign material by sand blasting. Clean with vacuum type equipment to remove sand and other loose material.
    - b. Broom clean and keep base slab wet for at least four hours before topping is applied.
    - c. Use a thin coat of one part Portland cement, 1.5 parts fine sand, bonding admixture; and water at a 50:50 ratio and mix to achieve the consistency of thick paint. Apply to a damp base slab by scrubbing with a stiff fiber brush. New concrete shall be placed while the bonding grout is still tacky.
- C. Conveying Concrete: Convey concrete from mixer to final place of deposit by a method which shall prevent segregation. Method of conveying concrete subject to approval of Contracting Officer.
- D. Placing: For special requirements see Paragraphs, HOT WEATHER and COLD WEATHER.
1. Do not place concrete when weather conditions prevent proper placement and consolidation, or when concrete has attained its initial set, or has contained its water or cement content more than 1 1/2 hours.
  2. Deposit concrete in forms as near as practicable in its final position. Prevent splashing of forms or reinforcement with concrete in advance of placing concrete.
  3. Do not drop concrete freely more than 3000 mm (10 feet) for concrete containing the high-range water-reducing admixture (super plasticizer) or 1500 mm (5 feet) for conventional concrete. Where greater drops are required, use a tremie or flexible spout (canvas elephant trunk), attached to a suitable hopper.
  4. Discharge contents of tremies or flexible spouts in horizontal layers not exceeding 500 mm (20 inches) in thickness, and space tremies such as to provide a minimum of lateral movement of concrete.
  5. Continuously place concrete until an entire unit between construction joints is placed. Rate and method of placing concrete shall be such that no concrete between construction joints shall be deposited upon or against partly set concrete, after it's initial set has taken place, or after 45 minutes of elapsed time during concrete placement.
  6. On bottom of members with severe congestion of reinforcement, deposit 25 mm (1 inch) layer of flowing concrete containing the specified high-range water-reducing admixture (super plasticizer). Successive concrete lifts shall be a continuation of this concrete or concrete with a conventional slump.

7. Concrete on metal deck:

- a. Concrete on metal deck shall be minimum thickness shown. Allow for deflection of steel beams and metal deck under the weight of wet concrete in calculating concrete quantities for slab.

- 1) The Contractor shall become familiar with deflection characteristics of structural frame to include proper amount of additional concrete due to beam/deck deflection.

E. Consolidation: Conform to ACI 309. Immediately after depositing, spade concrete next to forms, work around reinforcement and into angles of forms, tamp lightly by hand, and compact with mechanical vibrator applied directly into concrete at approximately 450 mm (18 inch) intervals. Mechanical vibrator shall be power driven, hand operated type with minimum frequency of 5000 cycles per minute having an intensity sufficient to cause flow or settlement of concrete into place. Vibrate concrete to produce thorough compaction, complete embedment of reinforcement and concrete of uniform and maximum density without segregation of mix. Do not transport concrete in forms by vibration.

1. Use of form vibration shall be approved only when concrete sections are too thin or too inaccessible for use of internal vibration.
2. Carry on vibration continuously with placing of concrete. Do not insert vibrator into concrete that has begun to set.

### 3.3 HOT WEATHER:

Follow the recommendations of ACI 305 or as specified to prevent problems in the manufacturing, placing, and curing of concrete that can adversely affect the properties and serviceability of the hardened concrete. Methods proposed for cooling materials and arrangements for protecting concrete shall be made in advance of concrete placement and approved by Contracting Officer.

### 3.4 COLD WEATHER:

Follow the recommendations of ACI 306 or as specified to prevent freezing of concrete and to permit concrete to gain strength properly. Use only the specified non-corrosive, non-chloride accelerator. Do not use calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions. Methods proposed for heating materials and arrangements for protecting concrete shall be made in advance of concrete placement and approved by Contracting Officer.

### 3.5 PROTECTION AND CURING:

- A. Conform to ACI 308: Initial curing shall immediately follow the finishing operation. Protect exposed surfaces of concrete from premature drying, wash by rain and running water, wind, mechanical injury, and excessively hot or cold temperatures. Keep concrete not covered with membrane or other curing material continuously wet for at least 7 days after placing, except wet curing period for high-early-strength concrete shall be not less than 3 days. Keep wood forms continuously wet to prevent moisture loss until forms are removed. Cure exposed concrete surfaces as described below. Other curing methods shall be used if approved by Contracting Officer.



1. Liquid curing and sealing compounds: Apply by power-driven spray or roller in accordance with the manufacturer's instructions. Apply immediately after finishing. Maximum coverage  $10\text{m}^2/\text{L}$  (400 square feet per gallon) on steel troweled surfaces and  $7.5\text{m}^2/\text{L}$  (300 square feet per gallon) on floated or broomed surfaces for the curing/sealing compound.
2. Plastic sheets: Apply as soon as concrete has hardened sufficiently to prevent surface damage. Utilize widest practical width sheet and overlap adjacent sheets 50 mm (2 inches). Tightly seal joints with tape.
3. Paper: Utilize widest practical width paper and overlap adjacent sheets 50 mm (2 inches). Tightly seal joints with sand, wood planks, pressure-sensitive tape, mastic or glue.

### **3.6 CONCRETE SURFACE PREPARATION:**

- A. Metal Removal: Unnecessary metal items cut back flush with face of concrete members.
- B. Patching: Maintain curing and start patching as soon as forms are removed. Do not apply curing compounds to concrete surfaces requiring patching until patching is completed. Use cement mortar for patching of same composition as that used in concrete. Use white or gray Portland cement as necessary to obtain finish color matching surrounding concrete. Thoroughly clean areas to be patched. Cut out honeycombed or otherwise defective areas to solid concrete to a depth of not less than 25 mm (1 inch). Cut edge perpendicular to surface of concrete. Saturate with water area to be patched, and at least 150 mm (6 inches) surrounding before placing patching mortar. Give area to be patched a brush coat of cement grout followed immediately by patching mortar. Cement grout composed of one part Portland cement, 1.5 parts fine sand, bonding admixture, and water at a 50:50 ratio, mix to achieve consistency of thick paint. Mix patching mortar approximately 1 hour before placing and remix occasionally during this period without addition of water. Compact mortar into place and screed slightly higher than surrounding surface. After initial shrinkage has occurred, finish to match color and texture of adjoining surfaces. Cure patches as specified for other concrete. Fill form tie holes which extend entirely through walls from unexposed face by means of a pressure gun or other suitable device to force mortar through wall. Wipe excess mortar off exposed face with a cloth.
- C. Upon removal of forms, clean vertical concrete surface that is to receive bonded applied cementitious application with wire brushes or by sand blasting to remove unset material, laitance, and loose particles to expose aggregates to provide a clean, firm, granular surface for bond of applied finish.

### **3.7 CONCRETE FINISHES:**

- A. Concrete surfaces shall not require additional finishing.

--- E N D ---

## ATTACHMENT - I

## HEADSTONE ALIGNMENT AND CLEANING

**I.1 TO ENSURE THE ACCURACY OF HEADSTONE AND MARKER PLACEMENT DURING THE RAISE AND REALIGNMENT PROJECT, THE FOLLOWING PROCEDURES WILL BE FOLLOWED BY NORTH ATLANTIC DISTRICT PERSONNEL, CEMETERY PERSONNEL AND CONTRACTING OFFICER'S REPRESENTATIVE (COR) BEFORE THE RAISE & REALIGNMENT PROCESS BEGINS**

- (a) The North Atlantic District office will provide each cemetery with the correct Gravesite Layout Map(s) prior to beginning the Raise & Realign (R&R) project. The Contracting Officer Representative (COR) or cemetery director/designee as listed in the official contract documents shall conduct an initial gravesite verification survey prior to the (R&R) of any headstone or marker in a VA national cemetery. The COR will obtain a copy of the Burial Register Report from the Burial Operation Support System (BOSS) and current gravesite layout map(s) obtained from the NAD for the verification survey. The Burial Register Report and gravesite layout map(s) will be used to verify the section, row, grave number, first and last name of each decedent and the condition of the headstone/marker included in the scope of work (SOW). All inconsistencies will be researched, discussed and resolved with the North Atlantic District (NAD) Director prior to the R&R of any headstone or marker. Upon completion of the verification survey and corrective actions as necessary, the COR shall certify the survey by signing the Headstone/Marker Raise & Realign Verification Survey sheet. A copy of the signed Headstone/Marker Raise & Realign Verification Survey sheet shall be forwarded to the Contracting Officer (CO) which will be incorporated into the contract files; a copy of the survey will be maintained by the cemetery. Additional copies of the survey will be retained by the COR for the official contract files. The CO will give the approval to begin the project.
- (b) Prior to the completion of each work day, a Daily Headstone Raise & Realign Verification Survey will be completed for all headstones raised & realigned. The COR/cemetery director/designee will verify the accuracy of the placement of headstones on the correct gravesite using the same Burial Register Report and gravesite layout map(s) that were used for the initial headstone verification survey. Daily, the COR will inform the contractor/designee of all identified inconsistencies and ensure corrective actions are completed that day. The Daily Headstone Raise & Realign Verification Survey will be maintained by the COR for certifying payments for completed work, tracking project progress and other administrative needs.
- (c) When site conditions are restrictive and it is not possible to safely operate equipment while keeping the headstones on the gravesite, the contractor shall prepare these sites by hand. At no time may headstones be removed from the gravesites.
- (d) The contractor is responsible to protect headstones during the realignment & turf renovation process from damage or being discolored from contact with dirt, soil or other contaminants.

**I.2 HEADSTONES AND/OR MARKERS WILL NOT BE PHYSICALLY REMOVED FROM THE GRAVESITE DURING THE RAISE AND REALIGNMENT OR TURF RENOVATION PROJECTS**

**I.3 HEADSTONE REMOVAL, RESETTING, AND BACKFILL REQUIREMENTS:**

(a) WORK OVERVIEW

- (i) This section outlines Headstone Removal, Resetting and Backfill services, defined as: work consisting of extracting, resetting, aligning, backfilling, and compacting of headstones that are to be reset in the new

Headstone Grid Support System and standard headstone raise / realignment, as well as inventorying and assuring accurate placement on gravesites at the Baltimore National Cemetery.

- (ii) The Contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, transportation and personnel, to provide the services defined herein.
- (iii) Standard marble headstones are approximately 42 inches long, 13 inches wide, and 4 inches thick, approximate weight: 230 pounds.
- (iv) Headstones without concrete collars shall be removed from their sockets by 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 shall prevent damage to, and marking of, the headstone. Clamps shall be attached to a Bob Cat or similar Machine to extract headstone from socket. Use care not to scratch or damage headstones in any manner. (Note: In areas where smaller than standard size headstones may occur, coordinate specified measurements and dimensions of required work with COR)
- (v) During removal of the headstones, the Contractor shall dig by hand an inspection pit; twelve (12) inches wide from the centerline of the headstone into the gravesite, by twelve (12) inches long, by 3'-4" deep. It is required that the Contractor performs this hand dug inspection pit at each individual gravesite and provides pricing for this per unit as part of the contract. The Contractor shall complete a thorough review of the inspection pits, one row at a time, to identify any casketed or cremated remains that may need to be re-positioned in the gravesite. If remains are identified, work must temporarily cease in that area, and remains must be reported to the COR immediately for relocation by the cemetery staff. Under no circumstances shall any concrete beams / support system be installed until after the gravesite has been inspected and results reported to the COR.
- (vi) Contractor shall analyze the results of the hand dug inspection pits for each row of gravesites to make sure that the trench can be dug continuous at the specified depth for the concrete beam headstone support system. If the trench cannot be dug at the specified depth, the contractor shall skip all shallow gravesites. The concrete beam shall not be installed unless at least four (or other determined amount by COR) consecutive gravesites are at appropriate depth.

(b) RECORD KEEPING AND REPORTING

- (i) The Contractor's Superintendent or his designee shall provide the COR(s) with weekly written accurate reports identifying the following:
  - All headstones shall be recorded by listing deceased names or headstone numbers on paper for each gravesite location and in the consecutive order of each gravesite row.
  - These lists shall be provided on not less than a weekly basis, and shall identify all of the above work that took place within the previous seven calendar days.
- (ii) The site manager shall also provide upon request a plan of action for the upcoming week, regarding headstones, locations and specific areas where work is being scheduled to occur at.

## (c) HEADSTONE ALIGNMENT:

- (i) The measurements between rows of headstones and headstones within each row may differ from one section to the next and the Contractor shall discuss with COR where this is found to occur. These measurements shall be adhered to as closely as possible. Some variances may be allowed in order to keep a uniform appearance of headstones being aligned. Headstones shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps, existing permanent control markers where available, and temporary contractor installed control markers accurately and precisely installed at the ends of each gravesite row
- (ii) The alignment crew starts on a row of headstones and headstones are chosen to be "key" stones. These keystones are ones that are visibly in line with the majority of the rest of the headstones in the row, and are as close as possible to the proper measurements for that section of headstones. "Key" stones shall be chosen and utilized at a maximum of every 10th headstone (or more frequently in areas of rolling terrain). These keystones shall then be aligned by leveling front and back and side-to-side, and raised or lowered to a height of 24-26 inches above topsoil level.
- (iii) Heavy strings or lines shall run along the backs, sides, and tops of these keystones. These lines shall be marked with the proper measurements- (size of section) for the section being aligned. All remaining headstones in the row shall then be aligned along the strings front to back and side-to-side even with the measured marks on the line. Each headstone shall also raised or lowered as necessary to ensure a uniform measurement of 24-26 inches above topsoil level. Each headstone shall be leveled and plumbed front to back and side-to-side keeping the back of the headstone along the string and the side of the headstone along the measured mark. Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8", or less.
- (iv) At the start of work in each burial section, the first row of reset/realigned headstones in each burial section will be inspected by COR for appearance, spacing, depth, alignment, plumbness, height, accuracy, and smoothness in grade transition. No further setting of headstones shall be done until this first row has been inspected and accepted by the COR. It is the Contractors responsibility to notify the COR 24 hours in advance of when each of these inspections will be needed.
- (v) The alignment of the headstones shall be checked frequently during this process because the tamping may move the headstone out of level or off the mark on the line. This process of raising and realigning shall be repeated for each row of headstones. Headstones in all completed work areas shall be firmly set and anchored in place with no movement from forces subjected by the COR. Crushed aggregate (limestone) shall be placed and compacted between the Headstone and Headstone support block to secure the Headstone in alignment. The contractor shall not substitute crushed limestone for any other form of aggregate when performing the compaction / tamping process.
- (vi) Any headstones broken or damaged by the Contractor shall be reported to the Cemetery Administrator or COR by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone replacement. All headstone replacements shall be coordinated with the COR. Any grid or sectional monuments disturbed, displaced or broken shall be replaced by the Contractor at his expense. All grid or sectional monuments disturbed, etc., shall be properly reset by a licensed land surveyor at Contractor's expense. Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the contractor during performance of contract work shall be repaired at the expense of the contractor. Repairs to the above shall be corrected by the Contractor within fourteen (14) workdays, unless otherwise agreed to with the COR.

- (vii) All measurements and string line set ups/row layouts shall be taken from existing established burial section layout control point grid monuments when these are available, not from previously set headstones, unless otherwise directed by the COR. Prior to starting work in each burial section, coordinate the correct grid control monument and grave row/grave spacing layout dimensioning requirements with COR. In irregular terrain where sloping and uneven ground conditions exist, all headstones shall be set at proper heights and levels to provide a flowing transition through uneven terrain. The completed headstones in all soil and terrain conditions shall be anchored firmly in place so that the headstones are rigid with no give or play.
- (viii) Contractor shall inspect and measure each headstone when removed and document any headstones greater in length than the standard 42". At the contractor's option and at no additional cost to the Government, the contractor can either adjust the depth of the footing to accommodate the longer headstone(s) or cut the headstone to the standard length of 42". Cutting to size shall be accomplished locally.

## I.2 HEADSTONE CLEANING:

### CLEANING OF UPRIGHT HEADSTONES:

- (i) All temporary markers, floral, commemorative or other types of decorations (arrangements) causing interference with the cleaning of upright headstones will be carefully and orderly moved from and upon completion of the cleaning of the headstones, moved back to the gravesite by the Contractor.
- (ii) Cleaning Techniques will demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etcetera and will be consistent and fully compliant with all applicable Federal, State and County laws, ordinances and regulations. General requirements for application of the cleaning product:
  - (1) As of June 2012, D/2 Biological Solution is the only authorized cleaner of marble headstones and markers at national cemeteries. General background on the use of this product can be found at the following website, but information in that report shall not be submitted for requirements in the contract: <http://ncptt.nps.gov/wp-content/uploads/Best-Practices-Final.pdf>.
  - (2) Clean water will be used to wet the stone prior to washing, to apply the cleaning product and to rinse the stone after washing. Once the stone is wet, cleaning techniques with water will include low pressure water spraying with the wand affixed with a fan tip. The distance between the fan tip and the headstone surface shall be a minimum of 12".
  - (3) When water under pressure is used, such pressure will not be greater than 500 psi and work will be accomplished in a manner that does not cause any etching of the stone surface to occur. A test cleaning will be done in an inconspicuous area of a headstone (based on age and or style) and approved by the COR prior to cleaning all like headstones and markers. The older the headstone the more likely that power washing can cause damage, lower psi (up to 200 psi) is recommended.
  - (4) Hand scrubbing may be used as needed. If manual agitation is necessary to remove soiling, only a soft bristle (synthetic or natural) brush shall be used; metal or stiff plastic shall not be used because it can scratch the stone.

- (5) Rinsing: Thoroughly rinse the headstone surface using clean, clear water under low pressure or without pressure.
- (6) Site disturbance: If water used in cleaning should soften the soil around the base of the headstone so it is loosened, care will be taken not to tip the headstone out of plumb or alignment.
- (7) Care will be taken to protect the turf area from damage. Any turf damaged by the Contractor shall be restored at Contractor's expense. Upright headstones will be set and anchored firmly in place with no movement from forces subjected by the COR or inspector after cleaning has been completed.

(iii) APPLICATION OF D/2 BIOLOGICAL SOLUTION

- (1) After wetting the headstone in accordance with paragraph (ii) above, apply a heavy spray application of "undiluted D2 Biological Solution" cleaner to all sides of the headstone. Do not dilute the cleaner with water.
- (2) Allow D/2 to soak into the stone for 20-30 minutes. Then rinse the product from all headstone surface using clean, clear water under low pressure or without pressure.
- (3) The effect of using D/2 Biological Solution will not be immediate. It will take 2 to 3 weeks for the full appearance of a clean stone to become apparent. For this reason, re treatment should not occur within (3) three weeks of the first cleaning and only with the concurrence of the COR.
- (4) Headstones that have been cleaned but become marked, discolored, dirt covered, or muddied due to subsequent contract work including but not limited to turf reestablishment issues will be re rinsed and scrubbed at no additional cost to the government. Headstones that become discolored, dirt covered, or muddied etcetera after initial cleaning has been completed but prior to overall project completion will be re cleaned at no additional cost to the government. All headstones are to be clean at the time of project completion final inspection.
- (5) The end result of this service is that the Contractor shall provide the Government "CLEAN" headstones. The definition of clean is listed above in paragraph A.5.1 - Headstone Cleaning General Information.
- (6) The clause entitled "Brand name or equal" applies only to the following line items: D/2 Biological Solution. More information on D/2 Biological Solution can be also found in the separate attachment on FBO (D2 MSDS and Data D2)

**I.3 WARRANTY:**

- (b) The Contractor is to warranty all work for a period of one (1) year after final acceptance by the government, unless normal accepted commercial practice specifies differently.
- (c) Any headstone adjust, realign, reset, and/or backfill workmanship that does not meet the specified requirements (including specified tolerance requirements) before the end of this guaranty period is to be reworked, adjusted, and corrected by Contractor at no additional cost to the government.
- (d) Work performed under the warranty shall be corrected within ten (10) workdays from receipt of notification or as directed by the COR.

ATTACHMENT - J

**SITE SURVEY**  
**Baltimore National Cemetery**  
**Baltimore, Maryland**

**J.1 GENERAL:** The contractor shall perform all surveying services necessary to provide a headstone location/elevation and topographic survey of existing at the Baltimore National Cemetery, Baltimore , Maryland (Cemetery). This survey shall form the basis for developing the final grade and installing the headstone support footing at the proper elevations in order to achieve proper headstone alignment.

**J.2 PROJECT LIMITS:** The area to be surveyed shall include the all sections or portions thereof, at the Baltimore National Cemetery that are to be renovated as part of this contract. Unless indicated on the plan or approved by the Contracting Officer (CO), the survey limits shall extend to a minimum of 20 feet beyond the sections being renovated. The survey shall locate each headstone (Upright or Flat) and record the position and elevation, and the contour of the grade.

**J.3 SUBMITTAL REQUIREMENTS:** The Contractor shall submit the following to the MSN I Engineer according to the project schedule:

- (a) An electronic copy of existing conditions: Headstone layout in reference to control monumentation, existing headstone elevations and existing topographic survey based on spot elevations.
- (b) New Headstone Elevations and finished grading plan: Based on the survey of existing headstone elevation and topographic survey, the contractor shall develop and submit for approval a final headstone elevation plan and finished grade elevation plan.

**J.4 SPECIFICATIONS FOR HEADSTONE AND TOPOGRAPHIC SURVEY:**

- (a) Contour Interval: Contours shall be indicated by broken lines, drawn at one-foot intervals, or otherwise approved or required interval.
- (b) Spot Elevations: Spot elevations shall be provided on an approximate 50 foot minimum grid pattern, and at all other appropriate locations where site features, structures, or utilities require greater detail to illustrate existing conditions. Provide spot elevations at the top and bottom of abrupt changes in grade.

--E N D--

## ATTACHMENT - K

## SURFACE RENOVATION &amp; TURF GRASS RE-ESTABLISHMENT

K.1 Turf Renovation with Sod: **As the optimum time for establishing cool season turf from sod in the Northeastern United States is from late March through early May and Late August through late November, it is strongly advised that the Contractor only perform the turf renovation portion of this project during these time periods to insure that the best possible stand of turf is provided as part of the contract.** This time period is more conducive to better overall sod establishment due to the favorable conditions which include less chance of competition with summer growing / germinating weeds, cooler temperatures and a higher chance of rainfall.

(a) General: Soil samples shall be collected from each section and be submitted to a certified soil-testing laboratory two to three weeks prior to the intended re-seeding operation to determine fertility and pH adjustment requirements. The results shall be provided to the COR for review and approval.

(i) Existing turf and weeds shall be killed, removed and replaced with new grass seed.

(ii) The area shall be expertly graded and seeded resulting in a uniform stand of turf, high quality in appearance, with the tops of all upright headstones 24 inches above the soil or to a measurement as directed by the COR.

(iii) Physical Limits of Turf Work: New sod shall be applied to the full extent of the section, or part thereof, up to the boundary limits as defined by the curbs, trees or garden edge, fence, property line or mid-way between two sections. See specifications for grading, soil preparation and distribution of seed.

(b) Vegetation Removal: After the preparatory mowings, the entire vegetated area shall be sprayed with a non-selective herbicide (Round up or equivalent).

(i) Application rate shall be at the maximum label recommended rate for the complete elimination of the existing turfgrass and weeds. Product label instructions shall be followed for elapsed time before moving to the next procedure to allow the herbicide to fully affect the plant material.

(ii) After a minimum of three or more preparatory mowings, the entire vegetated area within the sections shall be sprayed with Round-Up Pro herbicide or an equal non selective glyphosate product that will kill all existing turf and weeds. Application rate shall be the maximum label recommended rate for the complete elimination of perennial grass species and contaminant weeds. Application to be made by a licensed State of Maryland pesticide applicator. After the initial application the Contractor shall **allow 7 days for the herbicide to fully trans-locate throughout all plant parts to sufficiently kill the existing turf and weeds.** After this seven day waiting period, the sections will then be inspected by the Contractor and the COR to determine if the initial herbicide application has sufficiently killed all turf and weeds within the sections. **If the initial application has not killed all of the existing vegetation within the sections then a second application of Roundup will be applied to kill any remaining grass and weeds. Due to the fact that these sections are currently infested with numerous tough to control broadleaf weeds such as clover and wild chrysanthemum it is imperative that all of these weeds be killed before the next step in the renovation process begins.**

(iii) The area shall then be irrigated to force the growth of any remaining plant material. When there is sufficient re-growth, the area shall be retreated with the non-selective herbicide, again following the product label directions for time to elapse for the herbicide to fully affect the plants, before the start of tillage. This will take place no later than ten days (10) after the initial herbicide application.

(iv) Dead plant debris shall be removed or ground up to no larger than ½ inch and tilled to a depth of no less than 4 inches.



(c) Lines and Grades: Area shall be tilled, graded and compacted to a level to provide a smooth and flowing transition through uneven terrain and to avoid any appearance of layering of soil. Contractor shall use a laser level or similar device to maintain grade lines.

- (i) Contractor shall establish lines and grades for approval by COR or designee. Grades shall conform to elevations to provide a smooth transition at curbs, trees, planters and uninterrupted drainage flow into existing drains, and to prevent any “scalping” of the new turfgrass when mowed.
- (ii) Contractor shall request COR approval of lines and grades. Contractor shall be responsible for any additional cut and/or fill required to ensure that the site is graded to conform to elevations as determined by the COR.
- (iii) The areas within the drip lines of existing trees shall not be tilled at a depth greater than three inches or backfilled not to exceed two inches from existing grades, or as approved by the COR. Any damage to tree roots shall be avoided.
- (iv) Contractor shall protect all trees, shrubs and plants. Plant material damaged, weakened or killed during the renovation shall be replaced with its equivalent. Exceptions will be approved by the COR.

(d) Filling and back filling: Contractor shall not fill/backfill until all foreign materials have been removed from the excavation. For fill and backfill use excavated materials and/ or Contractor furnished topsoil as applicable. Contractor shall not use unsuitable excavated materials (clay, sticks, rocks, concrete, plant material etc). Soil excavated from the work area shall be acceptable, providing it meets the criteria as stated in section f. “Topsoil” below. (Note: Contractor shall till killed grass and weed material back into the soil in place of removing from site. However, if this is done, the contractor shall be responsible for removing any and all weeds and grasses not of the same variety of that which was specified and approved for a period of 6 months.)

(e) Compaction: Compact with approved tamping rollers, sheepfoot rollers, pneumatic tired rollers, steel wheeled rollers, or other approved equipment (hand or mechanized) well suited to soil being compacted. Do not operate mechanized vibratory compaction equipment, which may damage existing liners or caskets. The Contractor shall not operate trucks, tractors, and other heavy equipment in excess of five tons on any turf area except when authorized in writing by the COR(s). Sub-terrain shall be thoroughly tamped to prevent further sinkage but the soil shall not be compacted to the degree that it prevents the growth of healthy turf.

(f) Topsoil: Topsoil shall be of uniform quality, natural, friable, and compatible in texture with the existing soil to prevent a perched water table. Topsoil shall be free of: foreign matter; objects larger than 15 mm. in any dimension; toxic substances; weed seeds, any material or substances that may be harmful to plant growth, and shall be of the proper PH to produce healthy, high quality turf. The Contractor shall be responsible to control any weeds during the maintenance period. When used for fill to bring the area to the correct grade, proper soil management techniques shall be used to prevent excessive soil compaction and/or a perched water table that shall result in poor turf growth.

(g) Apply Fertilizer, Final Grading: The area shall be expertly graded and seeded to result in a uniform stand of turf, high quality in appearance.

- (i) Fertilizer and any other soil amendments essential for healthy turf growth (The fertilizer /amendment application shall be in conformance with Maryland State laws regarding the restrictions on the use of phosphorous in turf fertilizer and provide no greater than 1 pound of nitrogen per 1,000 square feet. Fertilizer shall be roto-tilled into the soil to a depth of at least 3 inches to uniformly mix fertilizer, soil amendments and topsoil as part of the finish grading operation.

- (ii) Restore the soil to an even condition before applying sod by rolling with a standard turfgrass roller filled with water. Two applications of fertilizers are required, one prior to sod application and one after the first mowing.
- (iii) The finished soil bed shall be fine in texture and firmly compacted and free of any plant or other debris greater than ½ inches. All irregularities in the finished surface shall be corrected to eliminate depressions and high spots. All finished topsoil areas shall be protected from damage from vehicular or pedestrian traffic.
- (iv) The Contractor shall install and maintain erosion control and storm water pollution prevention material/methods to meet Federal, State, and local requirements. Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations.
- (v) Valve boxes, sprinkler heads and related irrigation components are to be adjusted to the final grade.
- (vi) Complete turf renovation only after areas are brought to the final grade as approved by the COR.
  - (a) Sod Application: Sod shall be produced from Blue Tag certified seed as classified in the TPI Guideline Specifications to Certified Turf Grass Sod. The composition of the grass species in the sod shall be a mix of 100% Turf Type Tall Fescue ... consisting of a blend of at least 3 regionally adapted cultivars. Prior to delivery of sod, the contractor shall have the COR(s) inspect the work area. Any discrepancies in the ground preparation shall be corrected prior to the laying of sod in the work area.
  - (b) The sod shall be cut in rolls with the width not varying more than 0.5 inch and should be no more than 0.75 to 1 inch thick to ensure easier installation and a uniform appearance and shall be delivered to the work site the same day of installation. Contractor shall make all necessary arrangements to protect delivered sod from excessive drying and wind damage. Any sod that shows signs of yellow leaves, straw color or signs of mold or mildew may indicate that the sod has remained stacked or on pallets too long, has reduced vigor and may establish poorly. This sod shall be rejected for installation by the project COR. Sod shall be laid in rolls expeditiously without interruption, until the work area is completely sodded. Sod shall be cut and fitted around all headstones and other obstructions, butted tightly together while not overlapping. The Contractor shall also stagger the joints of each piece when installing to help keep the sod stable. In order to stabilize sod on any slopes or hills during the rooting process and to eliminate the chances of erosion, the Contractor shall use sod pins in adequate amounts during sod installation to secure the sod until rooting has taken place. All sod shall be rolled by the Contractor to smooth the surface and bring the bottom of the sod layer into proper contact with the soil surface.
  - (c) As sod is a living turf with a limited root system, the Contractor shall make sure to keep the soil bed and sod moist until a new root system develops. The sod shall be watered within 20-30 minutes of installation with a thorough irrigation to a four inch depth to keep the sod adequately moist. Until the root system of the new sod begins to develop the sod shall need to be irrigated often enough to keep the sod pad moist. This shall require irrigating 0.25 inch per day for the first week after the installation. After the root system has developed, the Contractor can reduce the irrigation frequency and irrigate to a depth of 4 inches every 3-4 days depending on current temperature and weather conditions.
- (i) Irrigation Systems: After installing sod, the Contractor shall ensure that all irrigation heads, control boxes, and related components are at finished grade, aligned correctly and in proper working order (if applicable). Any damage to the irrigation system caused by the Contractor shall be repaired by the Contractor in a timely manner to prevent loss of turf at no cost to the Government.
- (j) Installed Irrigation Systems (If Applicable): Cemetery personnel will test and demonstrate to the Contractor all irrigation systems and hardware prior to the start of work in any area. This inspection shall be documented in the

weekly work report. The Contractor shall remove store and cap the irrigation heads while work is in progress. The Contractor shall replace irrigation heads at ground level consistent with finish grade and in correct alignment, make all adjustments, repairs or corrections required to complete the renovation; ensuring all irrigation lines are free of foreign matter and return the irrigation system and hardware to a level which shall correctly water new and existing vegetation.

(k) Requests to Irrigate: Requests to irrigate newly applied sod, to include amount and frequency, shall be made to and approved by the Cemetery Director, or her designee. Access to and programming of the irrigation control boxes will be performed by cemetery personnel at the direction of the Cemetery Director or designee. Contractor shall not manually override the electronic irrigation control system unless specifically authorized to do so by the Cemetery Director, or her designee. **The Baltimore National Cemetery does not have an automated in ground irrigation system.**

(l) Erosion, Particulate Matter Control and Storm Water Run Off: Contractor shall Install and maintain erosion control material/methods to meet Federal, State, and local requirements. Copies of these requirements will be reviewed by contacting the COR(s). As necessary, the Contractor shall install measures including, but not limited to, sedimentation fences and protection of storm drain inlets. Contractor shall is solely responsible to meet with all Federal, State and local requirements for air quality, dust and particulate matter control. The Contractor shall be fully responsible for the control of any dust carried by the wind and shall take the appropriate preventative measures.

## K.2 Turf Establishment Period:

(a) The Establishment Period for turf shall begin immediately after complete sodding of a section(s) with the approval of the COR or designee, and continue for 60 days, at which time the Government will perform the final "turf inspection" and acceptance for that particular section(s). For example, if sod in section R is installed on August 30th then the Contractor is required to water the sod as needed to maintain its overall health, germination and vigor until October 30th.

(b) During the 60 days Turf Establishment Period, the Contractor shall:

(i) Eradicate all weeds. Fertilize, re-sod, and perform any other operation necessary to promote the growth of uniform, healthy, high quality turf. The Contractor shall irrigate to keep the sod moist and healthy to promote rooting but shall be also responsible to carefully conserve water. An established turf area will be an area that has 95% of sod applied that is fully rooted, healthy and growing. The turf area will be free of any large bare areas and also generally free of any broadleaf or grassy weeds.

(ii) Replant areas void of turf 1/2 ft<sup>2</sup> (one –half square foot) and larger in area.

(iii) Begin mowing with newly sharpened mower blades when grass is 100 mm (4 inches) high to a height of 65 mm (2-1/2 inch to 3 inches) and maintain the turf at that height. Never remove more than 1/3 the leaf surface in a single mowing.

(iv) Turf shall also be trimmed around the headstones to the same height of the surrounding turf without scalping.

## K.3 Clean Up and Repair Of Damaged Areas:

(a) Upon completion of the work, the Contractor shall remove all debris, rubbish, and excess material from Cemetery Property.

(b) A temporary storage site shall be provided by the cemetery for short-term storage. Contractor shall provide own storage container for tools, equipment, and materials purchased for performance on this contract. Storage container shall not exceed 22 ft in length and can only be placed where approved by COR.

- (c) At the end of each day the Contractor shall remove all debris from the work site to disposal areas. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor shall be removed from paved areas and is kept clear of vehicular and pedestrian traffic throughout the site. The Contractor shall not dispose of organic matter on site. The Contractor shall be fully responsible for disposal of debris. The Government will not provide receptacle(s) for disposal of debris related to this contract. All unsuitable/unusable materials shall be disposed of off station.
- (d) Contractors shall be responsible for cleaning any cemetery structures that are soiled or stained as a result of contractor's performance. The Contractor shall wash-down with water all soiled or stained structures and grounds at the end of each workday. No chemicals shall be used during the wash down. The Contractor shall bear all costs associated with washing and cleaning. Any such soiled or stained areas shall be brought to the immediate attention of the COR(s) prior to washing/cleaning.
- (e) In areas where planting and turf work have been completed, clear the area of all debris, spoil piles, and containers. Clear all other paved areas when work in adjacent areas is completed. Remove all debris, rubbish and excess material from the Cemetery.
- (f) The contractor and COR(s) will inspect the trees and shrubbery of a scheduled renovation area prior to the start of the renovation and note all abnormalities or existing conditions. Another inspection will be conducted after the completion of the renovation and the contractor shall make all corrective actions to any noted damage. A licensed arborist shall complete all corrective actions to damaged trees at the Contractor's expense.
- (g) Where existing or new turf areas have been damaged or scarred during planting and construction operations, the Contractor shall restore disturbed area to their original condition.

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## ATTACHMENT – L

## CONSTRUCTION RELATED DEAD TREE REMOVAL

SERVICE REQUESTS

- (a) Service Requests may include (but are not limited to) complete tree removal / stump grinding, pruning / removal of dead or severely declining trees and clean-up of debris. All such service requests shall be as determined necessary by the Government COR.
- (b) Procedure: Upon request, Contractor shall submit a written proposal to the COR estimating the amount of time (hours) necessary to accomplish the work involved. The Contractor's proposal shall be approved in writing by the COR prior to commencement of work. All work and services shall be performed at the fixed hourly rate indicated in the Price Schedule. VA National Cemetery reserves the right to purchase services from sources other than the Contractor when determined to be in the best interest of the Government.
- (c) TREE REMOVAL / STUMP GRINDING: Where circumstances warrant the complete removal of a tree(s), removal shall be accomplished under the instruction and guidance of a Certified Arborist provided by the Contractor. All trees shall be topped prior to falling and all limbs over 3 ½" in diameter must be lowered to the ground by ropes. The stumps are to be ground to a maximum of 4" below soil level, or to the lateral roots, if reached before the specific depth. The Contractor shall never grind the stumps to the depth that would interfere with the roots of any adjacent tree(s) that the Government intends to retain. The cavity of the stump is to be filled with topsoil and tamped to meet the existing grade.

All wood chip particles and debris from the tree removal shall be cleaned up thoroughly and removed from the cemetery. The Contractor shall take every precaution to prevent any falling branches or trees from damaging any headstones, adjacent plant material or structures. All stumps shall be removed using stump-grinding equipment. Stumps and all surface roots shall be ground to at least 4" below the soil surface and all ground stump/root wood shall be removed. The hole shall be filled with topsoil, compacted, and then seeded in accordance with contract specifications. All chips and debris from stump removal shall be taken offsite the same day of the work and shall be properly disposed of.

--- END---

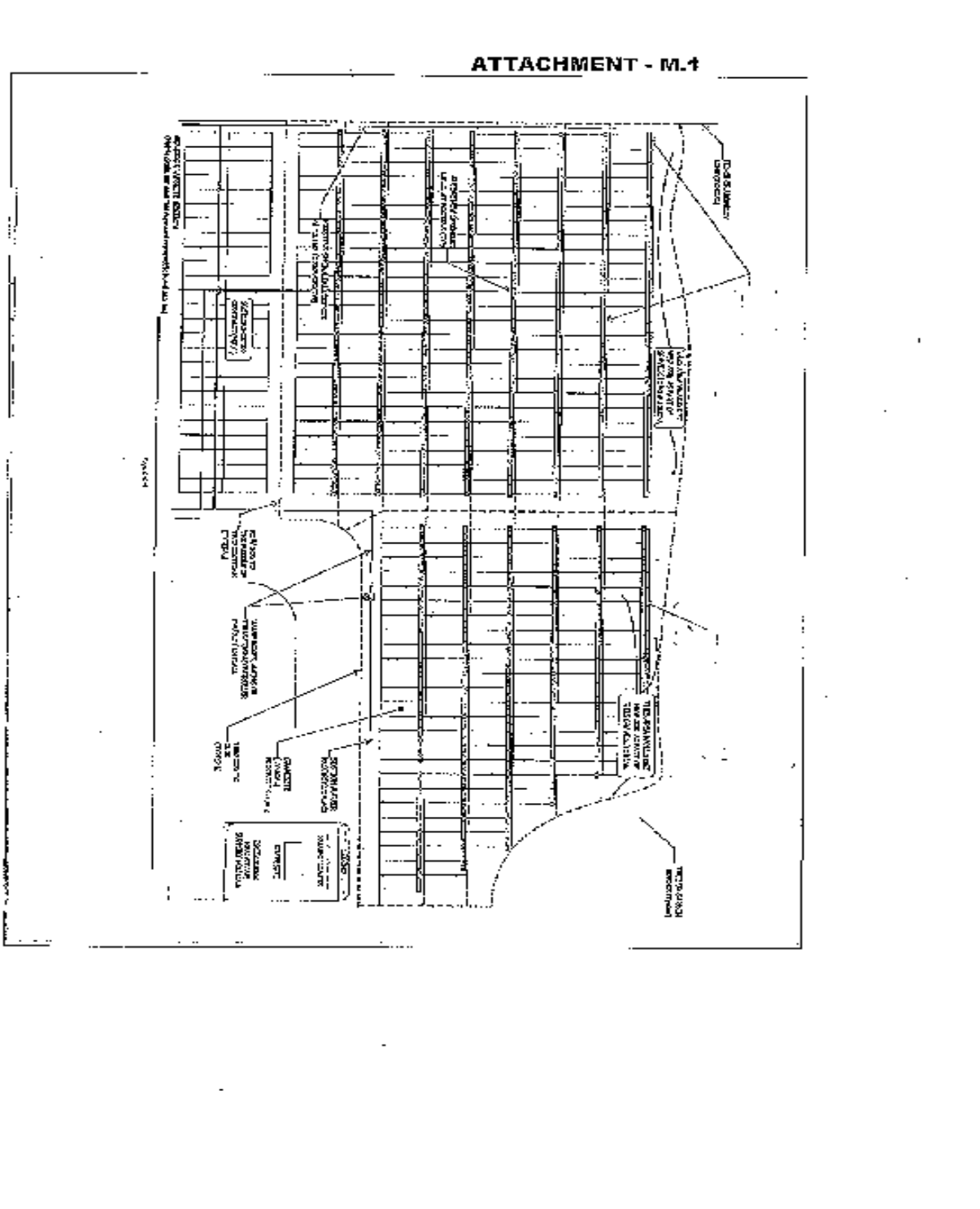
## ATTACHMENT – M

**BALTIMORE CONTRACT DRAWINGS**

1. Prior to the start of any excavation, perform survey of the section(s) and submit to Contracting Officer & COR for approval.
2. All existing topography, underground utilities, structures and associated facilities shall be protected from damage. Contractor is to verify all existing structures and facilities and notify engineer of any conflicts or discrepancies prior to starting of work.
3. Contractor shall complete all work for the first three adjacent gravesite rows as identified by the COR for inspection and approval. Once these rows are accepted, the contractor shall be authorized to begin work on the remaining gravesites. However, no more than ten rows shall be renovated at one time unless approved by the contracting officer in writing.
4. The contractor shall subscribe to all government regulations and shall obtain all necessary public agency permits. The contractor, by using these plans for their work, agree to hold harmless engineer, their employees and agents and against any and all liability, claims, damages and the cost of defense arising out of contractors performance of the work described herein, but not including the sole negligence of the owner, his agents, the engineer, his employees and agents.
5. Stockpiled topsoil which is not replaced during construction shall be removed from the site at the contractor's expense.
6. No burning or incineration of rubbish will be permitted on site.
7. The contractor shall provide for the safe and orderly passage of traffic and pedestrians where his operations abut public thoroughfares and adjacent property. Where roads are closed for construction, the contractor shall provide directional signage of appropriate size and height and placed at the construction boundary fence or as directed by the COR.
8. Construction operations shall be conducted in such a way as to prevent tracking of mud or soil onto public thoroughfares. At the end of each day, the contractor shall clean up all mud or soil which has been tracked onto public and cemetery streets.
9. Prior to new work the contractor shall field check all dimensions and elevations and verify the location and elevation of existing utility lines and structures within the area of work. Discrepancies shall be reported to the COR immediately. All field tiles encountered during excavation shall be repaired where practical and promptly reported to the engineer.
10. Before excavating over or adjacent to any existing utilities, notify the owner of such utilities to ensure that protective work will be coordinated and performed by the contractor in accordance with the requirements of the owner of the utility involved. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during this operation. They shall be safeguarded, protected from damage and supported if necessary.
11. All sediment shall be prevented from entering any existing storm drainage system. The contractor shall be responsible for removing sediment resulting from this project from storm sewers and drainage structures.
12. Areas outside the construction limit line impacted by operations of the contractor shall be returned to the state it was found prior to new construction, except where new work is shown.
13. All trees shall be protected to the extent possible from damage to trunks, branches and roots. Cutting of tree roots is allowed to the limits of the trenches where new footing is to be placed.
14. Street paving and curbs shall be protected from damage, and If damaged, shall be replaced promptly in conformance with VA standard specifications in materials and workmanship.
15. Provide smooth vertical curves through high and low points. Provide uniform slopes between new and existing grades. Avoid ridges and depressions.
16. Contractor shall maintain accurate records of all underground utility construction and submit "record" information to engineer for use in preparing "record drawings".

17. Contractor shall be responsible for taking topsoil samples and testing the topsoil to determine necessary additives required for proposed plantings. Landscape contractor shall supply all additives in sufficient quantities to satisfy the recommendations of the testing lab. If topsoil test recommendations conflict with the specifications, landscape contractor shall notify COR before proceeding with work. Supply copies of lab reports and recommendation to COR for review.
18. Contractor shall take necessary precautions to prevent injury to all plant materials during digging, handling, planting and maintenance operations.
19. Landscape contractor shall submit detailed maintenance instructions for seed, turf areas and plant materials to the COR one (1) month prior to the end of the guarantee period.
20. Inspect and test sprinkler system within work area prior to starting any work to verify in working condition. Document and submit to the COR and Contracting Officer any part not in good working condition. Protect existing sprinkler system. Contractor damage will be repaired by contractor at contractor's expense. Sprinkler lines and heads affected by the placement of the new footing shall be replaced with new. Turn over old sprinkler heads to cemetery. Dispose of old piping. Sleeve footing for new sprinkler piping that crosses footings.
21. The generic gravesite section detail defines and depicts the work area limits of various gravesite rows within a typical gravesite section. It does not depict any particular section at the cemetery.
22. Physical Limits of Turf Work: New sod shall be installed to the full extent of the section, or part thereof, up to the boundary limits as defined by the curbs. Tree or garden edge, fence, property line or mid-way between two sections. See specifications for grading, soil preparation and installation of sod.
23. A typical "Headstone Headstone Support Row" includes the headstone support footing, the associated gravesites that particular headstone footing supports and the area out of the turf boundary limits of that particular headstone support row. See typical gravesite section layout and detail in attachments M.1 and M.2.

ATTACHMENT - M.1





ATTACHMENT – M.2 (see additional PDF copy of same attachment in posted separate FBO)

**Office of  
Facilities  
Management**

## ATTACHMENT N

### CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES:

#### (a) Contract Discrepancy Report (CDR)

- i. For serious contract performance deficiencies, or when less formal communications fail to resolve minor performance deficiencies, the COR will issue a Contract Discrepancy Report (CDR) to the Contractor. The criticality of the offense(s) will govern whether to issue the CDR immediately or at the end of the monthly invoicing period.
- ii. The CDR will require the Contractor to respond in writing why the performance was unacceptable, what corrective actions have been/will be taken to fix the discrepancy, and how avoidance of a recurring problem will be prevented in the future.
- iii. If the Contractor does not achieve satisfactory performance by correcting the discrepancy identified in the CDR by the end of the next period or agreed suspense date, further actions may be considered by the Contracting Officer, to include a determination on whether continued performance by the contractor is feasible.
- iv. The contractor shall be held to the full performance of the contract. The COR will not approve the payment of invoices for items which were not completed in compliance with the specifications outlined in this Statement of Work.
- v. When a CDR is issued for a service, the Contracting Officer and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".
- vi. The COR will consult the Contracting Officer prior to submission of CDRs and also include the Contracting Officer on all correspondence pertaining to the CDR until the discrepancy is resolved
- vii. 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.

# CONTRACT DISCREPANCY REPORT

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

(End of Work Statement)

## SECTION C - CONTRACT CLAUSES

### C.1 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).

852.273-75	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	(INTERIM- OCTOBER 2008)
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### C.2 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.

### 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 at 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 will 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 shall 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 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 of the FAR;

(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 FAR 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 shall 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 Use 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.

- (i) 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**

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

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

#### **C.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)

**FAR Number    Title**

**Date**

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 POSTCONSUMER FIBER CONTENT 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
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-16	APPROVAL OF WAGE RATES	FEB 1988
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-2	INSPECTION OF SUPPLIES -- FIXED-PRICE	AUG 1996
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-73	BRAND NAME OR EQUAL	JAN 2008
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008

### C.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through September 30, 2020.

(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.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25,000.00;

(2) Any order for a combination of items in excess of \$75,000 or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## **C.7 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 will order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2020.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

## C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department

regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

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

(End of Clause)

## **C.12 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**

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

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

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

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

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

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

(End of Clause)

## **C.13 852.203-71 DISPLAY OF VA 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.14 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 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 (Dec 2014)
- (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, 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:

*[Contracting Officer check as appropriate.]*

- ☒ (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 2011) (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 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 (Oct 2015) (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 Television (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) (E.O. 13513).
- ☐ (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.

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

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

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

\_X\_ (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:

[Contracting Officer check as appropriate.]

\_X\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_X\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_X\_ (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).

Employee Class	Monetary Wage-Fringe Benefit
Grounds Maintenance Worker WG-3, step 1	\$14.30
Ground Maintenance Worker WG-5 , step 1	\$16.62
Ground Maintenance Supervisor / Forman WS-7, step 1	\$25.62

\_X\_ (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).

X   (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).

  X   (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 (1) 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 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)

*Alternate I (Feb 2000).* As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

*Alternate II (Apr 2015).* As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (A) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 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.
- (D) 52.222–21, Prohibition of Segregated Facilities (Apr 2015).
- (E) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (F) 52.222–35, Equal Opportunity for Veterans (Jul 2010) (38 U.S.C. 4212).
- (G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (H) 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.
- (I) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (J) \_\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

- (K) 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).
- (L) 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).
- (M) 52.222–54, Employment Eligibility Verification (Aug 2013).
- (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E. O. 13658).
- (O) 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.
- (P) 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. **(End of Clause)**



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

### 4.1 - ATTACHMENT A

#### Service Act Wage Determination

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

Service Contract Act  
Wage Determination No.: 2005-2247  
Revision No.: 18  
Date of Revision: 12/29/2015

### 4.2 - ATTACHMENT B

#### Davis Bacon Act Wage Determination

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

Davis Bacon Act  
General Decision Number: MD160008 01/08/2016 MD8

### 4.3 – ATTACHMENT C

Past Performance Questionnaire (2 pages)

**4.1 ATTACHMENT A –SERVICE WAGE DETERMINATION**

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

WD 05-2247 (Rev.-18) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/05/2016

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

Daniel W. Simms	Division of	Wage Determination No.: 2005-2247
Director	Wage Determinations	Revision No.: 18
		Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.23
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.40
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03

01280 - Receptionist	14.43
01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.13
01410 - Supply Technician	28.55
01420 - Survey Worker	20.03
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.54
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.89
05130 - Motor Equipment Metal Mechanic	24.10
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.10
05220 - Motor Vehicle Mechanic Helper	18.92
05250 - Motor Vehicle Upholstery Worker	21.81
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	13.77
05400 - Transmission Repair Specialist	24.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.72
07260 - Waiter/Waitress	9.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.13
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	17.69
09090 - Furniture Refinisher Helper	15.15
09110 - Furniture Repairer, Minor	16.42
09130 - Upholsterer	18.63
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.76
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	19.56
12011 - Breath Alcohol Technician	19.44
12012 - Certified Occupational Therapist Assistant	24.54
12015 - Certified Physical Therapist Assistant	23.03
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	36.35
12030 - EKG Technician	26.77

12035 - Electroneurodiagnostic Technologist	26.77
12040 - Emergency Medical Technician	20.27
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	16.90
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.08
13012 - Exhibits Specialist II	23.63
13013 - Exhibits Specialist III	28.91
13041 - Illustrator I	20.12
13042 - Illustrator II	24.91
13043 - Illustrator III	30.48
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	15.59
13072 - Photographer II	18.64
13073 - Photographer III	23.09
13074 - Photographer IV	25.14
13075 - Photographer V	30.39
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06

15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.73
15090 - Technical Instructor	21.53
15095 - Technical Instructor/Course Developer	28.96
15110 - Test Proctor	19.37
15120 - Tutor	19.37
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.49
19040 - Tool And Die Maker	23.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	14.44
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	14.98
21150 - Stock Clerk	17.06
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.97
23021 - Aircraft Mechanic I	25.69
23022 - Aircraft Mechanic II	26.97
23023 - Aircraft Mechanic III	28.33
23040 - Aircraft Mechanic Helper	18.03
23050 - Aircraft, Painter	21.98
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.54
23120 - Bicycle Repairer	13.77
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	21.27
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.07
23183 - Electronics Technician Maintenance III	27.06
23260 - Fabric Worker	20.30
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	18.92
23311 - Fuel Distribution System Mechanic	25.38
23312 - Fuel Distribution System Operator	21.21
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.69
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	19.39
23392 - Gunsmith II	21.13

23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.72
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.56
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	23.58
23465 - Laboratory/Shelter Mechanic	21.91
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	21.87
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	23.58
23592 - Metrology Technician II	24.42
23593 - Metrology Technician III	25.12
23640 - Millwright	26.16
23710 - Office Appliance Repairer	21.24
23760 - Painter, Maintenance	21.91
23790 - Pipefitter, Maintenance	23.64
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	24.07
23870 - Scale Mechanic	21.13
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	21.13
23931 - Telecommunications Mechanic I	28.17
23932 - Telecommunications Mechanic II	31.26
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	19.39
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.73
24580 - Child Care Center Clerk	15.95
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	15.66
24630 - Homemaker	17.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.24
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	24.24
25190 - Ventilation Equipment Tender	19.21
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.17
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	17.85
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	17.85
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.84
28042 - Carnival Equipment Repairer	12.31
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56

28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.33
28690 - Swimming Pool Operator	15.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.75
29020 - Hatch Tender	22.75
29030 - Line Handler	22.75
29041 - Stevedore I	21.24
29042 - Stevedore II	24.15
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	19.80
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	26.85
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	27.98
30361 - Paralegal/Legal Assistant I	20.82
30362 - Paralegal/Legal Assistant II	25.78
30363 - Paralegal/Legal Assistant III	31.54
30364 - Paralegal/Legal Assistant IV	38.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	15.46
31030 - Bus Driver	20.85
31043 - Driver Courier	14.33
31260 - Parking and Lot Attendant	10.80
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	12.25
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.30
31364 - Truckdriver, Tractor-Trailer	19.30
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.16
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.24
99252 - Laboratory Animal Caretaker II	12.28
99310 - Mortician	29.35

99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	16.17
99711 - Recycling Specialist	18.01
99730 - Refuse Collector	15.26
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	11.95
99832 - Surveying Technician	18.23
99840 - Vending Machine Attendant	14.42
99841 - Vending Machine Repairer	17.79
99842 - Vending Machine Repairer Helper	14.42

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and



related to user or system design specifications;

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol>.

gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

#### Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

END

**4.2 - ATTACHMENT B - DAVIS BACON ACT WAGE DETERMINATION**

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

General Decision Number: MD160008 01/08/2016 MD8

Superseded General Decision Number: MD20150008

State: Maryland

Construction Type: Highway

County: Baltimore County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

SUMD2015-005 09/15/2015

	Rates	Fringes
CARPENTER.....	\$ 26.01	12.55
CEMENT MASON/CONCRETE FINISHER...	\$ 24.61	9.64
ELECTRICIAN.....	\$ 37.69	14.65
IRONWORKER, REINFORCING.....	\$ 27.05	17.31
IRONWORKER, STRUCTURAL.....	\$ 26.97	15.87
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 18.39	5.87
LABORER: Concrete Surfacers.....	\$ 21.20	5.87
LABORER: Grade Checker.....	\$ 19.11	16.35
LABORER: Luteman.....	\$ 20.15	6.40

LABORER: Mason Tender - Cement/Concrete.....\$ 19.11	16.35
LABORER: Pipelayer.....\$ 20.65	6.06
LABORER: Common or General, Includes Flagger.....\$ 17.20	6.96
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 26.45	12.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 23.49	12.15
OPERATOR: Boom.....\$ 23.49	12.15
OPERATOR: Broom/Sweeper.....\$ 23.49	12.15
OPERATOR: Bulldozer.....\$ 26.45	12.15
OPERATOR: Crane.....\$ 30.30	15.30
OPERATOR: Distributor.....\$ 23.24	1.88
OPERATOR: Gradall.....\$ 27.45	12.15
OPERATOR: Loader.....\$ 26.45	12.15
OPERATOR: Milling Machine.....\$ 26.45	12.15
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 25.55	12.15
OPERATOR: Piledriver.....\$ 26.01	12.55
OPERATOR: Roller.....\$ 25.55	12.15
OPERATOR: Screed.....\$ 21.99	3.56
PAINTER: Bridge.....\$ 33.23	9.40
SCAFFOLD BUILDER.....\$ 26.01	12.55
TRUCK DRIVER: Dump Truck.....\$ 22.00	0.00
TRUCK DRIVER: Flatbed Truck.....\$ 19.10	0.00
TRUCK DRIVER: TackTruck.....\$ 22.94	7.87
TRUCK DRIVER: Water Truck.....\$ 25.70	6.96

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**4.3 - ATTACHMENT C – PAST PERFORMANCE QUESTIONNAIRE**

Past Performance Questionnaire, Solicitation: VA786-16-R-0090

**INSTRUCTIONS:** -Offeror to complete boxes 1 through 7 before sending to past customer.-Boxes 8 through 10 to be completed by past customer of Offeror and returned to: [iris.chen1@va.gov](mailto:iris.chen1@va.gov) no later than the date provided by the solicitation. NOTE: It is incumbent upon the offeror to have the customer send the completed questionnaire to email address above by the submission deadline.

1. Contractor Name and Address:		2. Contract No.	3. Contract Type:
		4. Contract Value (Current plus any unexercised Options)	7. Period of Performance
1b. Point of Contact & Contact Information		5. Customer Name:	FROM:
		6. Customer Point of Contact Information (email)	TO:
8. DESCRIPTION OF REQUIREMENT:			
9. RATINGS - Summarize contractor performance and check the box corresponding to the performance rating for each category. See page 2 for rating descriptions.			
(a) QUALITY	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(b) SCHEDULE	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(c) COST/PRICE CONTROL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(d) BUSINESS RELATIONS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(e) MANAGEMENT OF KEY PERSONNEL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
10. OVERALL RATING:			
NAME AND SIGNATURE OF EVALUATOR			EVALUATION DATE

## RATING GUIDELINES

PAGE 2 OF 2

<b>Rating</b>	<b>Definition</b>
5. Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
4. Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
3. Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
2. Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
1. Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(End of Section)



## 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 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) 697/2197, 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 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://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for 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 will 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 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 rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

**E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS – REPRESENTATION (DEVIATION 2015-02) (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 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 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.3 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 proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

#### **E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

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

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

Iris Chen  
Contracting Officer  
Hand-Carried Address:

Department of Veterans Affairs  
National Cemetery Administration  
NCA Contracting Service (41D3A), NAD  
5000 Wissahickon Ave  
Philadelphia, PA 19144

Mailing Address:

Department of Veterans Affairs  
National Cemetery Administration  
NCA Contracting Service (41D3A), NAD  
5000 Wissahickon Ave  
Philadelphia, PA 19144

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

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

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

Kimberly Brockman Cemetery Director..... (410) 644-9696

James Hargrave, Cemetery Caretaker..... (410)-644-9696

Mike Lecza, COR ..... (410)-644-9696

(End of Provision)

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

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

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

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

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

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

(End of Provision)

### **E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier



and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(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>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	DEC 2012

(End of Addendum to 52.212-1)

### **E.11 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 conforms to the requirements of the solicitation and proposes products/services within the scope of the Schedule of Supplies/Services and Statement of Work sections of the solicitation, which will be most advantageous to the Government, price and other factors considered.

The following factors will be used to evaluate offers: Non Price Factors (1) Technical Qualifications; (2) Past Performance; and Price. Overall, factors 1 & 2 are weighted equal to one another and when combined are more important than price.

(b) *Options.* N/A

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

(End of Provision)

### **Addendum to FAR 52.212-2**

#### **Evaluation Process:**

**Technical Qualifications:** Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW. The proposal should not simply restate the Government's requirements, but it should describe, in detail, how the Offeror intends to meet the requirements. In particular, offerors must provide information for the following sub-factors:

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

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

**NOTE:** The offeror is responsible for providing three (3) references of their choosing using a copy of Attachment B in Section D (Past Performance Questionnaire) for their completion and their submission back to the Contracting Officer for review. The completed questionnaires shall be emailed to: [iris.Chen1@va.gov](mailto:iris.Chen1@va.gov) no later than **2 days** after the solicitation's closing date and time. The references chosen by the offeror should be selected based on past projects of the same or similar work. The source selection authority shall determine the relevance of similar past performance information.

Technical and past performance are weighted equal to one another and when combined are more important than price.

**Price:**

- The Government will evaluate offers by adding the total of all line item prices. Price analysis will be conducted to determine a fair and reasonable price. Price may be compared against the Independent Government Estimate (IGE) or against the average mean of the offers received to determine too low or too high offers. The Government reserves the right to use any standard or acceptable method to determine price realism.

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

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

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

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

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

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

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

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

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

4. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this

solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

**NOTE:** if for some reason you want to edit your submission in vendors portal, you must resubmit all documents again. Adding a document might delete the previous submittal.

**5. The proposal package should contain the following:**

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

See table below to summarize how to submit a proposal. Please upload all documents as one file except the no logo tech proposal, which should be separate.

Volume	Factor	File Name on CD	Page Limitations
Volume I	Technical/Management Approach, include Required Cert., Licenses, Resumes, Etc.	Tech.doc/pdf	20
Volume II	Price Schedule	Price.xls/pdf/doc	No Limits
Volume III	Signed SF-1449, Bonding, Insurance, other docs, FAR Provision 52.212-3, etc.	ReqDocs.doc/pdf	No Limits
Volume IV	Past Performance – via email already filled	Past Perf.doc/pdf	Up to 6 page narrative for Prime and 6 pages each Sub (if any).

All questions pertaining to this solicitation shall be submitted via email to [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) no later than 03/08/2016 at 1:00 PM EDT. Responses to all questions received by this date will be posted on FedBizOops within two (2) business days following 03/08/2016. No questions will be answered by phone calls and no questions will be accepted after that date.

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

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, 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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation 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 \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to 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.

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

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

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(10) 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone 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) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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; and

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

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

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

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

## (1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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](mailto:CISADA106@state.gov).

(2) Representation and Certification. 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 \$3,500 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)

*Alternate I (Oct 2014).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.