

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 9236-000011		PAGE 1 OF 131	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-16-R-0099	
6. SOLICITATION ISSUE DATE 2/23/2106		7. FOR SOLICITATION INFORMATION CALL: a. NAME KENNETH DOUGHERTY		b. TELEPHONE NO. (No Collect Calls) KENNETH.DOUGHERTY@VA.GOV		8. OFFER DUE DATE/LOCAL TIME 3/21/2016 4:00 PM	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 561730 SIZE STANDARD: \$7.5 MILLION			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO GREAT LAKES NATIONAL CEMETERY 4200 BELFORD RD. HOLLY, MI 48442				16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY www.tungsten-network.com/customer-campaigns/veterans-affairs/		CODE 43C1	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				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
	THE CONTRACTOR SHALL PROVIDE RAISE AND REALIGNMENT SERVICES GREAT LAKES NATIONAL CEMETERY LOCATED AT: 4200 BELFORD RD. HOLLY, MI 48442 CONTRACTOR WILL HAVE 365 DAYS FROM THE DATE OF THE RECEIPT OF THE NOTICE TO PROCEED TO COMPLETE THIS PROJECT ALL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED VIA EMAIL TO KENNETH.DOUGHERTY@VA.GOV BY 12:00 PM ON 3/17/2016. QUESTIONS WILL NOT BE ADDRESSED OR ANSWERED OVER THE PHONE. SEE SCHEDULE ON PAGES: DUNS# _____ TAX ID# _____ EMAIL: _____ PHONE: _____ SUBMIT PROPOSAL VIA VA eCMS VENDOR PORTAL WEBSITE AT: HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV THIS IS A 100% SET ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOB) ONLY. (Use Reverse and/or Attach Additional Sheets as Necessary)			0			
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<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) KENNETH DOUGHERTY CONTRACTING OFFICER		31c. DATE SIGNED	

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SECTION A – CONTINUATION OF SF1449 BLOCKS

A.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
Department of Veterans Affairs
National Cemetery Administration (NCA)
75 Barrett Heights Rd. Suite 309
Stafford, VA 22556

Kenneth.dougherty@va.gov

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

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

NOTE: awardee must use electronic invoicing system: also the Tungsten Network weblink and information can be seen below

www.tungsten-network.com/customer-campaigns/veterans-affairs/ additionally all vendor must be registered in SAM (SYSTEM FOR AWARD MANAGEMENT) when proposal submitted
<https://www.sam.gov/portal/public/SAM/#1>

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 mailed to the following address:

All invoices from the contractor shall be sent electronically by following instruction as stated at website:
www.tungsten-network.com/customer-campaigns/veterans-affairs/ See VAAR clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012) on p. 75 for more information.

Contents of Invoice:

- Contractor Information (Name, Complete Address, Telephone Number, Taxpayer Identification Number)

- Date of Invoice
- Invoice Number
- Purchase Order Number (Only one purchase order may be included on each invoice submitted)
- Cemetery Name
- Unit Cost
- Total Invoice Amount
- What Was Provided

5. SOLICITATIONS:

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

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

- a. 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.
- b. 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. 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.
- c. 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, Kenneth M. Dougherty, at kenneth.dougherty@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.
- d. 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, 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 10. CAUTION - LATE Submissions, Modifications, and Withdrawals. 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.

- e. The proposal package should contain the following:
 - i. SF1449 with completed blocks 14, 15, 16, 17, 18, 19, & 20(a, b & c) and DUNS number entered in block 10;
 - ii. Acknowledgement of any amendments;

The following items shall be addressed and submitted in **four (4)** separate files:

VOLUME I.A: Technical Proposal and Past Performance Narrative addressing evaluation factors (see FAR Clause 52.212-2) and Statement of Work (SOW) requirements;

VOLUME I.B: A Redacted copy of the Technical Proposal which does not include any information which can be used to identify the offeror, e.g., Company Name, DUNS, mailing address, personnel's names, etc.,

VOLUME II: Price Proposal for all items in the schedule;

VOLUME III: SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc. Completed FAR Provision 52.212-3 "Certifications and Representations" or indicate whether contractor has completed the annual representations and certifications electronically at <http://sams.gov>.

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 and removed from further consideration.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN THIS SECTION PRIOR TO THE TIME SPECIFIED IN BLOCK 13 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

- **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.

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on Electronic File	Page Limitations
Volume I.A	Technical/Management Approach & Past Performance Narrative	Tech.doc/pdf	20
Volume I.B	REDACTED: Technical/Management Approach, Required Cert., Licenses, Resumes & Past Performance Narrative Remove all Information which identifies the Company & its Personnel	Tech.doc/pdf	20
Volume II	Price	Price.xls/pdf/doc	No Limits
Volume III	SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc.	ReqDocs.doc/pdf	No Limits

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.**

804.1102 Vendor Information Pages (VIP) Database.

Prior to January 1, 2012, all VOSBs and SDVOSBs must be listed in the VIP database, available at <http://www.VetBiz.gov>, and also must be registered in SAM.gov (see 48 CFR subpart 4.11) to receive contract awards under VA's Veteran-owned Small Business prime contracting and subcontracting opportunities program. After December 31, 2011, all VOSBs, including SDVOSBs, must be listed as verified in the VIP database, and also must be registered in the SAM to be eligible to participate in order to receive new contract awards under this program.

VAAR 819.7003 Eligibility

- (a) Eligibility of SDVOSBs and VOSBs continues to be governed by the Small Business Administration regulations, 13 CFR subparts 125.8 through 125.13, as well as the FAR, except where expressly directed otherwise by the VAAR, and 38 CFR verification regulations for SDVOSBs and VOSBs.
- (b) At the time of submission of offer, the offeror must represent to the contracting officer that it is a—
 - (1) SDVOSB concern or VOSB concern;
 - (2) Small business concern under the North American Industry Classification System (NAICS) code assigned to the acquisition; and
 - (3) **Verified for eligibility in the VIP database.**

NOTE: Vendors not registered in the VIP database by the closing date of the solicitation will be determined to be technically unacceptable and ineligible for award under this solicitation.

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: (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause. This is a solicitation for commercial items prepared in accordance with the format in FAR 12.3. The contract will be awarded by Government to furnish aeration and topdress application services. All quantities shown in the schedule are estimated. Therefore, there is no guarantee, stated or implied, as to the actual quantities that will be purchased under this contract.

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

The government anticipates awarding this solicitation as a firm 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 firm fixed price contract in accordance with FAR 52.216-1 Type of Contract. Ground Maintenance services involve non-personal services. The personnel rendering the services 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. This is not a Lowest Price Technically Acceptable (LPTA) evaluation process (see evaluation criterion).

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 365 calendar days. Contractor will 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 the VA Contracting Officer's Representative (COR).

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

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. **If you plan to conduct a site visit / inspection of the Great Lakes National Cemetery, YOU MUST CONTACT** Mr. John Shilling, Foreman at (248) 328-0386 or email John.shilling@va.gov **to make arrangements.**

15. POST AWARD CONFERENCE: Prior to commencement of work, contract awardee is required to 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. CONTRACT SURVEILLANCE: 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 (Attachment B). 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. 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. 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".

17. 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.

18. 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

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

LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:

This solicitation includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause.

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the

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

SECTION B: PRICE SCHEDULE AND STATEMENT OF WORK

B.1 Price schedule

PRICE SCHEDULE: Contractor shall furnish all equipment, parts, materials, labor and supervision necessary to “Raise, Realign, Reset & Clean” upright headstones and to perform ground surface renovation/re-establish turf at Great Lakes National Cemetery, Holly, MI.

ITEM No.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
01	Reset, Raise, Lower, Realign & Backfill Upright Headstones in Sections 2, 3, and 11.	5,602	Ea.	\$ _____	\$ _____
02	Clean Upright Headstones in Sections 2, 3, and 11.	5,602	Ea.	\$ _____	\$ _____
03	Ground surface renovation and re-establishment of turf with sod in Sections 2, 3, and 11.	312,577	SF	\$ _____	\$ _____
	GRAND TOTAL ESTIMATED COST:				\$ _____
04	ESTIMATED COST OF PERFORMANCE & PAYMENT BOND. DO NOT PURCHASE BONDING UNTIL INSTRUCTED TO DO SO BY THE CONTRACTING OFFICER	1	Ea.	\$ _____	\$ _____

Vendor will have 12 months from the receipt of the Notice to Proceed to complete this contract.

B.2 PERFORMANCE STATEMENT OF WORK

I. GENERAL INFORMATION:

- a. This is a performance-based contract for cemetery upright headstone raise, lower, realignment, reset, backfill, and turf renovation services at the Great Lakes National Cemetery, Holly, MI, hereafter referred to as "Great Lakes National Cemetery" or "Cemetery." The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities described herein, which are required to maintain an acceptable placement and aesthetic appearance of headstones.
- b. This Performance Work Statement describes the basic objectives of the Great Lakes National Cemetery. The Performance Based Service Contract provides potential Offerors the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the Government with an opportunity to assess the Offeror's understanding of all aspects of the effort to be performed by eliminating the "how to" instructions to accomplish the required effort normally contained on the Statement of Work that the Government traditionally provides to prospective Offerors. Minimum levels of performance are outlined in the "Performance Work Requirements Summary" Contained in Attachment 1.

II. THE NATIONAL CEMETERY ADMINISTRATION MISSION:

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

III. BACKGROUND:

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

IV. INTRODUCTION:

- a. This service contract for Great Lakes National Cemetery is for upright headstone raise, lower, realignment, reset, and backfill services and turfgrass renovation services. Great Lakes National Cemetery is located at 4200 Belford Road, Holly MI 48442.

V. DESCRIPTION OF SERVICES:

- a. The Contractor shall furnish all personnel, supervision, professional expertise, vehicles, tools, materials, services, equipment and quality control necessary to raise, lower, realign, reset, and backfill upright headstones with turfgrass removal and restoration at the Cemetery in a manner that will meet or exceed the requirements to present a clean, neat, professional, and aesthetic headstone appearance throughout the Cemetery in accordance with Contract Specifications and the Performance Work Requirement Summary (PWRS). Services include, but are not limited to work consisting of extracting, resetting, aligning, backfilling, and compacting upright headstones that are already in place which have shifted out of vertical and/or horizontal alignment and plumb, as well as inventorying and assuring accurate placement on each gravesite, preservation of existing cemetery features (lawns, paving, roads, stones, and markers), restoration of cemetery features disturbed or removed as a result of performing new work, as well as, repairing, replacing, or reinstalling any damaged cemetery property, such that at the end of the day the condition is as good as before commencement of work. Scheduling of services shall be coordinated with the Contracting Officer's Representative (COR) to avoid disruption of ongoing cemetery operations. All work will be done during normal Federal workdays during Cemetery workday hours. No work will be allowed during special weekend, or Federal Holiday, activities.

VI. PROGRAM OBJECTIVES:

- a. The Contractor shall be responsible for full management of the facility's upright headstone raise and realignment with turf renovation services described herein. The Government's objectives are described in the National Cemetery Administration's (NCA's) "Operational Standards and Measures" (provided by the Contracting Officer upon request), the Performance Work Statement (PWS), and other requirements identified herein, as they are applicable to the services required in the Pricing Schedule. The Contractor's "Technical Approach" from its proposal contains solutions to accomplish the Government's Objectives. The Contractor may use whatever method it chooses to meet the objectives, as long as the end result satisfies the minimum acceptable levels of performance as defined in the Performance Work Requirements Summary.
- b. The Contractor shall be responsible for:
 - i. The removal and care of the headstones as required to raise and realign them.
 - ii. Care and protection of each headstone during the construction period. All headstones to remain on their original gravesite or as approved by the COR.
 - iii. Headstone Installation including Upright Headstone Setting, Raising, and Realignment in accordance with the contract requirements.
 - iv. Cleaning Upright Headstones.
 - v. Turfgrass Renovation
 - vi. Maintaining a safe presentable working environment for Contractor, Cemetery staff, and the general public.

- vii. Ensuring all work conforms to the National Cemetery Association's (NCA) "Operational Standards and Measures".
- viii. Maintaining an updated Quality Control Plan.
- ix. Timely submission of required reports and documentation, including as-built drawings that include real-world geographic coordinate information for surveyed points.

VII. CONTRACT OBJECTIVES:

- a. To use an innovative and creative technical approach to manage the upright headstone raise and realignment with turf renovation operations at the cemetery in order to maintain the high standards of appearance as a National Shrine, in accordance with best commercial practices and the requirements identified in the solicitation.
- b. To have the Contractor perform to its approved "Technical Approach" from its proposal, focused on headstone and headstone foundation installation criteria designed to result in a clean, neat and professional appearance overall and preserves existing cemetery property. The Guidance Specification Section at Attachment B is included as an example of the minimum requirements the Contractor is expected to meet or exceed.

VIII. STANDARDS OF EMPLOYEE CONDUCT:

- a. Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 5901.
- b. Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are preferred. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
- c. Behavior and language must be appropriate, reverent, and respectful at all times.
- d. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
- e. Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.
- f. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.

IX. PARKING AND VA REGULATIONS:

- a. Contractor employees may park privately owned vehicles in the area designated for parking by the COR. It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. The Cemetery will not validate or make

reimbursement for parking violations of the Contractor's employees under any conditions. Smoking is prohibited inside any buildings at the Cemetery. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation/summons answerable in the United States (Federal) District Court, or other appropriate jurisdiction/agency.

X. USE OF CEMETERY FACILITIES:

- a. The Government shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.
- b. The Government will not furnish a storage building at the Cemetery site for use by the Contractor to store supplies and equipment. However, the Government may provide an area designated for the Contractor's use. The Contractor can establish facilities to include but not limited to office site, covered storage, portable toilet facilities etc on or in the designated area after such facilities are approved by the COR and Contracting Officer (CO). The Government will not provide water to the Contractor's designated area; all other utilities to this area are also the responsibility of the Contractor. The Government will not be responsible for any damage to or loss of the Contractor's equipment and supplies stored on the Government's premises. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment.
- c. The Contractor will be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An SDS (Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- d. Electricity and phone service will NOT be furnished by the Government for the Contractor's work area. (See also B.6(f) and B.9(b)).

XI. SUPERVISION AND TRAINING:

- a. The Contractor shall provide a supervisor who speaks and writes fluent English on site, and at all times when Contractor personnel are on the premises.
- b. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interests of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action will be referred to the Contracting Officer (CO) for final resolution; however, the Contractor will first immediately comply with COR direction pending any CO final resolution at a later time or date. The Contractor will not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the Contracting Officer.

- c. The Contractor shall also be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:
 - i. National Fire Protection Association (NFPA): 10-1998 Standard for Portable Fire Extinguishers
 - ii. Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
 - 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.

XII. INSPECTION AND CLEANING OF CEMETERY FACILITIES:

- a. The Contractor will perform a weekly inspection. During this inspection the appearance of the Cemetery will be observed, and any deficiencies from the contract will be noted. Deficiencies shall be corrected as soon as practicable. Items that need correcting outside the scope of the contract will be reported to the COR or his/her representative.
- b. The Contractor will be required to submit inspection reports and work accomplished to the COR weekly. The COR is located at Great Lakes National Cemetery. The inspection forms will be provided to the Contractor. (See “Work Summary and Progress Report”, Exhibit C).

XIII. INSTALLATION DURING CEMETERY FUNCTIONS:

- a. Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COR will identify the designated area. The COR or his/her representative shall furnish the Contractor with a schedule of all interments and/or ceremonies no later than the close of business of the day prior to the scheduled interment, and a minimum of three (3) days before any ceremonial events.

XIV. PERFORMANCE EVALUATION MEETING:

- a. The issuance of a Contract Discrepancy Report (CDR), found at Attachment B, may be cause for the scheduling of a meeting among the Contractor, Contracting Officer, and the COR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, Contracting Officer, and the COR will sign minutes of the meeting(s).
- b. Should the Contractor not concur with the minutes, they will so state their objections in writing to the Contracting Officer, within ten calendar days, and also explain the reasons

for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision to revise or uphold the comments as written. The Contracting Officer will notify the Contractor of the decision in writing within ten calendar days of submission of any objections.

XV. ACTIONS:

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

XVI. CONTRACTOR'S QUALITY CONTROL PLAN (QCP):

- a. The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. This QCP will be forwarded to the Contracting Officer along with the requested initial proposal and may be revised as necessary during the life of the contract, with concurrence of the COR and Contracting Officer. The Contracting Officer will review the QCP and list any needed clarifications, and return to Contractor for response, if necessary. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
 - i. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, and the title of the individual(s) who will perform the inspections.
 - ii. On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.

- iii. Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.
- iv. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable; and the organizational functions, intermediate supervisory responsibilities, and overall management responsibilities for ensuring total acceptable performance.
- v. On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- vi. A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services.
- vii. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

XVII. HISTORIC PRESERVATION:

- a. When the Contractor or any of the Contractor's employees, prior to, or during the service 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.

XVIII. DESIGNATED CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR): The VA Contact Person is **Mr. John Shilling, Foreman.**

- a. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor will contact the Michigan State Police in the absence of the COR. Be aware that Great Lakes National Cemetery closes at sundown each day.

XIX. CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS:

- a. The Contractor will obtain all necessary licenses and/or permits required to perform this work. He/She will take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He will be responsible for any injury to himself, his 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 his or his employees' fault or negligence. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, will not be the responsibility of the Contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there-from. The Contractor will maintain workmen's compensation, personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the state of Illinois, and in accordance with FAR 52.282-5, Section C. Evidence of

coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

XX. CONTRACTOR DUTIES AND PERFORMANCE:

- a. Contractor Superintendent: A competent and experienced Contractor Superintendent will be provided by the Contractor for not less than two (2) hours a day whenever work is being performed - other than trash and debris pick-up. In the absence of the Superintendent, the Contractor will appoint a crew foreman or an employee who will be responsible to insure that the work is being accomplished in an expeditious manner, is performed in accordance with the contract specifications and that the work will progress without undue delay. The Contractor Superintendent must have not less than three (3) years' experience as a direct supervisor of a commercial service operation that included surveying, soil excavation, site construction in industrial, commercial or public sites. The Contractor Superintendent will ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- b. Period of Performance: The Contractor will complete all work defined herein within 12 months from start to finish after Notice of Award has been issued.
- c. Work Hours: Work may be performed between the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday unless otherwise directed by the COR. At Contractor request and with the written permission of the COR, work will 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 will make arrangements with the COR to work on weekends in order to meet the period of performance. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified project duration time frame. No work will be permitted during Memorial Day weekend activities. Notwithstanding, if any work under this contract will be performed outside of the VA's normal working hours (7:30 a.m. to 4:00 p.m. Monday through Friday), then Contractor will notify the COR at least 24 hours in advance.
- d. After Normal Hours On-Call/Emergency Situations: The Contractor will establish and maintain a point-of-contact to receive emergency calls from the COR(s). The point-of-contact will be available on a 24-hour basis including during weekends, Federal Holidays and after normal hours of operation. The Contractor is to provide phone, pager and cell phone numbers for emergency and/or after hours situations. Repairs will be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.
- e. The Contractor will be required to report on a daily basis to the Cemetery Director or COR in the cemetery office. Contractor will log in and obtain funeral and/or special schedules as defined herein. This check in is mandatory. The contractor will provide an anticipated work schedule on a daily basis or as agreed upon with the COR, and to ensure that no work is being performed at the immediate site of a scheduled interment or

ceremony. The contractor will document services performed and provide information to the COR as required during specific time frames. These daily meetings are also an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which may 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 is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR(s) may then assist in doing so. **Daily in-person 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 is 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 is solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR(s). The Contractor will meet with the COR or authorized designee, at the end of each day to determine work completed and ensure that work is on schedule.
- g. The Contractor's performance and progress on this contract will 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 is behind schedule, he will notify the Contracting Officer and the Contractor will 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 will 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 is responsible for damages to utilities, above and below ground.
- i. The Contractor is responsible to ensure that all work will be done in a manner that safeguards all VA visitors, employees, and public. The Contractor will be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the contractor and his/her employees will 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 will 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 will bear all costs associated with replacement and reinstallation. Any

such damage will be brought to the immediate attention of the appointed Contracting Officer Representative (COR) prior to repair/replacement/installation.

- k. The Contractor will be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor will wash-down with water all soiled or stained structures headstones, and monuments at the end of each workday. Roadways will 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 are to be used at anytime on Government property. The Contractor will bear all costs associated with washing and cleaning. Any such washing/cleaning will be brought to the immediate attention of the COR prior to washing/cleaning.
- l. At the end of each day the Contractor will remove all debris from the cemetery site resulting from the work. The Contractor will ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place his trash receptacle dumpsters in the COR approved "Contractor Staging Area".
- m. Adequate warning devices, barricades, guards, flagmen or other necessary precautions will 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 must be covered with plywood and/or barricaded for pedestrian safety. **The Contractor will place two(2) 2' high x 2' wide temporary plastic placard sign in front of each and every burial section where work is occurring stating "Burial Section Renovations In Progress"**
- n. The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor will fully cooperate with any other contractors and with Government employees and will carefully adapt scheduling and performance of work, and needing any direction, it will be provided by the COR(s). The Contractor is responsible for reporting to the COR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor will not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR(s) to resolve the issue.
- o. The Contractor (including his or her employees, subcontractors, consultants or the like) will 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 will be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the government.

XXI. WORK ENVIRONMENT:

- a. All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The contractor will take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Weather will not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it may be necessary to work throughout all weather conditions (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 must exercise and exhibit absolute decorum, composure and stability at all times and refer such individuals to Cemetery Staff.

XXII. CONTRACTOR-FURNISHED ITEMS:

- a. The Contractor is 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 will be furnished, maintained and operated by the contractor and will 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 Area: Staging area is to be located where shown or where approved by the COR. The Contractor is to install a 6' high chain link fence with gates around this entire area for duration of the contract work. Contractor will base operations out of this staging area, using it for materials, equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc. After completion of project work, Contractor is to remove fencing and restore area back to original condition.
- d. The Contractor is 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 will provide and utilize portable generators as necessary to complete the work.
- f. Irrigation Requirements: Contractor shall utilize the existing in-ground irrigation system at Burial Sections 2, 3, & 11 to maintain the sod in a live, healthy condition until the

renovation work is completed, plus any sod laid less than 60 days prior to completion of renovation work must be irrigated as needed to maintain the sod in a live, healthy condition for at least 60 days beyond when it was laid. All sod must be well rooted (knitted) into the soil to be accepted.

1. Water: The Contractor shall be allowed to utilize the existing in-ground irrigation system and existing cemetery water supply at Burial Sections 2, 3, & 11 as needed to establish new sod for this project. Water will be provided at no cost to the contractor.
 2. Rainfall: The Contractor shall monitor and record rainfall occurring at this site during the contract period. In the event of a State or Local Government mandate of a drought restriction, the Contractor will follow all guidelines concerning watering restrictions of turf and newly sodded areas.
- g. (The Contractor will provide his/her own REFUSE FACILITIES, and these will only be located in the COR approved "Staging Area". Do not place dumpsters or refuse facilities in any other location at the cemetery other than the approved staging area. The contractor is 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 is required to obtain required disposal permits from the State regulatory agency.
- h. The contractor will provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities will be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COR approved Contractor Staging Area only. It will not be permissible to locate portable toilet facilities in any other locations throughout the cemetery. The use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract.

XXIII. ORIENTATION FOR CONTRACTOR EMPLOYEES:

- a. The Contractor will be responsible to ensure that Contractor employees coming to the work site will receive complete information on each of these subjects;
 - i. Fire and Safety
 - ii. Project Work Schedule, Rules Pertaining To Workers, General Parameter Job Related Issues
 - iii. Disaster procedures
 - iv. All technical requirements of the project

- b. **The Contractor will be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.**

XXIV. LABOR FORCE AND EQUIPMENT:

- a. The Contractor will be aware of the intensive labor and equipment requirements needed to meet contract specifications. Contractor will be responsible to provide at no additional costs, labor and equipment as necessary to meet deadlines. The Contractor will use any additional resources necessary to meet or return to specified work requirements after special events and/or services. The Contractor will determine the number of employees and the amount and kinds of equipment needed during the period of performance.

XXV. SAFETY:

- a. Matters related to safety, and any actions of the Contractor, must meet all safety requirements of the COR, Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements. "Safety" will also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Great Lakes National Cemetery.

XXVI. 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 is unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the cemetery grounds by the COR, and Contractor will be scheduled to occur.
- b. The Government **will not** provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Electricity will only be provided as defined in Paragraph XXII(e) of §B.2.. Water will only be provided as defined in Paragraph XXII(f) of §B.2.

XXVII. PHASING AND WORK SEQUENCING:

- a. Submit proposed project work schedule sequence for COR review and approval prior to start of project. All headstones must remain on their specific gravesite at all times. Lay headstones onto 4x4 lumber flat on surface of gravesite and prop it off the grass with the 4x4's. All headstones will be placed back in their sockets prior to the end of the workday.

XXVIII. 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 will be used for precision layout control of work to ensure that all headstone vertical and horizontal control requirements are being met by the Contractors during performance of

the contract work. The surveyor will be required to layout all staking in conjunction with the headstone alignments.

- b. Land Surveyor is required to use the appropriate State Plane Coordinate System in North American Datum in US Feet (e.g., NAD83 Illinois State Planes, West Zone, US Foot) for all survey work. Surveyed objects such as grid monuments will have real-world geographic coordinate information.
- c. Survey: Before any work is started, the Contractor will make a thorough digital video 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 video will include:
 - i. Existing conditions at site. Use a video camera to survey and document existing conditions prior to start of work by walking up and down every single headstone row and videotaping the headstones in their current positions. Contractor is to provide the video camera for this purpose. Turnover one copy of the completed survey video to COR.
- 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.
 - i. Re-survey report will list any damages caused by Contractor's workmen in executing work of this contract.

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

- a. The Contractor will preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor will only remove trees when specifically authorized to do so by the COR, and will avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor will trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.
- b. The Contractor will protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor will immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- 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.

XXX. RESTORATION:

- a. Contractor will 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, will be reported to the COR before it is disturbed. Materials and workmanship used in restoring work, will 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, will 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 will be accomplished without undue delay.
- c. At Contractor's own expense, Contractor will 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).

XXXI. CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES:

- a. In the case of unperformed work, the Government:
 - i. May, at its option, afford the contractor an opportunity to perform the unperformed work, at no additional cost to the Government. This performance must take place within a reasonable period subject to the discretion of the COR, but in no event longer than the next workday.
 - ii. May, at its option, perform the services by Government personnel or other means.
- b. In the case of unsatisfactory work that was not resolved, the Government:
 - i. Will deduct from the contractor's invoice all amounts associated with such unsatisfactory work at the prices contained in the Schedule or provided by other provisions of the contract; unless the contractor is afforded an opportunity to re-perform the work as outlined in the next paragraph, and satisfactorily completes the work;
 - ii. May, at its option, afford the contractor the opportunity to re-perform the unsatisfactory work, at no additional cost to the Government, within a reasonable period, subject to the discretion of the COR, but in no event longer than the next workday;

- iii. May, at its option, perform the services by Government personnel or other means.

c. 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.

XXXII. LAYOUT OF WORK:

- a. The Contractor will lay out the work and will be responsible for all horizontal and vertical measurements in connection with the precision layout of the headstones. The Contractor will furnish, at Contractor's own expense, all surveys, stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor will be responsible for executing the work to the lines and grades needed to accomplish the work and to ensure that grave markers are correctly and accurately

located on their associated gravesites. The Contractor will 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 is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

XXXIII. AS-BUILT DRAWINGS:

- a. The contractor will maintain one set of as-built drawings, which will be kept current during performance of the project, to include all contract changes, modifications, and indicating work progress on a section by section basis.
- b. Contractor will deliver one set of as-built drawings to the COR within 15 calendar days after acceptance of the project by the Contracting Officer.
- c. Contractor will provide as-built drawing in AutoCAD (.dwg) format version 2010 or later on a CD/DVD. All AutoCAD drawings shall be referenced using the appropriate State Plane Coordinate System in North American Datum in US Feet.

XXXIV. DISPOSAL OF WASTE:

- a. The Contractor will not dispose of any waste materials at any location on the cemetery premises. All waste materials are to be removed from cemetery property and disposed of in full accordance with local and state requirements.

XXXV. 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. 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 should be made to the Contracting Officer to determine if the product is acceptable.

B.3 DOCUMENTS, EXHIBITS OR ATTACHMENTS

Exhibit – A	Performance Work Requirements Summary
Exhibit – B	Guidance Specifications
Exhibit – C	Work Summary and Progress Report
Exhibit – E	Quality Assurance Surveillance Plan (QASP)
Exhibit – F	Requirement that the Headstones Never Leave Gravesites
Exhibit – G	Headstone Raise & Realign Initial Survey Form
Exhibit – H	Daily Headstone Raise & Realign Verification Survey

EXHIBIT A - PERFORMANCE WORK REQUIREMENTS SUMMARY

- I. The purpose of this exhibit is to:
 - a. List the contract requirements considered most critical to acceptable contract performance.
 - b. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
- II. The Government's quality assurance procedures are based on actual performance of the contract and all areas will be reviewed periodically, (e.g. weekly, monthly, quarterly, and semi-annually).
 - a. The criteria for acceptable and unacceptable performance are as follows:
 - i. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
 - ii. If the quality of work does not comply with the contract requirements the COR will initiate and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
 - iii. The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future

PERFORMANCE WORK REQUIREMENT SUMMARY			
Performance Objective	Minimum Acceptable Level (MAL)	Desired Level (DL)	Performance Threshold
(1) Raise, level, realign, backfill and clean existing upright headstones	98% of all raised and realigned upright headstones are properly installed: a) Uniform in height of 25 inches (or as determined by the COR) above finish grade and horizontally and vertically aligned with inscriptions visible; b) Installed to ensure a pleasing top line while compensating for ground contours; c) Aligned laterally in both directions and diagonally with the headstones on other gravesites; d) Excavated, backfilled, and tamped correctly.	100% of all raised and realigned upright headstones are properly installed: a) Uniform in height of 25 inches (or as determined by the COR) above finish grade and horizontally and vertically aligned with inscriptions visible; b) Installed to ensure a pleasing top line while compensating for ground contours; c) Aligned laterally in both directions and diagonally with the headstones on other gravesites; d) Excavated, backfilled, and tamped correctly.	Maintained Between 98%-100%. No more than 2 unresolved CDRs during a one-year period.
(2) Clean existing upright headstones	95% of all upright headstones are properly cleaned. "Clean" under this contract means the headstones and flat markers contain NO discoloration, environmental deposits, mold, mildew, moss, algae, lichen, dirt/mud, grass clippings, grass marks, bird droppings, etc..	100% of all upright headstones are properly cleaned. "Clean" under this contract means the headstones and flat markers contain NO discoloration, environmental deposits, mold, mildew, moss, algae, lichen, dirt/mud, grass clippings, grass marks, bird droppings, etc..	Maintained Between 95%-100%. No more than 2 unresolved CDRs during a one-year period.

<p>(3)</p> <p>Level topsoil surface, renovate, and re-establish turfgrass stand</p>	<p>95% of all renovated turfgrass is properly installed: a) Topsoil has been graded, leveled, and compacted to achieve a finished appearance that is smooth, uniformly level, free of all surface ripples, depressions, high spots, low areas, ridges. b) All turfgrass sod has been installed with all joints butted tightly together. c) All turfgrass is completely established and is uniform in color, leaf texture, and shoot density. d) Turfgrass is reasonably free of weeds, diseases and other visible imperfections.</p>	<p>100% of all renovated turfgrass is properly installed: a) Topsoil has been graded, leveled, and compacted to achieve a finished appearance that is smooth, uniformly level, free of all surface ripples, depressions, high spots, low areas, ridges. b) All turfgrass sod has been installed with all joints butted tightly together. c) All turfgrass is completely established and is uniform in color, leaf texture, and shoot density. d) Turfgrass is reasonably free of weeds, diseases and other visible imperfections.</p>	<p>Maintained Between 95%-100%. No more than 2 unresolved CDRs during a one-year period.</p>
<p>(4)</p> <p>Site and work area cleanliness</p>	<p>95% of areas being worked and the designated storage area(s) are free of debris and trash after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.</p>	<p>100% of areas being worked and the designated storage area(s) are free of debris and trash after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.</p>	<p>Maintained Between 95% - 100%. No more than 2 unresolved CDRs during a one-year period</p>
<p>(5)</p> <p>Report Submittals</p>	<p>Turns in all required submittals 95% of the time.</p>	<p>Turns in all required submittals 100% of the time.</p>	<p>No more than 1 missed submittal within an invoicing period</p>
<p>(6)</p> <p>Safety maintained during operations</p>	<p>No accidents or incidents due to contractor's failure to take safety precautions.</p>	<p>No accidents or incidents due to contractor's failure to take safety precautions.</p>	<p>No Tolerance</p>

EXHIBIT B – GUIDANCE SPECIFICATIONS

UPRIGHT HEADSTONE RAISE AND REALIGNMENT WITH TURF RENOVATION

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

Phasing and Work Sequencing: All work is to be accomplished in a sequential manner, with the realignment work is limited to no more than one (1) row of headstones at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent burial rows until such time that work has been completed in prior burial rows. The Contractor shall submit a proposed project work schedule sequence for COR review and approval prior to start of project.

1. UPRIGHT HEADSTONE RAISE, LOWER, REALIGN, LEVEL, BACKFILL

1.1. WORK OVERVIEW

- 1.1.1. Raise, lower, realignment, reset, and backfill services, defined as work consisting of extracting, resetting, aligning, backfilling, and compacting upright headstones that are identified in this contract. The process includes inventorying and assuring accurate placement on each gravesite at the cemetery. The contractor shall provide all supervision, professional advice/guidance, professional land surveys, labor, parts, materials, equipment, and personnel, to provide the services defined herein.
- 1.1.2. The COR will determine the beginning point and ending points in each gravesite section.
- 1.1.3. Upright headstone descriptions:
 - 1.1.3.a. Standard upright marble headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds.
 - 1.1.3.b. Civil War type (older) upright marble headstones are typically around 35 to 39 inches long, 9-1/2 to 12 inches wide, 3 to 4 inches thick, and weigh approximately 130 to 160 pounds.
 - 1.1.3.c. Other headstone types may exist and are not included in the contract scope of work unless otherwise specified.
- 1.1.4. All in-ground vases, temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the raise and realignment of upright headstone operation shall be carefully, and in an orderly manner, moved from and after completion of the work, moved back to all gravesites by the Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the headstone and associated decorations or vases. If the vases are in poor condition their replacement back to the gravesites can be waived at the approval of the COR.

- 1.1.5. Do not remove headstones from the burial section as part of this project. Headstones are to remain on their respective gravesites at all times.** Headstones must be handled and stored on each gravesite in a dignified manner. The Contractor will coordinate with COR the appropriate method for temporary storage for unique situations and site conditions. Typically this requires laying each headstone onto 4x4 lumber supports directly on each gravesite. The cemetery will provide the following spreadsheet to record the names/locations of each specific headstone on each specific gravesite before start of any work. The contractor and cemetery will verify the locations of headstones prior to renovation work and after renovation work and shall sign the spreadsheet where indicated. **All headstones will be properly placed in their sockets prior to the end of each workday.**

SECTION	ROW	SITE NUM	DECEDENT NAME	DATE OF DEATH	Verification	
					Pre Renov.	Post Renov.
			Instructions			
			Have QRPC download your gravesite information and sort by section.			
			Ask them to download into excel or into a text file with a delimiter such as a semi-colon.			
			If you get the text version, paste it into Excel and a simple "text-to-Columns" operation will put it into a format you can use in Excel.			

- 1.1.6.** 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. 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. Contractor shall be responsible for replacing damaged headstones and restoring all damages caused to turf during performance of this work.

- 1.1.7.** Crushed Rock Base Material Specifications:

- 1.1.7.a. Crushed Rock shall be composed of limestone, granite, dolomite, or any other hard, sound rock that is produced by blasting and then crushing.
- 1.1.7.b. Crushed Rock shall be clean, hard, tough, and durable fragments (excluding schist, shale or slate) of uniform quality throughout and free of any detrimental quantities of soft, friable, thin, elongated or laminated pieces, disintegrated material, dirt, organic matter, oil, alkali, or other deleterious substance.
- 1.1.7.c. Crushed Rock shall consist of hard durable fragments of particles of rock, free of stripping dirt, vegetation, and other foreign substances. Hardness: Resistant to breaking, crushing or crumbling
- 1.1.7.d. Shape: Sharp and angular (Do not use rounded pea gravel.)
- 1.1.7.e. Gravel or Crushed Gravel mixed with filler, sand, crushed rock, or crushed stone is **NOT** an acceptable substitutes.
- 1.1.7.f. Crushed Rock shall consist of the product obtained by crushing rock or stone so that is meets the following gradation requirements:

Sieve Size % Passing	
Particle Size	% of Passing
1/2 inch	100
3/8 inch	70 – 90
No. 4	50 – 72
No. 8	35 – 55
No. 40	14 – 32
No. 200	4.0- 10.0

- 1.1.7.g. The gradation of crushed rock shall comply with ASTM D-448. Sampling and sieve analysis shall be performed in accordance with ASTM D-75 and ASTM C-136.

1.1.8. Compaction of Crushed Rock Base Material:

- 1.1.8.a. The Crushed Rock Base Material shall be compacted in lifts not exceeding 1-1/2” in thickness. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. If the fines are dry at the time of compaction, use a very fine mist type hose and spray the Base Material sparingly. The moisture content of the material during placing operations shall be within $\pm 2\%$ of the optimum moisture content as determined by ASTM D 1557. Compact

each layer to 90% to 95% relative density. Do not perform compaction operations on excessively wet soils.

- 1.1.8.b. Tamping Tools: Shall be approved by COR prior to use. Tamping tools shall have sufficient impact area and weight to achieve 90% to 95% compaction of the Crushed Rock Base Material. ***Tamping tools made of wood or containing wood (such as wood handles) are not acceptable.***
- 1.1.8.c. The use of a backhoe to tamp as the sole means of compaction is prohibited. Even if back hoe is used 1.5" lifts are still required.

1.2. UPRIGHT HEADSTONE SETTING.

- 1.2.1. The headstones shall be removed from their sockets as per paragraph **1.1.5.** and **1.1.6.** All headstone sockets shall be dug with a three (3) inch clearance at the front, back, sides and underneath the headstone. Headstone sockets shall be dug to the required depth to meet the height and alignment requirements. All headstone sockets shall be clean and free of loose dirt and debris prior to adding Crushed Rock Base Material. Moistened Crushed Rock Base Material shall be added and heavily tamped to 90% to 95% compaction in the bottom of the sockets to provide a minimum three (3) inch footing under the base of the headstone prior to the re-installation of the headstones. Moistened Crushed Rock Base Material shall be placed around all four sides of the headstones and compacted per the requirements of paragraph **1.1.7,** providing for a minimum fourteen (14) inches depth of Crushed Rock Base Material along the sides of the headstone as measured from the bottom of the headstone. Typically there should be three (3) inches of space remaining from the top of the compacted Crushed Rock Base Material to the ground surface to allow tamped topsoil and grass seed to be applied. The actual measurement will vary depending on the how much the headstone was raised or lowered and shall be approved by the COR. See Exhibits (A.1) and (B.1).
- 1.2.2. Existing headstone sockets that exceed the correct depth requirements shall be filled with sufficient Moistened Crushed Rock Base Material and compacted per the requirements of paragraph **1.1.8** to achieve the correct final depth. All headstone sockets shall be clean and free of loose dirt and debris prior to adding Crushed Rock Base Material. After filling in the deep sockets in this manner, proceed with requirements in paragraph **1.3** for completing the headstone realignment.
- 1.2.3. In cases where headstone sockets need to be realigned/shifted, and/or re-dug, apply the following procedures:
 - 1.2.3.a. After removal of the headstone(s), backfill and compact the existing socket prior to digging the new socket. Backfill the existing socket with Moistened Crushed Rock Base Material. Thoroughly tamp to 90% to 95% compaction at each 1-1/2" inch vertical intervals (1-1/2" inch lifts), leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
 - 1.2.3.b. Contractor shall dig/excavate the new socket in accordance with the requirements in paragraph **1.3.**

- 1.2.3.c. All headstone sockets shall be clean and free of loose dirt and debris prior to adding Crushed Rock Base Material.
- 1.2.4. The completed raised and realigned headstones shall be anchored firmly in place such that the headstones are rigid with no give or play in any direction regardless of the soil and terrain conditions. All headstones shall be firmly set and anchored in place with no movement from forces subjected by the COR.
- 1.3. UPRIGHT HEADSTONE RAISE AND REALIGNMENT PROCESS:**
 - 1.3.1. Prior to starting work in each burial section, the location of the existing permanent gravesite control markers and the required gravesite row/gravesite spacing layout dimensions shall be verified and certified by a licensed surveyor and coordinated with the COR.
 - 1.3.1.a. The Contractor shall use a licensed surveyor to validate and/or relocate any existing permanent control markers that do not conform to the section layout.
 - 1.3.1.b. The Contractor shall use a licensed surveyor to install temporary control markers where any existing permanent control markers cannot be located or are missing.
 - 1.3.1.c. The Contractor shall use a licensed surveyor to accurately and precisely install temporary control markers at the ends of each gravesite row.
 - 1.3.1.d. The Contractor shall use a licensed surveyor to accurately and precisely place and center the helical pile and box including the proper depth of the box to achieve the proper placement of the headstone.
 - 1.3.2. Headstones shall be accurately adjusted and precisely reinstalled on the correct gravesites by utilizing temporary grave plotting maps, existing permanent gravesite control markers, temporary contractor installed gravesite control markers, and temporary contractor installed control markers at the ends of each gravesite row. All measurements, setting of string lines, and the layout of rows/columns shall be taken from existing or temporary gravesite control markers, and NOT from previously set headstones, unless otherwise directed by the COR.
 - 1.3.3. The mean (or average) topsoil level shall be determined for the entire section to be aligned in all directions with assistance from a licensed surveyor and the COR, with approval by the COR. The Contractor shall use the mean (or average) topsoil level to allow all of the headstones in the section to be aligned vertically without having drastic changes in headstone heights (several inches) between the rows and columns of headstones in ALL directions. In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers will be set at the proper height and overall level necessary to provide a smooth, flowing transition between ALL headstones in ALL directions through uneven terrain. The Contractor shall take the adjoining sections and/or terrain into consideration when determining the mean topsoil levels. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the headstones at a height other than at the required 25 inches above grade (or 20 inches for Civil War type headstones) with approval by the COR. See Exhibit (D.1).
 - 1.3.4. Keystone Placement and Installation

- 1.3.4.a. The headstone realignment process starts by the selection of specific headstones throughout the gravesite section to be designated as “Key” stones (or “Keystones”) for use throughout the remainder of the realignment process. Keystones shall be chosen and utilized throughout the section at a maximum spacing of every 10th headstone or at a more frequent spacing as necessary in areas of sloped or rolling terrain in order to achieve a smooth, flowing transition between the rows and columns. See Exhibits (C.1) and (D.1).
- 1.3.4.b. Each of the Keystones shall be permanently set at the proper location and at the proper height using a licensed surveyor with the approval of the COR. The Keystones shall be laid out to the correct dimensions to match the required measurements for the section such that the rows and columns are evenly spaced. The vertical height of the Keystones shall be adjusted to accommodate the mean (average) topsoil levels throughout the entire section in order to achieve a smooth, flowing transition between all the rows and columns. See Exhibit (D.1).
- 1.3.4.c. All Keystones shall be vertically plumbed and aligned by leveling the front, back, and sides while raising or lowering the headstone as necessary to achieve a height of 25 inches above the mean (average) topsoil level. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the Keystones at a height other than at the required 25 inches above grade (or 20 inches for Civil War type headstones) with approval by the COR.
- 1.3.4.d. The COR shall approve of the quantity, location, height, and installation of the Keystones prior to the Contractor continuing with the realignment process.
- 1.3.4.e. The next step in the headstone realignment process is the Contractor selects a row and a column of headstones at the center or close to the center of the section to be realigned with approval from the COR. See Exhibit (C.1).
- 1.3.4.f. Install heavy string lines along the back, sides, tops, and transversely of all applicable Keystones. The string lines shall be laid out to the correct dimensions as determined by Keystones such that the rows and columns are evenly spaced. All headstones shall be vertically plumbed and aligned by leveling the front, back, and sides while raising or lowering the headstone as required to achieve a height of 25 inches above the mean (average) topsoil level. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the headstone at a height other than at the required 25 inches above grade with approval by the COR. These measurements shall be adhered to as closely as possible and may be adjusted to suit unique site conditions with approval by the COR. See Exhibit (C.1).
- 1.3.4.g. At the start of work in each burial section, the first row of reset/realigned headstones in each burial section shall be inspected by COR for appearance, spacing, depth, alignment, plumb, 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.

- 1.3.4.h. All remaining headstones in all rows, columns, and transverse directions are then aligned. The installation, adjusting, and setting of the remaining headstones shall meet the requirements of section **1.3**. See Exhibits (C.1) and (D.1).
- 1.3.4.i. A plus/minus (+/-) 1/8 inch maximum tolerance shall be maintained in the vertical, lateral, and transverse directions. The alignment of the headstones should be checked frequently during this process because the tamping of the headstones may move the headstone out of level or off the mark on the line.
- 1.3.4.j. The measurements between rows or columns of headstones and between the headstones within each row or column may differ from one gravesite section to the next. This condition is to be discussed with COR where this is found to occur. Some variances may be allowed by the COR in order to keep a uniform appearance of headstones being aligned.
- 1.3.4.k. Any upright headstones broken or damaged by the Contractor shall be reported to the COR or the Cemetery Director 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. The cost of the replacement headstones will be deducted from Contractor's invoice(s). All headstone replacements must be coordinated with the COR. Any existing permanent gravesite control markers, temporary contractor installed control markers, grid or sectional monuments that are disturbed, displaced, or broken shall be replaced and properly reset by a licensed surveyor at the 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 Contractor's expense. The requirements of this paragraph shall be completed by the Contractor within fourteen (14) workdays, unless otherwise agreed to by the COR.
- 1.3.4.l. In areas where smaller than standard size headstones occur (Civil War type), coordinate the measurements, dimensions, and layout of these headstones with COR. Typically the Civil War type headstones are set at 20 inches above grade and located by aligning the faces of the headstones along the rows and aligning the centerline of the headstones down the columns.

2. TOPSOIL SURFACE LEVELING, RENOVATION, AND RE-ESTABLISHMENT OF THE EXISTING TURFGRASS STANDARDWORK OVERVIEW

- 2.1. This section outlines operational procedures to be followed in sections designated for topsoil surface leveling, renovation, and re-establishment of the existing turfgrass stand. Turf renovation generally includes curb-to-curb renovation unless otherwise directed by the COR. The contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, and personnel, to provide the services defined herein.

2.2. The COR will determine the beginning point and ending points in each gravesite section.

3. **TOPSOIL AND TURFGRASS RENOVATION PROCESS:**

3.1.1. The following renovation process shall be begin with the approval of the COR and only when the existing turfgrass is actively growing and not in dormancy.

3.1.2. Mow and trim target area at a 2.5 to 3.0 inch height and remove the grass clippings.

3.1.3. Spray the entire vegetated area an appropriate non-selective, non-residual, systemic herbicide (such as "Roundup"). Application rate should be the maximum label recommended rate for the complete elimination of perennial grass species and contaminant weeds. **IMPORTANT: Application must be made at a time when grass is actively growing for the herbicide to work.** Application to be made by a licensed pesticide applicator. Allow a minimum of 10 to 14 days to elapse for herbicide to fully translocate throughout all plant parts.

3.1.4. The COR shall confirm and approve that all vegetation (turfgrass, weeds, etc.) in the treated area is completely dead prior to removal of the dead vegetation. If any vegetation within the treated area is still vital (alive) it shall not be removed. Re-treat the vegetated area in accordance with paragraph **2.2.3** until the vegetated area is completely dead.

3.1.5. Removal of Existing Turf Stand:

3.1.5.a. If minimal thatch (less than 0.5 inch thick layer) is present the dead turf can simply be tilled thoroughly into the soil, ensuring it is thoroughly and finely chopped, and that no clumps of sod or other debris remain on the surface. **EXCEPTION:** the killed turf within 20 feet of trees must be removed and discarded because of the shallow or no tillage requirement there (see 2.2.9.b).

3.1.5.b. If thatch layer is greater than 0.5 inch thick, power rake or verticut entire treated area to loosen and prepare the site for the removal of all residual plant debris including thatch, and remove all residual plant debris including thatch.

3.1.6. Topsoil Preparation:

3.1.6.a. Provide and apply turf fertilizer that is commercial grade, free flowing, uniform in composition, and conforms to applicable state and federal regulations. Granular fertilizer shall bear the manufacturer's warranted statement of analysis. Granular fertilizer shall contain a minimum percentage by weight of 10 nitrogen (of which 50 percent shall be organic), 10 available phosphoric acid, and 10 potash. Spread at a rate recommended by the manufacturer evenly over entire area using any suitable broadcast application device.

3.1.6.b. Rototill area to a minimum depth of 6 inches to uniformly mix fertilizer, amendments, and topsoil and to uniformly loosen top surface for re-grading and leveling. Roto-tilling depth is to be less near trees to prevent damage to tree roots: areas 10-20 feet from trees shall be roto-tilled to a depth of 3 inches, and

within 10 feet of trees the areas must only be surface-graded/leveled by hand with rakes or other hand tools.

3.1.7. Topsoil Leveling and Grading

- 3.1.7.a. Grade and compact surface of site to achieve desired finished appearance, which is to be smooth and uniformly level down each row and between each row, free of all surface ripples, depressions, high spots, low areas, ridges. The finish grade for each gravesite section shall be smooth and uniformly level with adjacent gravesite sections and surrounding terrain. New surfaces shall be blended to existing areas.
- 3.1.7.b. The prepared surface (finish grade) shall be a maximum 1 inch below the adjoining grade of any surfaced area. The prepared surface (finish grade) shall be a nominal 26 inches below the top of all upright headstones or by direction and approval of the COR. See Exhibit (A.1). In sections with Civil War type (older) upright marble headstones or other non-standard types of headstones exist, coordinate the finish grade in these areas with the COR.
- 3.1.7.c. In locations where existing burial area surface has formed “ridges” between rows, these areas shall be knocked down by grading between high and low surfaces of the rows so that finished surface is uniformly flowing from row to row, and down each row. If this process does not achieve desired smooth and uniformly flowing finished grade due to numerous depressions and low or sunken areas in the existing surface grade, import, spread and compact additional high quality topsoil of similar characteristics and texture to the soil already present on site.
- 3.1.7.d. Topsoil shall be free of foreign matter, any objects bigger than 25 mm (1 inch) and weed seeds.
- 3.1.7.e. Apply and compact sufficient topsoil to eliminate all ripples, depressions, and sunken grave areas as needed to achieve the desired smooth and uniformly level finish grade and appearance.
- 3.1.7.f. Firm the topsoil by rolling with a standard turfgrass roller that is half-full of water. If more weight is required to adequately firm the surface, fill the roller with water and repeat rolling as necessary. Properly firmed soil will show a foot print when walked upon, but will not allow the walker’s foot to sink into the soil
- 3.1.7.g. Protect finished areas from damage by vehicular or pedestrian traffic.
- 3.1.7.h. Install and maintain erosion control material to meet local environmental regulations.
- 3.1.8. Spread a starter fertilizer on the soil surface just prior to laying sod, at a rate sufficient to apply 0.8-1.0 pounds of N, 1.8-2.2 pounds of P, and 0.8-1.0 pounds of K per one thousand square feet (e.g., 8 pounds of 12-25-10 per thousand square feet). The same fertilizer that was used prior to tillage can be used for this additional application.

3.1.9. Turfgrass Sod Transplanting and Installation:

- 3.1.9.a. Provide certified sod as specified in Exhibit E.1.
- 3.1.9.b. Moistening the Soil: During periods of higher than optimal temperature for the species specified, and after all unevenness in the soil surface has been corrected, the soil shall be lightly moistened immediately prior to installation of the turfgrass sod.
- 3.1.9.c. Starter Strip: The first row of turfgrass sod shall be laid in a straight line, with subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to insure that the pieces are not stretched or overlapped and that all joints are butted tightly to prevent voids that would cause air drying of the roots.
- 3.1.9.d. Sloping Surfaces: On 3:1 or greater slopes, traditional size (1 sq yd / 1 sq m) turfgrass sod shall be laid across the angle of the slope (perpendicular), with staggered joints and secured by tamping, pegging, stapling or other approved methods of temporarily securing each piece. Large-roll turfgrass sod shall be laid in the direction of the slope, with temporary securing being at the discretion of the installation contractor.
- 3.1.9.e. Swales and Intermittent Waterways: The installation of turfgrass sod within drainways or intermittent waterways shall be determined after considering maximum channel velocities for storms of a designated intensity. Traditional size turfgrass sod shall be laid perpendicular to the direction of flow and pegged to resist washout during the establishment period, while large-roll pieces shall be laid in the direction of the flow, with temporary securing being at the discretion of the installation contractor.
- 3.1.9.f. Watering and Rolling: The installation contractor shall water the turfgrass sod immediately after transplanting to prevent drying. As sodding is completed in any one section, the entire area shall be lightly rolled. It shall then be thoroughly watered to a depth sufficient to ensure the underside of the new sod pad and soil immediately below the pad are thoroughly wet. The Contractor shall be responsible for having adequate water available at the site prior to and during installation.
- 3.1.9.g. All turfgrass sod shall be uniform in color, leaf texture and shoot density and shall be reasonably free of weeds, diseases and other visible imperfections at acceptance.

3.1.10. Turfgrass Sod Establishment:

- 3.1.10.a. The establishment period for turf shall begin immediately after installation, with the approval of the COR. All turf established by the Contractor shall be irrigated and fully maintained by the Contractor until final acceptance is made by the

Government. The Governments reserves the right to increase or decrease frequency of watering as deemed necessary.

- 3.1.10.b. Watering: Irrigate area routinely and as required to ensure complete and satisfactory sod establishment. Apply water at a moderate rate so as not to flood the plants and turf. Soil on sod pads shall be kept moist at all times to maintain moist soil to a depth of at least 4 inches. Sod shall be watered daily for the first 10 to 14 days to avoid dry out. Then, water sod routinely as needed to prevent visual wilt (blue/gray hue). In all cases, Contractor shall coordinate irrigation schedules with the COR.
- 3.1.10.c. Eradicate all weeds. Water, fertilize, over-seed, and perform any other operation necessary to promote the growth of grass. Replant areas void of turf 0.1 m² (one square foot) and larger in area. Mow the new lawn at least three times, prior to the final inspection. Begin mowing when grass is three and one-half (3-1/2) inches high. Mow to a three (3) inch height per each of the three mowings prior to final inspection. String trim/stick trim the turf around the headstones/ flat markers at least three times, maintaining the same surrounding height of the mowed turf prior to the final inspection. Begin trimming when grass is three and one-half (3-1/2) inches high.
- 3.1.10.d. Mowing: Mowing shall be performed in accordance with the requirements of paragraph 2.3. The first mowing shall not be attempted until the turfgrass sod is firmly rooted and securely in place. Begin mowing sod when plant height reaches three and one-half (3-1/2) inches to four (4) inches or as otherwise directed by the COR.
- 3.1.10.e. Continue mowing and irrigation until sod is 100% established. After the sod has been established the Contractor shall request a Final Inspection in writing to the Contracting Officer and COR.
- 3.1.10.f. Germinated weeds must be eliminated by spraying with a typical three-way broadleaf herbicide combination product, and/or with DriveTM herbicide, (or approved equals) for control of crabgrass and broadleaf weeds.
- 3.1.11. In areas where turf work has been completed, clear the area of all debris. Any areas damaged during establishment operations must be restored to their original condition. Headstones shall be cleaned per the requirements of section 4 Headstone Cleaning.

3.1.12. MOWING PROCEDURES AND EQUIPMENT FOR TURFGRASS SOD ESTABLISHMENT

- 3.1.12.a. The Contractor shall use rear-discharge mowers or mowers with mulching decks only. At no time is freshly mowed grass to be blown onto headstones. Riding mowers may be used if they are not operated within two (2) inches of headstones, flat markers, monuments, tree trunks or other vertical surfaces.
- 3.1.12.b. Commercial grade power trimmers and power edgers shall be used to trim grass from around headstones, monuments, markers, etc. The Contractor shall use

trimmers with a plastic blade attachment to cleanly trim edges around all flat markers. Care must be taken not to chip flat markers with blades.

- 3.1.12.c. All mowing equipment shall be cleaned before mowing at the cemetery to reduce the risk of introducing contaminant weed seeds into the cemetery turf. No equipment will be cleaned on cemetery property.
- 3.1.12.d. Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged.
- 3.1.12.e. Turfgrass Heights: Turf shall be maintained at a height of 3.0-4.0 inches. The height of grass is what is measured to get the correct cutting height. The cutting height of all mowing equipment shall be set to maintain the specified height. At no time will more than one-third (1/3) of leaf blade be removed during any single mowing.
- 3.1.12.f. Trimming: The base of headstones, trees, monuments, markers, buildings walls, fences, signs and other vertical surfaces shall be trimmed to keep the grass 3.0-4.0 inches high. Trimming operations will be considered a part of mowing and accomplished concurrently with mowing operations. A mowing cycle will not be considered complete until all trimming operations are accomplished. Areas will be mowed first, followed by the trimming operation.
- 3.1.12.g. Mowing and trimming will be accomplished free of scalping, rutting, bruising, and uneven and rough cutting. Use of cutting equipment that is out of adjustment, thereby causing streaks or irregularities, uneven cutting, plowing, or gouging of the soil is not permitted. After cutting, grass will have a uniform height.
- 3.1.12.h. Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear, prevents wheel rutting, and provides a neater appearance. All mowing around trees will be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf.
- 3.1.12.i. Mowing, trimming and edging operations will not damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc.

3.2. TRASH, DEBRIS & LEAF REMOVAL

- 3.2.1. Debris and Trash: Any item, material, or foreign object not permanently attached to or planted within the Cemetery grounds and boundaries. Items include, but are not limited to, tree leaves, fallen twigs and branches that are under ten (10) inches (25.40 cm) in diameter, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic items, loose rock and stone over three (3) inches (7.62 cm) in diameter that are not the apparent result of an interment. Also included is the material found within the trash receptacles located throughout the Cemetery grounds.

- 3.2.2. Contractor shall collect and dispose of all debris and trash before and after each mowing and trimming event within the cemetery.
- 3.2.3. Any clippings deposited on headstones, flat markers, monuments, roadways, walkways (inside and out), flagpole bases, or other non-turf grass areas, shall be mechanically blown onto nearby turf areas when possible, or collected and disposed of on the same day as the mowing and trimming event that produced them. Any clippings deposited on sidewalks or at public visitor areas including at the Committal Shelter areas shall be swept or removed using mechanical blowers at same time mowing work is occurring. Clearly visible windrows of clippings, as a result of infrequent mowing, will be removed and disposed of at no extra cost to the Government.

4. HEADSTONE CLEANING

4.1. WORK OVERVIEW

- 4.1.1. This section outlines headstone and flat marker cleaning services. The Contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, and personnel, to provide the services defined herein.
- 4.1.2. The COR will determine the beginning point and ending points in each gravesite section.

4.2. DEFINITIONS:

- 4.2.1. “Clean” under this contract means the headstones shall contain NO discoloration, environmental deposits, mold, mildew, moss, algae, lichen, dirt/mud, grass clippings, grass marks, bird droppings, etc.
- 4.3. All equipment and supplies maintained and operated by the Contractor shall be consistent and fully compliant with all applicable Federal, State, and County laws, ordinances and regulations and meet State inspection, safety, licensing, registration, and insurance requirements.
- 4.3.1. All in-ground vases, temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the headstone cleaning operation shall be carefully, and in an orderly manner, moved from and after completion of the work, moved back to all gravesites by the Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the headstone and associated decorations or vases.
- 4.3.2. Use care not to scratch or damage headstones or flat markers in any manner. Contractor shall be responsible for replacing damaged headstones or flat markers and restoring all damages caused to turf during performance of this work. Any headstones or flat markers that are chipped, marred, broken, or damaged by the Contractor shall be reported to the COR or the Cemetery Director 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. The cost of the replacement headstones will be deducted from Contractor’s invoice(s). All headstone replacements must be coordinated with the COR. Any existing permanent gravesite control markers, temporary contractor installed control markers, grid or sectional monuments that are disturbed, displaced, or broken shall be replaced and properly reset by a licensed surveyor at the 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 Contractor's expense. The requirements of this paragraph shall be completed by the Contractor within fourteen (14) workdays, unless otherwise agreed to by the COR.

4.4. HEADSTONE CLEANING PROCESS

- 4.4.1. All in-ground vases, temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the cleaning of the headstones or flat markers operation shall be carefully, and in an orderly manner, moved from and after completion of the work, moved back to all gravesites by the Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the headstone and associated decorations or vases.
- 4.4.2. Cleaning techniques shall demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etc., and shall be consistent and fully compliant with all applicable Federal, State, and County laws, ordinances and regulations.
 - 4.4.2.a. "D/2 Biological Solution" is the only authorized cleaner for marble headstones and markers at national cemeteries.
 - 4.4.2.b. 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".
 - 4.4.2.c. When water under pressure is used, such pressure will not be greater than 600 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 or marker the more likely that power washing can cause damage, lower psi (up to 200 psi) is recommended.
 - 4.4.2.d. 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.
 - 4.4.2.e. Rinsing: Thoroughly rinse the headstone or marker surface using clean, clear water under low pressure or without pressure.
 - 4.4.2.f. Site disturbance: If water used in cleaning should soften the soil around the base of the headstone or marker so it is loosened, care will be taken not to tip the headstone out of plumb or alignment.

- 4.4.2.g. Care will be taken to protect the turf area from damage. Any turf damaged by the Contractor will 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.
- 4.4.3. **APPLICATION OF "D/2 BIOLOGICAL SOLUTION"**
 - 4.4.3.a. After wetting the headstone or marker in accordance with paragraph 4.3.2.b. above, apply a heavy spray application of undiluted "D/2 Biological Solution" cleaner to all sides of the headstone. Do not dilute the cleaner with water.
 - 4.4.3.b. Do not rinse: allow D/2 to soak into the stone. Do not irrigate for 12 hours, and if significant rain occurs within 12 hours reapply the D/2. Heavy stains or deposits should be scrubbed with a soft bristle brush 10-15 minutes after D/2 application, keeping the surface wet with additional D/2 or a light water mist as needed.
 - 4.4.3.c. 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.
 - 4.4.3.d. Headstones that have been cleaned but become marked, discolored, dirt covered, or muddied, etc., 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.
 - 4.4.3.e. The end result of this service is that the Contractor will provide the Government "CLEAN" headstones/markers, as defined above.

5. WATER AND IRRIGATION

5.1. WORK SUMMARY

- 5.1.1. The Contractor is required to establish and maintain healthy turf. All turf established by the Contractor shall be irrigated and maintained by the Contractor until acceptance is made by the COR. The Governments reserves the right to require an increase or decrease in frequency of watering as deemed necessary.
- 5.1.2. Rainfall: The Contractor shall monitor and record rainfall occurring at the site during the contract period with an on-site rain gauge he/she provides. Any rainfall occurring in any given week will offset the Contractor's requirement of providing water for that week. In the event of a State or Local Government mandate of a drought restriction, the Contractor will follow all guidelines concerning watering of turf and newly sodded areas. If the Contractor does not follow the guidelines, he/she assumes the responsibility of paying any State or Local imposed fines.

5.2. EQUIPMENT AND CONNECTIONS:

5.2.1. The Contractor shall furnish all transportation, equipment, materials, and labor necessary to deliver water to the cemetery burial sections where new sod has been established. Water will be provided by the Contractor, except as may be available from hose outlets and/or irrigation system (if present) in the cemetery. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained or dispersed. Water obtained from hose outlets shall be used for contract purposes.

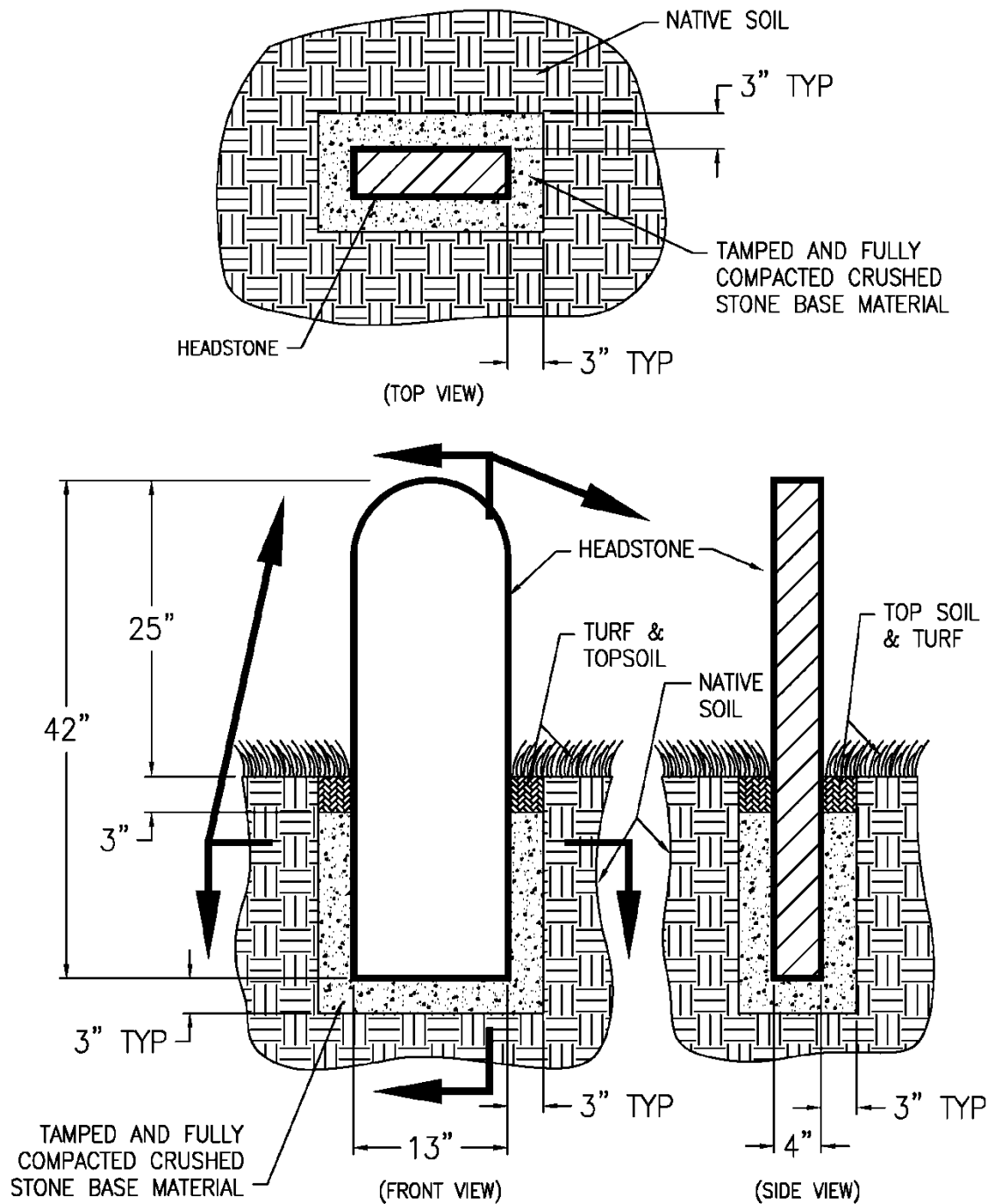
5.2.2. The Contractor is responsible for making all temporary connections to the cemetery water supply (water spigots, etc.) in accordance with any local, municipal, State and/or Federal regulations. All fees, permits, licenses and inspections necessary for hook-up and disconnection incurred during the contract performance period, are the responsibility of the Contractor.

5.3. WATERING:

5.3.1. Watering shall be in accordance with the requirements of sections (2.0) and/or (5.0).

GUIDANCE SPECIFICATION EXHIBITS	
EXHIBIT NUMBER	EXHIBIT TITLE
A.1	Upright Headstone Installation Details
B.1	Upright Headstone (Civil War Type) Installation Details
C.1	Plan View – Upright Headstone Burial Section Layout and Realignment
D.1	Elevation View – Upright Headstone Burial Section Vertical Alignment
E.1	Turfgrass Specifications and Mowing Requirements

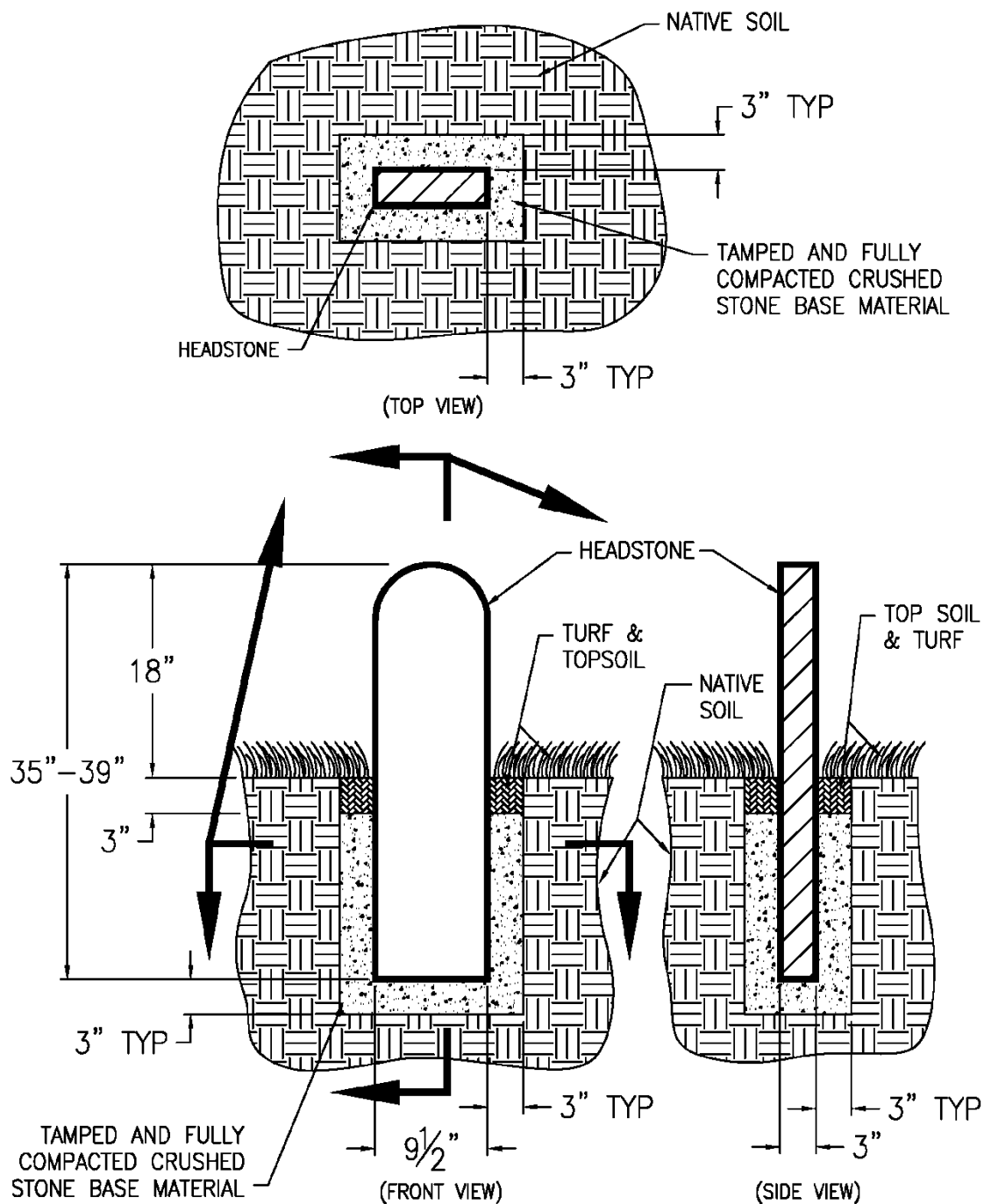
GUIDANCE SPECIFICATION EXHIBIT A.1



INSTALLATION DETAILS

UPRIGHT HEADSTONE

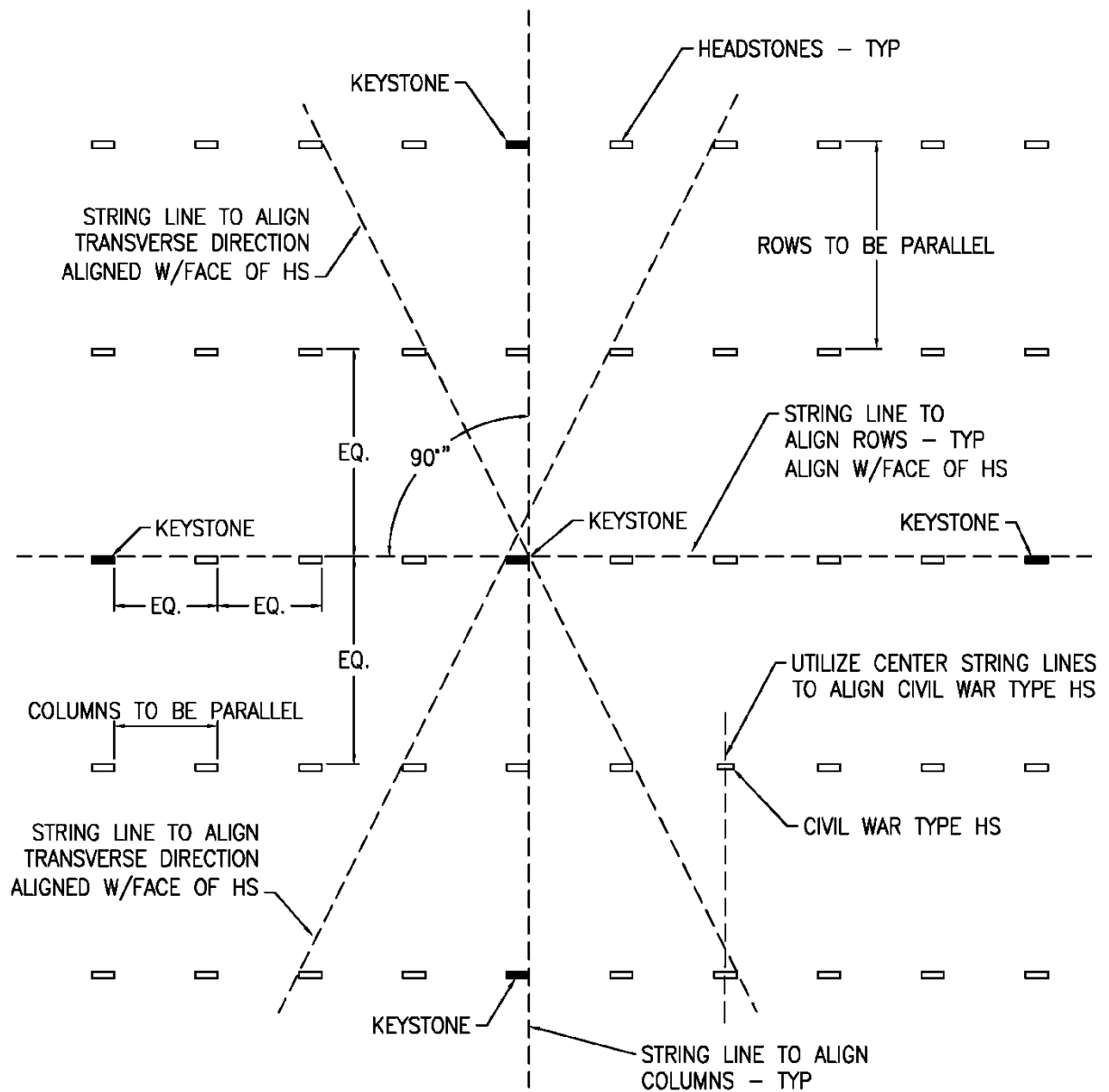
GUIDANCE SPECIFICATION EXHIBIT B.1



INSTALLATION DETAILS

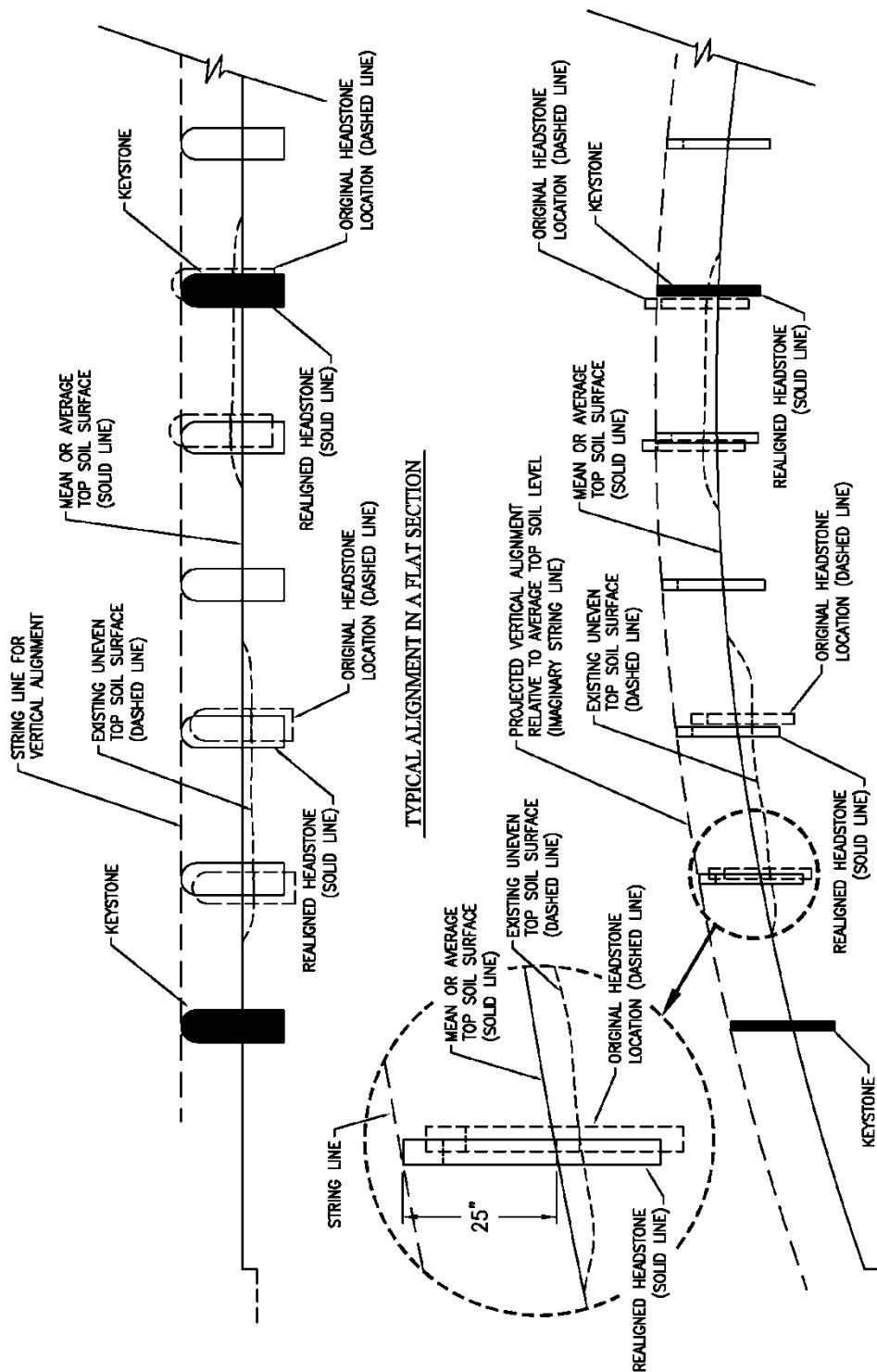
UPRIGHT HEADSTONE
CIVIL WAR TYPE

GUIDANCE SPECIFICATION EXHIBIT C.1



PLAN VIEW
 UPRIGHT HEADSTONE
 BURIAL SECTION LAYOUT AND REALIGNMENT

GUIDANCE SPECIFICATION EXHIBIT D.1



TYPICAL ALIGNMENT IN A SLOPED SECTION

ELEVATION VIEW
 UPRIGHT HEADSTONE
 BURIAL SECTION LAYOUT AND REALIGNMENT

Dollar Amount: \$ _____

Point of Contact: _____

POC Title: _____ Phone: _____

E-mail: _____

=====

Contract Title & Number: _____

Installation_____ /Address: _____

Dollar Amount: \$ _____

Point of Contact: _____

POC Title: _____ Phone: _____

E-mail: _____

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List any company employees who had experience on above jobs planned to be involved on this contract and list the extent of their involvement.

Describe how and to what extent that your previous experience benefits the requirements of this contract. Be specific and address all the major work requirements of the contract.

GUIDANCE SPECIFICATION EXHIBIT E.1

TURFGRASS SPECIFICATIONS

1. Provide Certified Turfgrass Sod, Premium Grade of the variety/type/blend/mixture as indicated in the Table below.
2. Thickness of Cut: Turfgrass sod shall be machine cut at a uniform soil thickness of 0.60 inch (15 mm), plus or minus 0.25 inch (6 mm), at the time of cutting. Measurement for thickness shall exclude top growth and thatch.
3. Pad Size: Individual pieces of turfgrass sod shall be cut to the supplier's standard width and length. Maximum allowable deviation from standard widths and lengths shall be plus or minus 0.5 inch (15 mm) on width and plus or minus five percent on length. Broken pads and torn or uneven ends will not be acceptable.
4. Strength of Turf Sod Sections: Standard size sections of turfgrass sod shall be strong enough that it can be picked up and handled without damage.
5. Moisture Content: Turfgrass sod shall not be harvested or transplanted when its moisture content (excessively dry or wet) may adversely affect its survival.
6. Mowing Height: Before harvesting, the turfgrass shall be mowed uniformly at a height of 1 to 2.5 inches (25 to 60 mm) on cool season grasses (i.e., bluegrass, bentgrass, rye and fescue).
7. Time Limitations: Turfgrass sod shall be harvested, delivered and installed/transplanted within a period of 24 hours, unless a suitable preservation method is approved prior to delivery. Turfgrass sod not transplanted within this period shall be inspected and approved by the inspecting officer or his representative prior to its installation.
8. Thatch: Turfgrass sod shall be relatively free of thatch, up to 0.5-inch (15 mm) allowable (uncompressed).
9. Diseases, Nematodes and Insects: Turfgrass sod shall be reasonably free of diseases, nematodes and soil-borne insects.
10. Weeds: Sod shall be free of objectionable grassy and broad leaf weeds. Turfgrass sod will not be acceptable if it contains any of the following weeds: common bermudagrass (wiregrass), quackgrass, johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel and/or brome grass. Turfgrass Sod shall be considered free of such weeds if less than 5 such plants are found per 100 square feet (10 sq m) of area.
11. Delivery and Off-Loading: Turfgrass sod shall be delivered to the site and off-loaded using equipment furnished by the turfgrass sod supply contractor.

TURFGRASS VARIETY AND MOWING HEIGHT REQUIREMENTS			
Cemetery	Turfgrass Variety	Mowing Height Range	Optimal Mowing Height
Great Lakes	Kentucky Bluegrass or Kentucky Bluegrass and Perennial Ryegrass mixture, consistent with what is used at the cemetery	3 to 4 inches	3 inches

EXHIBIT C – WORK SUMMARY & PROGRESS REPORT

WORK SUMMARY & PROGRESS REPORT	Period Covered:	From:	To:
Cemetery Location: Great Lakes National Cemetery	Contractor Information: _____ _____ _____ _____		
Project Title: Upright Headstone Raise and Re-alignment			
Contract No:			
<p><i>Inspection / Acceptance:</i> The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:</p> <ol style="list-style-type: none"> 1. Within a reasonable time after the defect was discovered or should have been discovered; and 2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. 			

WORK COMPLETED & SUBMITTED FOR ACCEPTANCE			
(This form is not to be used as an Invoice)			
1	Section keystones have been properly chosen with the approval of the COR in order to achieve a smooth, flowing transition between the rows and columns. Keystones have been set in accordance with the requirements using a licensed surveyor.	No. of Keystones & Section #'s:	
		Date Completed:	
2	Upright headstone sockets are dug with a 3" minimum clearance on all four sides and the bottom of the headstone to meet the height and alignment requirements. Sockets are clean and free of loose dirt and debris. The crushed stone base material has been added to the correct level and fully compacted.	Quantity & Section #'s:	
		Date Completed:	
3	Upright headstones in burial sections are uniform in height (25") above ground (20" for older/smaller headstones), horizontally and vertically plumb, with inscriptions visible, and installed to ensure a pleasing top line while compensating for irregular terrain (sloping and uneven ground). Alignment is within the maximum allowable tolerance of 1/8". COR has randomly sampled the headstones to verify height and alignment.	Quantity & Section #'s:	
		Date Completed:	
4	Completed raised and realigned headstones in all soil and terrain conditions are firmly set in place so that the headstones are rigid with no give or play. COR has randomly checked to assure headstones are firmly set in place.	Section Numbers:	
		Date Completed:	
5	Headstones otherwise present a neat overall appearance in a line vertically, laterally & transversely and provide a uniformly flowing transition throughout the Section and with adjoining Sections.	Section Numbers:	
		Date Completed:	
6	Headstones have been cleaned in accordance with the contract requirements.	Quantity & Section #'s:	
		Date Completed:	
Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.			

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Signature of Contractor:	Date Signed	Signature of Cemetery Director / COR	Date Signed
<i>Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.</i>			

Duplicate Form as Necessary

WORK SUMMARY & PROGRESS REPORT	Period Covered :	From:	To:
Cemetery Location: Great Lakes National Cemetery	Contractor Information: _____ _____ _____		
Project Title: Turf Renovation			
Contract No:			
<p><i>Inspection / Acceptance:</i> The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:</p> <ol style="list-style-type: none"> 1. Within a reasonable time after the defect was discovered or should have been discovered; and 2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. 			

WORK COMPLETED & SUBMITTED FOR ACCEPTANCE			
(This form is not to be used as an Invoice)			
1	Contractor shall inventory, remove, and store all irrigation heads and cap head risers within the limits of work with a copy of the inventoried equipment and materials provided to the COR. Exposed components, risers, valve boxes, quick couplers, etc. have been protected.	Quantity & Section #'s:	
		Date Completed:	
2	The entire vegetated area has been treated with an application of a non-selective herbicide by a licensed pesticide applicator. A minimum of 10 to 14 days has elapsed for the herbicide to fully translocate throughout all plant parts. The COR confirms that all vegetation in the treated area is completely dead.	Quantity & Section #'s:	
		Date Completed:	
3	Sod within 20 feet of trees has been removed from the soil surface..	Quantity & Section #'s:	
		Date Completed:	
4	Turfgrass fertilizer has been applied and rototilled to a minimum depth of 6 inches (and only 3 inches 10-20' from tree trunks, and surface graded by hand within 10' of tree trunks) to uniformly mix fertilizer with the topsoil and to loosen top surface for re-grading and leveling.	Quantity & Section #'s:	
		Date Completed:	
5	Topsoil has been graded, leveled, and compacted to achieve a finished appearance that is smooth, uniformly level, free of all surface ripples, depressions, high spots, low areas, ridges, with any clumps of plant debris removed. The finish grade is a maximum of 1 inch below the adjoining grade of any surfaced area and is nominally 26 inches below the top of all upright headstones unless otherwise approved by the COR.	Quantity & Section #'s:	
		Date Completed:	
6	All irrigation components and sprinkler heads have been re-installed to finish grade and adjusted to provide full coverage with the best distribution uniformity.	Quantity & Section #'s:	
		Date Completed:	
7	All turfgrass sod has been installed using certified sod as	Quantity &	

	specified. Sod pieces are not stretched or overlapped and that all joints are butted tightly to prevent voids that would cause air drying of the roots and to prevent weed growth.	Section #'s:	
		Date Completed:	
8	All turfgrass is completely established and ready for final acceptance. It is green, uniform in color, leaf texture, and shoot density, and generally free of weeds, diseases and other visible imperfections. The Contractor has mowed it at least three times and maintained it for at least 60 days, and this final acceptance is NOT made between December 1 and April 1 or between June 1 and September 1. Areas void of turfgrass > one square foot and larger have been replanted and re-established.	Quantity & Section #'s:	
		Date Completed:	
Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.			
<hr/> <hr/> <hr/>			
Signature of Contractor:	Date Signed	Signature of Cemetery Director / COR	Date Signed
<i>Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.</i>			

Duplicate Form as Necessary

EXHIBIT D – QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Government will maintain the QASP as a living document to assure compliance with the contract. The Contractor and the Government will discuss revisions to the methods or procedures used for surveillance and Quality Assurance (QA), as needed. The Government reserves the right to approve any revisions to the QASP.

QUALITY ASSURANCE SURVEILLANCE PLAN

Upright Headstone Raise and Realignment with Turf Renovation Great Lakes National Cemetery

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate Contractor actions while implementing this Performance Work Statement (PWS). It is designed to provide an effective surveillance method of monitoring Contractor performance for each listed objective on the Performance Work Requirements Summary (PWRS).

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish and not the details of how the Contractor accomplishes the work.

This QASP is based on the premise the Government desires to maintain a quality standard for this service contract and that a service contract to provide this service is the best means of achieving that objective.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. Good management and use of an adequate control plan will allow the Contractor to operate within specified performance requirements. The role of the Government is quality assurance to ensure contract standards are achieved.

In this contract, the quality control program is the driver for product quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a “self-correcting” contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the Contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a comprehensive quality assurance program.

PROCEDURES

Contracting Officer Representative (COR) will verify Contractor compliance with designated performance requirements through a series of random; announced/unannounced; and impromptu/scheduled inspections; as well as validated customer complaints, to ensure Contractor is in compliance with the appropriate paragraphs of the PWS and will record the results of inspection, noting the date and time of inspection or complaint.

If inspection indicates unacceptable performance, the COR will use a Contract Discrepancy Report (CDR) to communicate them to the Contractor and follow up to ensure discrepancies or nonconformance's are corrected. When a discrepancy exists, the Contractor shall complete the applicable CDR blocks. The Contractor shall be given a reasonable time after notification to correct the unacceptable performance if such correction is possible. The length of time allowed to correct the

problem will depend upon the requirement and the deficiency, and the Contractor will be notified of the time allowed for correction when the deficiency is reported to the Contractor.

The COR will inspect and accept Contractor services at the completion of each contract payment period, usually monthly. The COR may elect to not accept services that are non-compliant with the terms, conditions, and specifications of this order/contract, or exceed the performance threshold below. The COR will certify services actually received under this contract via the Contractor's invoice.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)		
Performance Objective	SOW Paragraph(s).	Performance Threshold/Inspection Method
(1) Raise, level, realign, backfill existing upright headstones	§B.3, Exhibit B, Items 1, 1.2, & 1.3	Satisfactory compliance: 98%. No more than 2 unresolved CDRs during a one-year period. Inspection method(s): 100% Inspection.
(2) Clean existing upright headstones/flat markers	§B.3, Exhibit B, Item 4	Satisfactory compliance: 95%. No more than 2 unresolved CDRs during a one-year period. Inspection method(s): 100% Inspection.
(3) Site and work area cleanliness	§B.3, Exhibit B, Item 3.2 and §B.2 XII	Satisfactory compliance: 95%. No more than 2 unresolved CDRs during a one-year period. Inspection method(s): Periodic Inspection, customer complaint.
(4) Report Submittals	§B.2 XVI	Satisfactory compliance: No more than 1 missed submittal within an invoicing period. No more than 5 missed submittals within a one-calendar year period. Inspection method(s): 100% Inspection.
(5) Safety maintained during operations	§B.2 XI, XX, XXIII, XXV	Satisfactory compliance: 100%. Inspection method(s): Periodic Inspection, customer compliant.

Methods of Surveillance:

100% Inspection: Means what the title implies – inspection of every requirement stated in the contract each time it occurs.

Periodic Inspection: The type of surveillance that is based upon selecting samples for evaluation other than 100% inspection or on a random basis.

Customer Complaint: Surveillance based upon receipt of any complaint regarding the contractor's employees, or efforts under this contract, from a facility visitor or Government employee by the COR or Contracting Officer. These complaints must be referred to the Contractor for comment within 2 business days, and the Contractor's comments, and/or any applicable documentation regarding the complaint, must be returned to the COR within 3 business days; or the COR may consider a non-response as the Contractor's agreement with the complaint. The COR will then validate or dismiss the complaint based upon a review of the facts and Contractor's response to the complaint.

EXHIBIT E – REQUIREMENT THAT HEADSTONES NEVER LEAVE GRAVESITES

TO ENSURE THE ACCURACY OF HEADSTONE AND MARKER PLACEMENT DURING THE RAISE AND REALIGNMENT PROJECT, THE FOLLOWING PROCEDURES WILL BE FOLLOWED BY MEMORIAL SERVICE NETWORK PERSONNEL, CEMETERY PERSONNEL AND CONTRACTING OFFICER'S REPRESENTATIVE (COR) BEFORE THE RAISE & REALIGNMENT PROCESS BEGINS

The Midwest District 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 MSN 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 NCA Midwest District (MD) 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.

Prior to the completion of each work day, a Daily Headstone/Marker Raise & Realign Verification Survey will be completed for all headstones and markers raised & realigned. The COR/cemetery director/designee will verify the accuracy of the placement of headstones or markers on the correct gravesite using the same Burial Register Report and gravesite layout map(s) that were used for the initial headstone/marker 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/Marker Raise & Realign Verification Survey will be maintained by the COR for certifying payments for completed work, tracking project progress and other administrative needs.

When site conditions are restrictive and it is not possible to safely operate equipment while keeping the headstones/markers on the gravesite, the contractor will prepare these sites by hand. At no time may headstones/markers be removed from the gravesites.

The contractor is responsible to protect headstones and markers during the realignment & turf renovation process from damage or being discolored from contact with dirt, soil or other contaminants.

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

EXHIBIT F – HEADSTONE RAISE & REALIGN INITIAL SURVEY FORM

Headstone Raise & Realign Initial Survey

Station Number: _____ Date: _____

Cemetery: _____ Cemetery Director: _____

Contracting Officers Representative: _____

Instructions: The Contracting Officer's Representative (COR) /Cemetery Director/Cemetery Foreman/ Work Leader/designee MUST conduct an initial survey of ALL headstones included in the scope of work (SOW) before any work is performed. The COR/Cemetery Director/Cemetery Foreman/Cemetery Work Leader/designee will use the Burial Register Report and the Gravesite Layout Map(s) for the initial survey.

Discrepancy/Issue Identified: Y/N _____ Date: _____

All discrepancies/issues resolved Y/N _____ Date: _____

I certify that the Initial Headstone verification survey was completed by the COR/Cemetery Director/Foreman or Work Leader/designee. The Burial Register Report and the Gravesite Layout Map for the cemetery and sections listed in the SOW were used to complete the survey.

COR/Director/Foreman/Work Leader/designee Signature: _____

Date: _____

Prior to the completion of the workday, a Daily Headstone R&R Verification Survey MUST be completed by the COR/Cemetery Director/Cemetery Foreman/Work Leader/designee utilizing the same Burial Register Report and Gravesite Layout Map as used in the initial survey for ALL completed work.

EXHIBIT G – DAILY HEADSTONE RAISE & REALIGN VERIFICATION SURVEY

Daily Headstone Raise & Realign Verification Survey

Station Number: _____

Date: _____

Cemetery: _____

Cemetery Director: _____

COR: _____

Instructions: Prior to the completion of the workday, the Cemetery Director/COR/Foreman/Work Leader/designee MUST perform a re-verification survey for ALL completed work of headstones included in the scope of work. The Cemetery Director/COR/Foreman/Work Leader/designee will use the original Burial Register Report and Gravesite Layout Map used for the Initial Verification Survey.

List Sections and Headstones R&R: _____

List discrepancy/issue: _____

All discrepancies/issues resolved: Y/N _____

Cemetery Director/COR/Foreman/ Work Leader/designee informed MSN Director and Contracting Officer of all unresolved discrepancies/issues: Y/N _____

By signing below, I certify the Headstone re-verification survey was completed.

Daily Headstone Verification:

Date: _____

Time Completed: _____

COR/Director/Foreman/Work Leader/designee Signature: _____

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).

C.2 DIGNITY CLAUSE

Respect for Headstones and Markers in National Cemeteries

I. Handling of Markers and Headstones

- II. Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.
 - a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
 - b. No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.
 - c. Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e. Bobcat®) or similar machine to extract the headstone from the socket. When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection

method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two wood 4X4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.

- d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
 - e. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.
- III. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.
 - IV. The contractor is required to discuss the guidance with this contractor employees and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

C.3 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

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

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

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

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

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

(End of clause)

C.4 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2014)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government

for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

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

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.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.217-8	OPTION TO EXTEND SERVICES	NOV 1990
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011)	MAY 2011
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996

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
52.243-1	CHANGES—FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
(End of Addendum to 52.212-4)		

C.6 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

C.7 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$20,000;

(2) Any order for a combination of items in excess of \$60,000; 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.8 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 months after receipt of the notice to proceed letter.

(End of Clause)

C.9 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of Clause)

C.10 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.11 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 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.12 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 15 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.13 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

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

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

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

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

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

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

(End of Clause)

C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.15 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.16 ESTIMATED QUANTITIES (APR 1984)

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the provision that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

C.17 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.18 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest

Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.19 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

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

(End of Clause)

C.20 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.21 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

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

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33) 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.)

[] (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (35)(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.

[] (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[] (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (38)(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.

[X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (41)(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] (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (43) 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).

☐ (44) 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).

☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

GROUPS MAINTENANCE	WG-3 STEP 1 \$19.89 H&W \$4.27
GROUPS MAINTENANCE	WG-3 STEP 3 \$21.56 H&W \$4.27
GROUPS MAINTENANCE	WG-3 STEP 5 \$23.18 H&W \$4.27
GROUPS MAINTENANCE	WG-5 STEP 1 \$22.93 H&W \$4.27

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

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

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

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

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

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

☒ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

☒ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

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

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

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

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

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

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

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

(End of Clause)

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

ATTACHMENT A WAGE DETERMINATION.....page 94

ATTACHMENT B CONTRACT DISCREPANCY REPORT.....page 103

ATTACHMENT C PAST PERFORMANCE QUESTIONNAIRE.....page 104

ATTACHMENT A – SERVICE WAGE SCHEDULE

The DOL Wage Determination for this solicitation and any contract awarded is available at <http://www.wdol.gov>. Please note the listing below is not an all-inclusive wage determination of each area of performance and construction type for this locality. It is the contractor's responsibility to obtain and evaluate each wage determination for individual localities in order to be in compliance with the Service Act.

WD 05-2273 (Rev.-18) was first posted on www.wdol.gov on 01/05/2016

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2273
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.

State: Michigan

Area: Michigan Counties of Genesee, Lapeer, Macomb, Monroe, Oakland, St Clair, Wayne

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.22
01012 - Accounting Clerk II		15.96
01013 - Accounting Clerk III		18.77
01020 - Administrative Assistant		26.95
01040 - Court Reporter		19.80
01051 - Data Entry Operator I		13.85
01052 - Data Entry Operator II		15.12
01060 - Dispatcher, Motor Vehicle		21.98
01070 - Document Preparation Clerk		15.38
01090 - Duplicating Machine Operator		15.38
01111 - General Clerk I		13.37
01112 - General Clerk II		14.60
01113 - General Clerk III		16.39
01120 - Housing Referral Assistant		22.04
01141 - Messenger Courier		11.47
01191 - Order Clerk I		14.16
01192 - Order Clerk II		15.95
01261 - Personnel Assistant (Employment) I		17.30
01262 - Personnel Assistant (Employment) II		19.35
01263 - Personnel Assistant (Employment) III		21.57
01270 - Production Control Clerk		21.45
01280 - Receptionist		13.67
01290 - Rental Clerk		15.38
01300 - Scheduler, Maintenance		17.30

01311 - Secretary I	17.30
01312 - Secretary II	19.35
01313 - Secretary III	22.04
01320 - Service Order Dispatcher	19.04
01410 - Supply Technician	25.70
01420 - Survey Worker	18.56
01531 - Travel Clerk I	13.02
01532 - Travel Clerk II	14.14
01533 - Travel Clerk III	15.31
01611 - Word Processor I	15.07
01612 - Word Processor II	16.92
01613 - Word Processor III	18.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.66
05010 - Automotive Electrician	22.58
05040 - Automotive Glass Installer	21.84
05070 - Automotive Worker	21.84
05110 - Mobile Equipment Servicer	20.43
05130 - Motor Equipment Metal Mechanic	23.31
05160 - Motor Equipment Metal Worker	21.84
05190 - Motor Vehicle Mechanic	23.31
05220 - Motor Vehicle Mechanic Helper	19.71
05250 - Motor Vehicle Upholstery Worker	21.12
05280 - Motor Vehicle Wrecker	21.84
05310 - Painter, Automotive	22.58
05340 - Radiator Repair Specialist	21.84
05370 - Tire Repairer	19.58
05400 - Transmission Repair Specialist	23.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.55
07041 - Cook I	13.99
07042 - Cook II	15.07
07070 - Dishwasher	11.64
07130 - Food Service Worker	11.64
07210 - Meat Cutter	16.26
07260 - Waiter/Waitress	12.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.44
09040 - Furniture Handler	18.10
09080 - Furniture Refinisher	23.44
09090 - Furniture Refinisher Helper	20.50
09110 - Furniture Repairer, Minor	21.98
09130 - Upholsterer	23.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.97
11060 - Elevator Operator	14.97
11090 - Gardener	17.38
11122 - Housekeeping Aide	13.40
11150 - Janitor	13.41
11210 - Laborer, Grounds Maintenance	14.78
11240 - Maid or Houseman	12.13
11260 - Pruner	13.63
11270 - Tractor Operator	15.88
11330 - Trail Maintenance Worker	14.78
11360 - Window Cleaner	14.24
12000 - Health Occupations	
12010 - Ambulance Driver	17.90
12011 - Breath Alcohol Technician	19.72
12012 - Certified Occupational Therapist Assistant	22.17
12015 - Certified Physical Therapist Assistant	22.17
12020 - Dental Assistant	17.03
12025 - Dental Hygienist	30.37
12030 - EKG Technician	25.82
12035 - Electroneurodiagnostic Technologist	25.82
12040 - Emergency Medical Technician	17.90
12071 - Licensed Practical Nurse I	17.61
12072 - Licensed Practical Nurse II	19.72

12073 - Licensed Practical Nurse III	21.34
12100 - Medical Assistant	14.58
12130 - Medical Laboratory Technician	22.29
12160 - Medical Record Clerk	15.74
12190 - Medical Record Technician	19.47
12195 - Medical Transcriptionist	18.11
12210 - Nuclear Medicine Technologist	33.56
12221 - Nursing Assistant I	11.25
12222 - Nursing Assistant II	12.27
12223 - Nursing Assistant III	13.40
12224 - Nursing Assistant IV	15.04
12235 - Optical Dispenser	19.36
12236 - Optical Technician	17.61
12250 - Pharmacy Technician	17.78
12280 - Phlebotomist	15.04
12305 - Radiologic Technologist	26.11
12311 - Registered Nurse I	29.83
12312 - Registered Nurse II	32.20
12313 - Registered Nurse II, Specialist	32.20
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III, Anesthetist	44.14
12316 - Registered Nurse IV	52.92
12317 - Scheduler (Drug and Alcohol Testing)	24.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.47
13012 - Exhibits Specialist II	26.61
13013 - Exhibits Specialist III	32.54
13041 - Illustrator I	25.01
13042 - Illustrator II	30.40
13043 - Illustrator III	35.82
13047 - Librarian	30.28
13050 - Library Aide/Clerk	13.49
13054 - Library Information Technology Systems Administrator	27.34
13058 - Library Technician	18.56
13061 - Media Specialist I	18.54
13062 - Media Specialist II	20.75
13063 - Media Specialist III	23.13
13071 - Photographer I	19.42
13072 - Photographer II	22.83
13073 - Photographer III	29.56
13074 - Photographer IV	34.28
13075 - Photographer V	39.82
13110 - Video Teleconference Technician	19.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.16
14042 - Computer Operator II	19.20
14043 - Computer Operator III	21.40
14044 - Computer Operator IV	23.77
14045 - Computer Operator V	26.33
14071 - Computer Programmer I	(see 1) 22.60
14072 - Computer Programmer II	(see 1) 27.62
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	17.16
14160 - Personal Computer Support Technician	23.77
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.52
15020 - Aircrew Training Devices Instructor (Rated)	39.35
15030 - Air Crew Training Devices Instructor (Pilot)	50.79
15050 - Computer Based Training Specialist / Instructor	32.52
15060 - Educational Technologist	30.30
15070 - Flight Instructor (Pilot)	50.79
15080 - Graphic Artist	30.61

15090 - Technical Instructor	26.84
15095 - Technical Instructor/Course Developer	32.69
15110 - Test Proctor	21.80
15120 - Tutor	21.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.00
16030 - Counter Attendant	10.00
16040 - Dry Cleaner	13.34
16070 - Finisher, Flatwork, Machine	10.00
16090 - Presser, Hand	10.00
16110 - Presser, Machine, Drycleaning	10.00
16130 - Presser, Machine, Shirts	10.00
16160 - Presser, Machine, Wearing Apparel, Laundry	10.00
16190 - Sewing Machine Operator	14.52
16220 - Tailor	15.65
16250 - Washer, Machine	11.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.18
19040 - Tool And Die Maker	29.03
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.65
21030 - Material Coordinator	24.49
21040 - Material Expediter	24.54
21050 - Material Handling Laborer	18.05
21071 - Order Filler	15.92
21080 - Production Line Worker (Food Processing)	20.65
21110 - Shipping Packer	17.34
21130 - Shipping/Receiving Clerk	17.34
21140 - Store Worker I	17.19
21150 - Stock Clerk	21.86
21210 - Tools And Parts Attendant	20.65
21410 - Warehouse Specialist	20.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.30
23021 - Aircraft Mechanic I	27.91
23022 - Aircraft Mechanic II	29.30
23023 - Aircraft Mechanic III	30.84
23040 - Aircraft Mechanic Helper	19.51
23050 - Aircraft, Painter	25.78
23060 - Aircraft Servicer	22.27
23080 - Aircraft Worker	23.38
23110 - Appliance Mechanic	23.44
23120 - Bicycle Repairer	18.66
23125 - Cable Splicer	27.79
23130 - Carpenter, Maintenance	25.15
23140 - Carpet Layer	24.10
23160 - Electrician, Maintenance	32.65
23181 - Electronics Technician Maintenance I	26.20
23182 - Electronics Technician Maintenance II	27.07
23183 - Electronics Technician Maintenance III	31.31
23260 - Fabric Worker	23.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	22.37
23311 - Fuel Distribution System Mechanic	25.62
23312 - Fuel Distribution System Operator	22.26
23370 - General Maintenance Worker	23.96
23380 - Ground Support Equipment Mechanic	27.91
23381 - Ground Support Equipment Servicer	22.27
23382 - Ground Support Equipment Worker	23.38
23391 - Gunsmith I	22.37
23392 - Gunsmith II	24.10
23393 - Gunsmith III	25.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.71
23430 - Heavy Equipment Mechanic	29.63

23440 - Heavy Equipment Operator	27.30
23460 - Instrument Mechanic	29.03
23465 - Laboratory/Shelter Mechanic	24.89
23470 - Laborer	16.69
23510 - Locksmith	23.44
23530 - Machinery Maintenance Mechanic	28.66
23550 - Machinist, Maintenance	27.99
23580 - Maintenance Trades Helper	19.60
23591 - Metrology Technician I	29.03
23592 - Metrology Technician II	29.96
23593 - Metrology Technician III	30.88
23640 - Millwright	34.10
23710 - Office Appliance Repairer	24.76
23760 - Painter, Maintenance	26.60
23790 - Pipefitter, Maintenance	29.87
23810 - Plumber, Maintenance	29.24
23820 - Pneudraulic Systems Mechanic	25.75
23850 - Rigger	25.62
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	29.24
23910 - Small Engine Mechanic	23.98
23931 - Telecommunications Mechanic I	26.29
23932 - Telecommunications Mechanic II	27.07
23950 - Telephone Lineman	26.29
23960 - Welder, Combination, Maintenance	26.46
23965 - Well Driller	25.34
23970 - Woodcraft Worker	25.75
23980 - Woodworker	22.37
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.85
24580 - Child Care Center Clerk	18.10
24610 - Chore Aide	11.03
24620 - Family Readiness And Support Services Coordinator	16.29
24630 - Homemaker	19.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.00
25040 - Sewage Plant Operator	25.78
25070 - Stationary Engineer	28.00
25190 - Ventilation Equipment Tender	21.57
25210 - Water Treatment Plant Operator	25.78
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.29
27007 - Baggage Inspector	12.93
27008 - Corrections Officer	23.65
27010 - Court Security Officer	23.72
27030 - Detection Dog Handler	19.75
27040 - Detention Officer	23.65
27070 - Firefighter	21.27
27101 - Guard I	12.93
27102 - Guard II	19.75
27131 - Police Officer I	27.65
27132 - Police Officer II	30.72
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.14
28042 - Carnival Equipment Repairer	14.65
28043 - Carnival Equipment Worker	12.22
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	13.00
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.16
28515 - Recreation Specialist	16.58
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	20.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.58
29020 - Hatch Tender	22.58

29030 - Line Handler	22.58
29041 - Stevedore I	21.82
29042 - Stevedore II	23.37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.88
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.82
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.53
30021 - Archeological Technician I	20.08
30022 - Archeological Technician II	22.47
30023 - Archeological Technician III	27.83
30030 - Cartographic Technician	27.83
30040 - Civil Engineering Technician	27.83
30061 - Drafter/CAD Operator I	20.08
30062 - Drafter/CAD Operator II	22.47
30063 - Drafter/CAD Operator III	25.05
30064 - Drafter/CAD Operator IV	30.82
30081 - Engineering Technician I	18.36
30082 - Engineering Technician II	21.64
30083 - Engineering Technician III	25.16
30084 - Engineering Technician IV	31.16
30085 - Engineering Technician V	36.70
30086 - Engineering Technician VI	44.38
30090 - Environmental Technician	25.01
30210 - Laboratory Technician	21.70
30240 - Mathematical Technician	27.83
30361 - Paralegal/Legal Assistant I	20.88
30362 - Paralegal/Legal Assistant II	25.86
30363 - Paralegal/Legal Assistant III	31.63
30364 - Paralegal/Legal Assistant IV	38.28
30390 - Photo-Optics Technician	27.83
30461 - Technical Writer I	25.25
30462 - Technical Writer II	30.90
30463 - Technical Writer III	36.08
30491 - Unexploded Ordnance (UXO) Technician I	24.71
30492 - Unexploded Ordnance (UXO) Technician II	29.90
30493 - Unexploded Ordnance (UXO) Technician III	35.84
30494 - Unexploded (UXO) Safety Escort	24.71
30495 - Unexploded (UXO) Sweep Personnel	24.71
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.80
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.47
31030 - Bus Driver	17.19
31043 - Driver Courier	17.03
31260 - Parking and Lot Attendant	12.47
31290 - Shuttle Bus Driver	18.08
31310 - Taxi Driver	13.66
31361 - Truckdriver, Light	18.08
31362 - Truckdriver, Medium	19.61
31363 - Truckdriver, Heavy	21.82
31364 - Truckdriver, Tractor-Trailer	21.85
99000 - Miscellaneous Occupations	
99030 - Cashier	10.62
99050 - Desk Clerk	11.40
99095 - Embalmer	26.66
99251 - Laboratory Animal Caretaker I	13.63
99252 - Laboratory Animal Caretaker II	15.18
99310 - Mortician	33.88
99410 - Pest Controller	17.53
99510 - Photofinishing Worker	15.49
99710 - Recycling Laborer	17.40
99711 - Recycling Specialist	19.31
99730 - Refuse Collector	15.45
99810 - Sales Clerk	12.17
99820 - School Crossing Guard	12.22
99830 - Survey Party Chief	24.92

99831 - Surveying Aide	12.97
99832 - Surveying Technician	19.86
99840 - Vending Machine Attendant	17.14
99841 - Vending Machine Repairer	21.54
99842 - Vending Machine Repairer Helper	17.14

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 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 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 link 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.

ATTACHMENT B - CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
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Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 15px; width: 100%;"></div>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

ATTACHMENT C – PAST PERFORMANCE QUESTIONNAIRE

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain

the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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

E.2 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (FEB 2015)

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

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

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

(End of provision)

E.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (DEC 2014)

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

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

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of Provision)

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

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.6 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:

Kenneth M. Dougherty

Hand-Carried Address:

Department of Veterans Affairs

NCA Contracting Service
75 Barrett Heights Rd. Suite 309

Stafford VA 22556
Mailing Address:

Department of Veterans Affairs

NCA Contracting Service
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

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

(End of Provision)

E.7 52.237-1 SITE VISIT (APR 1984)

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

(End of Provision)

(End of Addendum to 52.212-1)

E.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2012
52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

(End of Provision)

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

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

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

(6) State the form of relief requested; and

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

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

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

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

(End of Provision)

E.12 VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

E.14 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

1. Technical Qualifications
2. Past Performance
3. Price

Technical and past performance, when combined, are approximately equal to price.

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

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

(End of Provision)

Addendum to FAR 52.212-2

Evaluation Process:

Source selection using best value source selection procedures for best value tradeoff process. This is a competitive Request for Proposal (RFP) that represents the best value to the Government conducted under FAR Part 15.101-1. Award will be made on the basis of proposals meeting or exceeding the evaluation standards for non-cost factors and price.

Proposals will be evaluated based on the following factors, listed as shown below in ascending order of importance:

1. Technical Qualifications
2. Past Performance
3. Price

Evaluation Factors other than cost or price, when combined, are approximately equal to price.

FACTOR 1 TECHNICAL QUALIFICATIONS

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 listed in ascending order of importance:

Sub-factor 1: Qualification of Technical personnel (training, experience, resumes, certifications, etc.) who will be executing the services under the contract.

Sub-factor 2: Managerial Qualifications of Key Personnel of those who will oversee the planning and performance of this contract. Include information on key personnel with relevant experience, resumes, credentials, etc.

Sub-factor 3: Sufficient Personnel/Equipment (list): to include proposed man hours, work schedules, methodology, list of equipment/vehicles to be used, licenses, permits and insurance information, etc.,.

Sub-factor 4: Performance Plan: submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery; e.g., performance schedule, frequency, etc.) List identifiable risks with performance and plans to mitigate these risks. Identification of any sub-contractors(s) used in performance of the contract to include the percentage of the work they will be performing under this contract. The contractor's proposal will be evaluated on how well it meets the performance goals of this contract.

FACTOR 2 PAST PERFORMANCE

Past Performance: The Government shall evaluate the offeror's reputation for quality and past performance. By quality and past performance the Government means the offeror's reputation for conforming to specifications and to standards of good workmanship; the offeror's reputation for adherence to contract schedules, including both technical and administrative aspects of performance (see Attachment C).

1. Complete Past Performance Questionnaires (PPQs): The Government will accept no more than five PPQs (Included as Attachment C to the RFP). The offer shall distribute the PPQ found in the RFP to the POC for each of the past performance references found in the above mentioned narrative. The Government will accept a maximum of five completed PPQs and only one completed PPQ per reference. The offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CO via email to: kenneth.dougherty@va.gov no later than the closing date specified on the SF 1449, Block 8 (inclusive of any closing date extensions granted via amendment).

2. In addition to the past performance questionnaires, the Government shall also evaluate quality/past performance on the basis of information that may be obtained from the offeror, such

as previous commercial and Government contracts for same or similar work that has been performed in the last five years. This information should be organized in the following format:

1) Section 1 - Contract Descriptions

- a. Offeror/subcontractor place of performance, Commercial and Government Entity (CAGE) Code, Data Universal Numbering System (DUNS) number, and North American Industry Classification system (NAICS) number. Identify if the work was performed as a subcontractor, also provide the name of the prime contractor and point of contact (POC) within the prime contractor organization (name, current address, e-mail address, and telephone and fax numbers);
- b. Government Contracting/Private Industry activity and current address and Procuring CO's name, e-mail address, and telephone numbers;
- c. Contract number;
- d. Delivery Order Numbers (Indefinite Delivery type contracts, General Services Administration (GSA) contracts, and Blanket Purchase Agreements (BPA));
- e. Contract Type (specific type such as FFP, Cost Reimbursement, Time and Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FFP, Cost Reimbursement, T&M, etc.);
- f. Awarded price/cost;
- g. Final or projected final price/cost;
- h. Original delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan; and
- i. Final or projected final delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan.

2) Section 2 – Performance

Offerors shall provide a specific narrative explanation of each contract listed in Section 1, describing the objectives achieved and detailing how the effort is relevant to the requirements of this RFP (i.e., past projects of similar size, scope, and complexity.) For any contracts/task orders that did not/do not meet original cost, schedule, or technical performance requirements, provide a brief explanation of the reasons for the shortcomings and any corrective actions taken to avoid recurrence. The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall indicate if any of the contracts listed were terminated and the reasons for the termination.

3) Section 3 – Subcontracts

Offerors shall provide an outline of how the effort required by the RFP will be assigned for performance within the offeror's corporate entity and among the proposed

subcontractors, if applicable. The information provided for the prime offeror and each proposed major subcontractor shall include the entire company name, company address, CAGE code, DUNS number, socioeconomic status, and type of work to be performed by citing the applicable Government PWS section number.

4) Section 4 - New Corporate Entities

New corporate entities may submit data on prior contracts involving its officers and employees. In addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

The Government may also use any relevant information in its possession or in the public domain, including information available in the Government databases, Experian, and the Past Performance Information Retrieval System (PPIRS).

If the offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

FACTOR 3 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. Additionally, a price realism analysis will be conducted for the purpose of assessing whether an offer reflects understanding of contract requirements, risk inherent, or if the proposal is unbalanced. Price may be compared against the Independent Government Estimate (IGE) or against the average mean to determine too low or too high offers. The Government reserves the right to use any standard or acceptable method to determine price realism.

Offerors submitting price proposals in response to this solicitation do so with the complete and full understanding that the Government reserves the right to publically announce the total contract award amount.

The proposal package should contain the following:

The following items shall be addressed and submitted in **four (4)** separate files:

VOLUME I.A: Technical Proposal and Past Performance Narrative addressing evaluation factors (see FAR Clause 52.212-2) and Statement of Work (SOW) requirements;

VOLUME I.B: A Redacted copy of the Technical Proposal which does not include any information which can be used to identify the offeror, e.g., Company Name, DUNS, mailing address, personnel's names, etc.,.

VOLUME II: Price Proposal for all items in the schedule;

VOLUME III: SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc. Completed FAR Provision 52.212-3 "Certifications and Representations" or indicate whether contractor has completed the annual representations and certifications electronically at <http://sams.gov>.

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 and removed from further consideration.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN THIS SECTION PRIOR TO THE TIME SPECIFIED IN BLOCK 13 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on Electronic File	Page Limitations
Volume I.A	Technical/Management Approach	Tech.doc/pdf	20
Volume I.B	Redacted Technical/Management Approach, Required Cert., Licenses, Resumes no logos, names	Tech.doc/pdf	20
Volume II	Price	Price.xls/pdf/doc	No Limits
Volume III	SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc.	ReqDocs.doc/pdf	No Limits

- **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.

E.15 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”—

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

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

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

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

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *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 (1)(3) through (1)(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. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

(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)