

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 9262-000000		PAGE 1 OF 100	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA-786-12-R-0010	
6. SOLICITATION ISSUE DATE 10-21-2011		7. FOR SOLICITATION INFORMATION CALL: a. NAME Ira S. Clavner		b. TELEPHONE NO. (No Collect Calls) 215-381-3787 x 4635		8. OFFER DUE DATE/LOCAL TIME 11-10-2011	
9. ISSUED BY Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7 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	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309 Stafford VA 22556			
16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309 Stafford VA 22556				17a. CONTRACTOR/OFFEROR Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA 926-570100-2549 010070100 0129A1 2012			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ira S. Clavner NCA11L3-3478				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: _____

b. GOVERNMENT: Contracting Officer 00786
Department of Veterans Affairs
National Cemetery Administration
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
Financial Services Center

P.O. Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

SUPPLIES OR SERVICES AND PRICES / COSTS

PRICE SCHEDULE: Contractor shall furnish all labor, supervision, equipment, materials and supplies necessary to provide complete Cemetery Grounds Maintenance Services at the **Finn's Point National Cemetery, Ft. Mott Road, Salem, NJ 08079**. Services will be provided in accordance with all terms, conditions, specifications, requirements and schedules of the contract, including National Cemetery Administration Standard Operating Procedures and Operational Standards & Measures.

SITE VISIT: Offerors or quoters 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 at Finn's Point National Cemetery, **YOU MUST CONTACT** one of the following Washington Crossing National Cemetery personnel to make arrangements:

- Darrin White - Cemetery Director.....(215) 504-5610
- Gina Accardo – Technical Representative.....(215) 504-5610 x 304
- Facsimile #.....(215) 504-5611

Note: Finn's Point National Cemetery is under the jurisdiction and over-site of **Washington Crossing National Cemetery**, located at 830 Highland Road, Newton, PA 19840.

Contract period will consist of a base period commencing October 1, 2011 through September 30, 2012, with four (4) one-year renewal options.

FINN'S POINT NATIONAL CEMETERY**Base Year: April 1 2011 thru September 30, 2012**

CLIN	Description	Est. Qty	Unit	Unit Cost	Total Cost
	General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:				
001	(a) Mowing & removal of Debris / Grass Clippings (b) Trimming of all Headstones and Markers, (c) Sweeping and/or blowing-off of roads and walkways (d) Leaf Removal – Including Fall Leaf Removal (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	12	MO	\$ _____	\$ _____
INTERMENT SERVICES					
002	Grave Excavation & Backfilling of Cremated Remains.	50	Ea	\$ _____	\$ _____
003	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	Ea	\$ _____	\$ _____
HEADSTONE MAINTENANCE					
004	Clean Upright Headstones & Flat Markers with Daybreak or equal (before Memorial Day).	300	Ea	\$ _____	\$ _____
005	Set & Align New-Initial and New-Replacement Upright Headstones	2	Ea	\$ _____	\$ _____
006	Set & Align New-Initial and New-Replacement Flat Markers	50	Ea	\$ _____	\$ _____
007	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	Ea	\$ _____	\$ _____
008	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	62	Ea	\$ _____	\$ _____
009	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	300	Ea	\$ _____	\$ _____
010	<u>Bump & Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	Ea	\$ _____	\$ _____
011	Refill Sunken Graves	5	Ea	\$ _____	\$ _____
AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES					
012	Aerate Cemetery (September)	1	Job	\$ _____	\$ _____

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013	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
014	Seeding Newly Dug or Refilled Graves	50	Job	\$ _____	\$ _____
	WEED CONTROL				
015	Weed Control – Removal of weeds by hand pulling, string trimmer or spraying with herbicide.	4	JB	\$ _____	\$ _____
	FERTILIZATION & HERBICIDE APPLICATIONS				
016	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	2	JB	\$ _____	\$ _____
017	Liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	2	JB	\$ _____	\$ _____
018	Granular pre emergent crabgrass control for all turf areas.	1	JB	\$ _____	\$ _____
	TREE, SHRUB & PLANTING BED MAINTENANCE				
019	Prune Cemetery Shrubs & Hedges	2	Job	\$ _____	\$ _____
020	Deadwood Prune Cemetery Trees	1	Job	\$ _____	\$ _____
021	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
	MEMORIAL DAY CEREMONY SET-UP				
022	<u>Memorial Day</u> – Placement and removal of approximately 300 individual grave flags & the raising / lowering of U.S. flag.	1	Job	\$ _____	\$ _____
	ON-CALL GENERAL & EMERGENCY SERVICES				
023	General Grounds Keeping Services: Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	40	Hour	\$ _____	\$ _____
024	Emergency Services: Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	16	Hour	\$ _____	\$ _____
BASE YEAR		Total Estimated Cost:			\$ _____

FINN'S POINT NATIONAL CEMETERY**Option Year I: October 1, 2012 thru September 30, 2013**

CLIN	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:				
101	(a) Mowing & removal of Debris / Grass Clippings (b) Trimming of all Headstones and Markers, (c) Sweeping and/or blowing-off of roads and walkways (d) Leaf Removal – Including Fall Leaf Removal (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	12	MO	\$ _____	\$ _____
INTERMENT SERVICES					
102	Grave Excavation & Backfilling of Cremated Remains.	50	Ea	\$ _____	\$ _____
103	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	Ea	\$ _____	\$ _____
HEADSTONE MAINTENANCE					
104	Clean Upright Headstones & Flat Markers with Daybreak or equal (before Memorial Day).	300	Ea	\$ _____	\$ _____
105	Set & Align New-Initial and New-Replacement Upright Headstones	2	Ea	\$ _____	\$ _____
106	Set & Align New-Initial and New-Replacement Flat Markers	50	Ea	\$ _____	\$ _____
107	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	Ea	\$ _____	\$ _____
108	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	Ea	\$ _____	\$ _____
109	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	30	Ea	\$ _____	\$ _____
110	<u>Bump & Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	Ea	\$ _____	\$ _____
111	Refill Sunken Graves	5	Ea	\$ _____	\$ _____
AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES					
112	Aerate Cemetery (September)	1	Job	\$ _____	\$ _____

113	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
114	Seeding Newly Dug or Refilled Graves	50	Job	\$ _____	\$ _____
WEED CONTROL					
115	Weed Control – Removal of weeds by hand pulling, string trimmer or spraying with herbicide.	4	JB	\$ _____	\$ _____
FERTILIZATION & HERBICIDE APPLICATIONS					
116	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	2	JB	\$ _____	\$ _____
117	Liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	2	JB	\$ _____	\$ _____
118	Granular pre emergent crabgrass control for all turf areas.	1	JB	\$ _____	\$ _____
TREE, SHRUB & PLANTING BED MAINTENANCE					
119	Prune Cemetery Shrubs & Hedges	2	Job	\$ _____	\$ _____
120	Deadwood Prune Cemetery Trees	1	Job	\$ _____	\$ _____
121	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
MEMORIAL DAY CEREMONY SET-UP					
122	<u>Memorial Day</u> – Placement and removal of approximately 300 individual grave flags & the raising / lowering of U.S. flag.	1	Job	\$ _____	\$ _____
ON-CALL GENERAL & EMERGENCY SERVICES					
123	General Grounds Keeping Services: Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	40	Hour	\$ _____	\$ _____
124	Emergency Services: Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	16	Hour	\$ _____	\$ _____
OPTION YEAR I		Total Estimated Cost:		\$ _____	

FINN'S POINT NATIONAL CEMETERY**Option Year II: October 1, 2013 thru September 30, 2014**

CLIN	Description	Est. Qty	Unit	Unit Cost	Total Cost
	General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:				
201	(a) Mowing & removal of Debris / Grass Clippings (b) Trimming of all Headstones and Markers, (c) Sweeping and/or blowing-off of roads and walkways (d) Leaf Removal – Including Fall Leaf Removal (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	12	MO	\$ _____	\$ _____
INTERMENT SERVICES					
202	Grave Excavation & Backfilling of Cremated Remains.	50	Ea	\$ _____	\$ _____
203	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	Ea	\$ _____	\$ _____
HEADSTONE MAINTENANCE					
204	Clean Upright Headstones & Flat Markers with Daybreak or equal (before Memorial Day).	300	Ea	\$ _____	\$ _____
205	Set & Align New-Initial and New-Replacement Upright Headstones	2	Ea	\$ _____	\$ _____
206	Set & Align New-Initial and New-Replacement Flat Markers	50	Ea	\$ _____	\$ _____
207	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	Ea	\$ _____	\$ _____
208	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	Ea	\$ _____	\$ _____
209	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	30	Ea	\$ _____	\$ _____
210	<u>Bump & Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	Ea	\$ _____	\$ _____
211	Refill Sunken Graves	5	Ea	\$ _____	\$ _____
AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES					
212	Aerate Cemetery (September)	1	Job	\$ _____	\$ _____

213	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
214	Seeding Newly Dug or Refilled Graves	50	Job	\$ _____	\$ _____
WEED CONTROL					
215	Weed Control – Removal of weeds by hand pulling, string trimmer or spraying with herbicide.	4	JB	\$ _____	\$ _____
FERTILIZATION & HERBICIDE APPLICATIONS					
216	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	2	JB	\$ _____	\$ _____
217	Liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	2	JB	\$ _____	\$ _____
218	Granular pre emergent crabgrass control for all turf areas.	1	JB	\$ _____	\$ _____
TREE, SHRUB & PLANTING BED MAINTENANCE					
219	Prune Cemetery Shrubs & Hedges	2	Job	\$ _____	\$ _____
220	Deadwood Prune Cemetery Trees	1	Job	\$ _____	\$ _____
221	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
MEMORIAL DAY CEREMONY SET-UP					
222	<u>Memorial Day</u> – Placement and removal of approximately 300 individual grave flags & the raising / lowering of U.S. flag.	1	Job	\$ _____	\$ _____
ON-CALL GENERAL & EMERGENCY SERVICES					
223	General Grounds Keeping Services: Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	40	Hour	\$ _____	\$ _____
224	Emergency Services: Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	16	Hour	\$ _____	\$ _____
OPTION YEAR II		Total Estimated Cost:		\$ _____	

FINN'S POINT NATIONAL CEMETERY**Option Year III: October 1, 2014 thru September 30, 2015**

CLIN	Description	Est. Qty	Unit	Unit Cost	Total Cost
	General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:				
301	(a) Mowing & removal of Debris / Grass Clippings (b) Trimming of all Headstones and Markers, (c) Sweeping and/or blowing-off of roads and walkways (d) Leaf Removal – Including Fall Leaf Removal (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	12	MO	\$ _____	\$ _____
INTERMENT SERVICES					
302	Grave Excavation & Backfilling of Cremated Remains.	50	Ea	\$ _____	\$ _____
303	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	Ea	\$ _____	\$ _____
HEADSTONE MAINTENANCE					
304	Clean Upright Headstones & Flat Markers with Daybreak or equal (before Memorial Day).	300	Ea	\$ _____	\$ _____
305	Set & Align New-Initial and New-Replacement Upright Headstones	2	Ea	\$ _____	\$ _____
306	Set & Align New-Initial and New-Replacement Flat Markers	50	Ea	\$ _____	\$ _____
307	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	Ea	\$ _____	\$ _____
308	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	Ea	\$ _____	\$ _____
309	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	30	Ea	\$ _____	\$ _____
310	<u>Bump & Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	Ea	\$ _____	\$ _____
311	Refill Sunken Graves	5	Ea	\$ _____	\$ _____
AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES					
312	Aerate Cemetery (September)	1	Job	\$ _____	\$ _____

313	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
314	Seeding Newly Dug or Refilled Graves	50	Job	\$ _____	\$ _____
	WEED CONTROL				
315	Weed Control – Removal of weeds by hand pulling, string trimmer or spraying with herbicide.	4	JB	\$ _____	\$ _____
	FERTILIZATION & HERBICIDE APPLICATIONS				
316	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	2	JB	\$ _____	\$ _____
317	Liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	2	JB	\$ _____	\$ _____
318	Granular pre emergent crabgrass control for all turf areas.	1	JB	\$ _____	\$ _____
	TREE, SHRUB & PLANTING BED MAINTENANCE				
319	Prune Cemetery Shrubs & Hedges	2	Job	\$ _____	\$ _____
320	Deadwood Prune Cemetery Trees	1	Job	\$ _____	\$ _____
321	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
	MEMORIAL DAY CEREMONY SET-UP				
322	<u>Memorial Day</u> – Placement and removal of approximately 300 individual grave flags & the raising / lowering of U.S. flag.	1	Job	\$ _____	\$ _____
	ON-CALL GENERAL & EMERGENCY SERVICES				
323	General Grounds Keeping Services: Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	40	Hour	\$ _____	\$ _____
324	Emergency Services: Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	16	Hour	\$ _____	\$ _____
OPTION YEAR III		Total Estimated Cost:		\$ _____	

FINN'S POINT NATIONAL CEMETERY**Option Year IV: October 1, 2015 thru September 30, 2016**

CLIN	Description	Est. Qty	Unit	Unit Cost	Total Cost
	General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:				
401	(a) Mowing & removal of Debris / Grass Clippings (b) Trimming of all Headstones and Markers, (c) Sweeping and/or blowing-off of roads and walkways (d) Leaf Removal – Including Fall Leaf Removal (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	12	MO	\$ _____	\$ _____
INTERMENT SERVICES					
402	Grave Excavation & Backfilling of Cremated Remains.	50	Ea	\$ _____	\$ _____
403	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	Ea	\$ _____	\$ _____
HEADSTONE MAINTENANCE					
404	Clean Upright Headstones & Flat Markers with Daybreak or equal (before Memorial Day).	300	Ea	\$ _____	\$ _____
405	Set & Align New-Initial and New-Replacement Upright Headstones	2	Ea	\$ _____	\$ _____
406	Set & Align New-Initial and New-Replacement Flat Markers	50	Ea	\$ _____	\$ _____
407	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	Ea	\$ _____	\$ _____
408	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	Ea	\$ _____	\$ _____
409	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	30	Ea	\$ _____	\$ _____
410	<u>Bump & Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	Ea	\$ _____	\$ _____
411	Refill Sunken Graves	5	Ea	\$ _____	\$ _____
AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES					
412	Aerate Cemetery (September)	1	Job	\$ _____	\$ _____

413	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
414	Seeding Newly Dug or Refilled Graves	50	Job	\$ _____	\$ _____
WEED CONTROL					
415	Weed Control – Removal of weeds by hand pulling, string trimmer or spraying with herbicide.	4	JB	\$ _____	\$ _____
FERTILIZATION & HERBICIDE APPLICATIONS					
416	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	2	JB	\$ _____	\$ _____
417	Liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	2	JB	\$ _____	\$ _____
418	Granular pre emergent crabgrass control for all turf areas.	1	JB	\$ _____	\$ _____
TREE, SHRUB & PLANTING BED MAINTENANCE					
419	Prune Cemetery Shrubs & Hedges	2	Job	\$ _____	\$ _____
420	Deadwood Prune Cemetery Trees	1	Job	\$ _____	\$ _____
421	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
MEMORIAL DAY CEREMONY SET-UP					
422	<u>Memorial Day</u> – Placement and removal of approximately 300 individual grave flags & the raising / lowering of U.S. flag.	1	Job	\$ _____	\$ _____
ON-CALL GENERAL & EMERGENCY SERVICES					
423	General Grounds Keeping Services: Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	40	Hour	\$ _____	\$ _____
424	Emergency Services: Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	16	Hour	\$ _____	\$ _____
OPTION YEAR IV		Total Estimated Cost:		\$ _____	

SUMMARY GRAND TOTAL

BASE YEAR + ALL OPTION YEARS:	\$ _____
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(End of Price Schedule)

SECTION C - CONTRACT CLAUSES

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.1 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 October 1, 2011 through September 30, 2016.

(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.2 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 October 31, 2016.

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.5 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.6 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.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 11/30/2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 11/30/2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.8 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.9 VAAR 852.216-70 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 proviso 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.10 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.11 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 New Jersey. 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.12 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

52.232-18

AVAILABILITY OF FUNDS

APR 1984

(End of Addendum to 52.212-4)

C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☐ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (10) [Reserved]

☐ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (12)(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.

☒ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

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

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

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

☐ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

☐ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

☐ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

☒ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

- ☒ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (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.)
- ☐ (33)(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.)
- ☐ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (40) 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).
- ☐ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (49)(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 Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

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

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

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

A.1 BACKGROUND

Finn's Point National Cemetery is a National Shrine that honor our Veterans with a final resting place and lasting memorials that commemorate their service to our Nation. Each cemetery receives visitors and standards of maintenance & appearance must reflect the Nation's concern for those interred there. Because of the special significance and attention each cemetery receives from the public, strict adherence to contract specifications, terms and condition is essential.

A.2 CONTRACT DEFINITIONS / ACRONYMS

- (a) Normal Business Hours / Days: Normal cemetery business hours / days of operation are 8:00AM to 4:30PM, Monday through Friday, excluding Federal Holidays.
- (b) Contracting Officer (CO): VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- (c) Contracting Officer's Technical Representative (COTR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COTR Responsibilities include certification of invoices, placing orders for service, providing technical guidance and overseeing technical aspects of the contract.
- (d) Cemetery Director (Administrator / Management Official): The Cemetery Director is the VA Official responsible for day-to-day operation and oversight of a National Cemetery, including burying veterans & eligible family members and maintaining cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COTR) are responsible for contract oversight as provided in paragraph (c) above.
- (e) Contractor: The term "Contractor" as used herein refers to the prime Contractor, his/her employees (including designated Site Manager), and any subcontractors and their employees. The Contractor shall be responsible for assuring that its subcontractors comply with all contract terms, conditions and provisions.

A.3 GENERAL REQUIREMENTS

- (a) Contractor shall furnish all supervision, labor, materials, tools, supplies and equipment necessary to provide complete Cemetery Grounds Maintenance services at the Finn's Point National Cemetery as specified herein.
- (b) The Contractor shall be responsible for maintaining all turf areas within Finn's Point National Cemetery which encompasses approximately 4.6 acres of lawn area and all turf areas outside surrounding walls. Unless otherwise provided in this contract, specialized interment equipment shall be furnished by the Government.

- (c) The Director of **Washington Crossing National Cemetery** is responsible for Finn's Point and shall be available to the Contractor for questions and/or clarifications concerning the work requirements this contract.
- (d) All work shall be performed during normal cemetery hours of operation (8:00am - 4:30pm local time / Monday thru Friday - excluding Federal Holidays). Work performed outside of normal work hours shall be at the discretion and approval of the VA Contracting Officer's Technical Representative (COTR).
- (e) Cemetery Location: Finn's Point National Cemetery is located at the following address:

Finn's Point National Cemetery
Ft. Mott Road, Salem, NJ 08079
(See Attachment – A / Map of Finns Point)

- (f) All correspondence concerning Finn's Point must be addressed to the Director, Washington Crossing National Cemetery, 830 Highland Road, Newton, PA 19840.
- (g) Utilities: Water and electricity are **not** available at Finn's Point National Cemetery. The Contractor is required to furnish all water and electricity necessary for contract performance.
- (h) Storage: There are no facilities for storage of equipment or materials at Finn's Point National Cemetery. The Contractor shall remove all equipment and materials used for contract performance from the cemetery at the end of each workday. No maintenance or repair of Contractor equipment shall be done on cemetery property without the COTR's approval.
- (i) Parking: Contractor employees shall park in the Public Parking Area and not near the buildings due to the narrow roadways.
- (j) All services shall be performed in strict accordance with NCA Operational Standards / NCA Handbook 3420. A copy of NCA Operational Standards and Turf & Landscape Handbook 3420 will be provided to the Contractor by the VA National Cemetery Director or COTR.

A.4 TECHNICAL SPECIFICATIONS

The following index of services briefly describes the work involved. All services described in the Schedule, including Technical Specifications, Addenda, Terms, Conditions and Clauses of the contract shall form the complete requirement.

SECTION	<u>DESCRIPTION</u>
A.4.1	GRAVE EXCAVATION & BACKFILLING OF CREMATED REMAINS
A.4.2	RAISING & LOWERING OF U.S. FLAG
A.4.3	HEADSTONE & MARKER CLEANING

A.4.4	SETTING & ALIGNMENT OF NEW- INITIAL / NEW-REPLACEMENT HEADSTONES& MARKERS
A.4.5	UNUSABLE / DAMAGED HEADSTONES & MARKERS
A.4.6	RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN EXISTING UPRIGHT HEADSTONES
A.4.7	RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN EXISTING FLAT MARKERS
A.4.8	BUMP & RUN (BUMP HEADSTONES INTO ALIGNMENT)
A.4.9	REFILL SUNKEN GRAVES
A.4.10	AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES
A.4.11	WEED CONTROL
A.4.12	FERTILIZATION & HERBICIDE APPLICATIONS
A.4.13	TREE, SHRUB & PLANTING BED MAINTENANCE
A.4.14	LAWN MAINTENANCE: MOWING, TRIMMING & EDGING
A.4.15	TRASH, DEBRIS & LEAF REMOVAL
A.4.16	SNOW & ICE REMOVAL
A.4.17	MEMORIAL DAY CEREMONY SET UP / RAISE & LOWER UNITED STATES OF AMERICA FLAG
A.4.18	GENERAL GROUNDS KEEPING SERVICES
A.4.19	ON-CALL / EMERGENCY STORM DAMAGE & STUMP REMOVAL SERVICES

A.4.1 GRAVE EXCAVATION & BACKFILLING OF CREMATED REMAINS

- (a) **SCOPE:** Work consists of excavating and backfilling gravesites for cremated remains. The COTR shall notify the Contractor twenty-four (24) hours in advance of any gravesite to be excavated. Contractor shall be compensated for the exact number of interments accomplished.
- (b) **NCA STANDARDS:**
 - (i) Standard 1.1: Graves and niches are marked with an accurate, complete and properly aligned temporary on the day on interment/inurnment.
 - (ii) Standard 3.1: Each gravesite is excavated to assure uniformity with other gravesites in that burial section.

- (iii) Standard 3.2: Integrity of existing graves, grave markers and other objects around the worksite shall be preserved.
- (iv) Standard 3.3: Open graves are identified and protected by guards and markers appropriate to cemetery operations.
- (v) Standard 3.1: Outer burial receptacles awaiting installation are placed in an orderly manner.
- (vi) Standard 4.1: Committal services are conducted in clean and orderly shelters that provide for the safety, privacy, and special needs of the family.
- (vii) Standard 5.1: All remains shall be handled in a manner that assures accurate placement and validation, and causes no damage to the casket or urn.
- (viii) Standard 6.1: Each day's burials are covered, initially groomed, marked and presentable for visitors before close of business each day.

(c) PROCEDURES:

- (i) Gravesite excavations shall be completed within a minimum of one (1) hour prior to the interment service, and backfilled within one (1) hour after the interment service. The gravesite must be available for visitation within one (1) and one-half (½) hours after the interment service.
- (ii) It shall be the COTR's responsibility to notify the Contractor of any underground utilities in the vicinity of gravesite excavations.
- (iii) Overall dimensions of a gravesite measure approximately 3' wide x 8' in length unless otherwise advised by the COTR and shall be excavated 18" square and three (3) feet deep at centerline and 30" from foot end of grave for the first interment of cremated remains (cremains). When a second interment of cremated remains (cremains) is being interred, the grave shall be excavated at 18" square and 3' deep at centerline 4' from the head of the gravesite. When multiple burial of cremated remains (cremains) are being interred on the same day in the same grave, both urns shall be entombed in the same excavated site following the above measurements, but depth shall be enough that 18" of soil shall cover the top of the urns.
- (iv) When a gravesite is excavated to receive a second interment and is found to be of insufficient depth to permit the second interment, the COTR shall be notified before the cremains are lowered or moved within the gravesite location. The COTR shall make a determination whether the existing remains shall be removed so that the grave can be dug at the proper depth to accommodate both interments or if the cremains shall be entombed elsewhere within the boundaries of the gravesite. The COTR shall inform the Contractor on which procedure to follow. Arrangement and payment for the disinterment of remains from previous burials is the National Cemetery's responsibility. Excavating the grave to a greater depth to accommodate an additional interment shall be the responsibility of the Contractor, and is considered as a part of the regular grave excavation price. The COTR shall be present and shall be responsible for insuring the gravesite is deepened to accommodate the additional

interment. The gravesite shall be screened from the public view during the removal and re-interment of any remains.

- (v) Established turf shall be removed from the gravesite prior to excavation and shall be reused on the gravesite. In rare instances when the turf cannot be reused, the gravesite shall be top-soiled and seeded in accordance with the procedures outlined in the Lawn Maintenance Applications portion in this contract. Any excess backfill shall be removed at the direction of the COTR to a land fill, or dump at the Contractor's expense.
- (vi) When a gravesite is deemed unsafe for a gravesite service, or by a request from the next-of-kin, the burial service shall take place at the Rostrum. At the conclusion of the service, the Contractor shall transfer the cremains in a dignified manner to the proper gravesite following all NCA policies. The COTR shall approve the mode of transportation for the cremains. The Contractor shall be required to lower the cremains into the gravesite manually in a safe and efficient manner with dignity and without damage to the urn. If any damage occurs to the urn, the Contractor shall reimburse the Government for all incurred costs.
- (vii) For gravesite services, the Contractor shall neatly set-up greens in an orderly manner. All services shall require seating that shall consist of approximately six (6) to twelve (12) chairs dependant on the forecasted size of the funeral. These items shall be in place at least one (1) hour prior to the burial service.
- (viii) The area where the burial service is to take place shall be clean, free of webs, and any other dirt or debris.
- (ix) The Contractor shall lower the United States of America Flag to half-mast, one-half ($\frac{1}{2}$) hour before the interment service. One-half ($\frac{1}{2}$) after the conclusion of the interment service, the Contractor shall return the United States of America Flag to full mast.
- (x) The Contractor shall designate a member of his staff to keep visitors away from the interment area and provide other duties as assigned by the COTR.
- (xi) Backfill shall be brought to establish grade in one (1) foot lifts. Each lift shall be thoroughly compacted by means of a hand tamper. A mechanical tamper shall not be used in order to prevent damage to the urn. Care shall be taken to fill and compact all voids surrounding the entombed urn in order to reduce subsequent ground settlement. Backfill should not be mounded but conform to existing grades.
- (xii) When the grave is a second interment and has an existing headstone, the temporary marker shall be centered at the head of the gravesite directly against the headstone.
- (xiii) All floral bouquets, arrangements, etc. left at the gravesite by the funeral party shall be neatly arranged upon the grave. Fixtures and stands from floral wreaths shall be removed before placing the wreath flat on the grave.
- (xiv) Interment flowers shall be removed three (3) days after the interment and the gravesite fan raked clean of all debris.

A.4.2 RAISING & LOWERING OF U.S. FLAG

- (a) The Contractor shall bring the flag of the United States of America to half staff one half hour before the start of the first committal service and raise it to full staff one half hour after the conclusion of the last committal service each day.
- (b) The Contractor shall raise and lower United States of America flag when required by Executive Order or other direction.
- (c) The Contractor shall request additional flags from the Cemetery Director or COTR as needed to ensure that the flag being flown is always in a presentable "like new" condition.

A.4.3 HEADSTONE & MARKER CLEANING

(a) SCOPE

- (i) NCA Standard (4.1): Headstones, markers and niche covers are clean, free of debris or objectionable accumulations.

(b) GENERAL REQUIREMENTS

- (i) Work consists of cleaning all headstones to remove objectionable material and discoloration, such as accumulations of bird droppings or mud, tire and hose markings, grass stains, residue from trees, fungus, and so forth. The natural surface of the headstones will be retained. They shall not be painted, white washed or calcimined.
- (ii) The estimated number of headstones and markers to be cleaned annually at Finns Point National Cemetery is 300. All headstones & markers will be cleaned 2 weeks prior to Memorial Day. Individual headstones will be cleaned as necessary throughout the year as determined by the COTR. The Contractor will furnish a monthly list identifying Cemetery Sections and the quantity of headstones cleaned.

(c) PROCEDURES

- (i) Headstone Cleaning: Clean water shall be used to clean headstones. Cleaning techniques with water shall include high pressure spraying, scrubbing and/or rinsing with a stiff brush (no wire brushes).
- (ii) When water under pressure is used, the pressure will not exceed 800 psi. Excessive soil may be removed with plain water and a stiff brush (no wire brushes), followed by rinsing with clear water.
- (iii) If water used in cleaning softens the soil around the base of the headstone, and the headstone becomes loose, care will be taken not to tip the stone out of plumb or alignment.
- (iv) Care will be taken to protect the turf area from any damage. Any turf damaged by the Contractor shall be restored at Contractor's cost.

- (v) Under no circumstances shall headstones be cleaned when the temperature is below 35 degrees Fahrenheit.

A.4.4 SETTING & ALIGNMENT OF NEW AND REPLACEMENT HEADSTONES & MARKERS

- (a) SCOPE: Work involves installation (setting & aligning) of new-initial and new-replacement Upright Headstones & Flat Markers on designated gravesites. Headstones and markers shall be installed within two (2) working days after notification from the COTR. Performance includes the following:
 - (i) *Installation (setting, leveling & alignment) of new-initial and new-replacement upright headstones and flat markers.
 - (ii) **Realigning up to four (4) surrounding headstones that may have shifted out of alignment; and
 - (iii) Removal, destruction and disposal of unusable or damaged headstones and markers.

*Note: A diagram detailing "Upright Headstone & Flat Marker Setting Specifications" shall be provided to the Contractor by the COTR.

**Note: Unless otherwise directed by the COTR, Bump & Run process described in Section A.4.8 shall be used for realignment of surrounding headstones. Any costs associated with realigning surrounding headstones shall be inclusive of the cost for setting & alignment of new / replacement headstones and markers.

- (a) NCA STANDARDS:
 - (i) Standard 3.2: Headstones, markers and niche covers/bronze plaques are properly installed.
 - (ii) Standard 3.3: Headstones and markers are aligned in accordance with the section plan or historic pattern.
 - (iii) Standard 4.1: Headstones, markers and niche covers are clean, free of debris and objectionable accumulations.
 - (iv) Standard 4.2: Proper height and alignment of each headstone and marker is maintained.
 - (v) Standard 4.3: Headstones, markers and niche covers are not damaged by the Contractor's operations.
- (b) GENERAL REQUIREMENTS:
 - (i) The responsibility for ordering / receiving headstones and markers, checking for proper wording and initial inspection for damages shall be that of the COTR. All headstones and markers are delivered directly to and received at the Washington Crossing National Cemetery.

- (ii) VA Cemetery personnel are responsible for delivering, unloading and storing headstones / markers to the Finn's Point National Cemetery at which time the COTR shall notify the Contractor of the required installation.
- (iii) Headstone / Marker Installation Request: The Contractor shall have the capability to receive Installation Requests by facsimile transmission or via verbally via telephone. Unless otherwise agreed upon, all installation requests shall be issued via facsimile.
- (iv) Timeliness of Installation: The Contractor is required to set & align all headstones and markers within two (2) working days after notification from the COTR. This time frame must be met (weather & soil conditions permitting) regardless of the quantity or type of installation requested. Within twenty-four (24) hours of completing an Installation Request, the Contractor shall provide the COTR with written notification that the work has been completed. In the event the Contractor is unable to set & align a marker within the required installation time, the Contractor shall provide the COTR with a written explanation detailing why the installation could not be accomplished. The written explanation shall also be provided to the COTR within 24 hours of determining the installation could not be accomplished.
- (v) Setting of Upright Headstones & Flat Markers: Headstones and markers shall be installed year-round as weather and soil conditions permit a firm setting for the marker. Contractor shall contact the COTR with questions concerning headstone setting & alignment and accessibility when weather or soil conditions do not allow timely installation or access to the gravesite area. Defective or damaged headstones shall not be set. The Contractor is responsible for reporting physical defects or damage to the COTR who shall order a new replacement marker.
- (vi) Adverse Winter Conditions: All headstones and markers set during the adverse weather conditions of winter shall be inspected by the COTR at the time of setting. The COTR shall again inspect those headstones during favorable weather conditions in the spring. The COTR shall determine which headstones shall be reset after winter weather conditions have subsided. The COTR shall furnish the Contractor with a weekly list of headstones to be reset.
- (vii) Proper Handling of Headstones & Markers: The Contractor is responsible for the safe and proper handling of all new and replacement markers. If storage space is available at the cemetery site, the COTR shall designate a suitable area for storage of the stones. Headstones and markers shall remain in the storage area until the time of installation. To limit the possibility of damage, each stone shall be placed to rest on its long edge in a vertical freestanding position. Where there is a shortage of storage space and there is a wall or other substantial support available within the cemetery, the headstones may be stored by resting on their bottom edge and leaning against the wall at a safe and stable angle. Several stones may be stacked against the first stone to conserve space with proper separation in all cases.
- (viii) Headstones shall be lifted, transported or set by at least two (2) workers unless special one-person devices are approved for use. Realignment, when consisting merely of straightening the headstone, called Bump & Run, may be accomplished by one person. Older headstones shall be realigned laterally, transversely and diagonally in the same manner as new markers. If there is any breakage or damage due to the

Contractor's handling or negligence, the cost for replacement shall be borne by the Contractor.

- (ix) Trees or shrubs obstructing headstones shall be noted and the COTR shall determine remedial action, and any modification needed for installation of a headstone.

(d) PROCEDURES: UPRIGHT HEADSTONES

Initial New & Replacement Upright Headstones shall be set and aligned in accordance with the following:

- (i) Upright headstones for individual graves shall be erected on the centerline at the head of the grave with the inscription facing the grave. They shall be set plumb and aligned laterally, transversely and diagonally with the headstones on other graves. Measurements shall be taken from existing markers as directed by the COTR. New and replacement headstones in old sections of National Cemeteries where such stones have not been and cannot be set at the standard height shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above the ground level.
- (ii) The normal height of 25 inches given for the current standard of headstone setting is the NCA standard height. When headstones have been previously set at other heights above grade, but in general, at a uniform height throughout an area, and otherwise present a neat overall appearance with the inscription visible, resetting for the sole purpose of attaining the stated height is necessary. Minor deviations in the less than nominal height are permissible to provide a uniform appearance in the top line to compensate for slight ground rises or depression within a burial section. All upright headstones are set with the use of top and back string for proper alignment.

Note: Prior to removing any upright headstones or flat markers from their sockets, Contractor must verify inscription information from monument order acknowledgment.

- (iii) Trees or shrubs obstructing headstones shall be noted and the COTR notified for determination of remedial action, and any modification needed for installation of a headstone. All sockets are to be re-dug by hand or mechanical means to allow for a 3" perimeter around all sides of the headstone and a sufficient depth 20" (or 19 1/2" for the older, smaller headstones) below finished grade and then moistened crushed limestone base material (graded aggregate sizes ranging from crushed fine up to 1/4" maximum) is to be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing for the headstone to set on prior to the installation of the headstone to a required depth so that 25" (20" for the older/smaller headstones) of the headstone is extended from the soil level to the top of the headstone.

Note: All root-bound headstones shall be removed from their sockets. The COTR shall determine if headstones shall be reset by cutting roots of the trees or if headstones shall lie flat or be replaced by flat markers.

- (iv) Moistened crushed limestone base material (graded aggregate sizes from crushed fine to 1/4 maximum) shall be placed around all sides of the headstones and in the bottom of

the socket before being thoroughly tamped to full compaction at each three inch vertical interval, leaving the last three inches at the top to have tamped topsoil and grass seed applied. The government shall not provide any grass seed, fertilizer, lime or base material.

Note: Class II road base may be considered as an alternate. Contractor shall obtain approval from COTR for any substitute base material.

- (v) Headstones shall be set vertically plumb in all directions in all cases in a line vertically, laterally and transversely, with headstones of other graves using a top string, a back string and side string. Maximum vertical, lateral and measure tolerance of 1/8" or less. All measurements and string line shall be taken from layout control points, unless directed by the COTR.
- (vi) Alignment of Initial New & Replacement Upright Headstones: Upright headstones for individual graves shall be erected on the centerline at the head of the grave with the inscription facing the grave. They shall be set plumb and aligned laterally, transversely and diagonally with the headstones on other graves. Measurements shall be taken from the headstones previously set as directed by the COTR.
- (vii) Setting of Initial New & Replacement Upright Headstones: In older sections of National Cemeteries where upright headstones have not been and cannot be set at the standard height, stones shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above the ground level. In new sections of National Cemeteries, all upright headstones shall be set at a height of 25 inches from the finished grave to the top of the arc.
- (viii) Minor Deviations from Standard Height: When headstones have been previously set at other heights above grade, but in general, at a uniform height throughout an area, and otherwise present a neat overall appearance with the inscription visible, resetting for the sole purpose of attaining the stated height is necessary. The normal height of 25 inches given for the current standard of headstone setting is the standard height. Minor deviations in the less than nominal height are permissible to provide a uniform appearance in the top line to compensate for slight ground rises or depression within a burial section. All upright headstones shall be set with the use of top and back string for proper alignment.

(e) PROCEDURES: FLAT GRANITE MARKER BASES

Initial New & Replacement Flat Granite Markers shall be set and aligned in accordance with the following:

- (i) Specifications: Gravesites are 3'x3' and 4'x4'. Flat Granite Markers are 24" (inches) wide by 12" (inches) in length and 18" (inches) wide by 12" (inches) in length. There are two thickness and weights of flat markers: 3" (inch) thick markers weighing approximately 90 pounds, and 4" (inch) thick markers weighing approximately 110 pounds.
- (ii) The Contractor shall use headstone verification maps to ensure proper marker placement and to verify the numbering sequence and location of markers when

removing / moving-back temporary markers, floral arrangements, **IN GROUND VASES**, commemorative or other types of gravesite decorations.

- (iii) All temporary markers, floral, commemorative, **IN GROUND VASES** or other types of decorations (arrangements) causing interference with the setting of flat markers shall be carefully, and in an orderly manner moved from, and per completion of work, moved back **& REINSTALLED** to all gravesites by the Contractor. Prior to removal, the Contractor shall verify the numbering sequence and location of the markers and associated decorations.
- (iv) The Contractor shall pull the flat marker from the flat marker socket. Each flat marker socket shall have soil dugout to a minimum depth of 3" below correct socket depth, and then be refilled with a minimum of 3" of moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed fines up to ¼" maximum) added and heavily tamped to full compaction in the bottom of the socket to achieve proper grade prior to the reinstallation of the flat marker (Note: Moist Class II Road Base may be considered as an alternate. Contractor shall obtain approval from the COTR for any substitute base material).
- (v) Flat markers are to be reset to a depth so that no more than one inch (1") of the flat marker **CONCRETE** base is extending above the finished topsoil level. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COTR.
- (vi) All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set up to surface at proper heights and levels to provide a uniform flowing transition through uneven terrain. Two (2) to three (3) inches of clean topsoil shall be placed around the perimeter of each flat marker base and firmly tamped, leaving the top inch for topsoil and seed and then lightly to moderately tamped, then lightly raked and flat marker swept clean.
- (vii) **Flat Marker Placement**: Flat marker sockets shall be completed to proper grade and alignment as described in paragraph (iv) prior to the reinstallation of the flat marker to the required depth. Markers shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps. Flat markers shall be set horizontally flat, in a line laterally, transversely, and diagonally with flat markers of other graves. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COTR. All measurements shall be made in ascending grave number order.
- (viii) In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set at proper heights and levels to provide a uniform flowing transition through uneven terrain. After all work has been completed, the flat markers in all soil and terrain conditions shall be held firmly in place by the compacted soil (crushed limestone base material) (or approved substitute) so that the flat markers are rigid with no give, play or movement when subjected to forces by the COTR.
- (ix) New or replacement flat markers shall be properly aligned with four flat markers -- one marker immediately to the left, one marker immediately to the right and shall be in perfect alignment with the flat marker directly above and below. The flat marker

shall be leveled & plumbed front to back and side to side, and raised or lowered as necessary to ensure uniformity of no more than one inch above topsoil level. The flat marker is leveled plumbed front to back, side to side, keeping the **(TOP) HEAD & SIDE** of the marker along the heavy string line.

- (x) Alignment of the flat marker should be checked frequently during this process to ensure that the marker is not out of level or out of alignment. Flat markers shall be firmly set and anchored in place with no movement from force subjected by the COTR.

A.4.5 UNUSABLE / DAMAGED HEADSTONES & MARKERS

- (a) **SCOPE**: Unusable or damaged headstones / markers that have been removed because of the installation of a new-replacement headstone shall be destroyed and disposed of by the contractor.
- (b) **NCA STANDARD 4.6**: Headstones, markers and niche covers that are no longer useable are disposed of in a manner that is respectful and prevents unacceptable re-use.
- (c) **PROCEDURES**:
 - (i) **Remove, Breakup & Dispose Upright Headstones & Flat Markers**: Unusable or damaged Upright Headstones & Flat Markers shall be broken-up and crushed into small enough pieces that the inscription on the marker is not identifiable.
 - (ii) The resulting debris from the crushed markers shall be removed from cemetery grounds and disposed of at the Contractors expense.

A.4.6 RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN EXISTING UPRIGHT HEADSTONES

- (a) **SCOPE**: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing upright headstones.
- (b) **NCA STANDARDS**: Standard (4.2): Proper height and alignment of each headstone and marker is maintained.
- (c) **GENERAL REQUIREMENTS**: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing upright headstones. Standard upright marble headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds each. Older headstones shall be realigned laterally, transversely and diagonally in the same manner as new grave markers.
- (d) **PROCEDURES**: The raising, lowering, realigning, resetting, backfilling & cleaning of existing upright headstones shall be accomplished in accordance with the following:
 - (i) All temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the Raise & Realignment of upright headstone operations shall be carefully, and in an orderly manner moved from, and per completion of 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.

- (ii) Headstones shall be removed from their sockets by using wooden and/or metal clamps. If metal clamps are used the area that contacts the headstone must be protected with a rigid fabric that shall prevent damage to, and marking of, the headstone. Clamps may be attached to a Bob Cat, Toro Workman or similar machine to extract headstone from socket. Use care not to scratch or damage headstones in any manner. Contractor is responsible for restoring all damages caused to turf and headstones during performance of this work. Headstones are to be raised and/or lowered in the following manner. (Note: In areas where smaller than standard size headstones may occur, coordinate specified measurements and dimensions of required work with COTR).
- (iii) All shallow and correct depth headstone sockets are to be dug to a bottom depth of 21" below finished grade, and then fill material is to be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing for the headstone to set on prior to the installation of the headstone to the required depth so that 24-26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material is to be placed around all sides of the headstones and heavily tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
- (iv) Deep headstone sockets are to be filled at bottom with a minimum of 3" of Fill Material added and tamped to full compaction in the bottom of the socket to achieve a bottom depth of 18" below finished grade for the headstone to set on prior to the installation of the headstone to the required depth, so that 24- 26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material shall be placed around all sides of the headstones and thoroughly tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
- (v) Straight Rows: Headstones shall be set vertically plumb in all directions, in all cases in a line vertically and laterally, and where possible transversely (coordinate with COTR), with headstones of other graves using a top string, a back of headstone string line, and a side of headstone string line. Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8", or less. All measurements and string line set ups shall be taken from established section layout control points, not from previously set headstones, unless otherwise directed by the COTR. In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers shall be set at proper heights and levels to provide a flowing transition through uneven terrain. Raised and realigned headstones in all soil and terrain conditions shall be firmly in place so that the headstones are rigid with no give or play.
- (vi) Curved Rows: Headstones shall be set vertically plumb in all directions. In all cases along the arched rows, headstones shall be set vertically and laterally to maintain a uniform and visually symmetrical arch along the rows, and where possible transversely (coordinate with COTR), with headstones of other graves. Maximum vertical tolerance of any headstone shall be 1/8" or less from adjacent headstones in the arched row. Maximum horizontal tolerance from the line of the flowing symmetrical arch of the row shall be 1/4". In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers shall be set at proper

heights and levels to provide a uniformly flowing transition through the sloped terrain. Completed raised and realigned headstones in all soil and terrain conditions shall be firmly set in place so that the headstones are rigid with no give or play.

- (vii) Removal/Handling/Storage of Headstones: If headstones are removed from a section they shall be verified by the contractor using grave plot maps. Verify these maps with COTR prior to removing any headstones. Markers shall be stacked on a pallet for storage with a cardboard separation between each marker. Markers shall not exceed twenty (20) per pallet. Markers must be handled and stored in a dignified manner. Coordinate with COTR to locate appropriate areas for temporary storage.
- (viii) In cases where headstone sockets need to be realigned/shifted and/or re-dug, the headstone sockets (holes) to receive headstones shall be dug by hand and/or mechanical devices to a sufficient depth so that 24-26 inches of the headstone is extending from the soil level to the top of the arc on the headstone. Contractor shall not dig a headstone socket wider than twelve (12) inches, twenty (20) inches in length, or exceed a depth of 21 inches that may cause the headstone to settle below height requirement.
- (ix) The measurements between rows of headstones and headstones within each row may differ from one section to the next due to the use of differing burial patterns, discuss with COTR where this is found to occur. These measurements must be adhered to as closely as possible. Headstones shall be accurately and precisely reinstalled on the correct gravesites with the utilization of grave plot maps and existing permanent control markers.
- (x) The realign crew starts on a row of headstones close to the center of the section to be realigned. Headstones are chosen to be "key" stones. All headstones determined to be keystones are stones identified by the COTR that are set off the burial section's permanent control markers. All keystones are to be identified at beginning, middle, and the end of 72' grids. These keystones are to be aligned by leveling front and back and side-to-side, and raised or lowered to a height of 24-26 inches above topsoil level. Constant quality control is to be maintained and is required on all keys.
- (xi) At the start of work in each burial section, the first row of reset/realigned headstones in each burial section is to be inspected by COTR for appearance, spacing, depth, alignment, plumbness, height, accuracy, and smoothness in grade transition. No further setting of headstones shall be done until this first row has been inspected and accepted by the COTR. If the first row is rejected by the COTR, the contractor shall at no additional cost to the Government reset the rejected stones before proceeding in that section. It is the Contractors responsibility to notify the COTR 24 hours in advance of when each of these inspections shall be needed.
- (xii) Heavy strings or lines must run along the backs, sides, and tops of these keystones. The string or line is required to be provided by the contractor and must be approved for use before by the COTR before used. These lines are to be marked with the proper measurements- (size of section) for the section being aligned. All remaining headstones in the row are then aligned along the strings front to back and side-to-side even with the measured marks on the line. Each headstone is leveled and plumbed front to back and side-to-side keeping the back of the headstone along the string and the side of the headstone along the measured mark. Maximum vertical, lateral, and

transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8", or less. Each headstone is also raised or lowered as necessary to ensure a uniform measurement of 24-26 inches above topsoil level. The headstone is then aligned along the string front to back and side-to-side even with the measured mark on the line. The headstone is leveled and plumbed front to back and side-to-side keeping the back of headstone along the string and the side of the headstone along the measured mark.

- (xiii) The alignment of the headstones should be checked frequently during this process because the tamping may move the headstone out of level or off the mark on the line. This process of raising and realigning is repeated for each row of headstones. Upright headstones in all completed work areas shall be firmly set and anchored in place with no movement from forces subjected by the COTR.
- (xiv) The Government reserves the right to require the contractor to pull suspect stones to verify that the correct base material and specified depths have been achieved. Any stone pulled under this requirement shall be pulled and reset at no additional cost to the Government.
- (xv) Any upright headstones broken or damaged by the Contractor shall be reported to the COTR by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone replacement. All headstone replacements must be coordinated with the COTR. Any grid or sectional monuments disturbed, displaced, or broken shall be replaced by the Contractor at his cost. All grid or sectional monuments disturbed, etc., shall be properly reset by a licensed land surveyor at Contractor's expense. Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the contractor during performance of contract work shall be repaired at the expense of the contractor. Repairs to the above shall be corrected by the Contractor within fourteen (14) workdays, unless otherwise agreed to with the COTR in writing.

A.4.7 RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN EXISTING FLAT MARKERS

- (a) SCOPE: Work consists of raising, lowering, realigning, resetting, backfilling & cleaning existing flat markers.
- (b) NCA STANDARDS: Standard (4.2): Proper height and alignment of each headstone and marker is maintained.
- (c) GENERAL REQUIREMENTS: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing flat markers. Standard flat markers are 24" (inches) wide by 12" (inches) in length and 18" (inches) wide by 12" (inches) in length. There are two thickness and weights of flat markers: 3" (inch) thick markers weighing approximately 90 pounds, and 4" (inch) thick markers weighing approximately 110 pounds. Older flat markers shall be realigned laterally, transversely and diagonally in the same manner as new markers.
- (d) PROCEDURES: The raising, lowering, realigning, resetting, backfilling and cleaning of existing flat markers shall be accomplished in accordance with the following:

- (i) The Contractor shall use headstone verification maps to ensure proper marker placement and to verify the numbering sequence and location of markers when removing / moving-back temporary markers, floral arrangements, in ground vases, commemorative or other types of gravesite decorations.
- (ii) All temporary markers, floral, commemorative, in ground vases or other types of decorations (arrangements) causing interference with the setting of flat markers shall be carefully, and in an orderly manner moved from, and per completion of work, moved back & reinstalled to all gravesites by the contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the markers and associated decorations.
- (iii) The Contractor shall pull the flat marker from the flat marker socket. Each flat marker socket shall have soil dugout to a minimum depth of 3" below correct socket depth, and then be refilled with a minimum of 3" of moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed fines up to 1/4" maximum) added and heavily tamped to full compaction in the bottom of the socket to achieve proper grade prior to the reinstallation of the flat marker (Note: Moist Class II Road Base may be considered as an alternate. Contractor shall obtain approval from the COTR for any substitute base material).
- (iv) Flat markers are to be reset to a depth so that no more than one inch (1") of the flat marker concrete base is extending above the finished topsoil level. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COTR.
- (v) All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set up to surface at proper heights and levels to provide a uniform flowing transition through uneven terrain. Two (2) to three (3) inches of clean topsoil shall be placed around the perimeter of each flat marker base and firmly tamped, leaving the top inch for topsoil and seed and then lightly to moderately tamped, then lightly raked and flat marker swept clean.
- (vi) Flat Marker Placement: Flat marker sockets shall be completed to proper grade and alignment as described in paragraph (d) prior to the reinstallation of the flat marker to the required depth. Markers shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps. Flat markers shall be set horizontally flat, in a line laterally, transversely, and diagonally with flat markers of other graves. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COTR. All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set at proper heights and levels to provide a uniform flowing transition through uneven terrain. After all work has been completed, the flat markers in all soil and terrain conditions shall be held firmly in place by the compacted soil (crushed limestone base material) (or approved substitute) so that the flat markers are rigid with no give, play or movement when subjected to forces by the COTR.
- (vii) New or replacement flat markers shall be properly aligned with four flat markers -- one marker immediately to the left, one marker immediately to the right and shall be

in perfect alignment with the flat marker directly above and below. The flat marker shall be leveled & plumbed front to back and side to side, and raised or lowered as necessary to ensure uniformity of no more than one inch above topsoil level. The flat marker is leveled plumbed front to back, side to side, keeping the (top) head & side of the marker along the heavy string line. Alignment of the flat marker should be checked frequently during this process to ensure that the marker is not out of level or out of alignment. Flat markers shall be firmly set and anchored in place with no movement from force subjected by the COTR.

- (viii) Cleaning of existing Upright Headstones & Flat Markers shall be accomplished in accordance with procedures in Section A.4.3. Any turf damaged by the Contractor shall be restored at Contractor's cost. Abrasive blasting and cleaning solutions shall not be used. (Note: After raising and resetting, the base of the headstone may have a visible stain or marking from the soil line that shall need to be cleaned. Special attention should be given to this area when cleaning the headstone)

A.4.8 BUMP & RUN (BUMP HEADSTONES INTO ALIGNMENT)

(a) SCOPE

Work consists of realigning upright headstones that have shifted out of alignment, but do not need to be removed from their sockets and reset as required under Section A.4.6 (Raise, Realign, Reset & Clean Existing Upright Headstones).

- (b) NCA STANDARD: Standard 4.2: Proper height and alignment of each headstone and marker is maintained.

(c) PROCEDURES

The Contractor shall use a wooden tamper to bump the headstone into alignment. A post level shall be attached to the headstone and bumped to both horizontally and vertical alignment. The soil around the perimeter of the headstone shall be firmly tamped so that headstone shall not move when exposed to force. Topsoil and grass seed shall be applied and lightly tamped, then raked lightly with a fan rake removing any debris.

A.4.9 REFILL SUNKEN GRAVES

(a) SCOPE:

- (i) The Contractor shall furnish all labor and materials (including topsoil & seed) necessary to refill and seed sunken graves. Work consists of refilling existing sunken graves with suitable high grade topsoil to the height of existing adjacent graves.
- (ii) Approximately 5 shall be refilled per year at Finn's Point National Cemetery. Refilling of sunken graves shall normally be accomplished between March and November of each year.

- (b) NCA STANDARD: Standard 2.4: The grading of every gravesite blends in with adjacent grade levels.

(c) PROCEDURES:

- (i) The COTR shall provide the Contractor with a list of sunken graves to be refilled & seeded throughout the year.
- (ii) A sunken grave is defined as any gravesite that has receded three (3) inches or more from existing adjacent graves. A standard size gravesite measures approximately 3' wide x 8' in length.
- (iii) Sunken graves shall be filled with approved backfill and tamped to within two (2) inches of established grade. Topsoil shall be added to bring the gravesite to the established grade.
- (iv) The disturbed area shall then be raked free of stones and any debris larger than one (1) inch measured in any direction. The area shall then be seeded in accordance with the procedures outlined in the Lawn Maintenance Applications portion in this contract.
- (v) All topsoil is subject to random / independent soil analysis. COTR shall approve topsoil the Contractor is providing for sunken graves prior to use. The contractor must remove soil not approved for use within 24 hours after the determination is made.

A.4.10 AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES

Aeration & Over-Seeding

(a) SCOPE

- (i) NCA Standard (2.1): Visually prominent areas have a well-established, healthy stand of turf.

(b) GENERAL REQUIREMENTS

- (i) Aeration: Entire turf area of each cemetery will be aerated annually in September.
- (ii) Over-Seeding: Entire turf area of each cemetery will be over-seeded annually in September after completing aeration.

(c) PROCEDURES

- (i) Entire turf area of each cemetery will be aerated annually in September with the use of a core aerator to remove soil cores at a 3" minimum soil depth.
- (ii) After aeration is completed, all turf areas will be over seeded with a turf grass blend consisting of 60% Perennial Rye (minimum of 2 varieties) and 40% Kentucky Bluegrass (minimum of 2 varieties).
- (iii) Grass seed will be applied at a rate of 6 lbs. / 1000 sq. ft. using a properly calibrated broadcast spreader.

Seeding & Seedbed Preparation

(a) SCOPE

- (i) NCA Standard (2.1b): Visually prominent areas with established turf are generally free of bare spots.
- (ii) NCA Standard (2.4): Grading of every gravesite blends in with every adjacent grave levels.

(b) GENERAL REQUIREMENTS

- (i) Work consists of seedbed preparation, and seeding of areas of the cemetery where turf has been disturbed or has died. In particular, all newly dug or refilled graves will need repair.
- (ii) The entire turf area of each cemetery will be over-seeded annually.

(c) PROCEDURES

- (i) Seed shall be applied by the Contractor in conformance with the schedule set forth later in this specification.
- (ii) Seed shall not be applied unless an authorized representative of the COTR is present to observe the application. The Contractor shall provide the COTR with a minimum of 48 hours advance notice to have a cemetery representative present during application, taking into consideration that normal business hours for cemetery personnel are 8:00 a.m. - 4:30 p.m., Monday through Friday, excluding Federal Holidays.
- (iii) Materials: In general, all materials shall conform to those specified below, unless otherwise approved in writing by the COTR. Specified materials shall be applied in amounts and methods stipulated herein.
- (iv) Delivery tickets for grass seed indicating date, weight, analysis and vendor's name, etc., shall be submitted to the COTR.
- (v) Grass seed shall be blue tag certified and comply with the following purity and germination requirements:

TYPE OF SEED	% BY WEIGHT	% PURITY	% GERMINATION
Kentucky Bluegrass	40	98 - 99	90
Perennial Rye	60	98 - 99	90

- (vi) Only varieties of grass seed that are considered cool season grasses, are adaptable to the southeastern Pennsylvania / southern New Jersey region and surrounding areas and are blue tag certified will be accepted. Any substitution of seed type, weight or application must be specifically approved, in writing, by the COTR.
- (vii) Weed seeds and inert matter shall not to exceed .05% of total (all percentages by weight). Seed shall be free of any noxious weeds.

- (viii) Mulch shall consist of cured and chopped straw free of sticks, stones, weeds and or any other foreign material.

Soil Preparation

- (a) An area that is to be seeded shall have a minimum of two inches (2") of clean topsoil placed on it and be prepared for seeding by bringing ground surface to adjacent graves, (with allowance for sod thickness, there applicable) free of sticks, stones or other foreign material over one inch (1") in any dimension.
- (b) Surface to conform to finish grade, free of uniform firm texture. The Contractor shall be responsible for providing all necessary topsoil.

Seeding

- (a) The Contractor is responsible for obtaining the required seed in sufficient time for application. The specified seed may require special ordering.
- (b) All turf areas to be over-seeded with grass mixture of 40% Kentucky Bluegrass (two varieties) and 60% Perennial Rye (two varieties).
- (c) Seed shall be spread at the rate of 6 lbs. / 1000 sq. ft. Seed shall also be uniformly distributed by a broadcast, hydro-spreader or cyclone spreader, or other approved methods. Seed shall be rolled into the soil immediately after spreading.

Over-Seeding

- (a) General over-seeding of turf acreage shall commence beginning September 1st.

A.4.11 WEED CONTROL

(a) SCOPE

- (i) Work consists of removal of weeds from cemeteries by hand pulling, string trimmer or spraying with Roundup, or another glyphosate product of similar or equal comparison.
- (ii) Contractor will supply all necessary materials for spraying and/or string trimming to remove weeds as needed.

(b) GENERAL REQUIREMENTS

- (i) Weeds are to be removed or sprayed with a non-selective herbicide such as Round up (glyphosate) in the following areas: sidewalks, steps, driveways, cemetery walls (inside and out), any concrete surfaces, patios and around buildings weekly or as needed.
- (ii) In addition to spraying, but not in place of, weeds may be hand pulled.

(c) PROCEDURES

- (i) Weeds are to be hand pulled from all flowerbeds every other week in conjunction with trimming & mowing.

- (ii) String trimming is to be done around any trees, shrubs, monuments or any other permanent objects located in the cemeteries as specified by COTR with a string trimmer weekly or as needed.
- (iii) No non-selective herbicide is to be sprayed around the base or on the foliage of any trees, shrubs or annuals.

A.4.12 FERTILIZER & HERBICIDE APPLICATIONS

- (a) Crabgrass Pre-Emergent Application: Contractor shall apply Balan Granular when treating for crabgrass at manufactures recommended rate allowable for the mid-Atlantic region. Pre-emergent must be applied with properly calibrated broadcast spreading equipment. The contractor will begin the application after the soil temperature has reached 55 degrees for three consecutive days. This is the time that crabgrass seeds begin active germination in the soil. Any application that is completed before this time period may not be as effective in overall crabgrass control. This will be determined with the use of a soil thermometer placed at a 1-2 inch soil depth in various sections of each cemetery to accurately gauge soil temperature. The dates for application listed in the Application Schedule are only estimated and could begin earlier or later depending upon soil temperatures.
- (b) Broadleaf Weed Control: Broadleaf herbicides must be applied with properly calibrated spraying equipment (not a hose end sprayer). The herbicide must address issues of various broadleaf weed species to include clover, dandelion, plantain, ground ivy and other broadleaf weeds that are native to turf in the middle Atlantic region. An acceptable broadleaf herbicide to be used can be Trimec, Trimec Encore or its equivalent. Applications must be timely and at the proper dosage so that perennial weeds do not go to seed. Herbicide shall be applied between, around all headstones, and along section perimeters.
- (c) Turf Fertilization: Fertilizer must be applied in granular form using a properly calibrated broadcast spreader to total turf acreage. A fertilizer with a 4:1:2 or 26-4-12 NPK ratio with 40-50% nitrogen from slow release sulfur coated urea will be used and applied at a rate of 4 lbs. / 1000 sq. ft. for the September fertilization and 5 lbs. / 1000 sq. ft. for the November fertilization.
- (d) All application methods of herbicides and treatments of annual grasses shall be in strict accordance with manufacturer, Department of Environmental Protection and all applicable federal, state and local laws.
- (e) All applications must be made in accordance with manufactures label instructions to ensure proper rate and timing of application. The contractor will apply liquid broadleaf herbicide no earlier than 6 hours before anticipated rainfall to allow herbicide sufficient time to be absorbed into plant tissue to maximize the herbicide's full potential. Any rainfall that is received within this six-hour time frame after the application will require the contractor to treat all turf areas a second time at the contractor's expense. Prior to any application, the Contractor shall provide to the COTR, a copy of product label for each chemical used and appropriate supporting Material Safety Data Sheets (MSDS).
- (f) Contractor personnel applying turf applications shall possess a current / valid State of New Jersey commercial pesticide/herbicide application license. The Contractor is responsible for any damage resulting from the application of any fertilizer or herbicide treatments.

- (g) All turf applications will be applied with appropriate calibrated spreading and spraying equipment. Liquid and pellet surface applications shall be uniformly distributed within the cemetery's defined area of coverage. Surface applications shall not be made where surface run-off is likely to occur or near a water source.
- (h) Appropriate flags or markers will be posted in all treated areas for a period of 24 hours after a herbicide treatment has been applied. The Contractor shall remove all flags upon expiration of the 24-hour period.
- (i) Each turf application shall be completed within each "Annual Application Date" (weather permitting) specified in the Schedule. All applications shall be applied in accordance with manufactures label instructions to ensure proper rate and timing. Thirty (30) days after completion of the application, the Contractor and COTR will jointly inspect and assess results. In areas where weed control results are less than acceptable*, the Contractor will re-perform the application at no additional cost to the Government (*Acceptable is defined as 90% of actively growing broadleaf weeds are eliminated).
- (j) The contractor shall not dispose of, rinse, mix nor store any herbicide containers/bags on cemetery premises except as authorized by cemetery management.
- (k) No herbicide application equipment may be kept or stored on the cemetery premises when the contractor is not working.

ANNUAL TURF APPLICATION SCHEDULE		
TURF APPLICATION	APPLICATION DATE	DESCRIPTION
#1	September 15 th – 20 th	This application will be a granular turf fertilization using a fertilizer with a 4:1:2 or 26-4-12 NPK ratio with 40-50% nitrogen from slow release sulfur coated urea. This fertilizer will be applied at a rate of 4 lbs. / 1000 sq. ft. or 250 lbs. /acre.
#2	October 1 st – 10 th	This application will be a post-emergent broadleaf weed control to include dandelion, plantain, chickweed, clover and other common broadleaf weeds and will be applied in liquid form. An acceptable post emergent broadleaf herbicide such as Trimec, Trimec Encore or equivalent will be used and applied at the manufacturers recommended label rate and specifications.
#3	November 15 th – 20 th	This application will be a granular turf fertilization using a fertilizer with a 4:1:2 or 26-4-12 NPK ratio with 40-50% nitrogen from slow release sulfur coated urea. This fertilizer will be applied at a rate of 4lbs. / 1000 sq. ft. or 300 lbs. /acre.

#4	April 20 th – 25 th	This application will be a post-emergent broadleaf weed control to include dandelion, plantain, chickweed, clover and other common broadleaf weeds and will be applied in liquid form. An acceptable post emergent broadleaf herbicide such as Trimec or Trimec Encore will be used and applied at the manufacturers recommended label rate and specifications.
#5	April 20 th – 25 th	This application will be a pre emergent control for annual grasses such as crabgrass, goose-grass and barnyard grass and will be applied in granular form. The product to be used for this application is Balan, (benefin) to be applied at the manufacturers recommended label rate and specification.

A.4.13 TREE, SHRUB, & PLANTING BED MAINTENANCE

(a) SCOPE:

- (i) Work consists of maintaining all trees, shrubs, annual and perennial plants and planting beds to keep them free of any/all dead, broken and/or unsightly growth.
- (ii) Trees shall be kept free of sucker growth, waterspouts, broken/dead limbs, and low hanging limbs/branches. All shrubs and hedges shall be trimmed and shaped annually during the months of May and November.
- (iii) Debris & Waste Removal: The Contractor is responsible for the proper removal and disposal of all debris and waste resulting from Cutting, Pruning and Trimming work activities. All pruning / trimming cuts, tree limbs, dead branches, bush / shrub / hedge clippings and other debris shall be removed from cemetery grounds the same day the work is performed and be properly disposed of.

(b) NCA STANDARDS:

- (i) Standard 3.4: Ornamental trees and shrubs are maintained so that they enhance and do not detract from the appearance of public areas.
- (ii) Standard 3.5: Ornamental trees and shrubs are pruned in a manner that ensures they do not pose a hazard to staff and visitors.
- (iii) Standard 6.1: Cemetery planting beds are well maintained and attractive.

(c) PROCEDURES:

Pruning, cutting, trimming and shaping of trees shall be accomplished in accordance with the following:

- (i) All pruning tools shall be kept sharp and properly functioning. Pruning cuts shall be made in accordance with ANSI A300 Standards.

- (ii) When cutting back trees, drop crotch as much as possible and avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.
- (iii) In reducing overall size, attention is to be given to symmetrical appearance. The top is to be higher and the sides reduced in order to maintain a tree-like form.
- (iv) When pruning trees, the Contractor must avoid topping or pollarding and should retain the trees natural shape as much as possible. The Contractor shall also avoid removing more than one fourth of the total area in one single operation.
- (v) In lifting the bottom branches of trees for under clearance which should be about fifteen (15) feet, care should be given to symmetrical appearance, and cuts should not be made so large that they shall prevent normal sap flow. Trim the tree high enough to allow sunlight to penetrate the trunk sometime during the day.
- (vi) The Contract is responsible for reporting dead, diseased or insect infested trees or shrubs to the COTR within 48 hours of discovery.

(d) PROCEDURES:

Planting beds, hedges and shrubs shall be maintained in accordance with the following:

- (i) All planting beds shall have a fresh (3) inch coating of shredded hardwood mulch uniformly applied to them in May.
- (ii) Planting beds shall be kept attractive and free of weeds. Any cultivation shall be generally shallow to avoid any damage to the roots. Dead or dying plant material shall be reported to the COTR. Replacement plants, if needed, shall be furnished by the COTR and planted by the Contractor.
- (iii) Hedges and shrubs shall be trimmed to promote a healthy and attractive appearance and uniform growth over all parts of the plant, with the bottom wider than the top.
- (iv) Hedges and shrubs shall be kept free of dead branches, leaves, and all weed growth. Weeds and their root system shall be removed.
- (v) Utility Lines Compliance: Where pruning / stump grinding / tree removal conflicts with existing utility service lines (above or below ground), cemetery personnel and the appropriate utility company shall be notified by the Contractor. The Contractor shall obtain all necessary permits and cooperate with the utility company to avoid any damage or liability.

A.4.14 LAWN MAINTENANCE -- MOWING, TRIMMING & EDGING

It is NCA policy to have well established / healthy turf-grass and landscape plant materials in all national cemeteries. Lawn maintenance includes aeration, over-seeding; seeding & seedbed preparation; soil preparation, mulching, mowing, trimming & edging, and weed control. The Contractor is responsible for maintaining the turf area of the cemetery in healthy and visually pleasing condition.

Equipment & Supplies: The Contractor shall furnish all supplies, materials, applicators, hoses, riding mowers, trimmers, edgers and any other equipment necessary and incident to the provision of lawn maintenance services. Water and electricity are not available at Finn's Point National Cemetery. The Contractor is required to furnish all water and electricity necessary for contract performance.

(a) SCOPE:

The Contractor shall be responsible for mowing, edging, and trimming all grass within Finn's Point National Cemetery which encompasses approximately 4.6 acres of lawn area and all turf areas outside surrounding walls.

(b) NCA STANDARDS:

- (i) Standard 2.1c: 95% of turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type of turf and region.
- (ii) Standard 2.6: Turf surrounding a headstone or marker is trimmed to its recommended height.

(c) PROCEDURES:

- (i) Equipment: The Contractor shall use rear-discharge mowers only. Riding mowers may be used if they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces. Commercial grade power trimmers and power edger shall be used to trim grass from around headstones, monuments, markers, etc.
- (ii) Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. 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 a turf height of three inches (3.0"). At no time shall more than one and a half inches (1.5") of new growth be removed during any single mowing. **All new turf has been installed at the cemetery and it is important for the Contractor to make sure that mowing decks are set at the correct height to avoid scalping any turf.**
- (iii) Mowing: The Contractor shall mow all turf areas beginning on April 1st or the first workday thereafter if needed. If at this time the turf has not begun actively growing, the Contractor shall monitor the turf growth to determine when spring mowing operations should begin. Mowing shall be accomplished on a weekly cycle (or as otherwise directed by the COTR). If grass clippings are evident, the Contractor shall remove and dispose of the clippings at no extra cost to the Government. Mowing shall conclude on or about November 15th. If at this time the turf is still actively growing, the Contractor shall continue to mow the turf until turf growth has stopped for the season which should be no later than the end of November.
- (iv) Trimming: In conjunction with mowing, trimming of un-mowed grass areas shall commence on April 1st or the first workday thereafter. The base of headstones, trees, monuments, markers, buildings walls, fences, signs and other vertical surfaces shall be

trimmed weekly (or as otherwise directed by the COTR). The trimming shall conclude on November 15th.

Note: All un-mowed grass around headstones, monuments, markers, and other vertical surfaces shall be trimmed to keep the grass at the prescribed three inch (3.0") height standard. Special care shall be taken not to scalp between or around headstones and other vertical surfaces.

- (v) Edging: From April thru November, all streets, curbs, walkways, tree wells, shrub and flower beds shall be edged at a minimum of once monthly (or as otherwise directed by the COTR). Edging shall provide a clear zone 1/2 "wide by 1" deep with all vegetation removed from joints and cracks. Damage to asphalt / concrete shall be avoided.
- (vi) Memorial Day & Veterans Day Ceremonies: Unless otherwise requested by the COTR, edging of cemetery grounds shall be performed within one (1) week prior to the Memorial Day weekend, and one (1) day prior to Veterans Day (November 11th).
- (vii) Any clippings deposited on roadways or other non-turf grass areas shall be removed the same day as the mowing event that produced them. Any clippings deposited on sidewalks or at public visitor areas including at the Committal Shelter areas shall be removed at same time mowing work is occurring.
- (viii) Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear providing a cleaner cut. Contractor shall clean all mowing and trimming equipment before unloading at the cemetery. This shall minimize the possibilities of weed contaminates to cemetery turf from outside mowing areas. The contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, or scalp turf while performing mowing services.
- (ix) The Contractor shall remove and replace all floral or commemorative items, etc. to their proper place while performing mowing services. The Contractor shall repair or replace all damaged items caused by the contractor at no additional cost to the cemetery as directed by the COTR.
- (x) New seed/sod shall be present at all newly buried gravesites, second interment gravesites, and repaired gravesite locations. New sod shall be hand mowed until it is fully established to the point where it shall not be damaged by riding mowers. All mowing around trees shall be accomplished in a manner that prevents a "ringing pattern" around the tree and associated damage to turf. Contractor shall vary wheel-width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.
- (xi) Turf in burial and public areas should be maintained at a height within one inch range of that which is professionally recommended for the recommended grass type for that geographic region. Optimally, the height should be no more than half an inch above that range. For example, the height of Kentucky Blue / Perennial Rye grass should be between 3.0" and 3.5". Grass is trimmed on borders.

- (xii) Edging: Edge all curbs, walkways, roadways permanent building / structure lines, tree wells and shrub beds within the cemetery area. COTR shall conduct random inspections of edging weekly.
- (xiii) The walkways (inside and out), flagpole bases, interment area, and roads shall be cleaned of any grass clippings and leaves after mowing, weed eating, edging, and trimming.

A.4.15 TRASH, DEBRIS & LEAF REMOVAL

(a) SCOPE:

- (i) Work consists of collecting and removing all trash, dead or unsightly flowers, tree limbs, dead leaves, as well as any other debris within Finn's Point National Cemetery.
- (ii) Pre-scheduled monthly floral pick-ups shall take place at Finn's Point on dates specified in the cemetery Floral Regulations Handout. A copy of the handout shall be provided to the Contractor.
- (iii) Trash, debris and leaf removal at Finn's Point National Cemetery includes all areas within the cemetery property lines property lines and outside surrounding areas and walkways from the wall to existing roads.

(b) NCA STANDARDS:

- (i) Standard (2.3): All turf is free of debris (i.e., leaves, fallen branches and trash).
- (ii) Standard (7.2): Trash is collected, disposed of and does not detract from cemetery appearance.

(c) PROCEDURES:

- (i) All trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs shall be removed from the Finn's Point National Cemetery a minimum of three times per week. All grave decorations shall be removed weekly or as needed. The Contractor shall also regularly check the rostrum area during trash and debris cleanup to make sure that this area is clean and neat.
- (ii) Dumpster placement areas are not available at the Finn's Point National Cemetery. The Contractor shall provide all labor, equipment and transportation necessary for the collection, removal and disposal of trash & debris with each scheduled grounds clean-up.
- (iii) Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- (iv) All walkways, roads, and parking areas shall be swept prior to interment services or on a weekly basis.

- (v) Storm Clean-Up (wind, rain, hail, snow, ice, etc): Cemetery should be checked and cleaned up next working day following the storm unless the extent of the storm prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.
- (vi) Fall leaf and tree debris collection and removal shall be accomplished beginning October 15th and shall continue as needed through the fall and into the winter until all deciduous trees have dropped their leaves. All fallen leaves and tree debris must be removed during this period, except when delayed by the onset of severe weather conditions (Snow and Ice). The Contractor shall schedule removal work accordingly.
- (vii) Leaves shall be hand raked, vacuumed, or blown by backpack style blower or a walk-behind push type machine from the turf onto the roadways and then collected and properly disposed of from the cemetery grounds and the immediate area outside the cemetery. Also, any accumulation of mulched leaves shall be removed from the cemetery.
- (viii) The Contractor shall inspect all areas of the cemetery during this period and ensure that there is no accumulation of debris in any area.

A.4.16 SNOW & ICE REMOVAL

(a) SCOPE:

- (i) Work consists of removal of snow and ice from the cemetery driveway, all walkways on the cemetery grounds, and all steps to buildings, structures, and interment shelters, city sidewalks surrounding the cemetery site, and areas outside the cemetery walls as designated by the COTR.
- (ii) In the event of an interment during the snow season, the Contractor shall be responsible for clearing passages from the roadway to the gravesite.

(b) REQUIREMENTS:

- (i) Snow removal shall be accomplished by using a plow attached to a tractor or a self-propelled unit, snow blower or shovel. Tractors and self-propelled units are restricted to paved areas.
- (ii) Ice removal shall be accomplished by applying a deicer. This chemical must be of the type that shall not stain or damage carpeting, flooring, turf, shrubbery, trees, walkways and driveways.
- (iii) Contractor shall take precautions to prevent damage to buildings, roadways, sidewalks, curbing, trees, headstones and markers by equipment used to remove snow and ice. Contractor is responsible for repairing any damage caused by equipment in the performance of snow and ice removal.

A.4.17 MEMORIAL DAY CEREMONY / RAISE & LOWER UNITED STATES OF AMERICA FLAG

(a) SCOPE:

Work consists of raising and lowering the United States of America Flag on a daily basis when illumination is not available. The flag must be lowered and raised on days when a funeral takes place.

(b) REQUIREMENTS:

- (i) The United States of America Flag shall be placed at full-staff from 8:00am to 5:00pm, seven (7) days a week. The United States of America Flag shall be brought to half-staff one-half (1/2) hour before each scheduled funeral service, retained in this position throughout the ceremonies and then returned to full-staff one-half (1/2) hour after lowering the remains into the ground.
- (ii) On Memorial Day, the United States of America Flag shall be flown at half-staff until 12:00pm (Noon). At this time the United States of America Flag shall be raised to full-staff until 7:00pm, if it is not illuminated.
- (iii) The United States of America Flag shall not be flown at half-staff except for occasions prescribed above or when directed by the COTR.
- (iv) Flag decorations for Memorial Day services, are provided by the National Cemetery Administration. While in the performance of his/her duties, the Contractor is responsible to ensure that the Flags are not damaged, disturbed or removed while displayed. Every individual gravesite shall be decorated for a period approximately one (1) week in duration.

A.4.18 GENERAL GROUNDS KEEPING SERVICES

- (a) On an as "needed / as requested basis" - the Contractor shall provide the necessary level of labor to supplement and support overall operational needs of Finn's Point National Cemetery.
- (b) The Contractor shall establish and maintain a point-of-contact to receive service requests from the COTR or designee. The point-of-contact shall be available on a 24-hour basis during weekends, Federal Holidays and after normal business hours of operation. The Contractor shall provide telephone, pager and cell phone numbers for emergency and after hour's situations.
- (c) Service requests may include (but are not limited to) general clean-up resulting from special / unforeseen events or memorial services (i.e., Wreaths Across America, Dedications, etc.), setting-up and breaking down of chairs, lecterns, extension cords, trash disposal, etc. for all such occurrences.
- (d) Procedures: Upon receipt of a service request - the Contractor shall assess the work involved and submit a written proposal to the COTR estimating the amount of time (hours) necessary to accomplish the task. The Contractor's proposal shall be approved in writing by the COTR prior to commencement of work.
- (e) Fixed Hourly Rate: All work / services shall be performed at the fixed hourly rate indicated in the Price Schedule and broken down into quarter-hour (15 minute) increments as appropriate.

- (f) VA National Cemetery reserves the right to purchase services from sources other than the Contractor when determined to be in the best interest of the Government.

A.4.19 ON-CALL / EMERGENCY STORM DAMAGE & STUMP REMOVAL SERVICES

- (a) The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COTR or designee. The point-of-contact shall be available on a 24-hour basis during weekends, Federal Holidays and after normal business hours of operation. The Contractor shall provide telephone, pager and cell phone numbers for emergency and after hour's situations.
- (b) Emergency Service Requests may include (but are not limited to) complete tree removal / stump grinding, pruning / removal of damaged tree limbs and branches, general clean-up of debris as a result of storm, wind and/or lightening damage, or any other occurrence of damage beyond the reasonable control of the cemetery (i.e., fires, floods, unusually severe weather, etc.).
- (c) Contractor shall respond to all Emergency Service Requests within eight (8) hours of the initial call. Work shall be accomplished within twenty-four (24) hours of the initial request or as expeditiously as circumstances permit. Emergency requests shall warrant a more rapid than routine response to ensure timely corrective action and to address any safety issues that may jeopardize employee or pedestrian safety. The Contractor shall keep the COTR fully informed of work progress and status of all emergencies.
- (d) Procedures: Upon arrival to the cemetery, the Contractor shall immediately assess the damage and submit a written proposal to the COTR estimating the amount of time (hours) necessary to accomplish the work involved. The Contractor's proposal shall be approved in writing by the COTR prior to commencement of work.
- (e) Fixed Hourly Rate: All emergency work and services shall be performed at the fixed hourly rate indicated in the Price Schedule and broken down into quarter-hour (15 min) increments as appropriate).
- (f) VA National Cemetery reserves the right to purchase emergency services from sources other than the Contractor when determined to be in the best interest of the Government.
- (g) Tree Removal / Stump Grinding: Where emergency circumstances warrant the complete removal of a tree(s), removal shall be accomplished under the instruction and guidance of a Certified Arborist provided by the Contractor. Procedures for Stump Grinding are as follows:
 - (i) All trees shall be topped prior to falling and all limbs over 3 ½" in diameter must be lowered to the ground by ropes. The stumps are to be ground to a maximum of 8" below soil level, or to the lateral roots, if reached before the specific depth.
 - (ii) The Contractor shall not grind stumps to the depth that would interfere with the roots of any adjacent tree(s) the Government intends to retain. The cavity of the stump is to be filled with topsoil and tamped to meet the existing grade.
 - (iii) All wood chip particles and debris from the tree removal shall be cleaned up thoroughly and removed from the cemetery. The Contractor shall take every

precaution to prevent any falling branches or trees from damaging any headstones, adjacent plant material or structures.

- (iv) All stumps shall be removed using stump-grinding equipment. Stumps and all surface roots shall be ground to at least 8" below the soil surface and all ground stump/root wood shall be removed. The hole shall be filled with topsoil, compacted, and then seeded. All chips and debris from stump removal shall be taken off-site the same day the work is performed and shall be properly disposed of.

A.5 CONTRACT MANAGEMENT

- (a) Representatives of the Contracting Officer: The VA Contracting Officer shall designate one (or more) representatives to serve as the Contracting Officer's Technical Representative (COTR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation shall be in writing and shall define the scope and limitations of the COTR's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.
- (b) The COTR may direct and arrange the Contractor's work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations. Duties and responsibilities of the COTR include day-to-day monitoring of the contract as follows:
 - (i) Providing contract oversight and technical guidance to the Contractor.
 - (ii) Placing orders for services.
 - (iii) Verification / certification of payments to the Contractor for services rendered.
 - (iv) Assuring that any changes effecting work involved, price, terms and/or conditions under the contract are not implemented before written authorization is issued by the Contracting Officer.
- (c) All administrative contract functions are the responsibility of the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.
- (d) Site Manager: The Contractor shall provide a "Site Manager" who shall be on-site at all times during contract performance. The Site Manager shall be responsible for the following:
 - (i) Directing, overseeing and coordinating the work involved.
 - (ii) Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
 - (iii) Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
- (e) The Site Manager shall re-direct work 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 COTR may then do so.

- (f) Communication & Coordination of Work with COTR: Communication with the COTR (or designee) is strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb Burial Services. Trucks and workmen are prohibited from passing through the service area during this period.

Note: To cause the least possible interference with cemetery activities, contract personnel shall stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony.

- (g) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract shall 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 COTR.

A.6 INSPECTION & MONITORING PROCEDURES

- (a) A record keeping system of Contractor work performance shall be established and implemented by the VA COTR for the services involved. The COTR shall inspect all work performed and submitted by the Contractor for acceptance. The Government reserves the right to reject any and all work that does not meet contract specifications. Work rejected by the COTR shall be re-performed without cost to the Government.
- (b) Weekly Progress Report: On a weekly basis, the Contractor shall provide a written progress report to the COTR of all work completed at each cemetery location (see **Attachment "B"**). If there are problems or issues adversely affecting progress of the contract, a detailed explanation shall be indicated on the report.
- (c) Payment: The Contractor shall submit a monthly invoice in arrears for all services rendered. Prior to certification of payment, invoices shall be verified by the COTR for accuracy against all Weekly Progress Reports submitted by the Contractor for the billing period.
- (d) Federal Holidays: All work required under this contract shall be performed during normal cemetery hours of operation. With the exception of Memorial Day and Veterans Day, work is normally not conducted on Federal holidays. The following is a list of all Federal holidays:

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

A.7 CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather - other than prolonged snow cover, shall not be considered an excusable delay in meeting specifications. The government expects the Contractor to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines.

- (b) The Contractor is responsible for taking all precautions to prevent damage to the cemetery, in any manner, including headstones, markers, monuments, flower bases, trees and other structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones, markers and other cemetery structures or property damaged because of actions by the Contractor and/or its personnel.
- (c) Cooperation with other Contractors: The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with other Contractors and with Government employees.
- (d) The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf areas except as provided in this contract or as authorized by the COTR. The Contractor shall be responsible for repairing turf damage caused by the Contractor regardless of weather conditions, and at no additional cost to the government.
- (e) The Contractor shall provide adequate safety warning devices, barricades and cover boards, etc., at all work sites to eliminate hazards from public visitors and cemetery employees at no cost to the government.
- (f) At the end of each day, the Contractor shall remove all debris from the cemetery site. At all times rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. The government shall not provide receptacles for the disposal of debris related to this contract.
- (g) The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor is 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 New York.
- (h) Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall notify the COTR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This shall be followed up by a written notice to the COTR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

A.8 STANDARDS OF EMPLOYEE CONDUCT

Contractor and Contractor personnel are required to adhere to the following standards of dress and conduct while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C. Section 218. Contractor and Contractor Personnel --

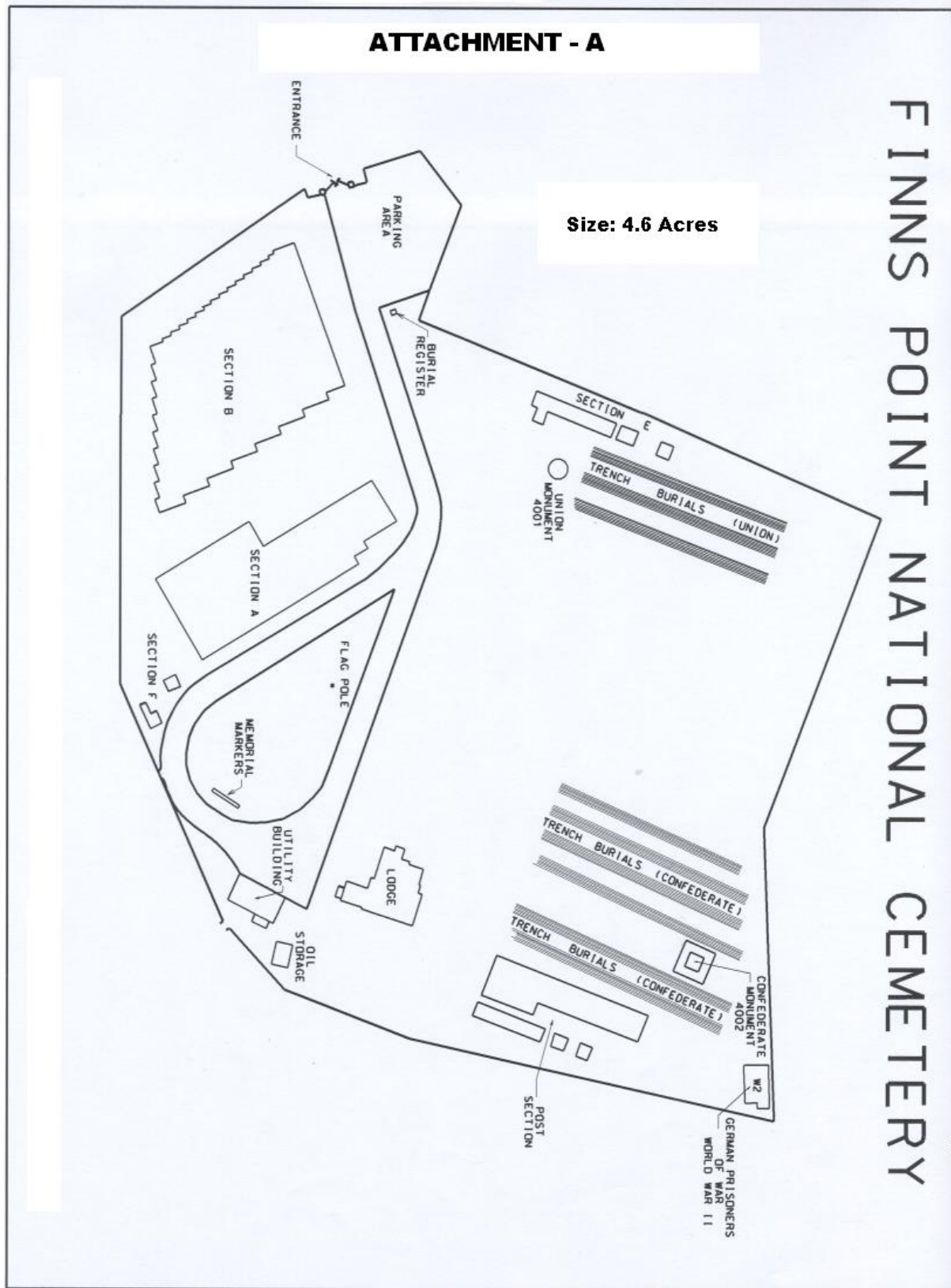
- (a) Shall be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Shoes/boots shall have no holes or loose soles. Steel-toed shoes shall be required in accordance with OSHA. Contractor employees shall maintain personal hygiene.

- (b) Shall not engage in loud or boisterous behavior or use profane or abusive language and show proper reverence during committal service.
- (c) Shall not eat or drink beverages except water or non-alcoholic drinks while in the work area or in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
- (d) Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.
- (e) SMOKING is not permitted in any buildings with the National Cemetery. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area.
- (f) Use of Cemetery Facilities: The Government shall not be responsible for any loss, damage, or theft of Contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by Contractor's employees.
- (g) The Government shall not provide the Contractor with any fuel storage, equipment storage, telephones, electricity or water. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.
- (h) The Contractor is responsible for safely handling any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- (i) No maintenance or repair of Contractor equipment shall be done on cemetery property without the COTR's approval.

A.9 SUPERVISION & TRAINING

- (a) The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required.
- (b) The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.
- (c) The Contractor is responsible for safety / precaution training of Contractor employees performing work under the contract. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.

(End of Section)



ATTACHMENT - B

WORK SUMMARY & PROGRESS REPORT		<i>Period Covered:</i>	From: _____	To: _____
Cemetery Location: Finn's Point National Cemetery Ft. Mott Road, Salem, NJ 08079		Contractor: _____ _____ _____ _____ _____		
Contract Title: CEMETERY GROUNDS MAINTENANCE				
Contract No: _____				

Inspection / Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights—

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)

	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT</u>	<u>WORK COMPLETED / SUBMITTED FOR ACCEPTANCE</u>
<u>CLIN</u>	General , on-going and recurring cemetery Grounds Maintenance (4.6 acres) to include the following:			
001	(a) Mowing & removal of Debris / Grass Clippings (b) Trimming of all Headstones and Markers, (c) Sweeping and/or blowing-off of roads and walkways (d) Leaf Removal – Including Fall Leaf Removal (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	12	MO	► _____ / Month
	INTERMENT SERVICES			
002	Grave Excavation & Backfilling of Cremated Remains.	50	Ea	► _____ / Each
003	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	Ea	► _____ / Each
	HEADSTONE MAINTENANCE			
004	Clean Upright Headstones & Flat Markers with Daybreak or equal (before Memorial Day).	300	Ea	► _____ / Each
005	Set & Align New-Initial and New-Replacement Upright Headstones	2	Ea	► _____ / Each
006	Set & Align New-Initial and New-Replacement Flat Markers	50	Ea	► _____ / Each

	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT</u>	<u>WORK COMPLETED / SUBMITTED FOR ACCEPTANCE</u>
<u>CLIN</u>	HEADSTONE MAINTENANCE			
007	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	Ea	► _____ / Each
008	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	62	Ea	► _____ / Each
009	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	300	Ea	► _____ / Each
010	<u>Bump & Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	Ea	► _____ / Each
011	Refill Sunken Graves	5	Ea	► _____ / Each
	AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES			
012	Aerate Cemetery (September)	1	JB	► _____ / Job
013	Over-seed Entire Cemetery (September)	1	JB	► _____ / Job
014	Seeding Newly Dug or Refilled Graves	50	JB	► _____ / Job
	WEED CONTROL			
015	Weed Control – Removal of weeds by hand pulling, string trimmer or spraying with herbicide.	4		► _____ / Job
	FERTILIZATION & HERBICIDE APPLICATIONS			
016	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	2	JB	► _____ / Job
017	Liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	2	JB	► _____ / Job
018	Granular pre emergent crabgrass control for all turf areas.	1	JB	► _____ / Job
	TREE, SHRUB & PLANTING BED MAINTENANCE			
019	Prune Cemetery Shrubs & Hedges	2	JB	► _____ / Job
020	Deadwood Prune Cemetery Trees	1	JB	► _____ / Job
021	Mulch Cemetery Planting Beds & Tree Rings	1	JB	► _____ / Job
	MEMORIAL DAY CEREMONY SET-UP			
022	<u>Memorial Day</u> – Placement and removal of approximately 300 individual grave flags & the raising / lowering of U.S. flag.	1	JB	► _____ / Job

	<u>DESCRIPTION</u>	<u>EST.</u> <u>QTY</u>	<u>UNIT</u>	<u>WORK COMPLETED / SUBMITTED</u> <u>FOR ACCEPTANCE</u>
<u>CLIN</u>	<u>ON-CALL GENERAL & EMERGENCY SERVICES</u>			
023	General Grounds Keeping Services: Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	40	HR	► _____ / Hours
024	Emergency Services: Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	16	HR	► _____ / Hours

<i>Report below any circumstances which may have adversely affected work progress such as weather, turf conditions, strikes, delays by the Government, etc.</i>			
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
<i>Signature of Contractor:</i>	<i>Date Signed</i>	<i>Signature of Cemetery Director / COTR</i>	<i>Date Signed</i>
_____	_____	_____	_____
<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

VA-786-12-R-0010

WD 05-2097 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2097
Director	Wage Determinations		Revision No.: 13
			Date Of Revision: 06/13/2011

States: Delaware, Maryland, New Jersey

Area: Delaware Counties of Kent, New Castle
 Maryland Counties of Caroline, Cecil, Dorchester, Kent, Talbot
 New Jersey County of Salem

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.53
01012 - Accounting Clerk II		16.31
01013 - Accounting Clerk III		18.24
01020 - Administrative Assistant		27.42
01040 - Court Reporter		21.74
01051 - Data Entry Operator I		14.22
01052 - Data Entry Operator II		15.51
01060 - Dispatcher, Motor Vehicle		17.92
01070 - Document Preparation Clerk		13.66
01090 - Duplicating Machine Operator		13.66
01111 - General Clerk I		13.45
01112 - General Clerk II		14.68
01113 - General Clerk III		16.48
01120 - Housing Referral Assistant		24.11
01141 - Messenger Courier		12.91
01191 - Order Clerk I		14.81
01192 - Order Clerk II		15.68
01261 - Personnel Assistant (Employment) I		16.56
01262 - Personnel Assistant (Employment) II		18.52
01263 - Personnel Assistant (Employment) III		20.64
01270 - Production Control Clerk		22.74
01280 - Receptionist		14.72
01290 - Rental Clerk		16.83
01300 - Scheduler, Maintenance		17.52
01311 - Secretary I		19.12
01312 - Secretary II		21.84
01313 - Secretary III		24.11
01320 - Service Order Dispatcher		16.76
01410 - Supply Technician		27.02
01420 - Survey Worker		17.92
01531 - Travel Clerk I		13.22
01532 - Travel Clerk II		14.16
01533 - Travel Clerk III		15.16
01611 - Word Processor I		15.91
01612 - Word Processor II		17.86
01613 - Word Processor III		19.98
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.36
05010 - Automotive Electrician		22.35
05040 - Automotive Glass Installer		20.34

05070 - Automotive Worker	21.19
05110 - Mobile Equipment Servicer	19.63
05130 - Motor Equipment Metal Mechanic	22.81
05160 - Motor Equipment Metal Worker	21.22
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	18.71
05250 - Motor Vehicle Upholstery Worker	20.54
05280 - Motor Vehicle Wrecker	21.22
05310 - Painter, Automotive	22.14
05340 - Radiator Repair Specialist	21.22
05370 - Tire Repairer	13.58
05400 - Transmission Repair Specialist	23.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.05
07041 - Cook I	12.99
07042 - Cook II	13.84
07070 - Dishwasher	9.76
07130 - Food Service Worker	11.55
07210 - Meat Cutter	19.04
07260 - Waiter/Waitress	10.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.40
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.85
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer, Minor	21.21
09130 - Upholsterer	19.41
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.81
11060 - Elevator Operator	12.33
11090 - Gardener	16.09
11122 - Housekeeping Aide	12.81
11150 - Janitor	12.81
11210 - Laborer, Grounds Maintenance	13.67
11240 - Maid or Houseman	11.29
11260 - Pruner	12.83
11270 - Tractor Operator	15.33
11330 - Trail Maintenance Worker	13.76
11360 - Window Cleaner	13.61
12000 - Health Occupations	
12010 - Ambulance Driver	17.48
12011 - Breath Alcohol Technician	20.44
12012 - Certified Occupational Therapist Assistant	22.91
12015 - Certified Physical Therapist Assistant	22.60
12020 - Dental Assistant	18.36
12025 - Dental Hygienist	32.95
12030 - EKG Technician	30.31
12035 - Electroneurodiagnostic Technologist	30.31
12040 - Emergency Medical Technician	17.48
12071 - Licensed Practical Nurse I	20.15
12072 - Licensed Practical Nurse II	22.05
12073 - Licensed Practical Nurse III	24.57
12100 - Medical Assistant	14.97
12130 - Medical Laboratory Technician	21.14
12160 - Medical Record Clerk	15.47
12190 - Medical Record Technician	17.31
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	34.99
12221 - Nursing Assistant I	10.52
12222 - Nursing Assistant II	11.83
12223 - Nursing Assistant III	12.91
12224 - Nursing Assistant IV	14.49
12235 - Optical Dispenser	21.62

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12236 - Optical Technician	16.60
12250 - Pharmacy Technician	15.13
12280 - Phlebotomist	14.49
12305 - Radiologic Technologist	26.93
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	32.76
12313 - Registered Nurse II, Specialist	32.76
12314 - Registered Nurse III	39.32
12315 - Registered Nurse III, Anesthetist	39.32
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.66
13012 - Exhibits Specialist II	26.74
13013 - Exhibits Specialist III	31.85
13041 - Illustrator I	22.72
13042 - Illustrator II	28.98
13043 - Illustrator III	33.08
13047 - Librarian	32.55
13050 - Library Aide/Clerk	16.83
13054 - Library Information Technology Systems Administrator	28.66
13058 - Library Technician	18.32
13061 - Media Specialist I	18.36
13062 - Media Specialist II	20.56
13063 - Media Specialist III	22.88
13071 - Photographer I	17.96
13072 - Photographer II	20.21
13073 - Photographer III	25.04
13074 - Photographer IV	30.62
13075 - Photographer V	37.06
13110 - Video Teleconference Technician	21.03
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.50
14042 - Computer Operator II	20.70
14043 - Computer Operator III	23.06
14044 - Computer Operator IV	25.64
14045 - Computer Operator V	28.39
14071 - Computer Programmer I	(see 1) 27.62
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.50
14160 - Personal Computer Support Technician	25.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.14
15020 - Aircrew Training Devices Instructor (Rated)	40.11
15030 - Air Crew Training Devices Instructor (Pilot)	48.06
15050 - Computer Based Training Specialist / Instructor	33.14
15060 - Educational Technologist	30.33
15070 - Flight Instructor (Pilot)	48.06
15080 - Graphic Artist	24.99
15090 - Technical Instructor	24.41
15095 - Technical Instructor/Course Developer	29.85
15110 - Test Proctor	19.71
15120 - Tutor	19.71
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.07
16030 - Counter Attendant	9.07
16040 - Dry Cleaner	10.99

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16070 - Finisher, Flatwork, Machine	9.07
16090 - Presser, Hand	9.07
16110 - Presser, Machine, Drycleaning	9.07
16130 - Presser, Machine, Shirts	9.07
16160 - Presser, Machine, Wearing Apparel, Laundry	9.07
16190 - Sewing Machine Operator	11.71
16220 - Tailor	12.51
16250 - Washer, Machine	9.79
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.94
19040 - Tool And Die Maker	24.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.21
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	12.78
21071 - Order Filler	13.73
21080 - Production Line Worker (Food Processing)	19.21
21110 - Shipping Packer	16.45
21130 - Shipping/Receiving Clerk	16.45
21140 - Store Worker I	14.39
21150 - Stock Clerk	19.11
21210 - Tools And Parts Attendant	19.21
21410 - Warehouse Specialist	19.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.75
23021 - Aircraft Mechanic I	25.74
23022 - Aircraft Mechanic II	26.75
23023 - Aircraft Mechanic III	28.06
23040 - Aircraft Mechanic Helper	19.86
23050 - Aircraft, Painter	23.81
23060 - Aircraft Servicer	22.76
23080 - Aircraft Worker	21.61
23110 - Appliance Mechanic	21.01
23120 - Bicycle Repairer	16.17
23125 - Cable Splicer	31.33
23130 - Carpenter, Maintenance	24.40
23140 - Carpet Layer	22.57
23160 - Electrician, Maintenance	28.70
23181 - Electronics Technician Maintenance I	25.72
23182 - Electronics Technician Maintenance II	27.79
23183 - Electronics Technician Maintenance III	29.80
23260 - Fabric Worker	20.10
23290 - Fire Alarm System Mechanic	23.71
23310 - Fire Extinguisher Repairer	21.37
23311 - Fuel Distribution System Mechanic	26.89
23312 - Fuel Distribution System Operator	22.07
23370 - General Maintenance Worker	21.37
23380 - Ground Support Equipment Mechanic	25.74
23381 - Ground Support Equipment Servicer	22.76
23382 - Ground Support Equipment Worker	21.61
23391 - Gunsmith I	21.37
23392 - Gunsmith II	23.77
23393 - Gunsmith III	25.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.17
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.15
23430 - Heavy Equipment Mechanic	24.33
23440 - Heavy Equipment Operator	27.08
23460 - Instrument Mechanic	25.03
23465 - Laboratory/Shelter Mechanic	24.46
23470 - Laborer	15.44

23510 - Locksmith	23.29
23530 - Machinery Maintenance Mechanic	24.32
23550 - Machinist, Maintenance	23.37
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	25.03
23592 - Metrology Technician II	26.01
23593 - Metrology Technician III	26.83
23640 - Millwright	25.21
23710 - Office Appliance Repairer	23.06
23760 - Painter, Maintenance	21.97
23790 - Pipefitter, Maintenance	30.24
23810 - Plumber, Maintenance	26.77
23820 - Pneudraulic Systems Mechanic	25.51
23850 - Rigger	25.51
23870 - Scale Mechanic	23.77
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	18.79
23931 - Telecommunications Mechanic I	25.91
23932 - Telecommunications Mechanic II	26.92
23950 - Telephone Lineman	28.29
23960 - Welder, Combination, Maintenance	20.91
23965 - Well Driller	23.10
23970 - Woodcraft Worker	25.51
23980 - Woodworker	19.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.97
24610 - Chore Aide	10.88
24620 - Family Readiness And Support Services Coordinator	14.06
24630 - Homemaker	16.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.83
25040 - Sewage Plant Operator	22.82
25070 - Stationary Engineer	23.83
25190 - Ventilation Equipment Tender	18.03
25210 - Water Treatment Plant Operator	22.82
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.30
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	24.29
27010 - Court Security Officer	27.70
27030 - Detection Dog Handler	19.14
27040 - Detention Officer	24.29
27070 - Firefighter	27.25
27101 - Guard I	13.48
27102 - Guard II	19.14
27131 - Police Officer I	28.28
27132 - Police Officer II	31.43
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.43
28042 - Carnival Equipment Repairer	12.02
28043 - Carnival Equipment Worker	9.59
28210 - Gate Attendant/Gate Tender	16.04
28310 - Lifeguard	12.78
28350 - Park Attendant (Aide)	17.94
28510 - Recreation Aide/Health Facility Attendant	11.54
28515 - Recreation Specialist	22.22
28630 - Sports Official	14.29
28690 - Swimming Pool Operator	16.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.30
29020 - Hatch Tender	24.30

29030 - Line Handler	24.30
29041 - Stevedore I	23.38
29042 - Stevedore II	25.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.31
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.98
30021 - Archeological Technician I	20.13
30022 - Archeological Technician II	22.75
30023 - Archeological Technician III	28.18
30030 - Cartographic Technician	28.81
30040 - Civil Engineering Technician	23.40
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.75
30063 - Drafter/CAD Operator III	25.43
30064 - Drafter/CAD Operator IV	31.30
30081 - Engineering Technician I	18.92
30082 - Engineering Technician II	21.23
30083 - Engineering Technician III	26.18
30084 - Engineering Technician IV	31.87
30085 - Engineering Technician V	38.78
30086 - Engineering Technician VI	42.58
30090 - Environmental Technician	25.50
30210 - Laboratory Technician	25.35
30240 - Mathematical Technician	28.72
30361 - Paralegal/Legal Assistant I	19.08
30362 - Paralegal/Legal Assistant II	23.64
30363 - Paralegal/Legal Assistant III	28.92
30364 - Paralegal/Legal Assistant IV	34.98
30390 - Photo-Optics Technician	28.27
30461 - Technical Writer I	21.76
30462 - Technical Writer II	26.62
30463 - Technical Writer III	32.20
30491 - Unexploded Ordnance (UXO) Technician I	24.25
30492 - Unexploded Ordnance (UXO) Technician II	29.35
30493 - Unexploded Ordnance (UXO) Technician III	35.17
30494 - Unexploded (UXO) Safety Escort	24.25
30495 - Unexploded (UXO) Sweep Personnel	24.25
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	28.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.29
31030 - Bus Driver	18.56
31043 - Driver Courier	17.63
31260 - Parking and Lot Attendant	13.52
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	12.09
31361 - Truckdriver, Light	19.00
31362 - Truckdriver, Medium	19.28
31363 - Truckdriver, Heavy	19.99
31364 - Truckdriver, Tractor-Trailer	19.99
99000 - Miscellaneous Occupations	
99030 - Cashier	11.80
99050 - Desk Clerk	12.64
99095 - Embalmer	28.63
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.37
99310 - Mortician	33.98
99410 - Pest Controller	17.02
99510 - Photofinishing Worker	14.65
99710 - Recycling Laborer	18.85
99711 - Recycling Specialist	21.14

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99730 - Refuse Collector	17.57
99810 - Sales Clerk	12.68
99820 - School Crossing Guard	11.57
99830 - Survey Party Chief	19.84
99831 - Surveying Aide	13.14
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.61
99841 - Vending Machine Repairer	16.98
99842 - Vending Machine Repairer Helper	14.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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

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

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

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

6) The contractor informs the affected employees.

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

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

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WD 05-2098 (Rev.-14) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2098
Diane C. Koplewski	Division of	Revision No.: 14
Director	Wage Determinations	Date Of Revision: 06/13/2011

States: Delaware, Maryland, New Jersey

Area: Delaware Counties of Kent, New Castle
 Maryland Counties of Caroline, Cecil, Dorchester, Kent, Talbot
 New Jersey County of Salem

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.53
01012 - Accounting Clerk II		16.31
01013 - Accounting Clerk III		18.24
01020 - Administrative Assistant		27.42
01040 - Court Reporter		21.74
01051 - Data Entry Operator I		14.22
01052 - Data Entry Operator II		15.51
01060 - Dispatcher, Motor Vehicle		17.92
01070 - Document Preparation Clerk		13.66
01090 - Duplicating Machine Operator		13.66
01111 - General Clerk I		13.45
01112 - General Clerk II		14.68
01113 - General Clerk III		16.48
01120 - Housing Referral Assistant		24.11
01141 - Messenger Courier		12.91
01191 - Order Clerk I		14.81
01192 - Order Clerk II		15.68
01261 - Personnel Assistant (Employment) I		16.56
01262 - Personnel Assistant (Employment) II		18.52
01263 - Personnel Assistant (Employment) III		20.64
01270 - Production Control Clerk		22.74
01280 - Receptionist		14.72
01290 - Rental Clerk		16.83
01300 - Scheduler, Maintenance		17.52
01311 - Secretary I		19.12
01312 - Secretary II		21.84
01313 - Secretary III		24.11
01320 - Service Order Dispatcher		16.76
01410 - Supply Technician		27.02
01420 - Survey Worker		17.92
01531 - Travel Clerk I		13.22
01532 - Travel Clerk II		14.16
01533 - Travel Clerk III		15.16
01611 - Word Processor I		15.91
01612 - Word Processor II		17.86
01613 - Word Processor III		19.98
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.36
05010 - Automotive Electrician		22.35
05040 - Automotive Glass Installer		20.34

05070 - Automotive Worker	21.19
05110 - Mobile Equipment Servicer	19.63
05130 - Motor Equipment Metal Mechanic	22.81
05160 - Motor Equipment Metal Worker	21.22
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	18.71
05250 - Motor Vehicle Upholstery Worker	20.54
05280 - Motor Vehicle Wrecker	21.22
05310 - Painter, Automotive	22.14
05340 - Radiator Repair Specialist	21.22
05370 - Tire Repairer	13.58
05400 - Transmission Repair Specialist	23.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.05
07041 - Cook I	12.99
07042 - Cook II	13.84
07070 - Dishwasher	9.76
07130 - Food Service Worker	11.55
07210 - Meat Cutter	19.04
07260 - Waiter/Waitress	10.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.40
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.85
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer, Minor	21.21
09130 - Upholsterer	19.41
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.81
11060 - Elevator Operator	12.33
11090 - Gardener	16.09
11122 - Housekeeping Aide	12.81
11150 - Janitor	12.81
11210 - Laborer, Grounds Maintenance	13.67
11240 - Maid or Houseman	11.29
11260 - Pruner	12.83
11270 - Tractor Operator	15.33
11330 - Trail Maintenance Worker	13.76
11360 - Window Cleaner	13.61
12000 - Health Occupations	
12010 - Ambulance Driver	17.48
12011 - Breath Alcohol Technician	20.44
12012 - Certified Occupational Therapist Assistant	22.91
12015 - Certified Physical Therapist Assistant	22.60
12020 - Dental Assistant	18.36
12025 - Dental Hygienist	32.95
12030 - EKG Technician	30.31
12035 - Electroneurodiagnostic Technologist	30.31
12040 - Emergency Medical Technician	17.48
12071 - Licensed Practical Nurse I	20.15
12072 - Licensed Practical Nurse II	22.05
12073 - Licensed Practical Nurse III	24.57
12100 - Medical Assistant	14.97
12130 - Medical Laboratory Technician	21.14
12160 - Medical Record Clerk	15.47
12190 - Medical Record Technician	17.31
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	34.99
12221 - Nursing Assistant I	10.52
12222 - Nursing Assistant II	11.83
12223 - Nursing Assistant III	12.91
12224 - Nursing Assistant IV	14.49
12235 - Optical Dispenser	21.62

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12236 - Optical Technician	16.60
12250 - Pharmacy Technician	15.13
12280 - Phlebotomist	14.49
12305 - Radiologic Technologist	26.93
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	32.76
12313 - Registered Nurse II, Specialist	32.76
12314 - Registered Nurse III	39.32
12315 - Registered Nurse III, Anesthetist	39.32
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.66
13012 - Exhibits Specialist II	26.74
13013 - Exhibits Specialist III	31.85
13041 - Illustrator I	22.72
13042 - Illustrator II	28.98
13043 - Illustrator III	33.08
13047 - Librarian	32.55
13050 - Library Aide/Clerk	16.83
13054 - Library Information Technology Systems Administrator	28.66
13058 - Library Technician	18.32
13061 - Media Specialist I	18.36
13062 - Media Specialist II	20.56
13063 - Media Specialist III	22.88
13071 - Photographer I	17.96
13072 - Photographer II	20.21
13073 - Photographer III	25.04
13074 - Photographer IV	30.62
13075 - Photographer V	37.06
13110 - Video Teleconference Technician	21.03
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.50
14042 - Computer Operator II	20.70
14043 - Computer Operator III	23.06
14044 - Computer Operator IV	25.64
14045 - Computer Operator V	28.39
14071 - Computer Programmer I	(see 1) 27.62
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.50
14160 - Personal Computer Support Technician	25.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.14
15020 - Aircrew Training Devices Instructor (Rated)	40.11
15030 - Air Crew Training Devices Instructor (Pilot)	48.06
15050 - Computer Based Training Specialist / Instructor	33.14
15060 - Educational Technologist	30.33
15070 - Flight Instructor (Pilot)	48.06
15080 - Graphic Artist	24.99
15090 - Technical Instructor	24.41
15095 - Technical Instructor/Course Developer	29.85
15110 - Test Proctor	19.71
15120 - Tutor	19.71
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.07
16030 - Counter Attendant	9.07
16040 - Dry Cleaner	10.99

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16070 - Finisher, Flatwork, Machine	9.07
16090 - Presser, Hand	9.07
16110 - Presser, Machine, Drycleaning	9.07
16130 - Presser, Machine, Shirts	9.07
16160 - Presser, Machine, Wearing Apparel, Laundry	9.07
16190 - Sewing Machine Operator	11.71
16220 - Tailor	12.51
16250 - Washer, Machine	9.79
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.94
19040 - Tool And Die Maker	24.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.21
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	12.78
21071 - Order Filler	13.73
21080 - Production Line Worker (Food Processing)	19.21
21110 - Shipping Packer	16.45
21130 - Shipping/Receiving Clerk	16.45
21140 - Store Worker I	14.39
21150 - Stock Clerk	19.11
21210 - Tools And Parts Attendant	19.21
21410 - Warehouse Specialist	19.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.75
23021 - Aircraft Mechanic I	25.74
23022 - Aircraft Mechanic II	26.75
23023 - Aircraft Mechanic III	28.06
23040 - Aircraft Mechanic Helper	19.86
23050 - Aircraft, Painter	23.81
23060 - Aircraft Servicer	22.76
23080 - Aircraft Worker	21.61
23110 - Appliance Mechanic	21.01
23120 - Bicycle Repairer	16.17
23125 - Cable Splicer	31.33
23130 - Carpenter, Maintenance	24.40
23140 - Carpet Layer	22.57
23160 - Electrician, Maintenance	28.70
23181 - Electronics Technician Maintenance I	25.72
23182 - Electronics Technician Maintenance II	27.79
23183 - Electronics Technician Maintenance III	29.80
23260 - Fabric Worker	20.10
23290 - Fire Alarm System Mechanic	23.71
23310 - Fire Extinguisher Repairer	21.37
23311 - Fuel Distribution System Mechanic	26.89
23312 - Fuel Distribution System Operator	22.07
23370 - General Maintenance Worker	21.37
23380 - Ground Support Equipment Mechanic	25.74
23381 - Ground Support Equipment Servicer	22.76
23382 - Ground Support Equipment Worker	21.61
23391 - Gunsmith I	21.37
23392 - Gunsmith II	23.77
23393 - Gunsmith III	25.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.17
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.15
23430 - Heavy Equipment Mechanic	24.33
23440 - Heavy Equipment Operator	27.08
23460 - Instrument Mechanic	25.03
23465 - Laboratory/Shelter Mechanic	24.46
23470 - Laborer	15.44

23510 - Locksmith	23.29
23530 - Machinery Maintenance Mechanic	24.32
23550 - Machinist, Maintenance	23.37
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	25.03
23592 - Metrology Technician II	26.01
23593 - Metrology Technician III	26.83
23640 - Millwright	25.21
23710 - Office Appliance Repairer	23.06
23760 - Painter, Maintenance	21.97
23790 - Pipefitter, Maintenance	30.24
23810 - Plumber, Maintenance	26.77
23820 - Pneudraulic Systems Mechanic	25.51
23850 - Rigger	25.51
23870 - Scale Mechanic	23.77
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	18.79
23931 - Telecommunications Mechanic I	25.91
23932 - Telecommunications Mechanic II	26.92
23950 - Telephone Lineman	28.29
23960 - Welder, Combination, Maintenance	20.91
23965 - Well Driller	23.10
23970 - Woodcraft Worker	25.51
23980 - Woodworker	19.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.97
24610 - Chore Aide	10.88
24620 - Family Readiness And Support Services Coordinator	14.06
24630 - Homemaker	16.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.83
25040 - Sewage Plant Operator	22.82
25070 - Stationary Engineer	23.83
25190 - Ventilation Equipment Tender	18.03
25210 - Water Treatment Plant Operator	22.82
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.30
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	24.29
27010 - Court Security Officer	27.70
27030 - Detection Dog Handler	19.14
27040 - Detention Officer	24.29
27070 - Firefighter	27.25
27101 - Guard I	13.48
27102 - Guard II	19.14
27131 - Police Officer I	28.28
27132 - Police Officer II	31.43
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.43
28042 - Carnival Equipment Repairer	12.02
28043 - Carnival Equipment Worker	9.59
28210 - Gate Attendant/Gate Tender	16.04
28310 - Lifeguard	12.78
28350 - Park Attendant (Aide)	17.94
28510 - Recreation Aide/Health Facility Attendant	11.64
28515 - Recreation Specialist	22.22
28630 - Sports Official	14.29
28690 - Swimming Pool Operator	16.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.30
29020 - Hatch Tender	24.30

29030 - Line Handler	24.30
29041 - Stevedore I	23.38
29042 - Stevedore II	25.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.31
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.98
30021 - Archeological Technician I	20.13
30022 - Archeological Technician II	22.75
30023 - Archeological Technician III	28.18
30030 - Cartographic Technician	28.81
30040 - Civil Engineering Technician	23.40
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.75
30063 - Drafter/CAD Operator III	25.43
30064 - Drafter/CAD Operator IV	31.30
30081 - Engineering Technician I	18.92
30082 - Engineering Technician II	21.23
30083 - Engineering Technician III	26.18
30084 - Engineering Technician IV	31.87
30085 - Engineering Technician V	38.78
30086 - Engineering Technician VI	42.58
30090 - Environmental Technician	25.50
30210 - Laboratory Technician	25.35
30240 - Mathematical Technician	28.72
30361 - Paralegal/Legal Assistant I	19.08
30362 - Paralegal/Legal Assistant II	23.64
30363 - Paralegal/Legal Assistant III	28.92
30364 - Paralegal/Legal Assistant IV	34.98
30390 - Photo-Optics Technician	28.27
30461 - Technical Writer I	21.76
30462 - Technical Writer II	26.62
30463 - Technical Writer III	32.20
30491 - Unexploded Ordnance (UXO) Technician I	24.25
30492 - Unexploded Ordnance (UXO) Technician II	29.35
30493 - Unexploded Ordnance (UXO) Technician III	35.17
30494 - Unexploded (UXO) Safety Escort	24.25
30495 - Unexploded (UXO) Sweep Personnel	24.25
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	28.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.29
31030 - Bus Driver	18.56
31043 - Driver Courier	17.63
31260 - Parking and Lot Attendant	13.52
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	12.09
31361 - Truckdriver, Light	19.00
31362 - Truckdriver, Medium	19.28
31363 - Truckdriver, Heavy	19.99
31364 - Truckdriver, Tractor-Trailer	19.99
99000 - Miscellaneous Occupations	
99030 - Cashier	11.80
99050 - Desk Clerk	12.64
99095 - Embalmer	28.63
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.37
99310 - Mortician	33.98
99410 - Pest Controller	17.02
99510 - Photofinishing Worker	14.65
99710 - Recycling Laborer	18.85
99711 - Recycling Specialist	21.14

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99730 - Refuse Collector	17.57
99810 - Sales Clerk	12.68
99820 - School Crossing Guard	11.57
99830 - Survey Party Chief	19.84
99831 - Surveying Aide	13.14
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.61
99841 - Vending Machine Repairer	16.98
99842 - Vending Machine Repairer Helper	14.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

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

The process for preparing a conformance request is as follows:

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

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

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

SECTION E - SOLICITATION PROVISIONS

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.1 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.2 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) 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: Any Employee

Hand-Carried Address:

Department of Veterans Affairs
National Cemetery Administration
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

Mailing Address:

Department of Veterans Affairs
National Cemetery Administration
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.3 52.237-1 SITE VISIT (APR 1984)

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

(End of Provision)

E.4 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the Department of Veterans Affairs and National Cemetery Administration as to the Statement of Work. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

E.5 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.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--CERTIFICATION	SEP 2010
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**E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

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

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

(End of Provision)

52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
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(End of Addendum to 52.212-1)

E.8 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

Technical
Past Performance
Price
Financial Responsibility

Technical and past performance, when combined, are significantly more important than 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)

**E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (MAY 2011)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(1) Means a small business concern--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:_____]. Each WOSB concern 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 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)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:_____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(i) General. The offeror represents that either--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--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, 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 Act-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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, 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 Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) 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)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. 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 Act. (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 Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror 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 of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

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

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

(End of Provision)