

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. \_\_\_\_\_ PAGE 1 OF  
**1 of 113**

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE \_\_\_\_\_ 4. ORDER NO. \_\_\_\_\_  
5. SOLICITATION NUMBER  
VA786-16-R-0296  
6. SOLICITATION ISSUE DATE  
08/02/2016/2016

7. FOR SOLICITATION INFORMATION CALL: a. NAME  
Iris Chen, iris.chen@va.gov  
b. TELEPHONE NO. (No Collect Calls)  
(215) 381-3787 x 4635  
8. OFFER DUE DATE/LOCAL TIME  
08/19/2016@2PM

9. ISSUED BY CODE \_\_\_\_\_  
Department of Veterans Affairs  
National Cemetery Administration  
NCA Contracting Service (41D3A)  
75 Barrett Heights Rd  
Stafford VA 22556  
10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
 EDWOSB SMALL BUSINESS PROGRAM NAICS: 561730  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD:  
\$7.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
12. DISCOUNT TERMS \_\_\_\_\_  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   
13b. RATING N/A  
14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE \_\_\_\_\_  
Winchester National Cemetery  
401 National Avenue  
Winchester, VA 22601  
16. ADMINISTERED BY CODE \_\_\_\_\_  
Department of Veterans Affairs  
National Cemetery Administration  
NCA Contracting Service (41D3A)  
75 Barrett Heights Rd  
Stafford VA 22556

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_  
18a. PAYMENT WILL BE MADE BY CODE \_\_\_\_\_  
Department of Veterans Affairs  
Electronic Invoicing  
http://www.tungsten-network.com/customer-campaigns/veterans-affairs/  
TELEPHONE NO. \_\_\_\_\_ DUNS: \_\_\_\_\_ FAX: \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Grounds Maintenance Service at Winchester National Cemetery Base + 4 Option Years, if exercised. See Schedule of Prices - Page 9  DUNS # _____ TAX ID # _____ Email: _____ Phone: _____  <b>Submit Proposal via VA eCMS Vendor Portal website at  <a href="https://www.vendorportal.ecms.va.gov">https://www.vendorportal.ecms.va.gov</a>                      Set-Aside 100% to Service Disabled Veteran Owned Small Business</b>  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA \_\_\_\_\_ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \_\_\_\_\_

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR \_\_\_\_\_ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) \_\_\_\_\_ 30c. DATE SIGNED \_\_\_\_\_  
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
Iris Chen  
31c. DATE SIGNED \_\_\_\_\_

**Table of Contents**

**SECTION A .....1**

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..... 1

**SECTION B - CONTINUATION OF SF 1449 BLOCKS .....4**

B.1 CONTRACT ADMINISTRATION DATA..... 4

B.2 PRICE/COST SCHEDULE ..... 9

B.3 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....18

**SECTION C - CONTRACT CLAUSES .....53**

C.1 SBA ACT 8(d)(13)(B).....53

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL COMMON CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02) (FEB 2015).....53

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)..... 53

C.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013).....59

C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..... 61

C.6 52.216-18 ORDERING (OCT 1995)..... 62

C.7 52.216-19 ORDER LIMITATIONS (OCT 1995)..... 62

C.8 52.216-21 REQUIREMENTS (OCT 1995) ..... 62

C.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....63

C.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....63

C.11 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)..... 63

C.12 SUPPLEMENTAL INSURANCE REQUIREMENTS ..... 63

C.13 52.228-16 PERFORMANCE AND PAYMENT BONDS-- OTHER THAN CONSTRUCTION (NOV 2006)..... 64

C.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984).....65

C.15 852.203-71 DISPLAY OF VA HOTLINE POSTER (DEC 1992).....65

C.16 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)..... 66

C.17 VAAR 852.232-72 ELECTRONIC INVOICE SUBMISSION OF PAYMENT REQUESTS (NOV 2012)..... 67

C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)..... 68

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....74**

ATTACHMENT A - SERVICES WAGE DETERMINATION.....75

ATTACHMENT B - PAST PERFORMANCE QUESTIONNAIRE .....84

**SECTION E - SOLICITATION PROVISIONS.....86**

E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)..... 86

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS – REPRESENTATION (DEVIATION 2015-02) (FEB 2015).....90

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013).....90

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)..... 91

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006) ..... 91

E.6 52.237-1 SITE VISIT (APR 1984)..... 92

E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)..... 92  
E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)..... 93  
E.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)..... 93  
E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) ..... 93  
E.11 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014) ..... 94  
E.12 ADDITIONAL INSTRUCTIONS TO OFFERORS ..... 96  
E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAR 2016)..... 98

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

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

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

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

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

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

**4. GOVERNMENT INVOICE ADDRESS:**

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

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

**The pre-award questions period ends at 1:00PM EDT on 08/15/2016. The due date for proposals remains 08/19/2016 at 2pm EDT. Please submit questions to Iris Chen [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) Responses to all questions received by this date will be posted on**

**FedBizOpps within two (2) business days following 08/15/2016. No questions will be answered by phone calls and no questions will be accepted after that date.**

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

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

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

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

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

3. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Iris Chen at [iris.chen1@va.gov](mailto:iris.chen1@va.gov) as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted

together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

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

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

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

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

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

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

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

All questions pertaining to this solicitation shall be submitted via email to [Iris Chen](mailto:Iris.Chen1@va.gov) [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) no later than 08/15/2016 at 1:00 PM EDT. Responses to all questions received by this date will be posted on FedBizOpps within two (2) business days following 08/15/2016. No questions will be answered by phone calls and no questions will be accepted after that date.

**7. MISSING PAGES:** It is the responsibility of the offeror to examine this solicitation to verify that he or she has received

all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation / Contract / Order for Commercial Items.

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

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

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

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

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

**11. CONTRACT TERMS:** The term of this contract shall be from Date of Award through 09/30/2017 with four (4) 1-year options if exercised. Contractor shall submit an invoice at the end of each month. Delivery of all items under this contract is FOB Destination and is subject to inspection and acceptance by a VA Contracting Officer's Representatives (COR).

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

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

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

**Lance Pridemore, Director Culpeper National Cemetery..... (540) 825-0027**

**Willie Davis, Foreman Culpeper National Cemetery ..... (540) 825-0027**

Yvonne Woods, Program Assistant..... (540) 825-0027

Fax.....(540) 825-6684POST AWARD

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

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

17. FEDERAL HOLIDAYS:

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

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

18. LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:

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

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

## B.2 Price/Cost Schedule

**PRICE SCHEDULE:** The Contractor shall furnish all labor, supervision, equipment, materials and supplies necessary to provide grounds maintenance services at the Winchester National Cemetery, located at 401 National Avenue Winchester, Va. 22601.

**SITE VISIT:** Winchester National Cemetery is a satellite cemetery under the supervision of the staff at Culpeper National Cemetery. 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 of the Winchester National Cemetery, YOU MUST CONTACT one of the following personnel to make arrangements:

Lance Pridemore, Director Culpeper National Cemetery.....	(540) 825-0027
Willie Davis, Foreman Culpeper National Cemetery .....	(540) 825-0027
Yvonne Woods, Program Assistant.....	(540) 825-0027
Fax.....	(540) 825-6684

**POST AWARD CONFERENCE:** Prior to commencement of work, contract awardee is required to make an appointment for a conference with the COR and/or Contracting Officer to assure that all parties understand all contractual obligations and the role that each party serves.

All services described in the Work Statement, including technical specifications, schedules, addenda, clauses, terms and conditions of the contract shall form the complete scope of work. The period of performance is from Date of Award through September 30, 2017, with four (4) one (1) year renewal options.

**ESTIMATED QUANTITIES:** The quantities indicated in the Price Schedule are estimated and not purchased by this contract. Changes in quantity shall not constitute an equitable price adjustment.

**ADDITIONAL ITEMS:** The Government reserves the right to add line items related to maintenance of the cemetery grounds. Services such, but not limited to, fertilization; herbicide applications such as pre / post-emergence herbicides to control annual grasses, nut sedge & broadleaf weeds, insecticide to control grubs or other turf grass insect pests, and fungicide to control turf disease; sod; mowing and trimming; emergency related storm damage; tree pruning and removal; leaf collection; and snow removal. The Government will do so via a modification to the contract and SOW after obtaining fair and reasonable pricing from the contractor.

<b>BASE PERIOD: FROM October 1, 2016 or From Date of Award through September 30, 2017</b>					
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
	<b>INTERMENT SERVICES</b>				
001	Casketed Remains (Reopen Grave)	2	EA	\$ _____	\$ _____
002	Cremated Remains	2	EA	\$ _____	\$ _____
003	Set-up for Funeral Services	4	EA	\$ _____	\$ _____
	<b>HEADSTONE CLEANING, SETTING &amp; MAINTENANCE</b>				
004	Clean Headstones (Before Memorial Day)	5,570	EA	\$ _____	\$ _____
005	Set Initial & Replacement Headstones	5	EA	\$ _____	\$ _____
006	Raise & Realign Headstones	1,115	EA	\$ _____	\$ _____
007	Fine Tune & Align Headstones	1,850	EA	\$ _____	\$ _____
008	Refill Sunken Graves	20	EA	\$ _____	\$ _____
	<b>FERTILIZATION &amp; WEED CONTROL APPLICATIONS</b>				
009	Turf Fertilization	3	EA	\$ _____	\$ _____
010	Broadleaf Weed Control (Turf)	3	EA	\$ _____	\$ _____
011	Pre-Emergent Crabgrass Control (Turf)	2	EA	\$ _____	\$ _____
	<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>				
012	Aerate Cemetery (September)	1	JOB	\$ _____	\$ _____
013	Over-seed Entire Cemetery (September)	1	JOB	\$ _____	\$ _____
014	Seeding Newly Dug or Refilled Graves	24	JOB	\$ _____	\$ _____
	<b>MOWING, TRIMMING &amp; EDGING</b>				
015	Mow all turf. Remove all debris and grass clippings.	34	JOB	\$ _____	\$ _____
016	Trimming (in conjunction with every mowing)	34	JOB	\$ _____	\$ _____
017	Edging (every other week – curbs & walkways)	17	JOB	\$ _____	\$ _____
	<b>TRASH, DEBRIS &amp; LEAF REMOVAL</b>				
018	General Grounds Cleanup (to include trash, debris / leaf removal and cleaning of sidewalks, driveways & parking areas)	52	WK	\$ _____	\$ _____
	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>				

019	Prune Trees, Shrubs & Hedges	2	JOB	\$ _____	\$ _____
020	Pre-Emergent Weed Control (Planting Beds)	2	JOB	\$ _____	\$ _____
021	Mulch Application (Planting Beds & Tree Bases)	1	JOB	\$ _____	\$ _____
<b>SNOW &amp; ICE REMOVAL</b>					
022	Snow & Ice removal to include sidewalks, parking areas, driveways and lodge areas.	4	JOB	\$ _____	\$ _____
<b>RAISING &amp; LOWERING OF UNITED STATES FLAG</b>					
023	Flag will be lowered to half-staff ½ hr. before a scheduled service and returned to full staff after remains are lowered in the ground. On Memorial Day the flag will be lowered to half-staff until 12:00 PM.	10	JOB	\$ _____	\$ _____
<b>MEMORIAL DAY FLAG PLACEMENT &amp; REMOVAL</b>					
024	Placement & Removal of 5,570 Decorative Flags.	1	JOB	\$ _____	\$ _____
<b>BASE PERIOD</b>			<b>TOTAL EST COST:</b>		\$ _____

<b>OPTION YEAR I: FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018</b>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<b>INTERMENT SERVICES</b>					
101	Casketed Remains (Reopen Grave)	2	EA	\$ _____	\$ _____
102	Cremated Remains	2	EA	\$ _____	\$ _____
103	Set-up for Funeral Services	4	EA	\$ _____	\$ _____
<b>HEADSTONE CLEANING, SETTING &amp; MAINTENANCE</b>					
104	Clean Headstones (Before Memorial Day)	5,570	EA	\$ _____	\$ _____
105	Set Initial & Replacement Headstones	5	EA	\$ _____	\$ _____
106	Raise & Realign Headstones	1,115	EA	\$ _____	\$ _____
107	Fine Tune & Align Headstones	1,850	EA	\$ _____	\$ _____
108	Refill Sunken Graves	20	EA	\$ _____	\$ _____
<b>FERTILIZATION &amp; WEED CONTROL APPLICATIONS</b>					
109	Turf Fertilization	3	EA	\$ _____	\$ _____

110	Broadleaf Weed Control (Turf)	3	EA	\$ _____	\$ _____
111	Pre-Emergent Crabgrass Control (Turf)	2	EA	\$ _____	\$ _____
<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>					
112	Aerate Cemetery (September)	1	JOB	\$ _____	\$ _____
113	Over-seed Entire Cemetery (September)	1	JOB	\$ _____	\$ _____
114	Seeding Newly Dug or Refilled Graves	24	JOB	\$ _____	\$ _____
<b>MOWING, TRIMMING &amp; EDGING</b>					
115	Mow all turf. Remove all debris and grass clippings.	34	JOB	\$ _____	\$ _____
116	Trimming (in conjunction with every mowing)	34	JOB	\$ _____	\$ _____
117	Edging (every other week – curbs & walkways)	17	JOB	\$ _____	\$ _____
<b>TRASH, DEBRIS &amp; LEAF REMOVAL</b>					
118	General Grounds Cleanup (to include trash, debris / leaf removal and cleaning of sidewalks, driveways & parking areas)	52	WK	\$ _____	\$ _____
<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>					
119	Prune Trees, Shrubs & Hedges	2	JOB	\$ _____	\$ _____
120	Pre-Emergent Weed Control (Planting Beds)	2	JOB	\$ _____	\$ _____
121	Mulch Application (Planting Beds & Tree Bases)	1	JOB	\$ _____	\$ _____
<b>SNOW &amp; ICE REMOVAL</b>					
122	Snow & Ice removal to include sidewalks, parking areas, driveways and lodge areas.	4	JOB	\$ _____	\$ _____
<b>RAISING &amp; LOWERING OF UNITED STATES FLAG</b>					
123	Flag will be lowered to half-staff ½ hr. before a scheduled service and returned to full staff after remains are lowered in the ground. On Memorial Day the flag will be lowered to half-staff until 12:00 PM.	10	JOB	\$ _____	\$ _____
<b>MEMORIAL DAY FLAG PLACEMENT &amp; REMOVAL</b>					
124	Placement & Removal of 5,570 Decorative Flags.	1	JOB	\$ _____	\$ _____
<b>OPTION YEAR I</b>		<b>TOTAL EST COST:</b>			\$ _____

<b>OPTION YEAR II: FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019</b>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
	<b>INTERMENT SERVICES</b>				
201	Casketed Remains (Reopen Grave)	2	EA	\$ _____	\$ _____
202	Cremated Remains	2	EA	\$ _____	\$ _____
203	Set-up for Funeral Services	4	EA	\$ _____	\$ _____
<b>HEADSTONE CLEANING, SETTING &amp; MAINTENANCE</b>					
204	Clean Headstones (Before Memorial Day)	5,570	EA	\$ _____	\$ _____
205	Set Initial & Replacement Headstones	5	EA	\$ _____	\$ _____
206	Raise & Realign Headstones	1,115	EA	\$ _____	\$ _____
207	Fine Tune & Align Headstones	1,850	EA	\$ _____	\$ _____
208	Refill Sunken Graves	20	EA	\$ _____	\$ _____
<b>FERTILIZATION &amp; WEED CONTROL APPLICATIONS</b>					
209	Turf Fertilization	3	EA	\$ _____	\$ _____
210	Broadleaf Weed Control (Turf)	3	EA	\$ _____	\$ _____
211	Pre-Emergent Crabgrass Control (Turf)	2	EA	\$ _____	\$ _____
<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>					
212	Aerate Cemetery (September)	1	JOB	\$ _____	\$ _____
213	Over-seed Entire Cemetery (September)	1	JOB	\$ _____	\$ _____
214	Seeding Newly Dug or Refilled Graves	24	JOB	\$ _____	\$ _____
<b>MOWING, TRIMMING &amp; EDGING</b>					
215	Mow all turf. Remove all debris and grass clippings.	34	JOB	\$ _____	\$ _____
216	Trimming (in conjunction with every mowing)	34	JOB	\$ _____	\$ _____
217	Edging (every other week – curbs & walkways)	17	JOB	\$ _____	\$ _____
<b>TRASH, DEBRIS &amp; LEAF REMOVAL</b>					
218	General Grounds Cleanup (to include trash, debris / leaf removal and cleaning of sidewalks, driveways & parking areas)	52	WK	\$ _____	\$ _____
<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>					

219	Prune Trees, Shrubs & Hedges	2	JOB	\$ _____	\$ _____
220	Pre-Emergent Weed Control (Planting Beds)	2	JOB	\$ _____	\$ _____
221	Mulch Application (Planting Beds & Tree Bases)	1	JOB	\$ _____	\$ _____
<b>SNOW &amp; ICE REMOVAL</b>					
222	Snow & Ice removal to include sidewalks, parking areas, driveways and lodge areas.	4	JOB	\$ _____	\$ _____
<b>RAISING &amp; LOWERING OF UNITED STATES FLAG</b>					
223	Flag will be lowered to half-staff ½ hr. before a scheduled service and returned to full staff after remains are lowered in the ground. On Memorial Day the flag will be lowered to half-staff until 12:00 PM.	10	JOB	\$ _____	\$ _____
<b>MEMORIAL DAY FLAG PLACEMENT &amp; REMOVAL</b>					
224	Placement & Removal of 5,570 Decorative Flags	1	JOB	\$ _____	\$ _____
<b>OPTION YEAR II</b>			<b>TOTAL EST COST:</b>		\$ _____

<b>OPTION YEAR III: FROM OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020</b>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<b>INTERMENT SERVICES</b>					
301	Casketed Remains (Reopen Grave)	2	EA	\$ _____	\$ _____
302	Cremated Remains	2	EA	\$ _____	\$ _____
303	Set-up for Funeral Services	4	EA	\$ _____	\$ _____
<b>HEADSTONE CLEANING, SETTING &amp; MAINTENANCE</b>					
304	Clean Headstones (Before Memorial Day)	5,570	EA	\$ _____	\$ _____
305	Set Initial & Replacement Headstones	5	EA	\$ _____	\$ _____
306	Raise & Realign Headstones	1,115	EA	\$ _____	\$ _____
307	Fine Tune & Align Headstones	100	EA	\$ _____	\$ _____
308	Refill Sunken Graves	20	EA	\$ _____	\$ _____
<b>FERTILIZATION &amp; WEED CONTROL APPLICATIONS</b>					
309	Turf Fertilization	3	EA	\$ _____	\$ _____

310	Broadleaf Weed Control (Turf)	3	EA	\$ _____	\$ _____
311	Pre-Emergent Crabgrass Control (Turf)	2	EA	\$ _____	\$ _____
	<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>				
312	Aerate Cemetery (September)	1	JOB	\$ _____	\$ _____
313	Over-seed Entire Cemetery (September)	1	JOB	\$ _____	\$ _____
314	Seeding Newly Dug or Refilled Graves	24	JOB	\$ _____	\$ _____
	<b>MOWING, TRIMMING &amp; EDGING</b>				
315	Mow all turf. Remove all debris and grass clippings.	34	JOB	\$ _____	\$ _____
316	Trimming (in conjunction with every mowing)	34	JOB	\$ _____	\$ _____
317	Edging (every other week – curbs & walkways)	17	JOB	\$ _____	\$ _____
	<b>TRASH, DEBRIS &amp; LEAF REMOVAL</b>				
318	General Grounds Cleanup (to include trash, debris / leaf removal and cleaning of sidewalks, driveways & parking areas)	52	WK	\$ _____	\$ _____
	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>				
319	Prune Trees, Shrubs & Hedges	2	JOB	\$ _____	\$ _____
320	Pre-Emergent Weed Control (Planting Beds)	2	JOB	\$ _____	\$ _____
321	Mulch Application (Planting Beds & Tree Bases)	1	JOB	\$ _____	\$ _____
	<b>SNOW &amp; ICE REMOVAL</b>				
322	Snow & Ice removal to include sidewalks, parking areas, driveways and lodge areas.	4	JOB	\$ _____	\$ _____
	<b>RAISING &amp; LOWERING OF UNITED STATES FLAG</b>				
323	Flag will be lowered to half-staff ½ hr. before a scheduled service and returned to full staff after remains are lowered in the ground. On Memorial Day the flag will be lowered to half-staff until 12:00 PM.	10	JOB	\$ _____	\$ _____
	<b>MEMORIAL DAY FLAG PLACEMENT &amp; REMOVAL</b>				
324	Placement & Removal of 5,570 Decorative Flags.	1	JOB	\$ _____	\$ _____
<b>OPTION YEAR III</b>		<b>TOTAL EST COST:</b>			\$ _____

<b>OPTION YEAR IV: FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021</b>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
	<b>INTERMENT SERVICES</b>				
401	Casketed Remains (Reopen Grave)	2	EA	\$ _____	\$ _____
402	Cremated Remains	2	EA	\$ _____	\$ _____
403	Set-up for Funeral Services	4	EA	\$ _____	\$ _____
<b>HEADSTONE CLEANING, SETTING &amp; MAINTENANCE</b>					
404	Clean Headstones (Before Memorial Day)	5,570	EA	\$ _____	\$ _____
405	Set Initial & Replacement Headstones	5	EA	\$ _____	\$ _____
406	Raise & Realign Headstones	1,115	EA	\$ _____	\$ _____
407	Fine Tune & Align Headstones	100	EA	\$ _____	\$ _____
408	Refill Sunken Graves	20	EA	\$ _____	\$ _____
<b>FERTILIZATION &amp; WEED CONTROL APPLICATIONS</b>					
409	Turf Fertilization	3	EA	\$ _____	\$ _____
410	Broadleaf Weed Control (Turf)	3	EA	\$ _____	\$ _____
411	Pre-Emergent Crabgrass Control (Turf)	2	EA	\$ _____	\$ _____
<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>					
412	Aerate Cemetery (September)	1	JOB	\$ _____	\$ _____
413	Over-seed Entire Cemetery (September)	1	JOB	\$ _____	\$ _____
414	Seeding Newly Dug or Refilled Graves	24	JOB	\$ _____	\$ _____
<b>MOWING, TRIMMING &amp; EDGING</b>					
415	Mow all turf. Remove all debris and grass clippings.	34	JOB	\$ _____	\$ _____
416	Trimming (in conjunction with every mowing)	34	JOB	\$ _____	\$ _____
417	Edging (every other week – curbs & walkways)	17	JOB	\$ _____	\$ _____
<b>TRASH, DEBRIS &amp; LEAF REMOVAL</b>					
418	General Grounds Cleanup (to include trash, debris / leaf removal and cleaning of sidewalks, driveways & parking areas)	52	WK	\$ _____	\$ _____
<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>					

419	Prune Trees, Shrubs & Hedges	2	JOB	\$ _____	\$ _____
420	Pre-Emergent Weed Control (Planting Beds)	2	JOB	\$ _____	\$ _____
421	Mulch Application (Planting Beds & Tree Bases)	1	JOB	\$ _____	\$ _____
<b>SNOW &amp; ICE REMOVAL</b>					
422	Snow & Ice removal to include sidewalks, parking areas, driveways and lodge areas.	4	JOB	\$ _____	\$ _____
<b>RAISING &amp; LOWERING OF UNITED STATES FLAG</b>					
423	Flag will be lowered to half-staff ½ hr. before a scheduled service and returned to full staff after remains are lowered in the ground. On Memorial Day the flag will be lowered to half-staff until 12:00 PM.	10	JOB	\$ _____	\$ _____
<b>MEMORIAL DAY FLAG PLACEMENT &amp; REMOVAL</b>					
424	Placement & Removal of 5,570 Decorative Flags.	1	JOB	\$ _____	\$ _____
<b>OPTION YEAR IV</b>		<b>TOTAL EST COST:</b>			\$ _____

**SUMMARY GRAND TOTAL COST**

<b>BASE YEAR + ALL OPTION YEARS</b>	\$ _____
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**(End of Price Schedule)**

## B.3 DESCRIPTION/SPEC

### SPECIFICATIONS/WORK STATEMENT

#### A.1 BACKGROUND

Winchester National Cemetery was established on land appropriated for burials during the Civil War. It is the final resting place for Union soldiers who fought and died at the battles of Winchester, New Market, Front Royal, Snickers Gap, Harper's Ferry, Martinsburg, and Romney. Physically, it was typical of first-generation national cemeteries built before 1870. Cemetery grounds encompass approximately 4.9 acres of land. Winchester National Cemetery is a satellite cemetery under the supervision of the Director of Culpeper National Cemetery and is listed on the National Register of Historic Places.

National Cemeteries are National Shrines 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.

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

#### A.2 CONTRACT DEFINITIONS / ACRONYMS

- (a) Business Hours & Days of Operation: 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. The Contracting Officer shall delegate one or more representatives to serve as the Contracting Officer's Representative (COR). All administrative functions remain with the VA Contracting Officer.
- (c) Contracting Officer's Representative (COR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.
- (d) Cemetery Director (Administrator / Management Official): The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying veterans and eligible family members, and maintaining cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight.
- (e) Contractor: The term "Contractor" as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.

- (f) National Cemetery Administration (NCA) Operational Standards & Measures: Provides standards for performance in the key cemetery operational areas of Interments, Grounds Maintenance, Headstones, Markers and Equipment & Facilities Maintenance. A copy of NCA Operational Standards shall be provided to the Contractor by the COR.
- (g) NCA Turf & Landscape Handbook 3420: Outlines procedures for the proper establishment and care of turf-grass in VA National Cemeteries. A copy of the handbook shall be provided to the Contractor by the COR.

**A.3 GENERAL REQUIREMENTS**

- (a) Contractor shall furnish all supervision, labor, materials, tools, supplies and equipment necessary to provide cemetery grounds maintenance services at the Winchester National Cemetery as specified herein. Unless otherwise provided in this contract, specialized interment equipment shall be furnished by the Government.
- (b) 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 Representative (COR).
- (c) The Director of Culpeper National Cemetery Complex; located at 305 U.S. Avenue, Culpeper, Virginia 22701 (540)-825-6684 is responsible for the Winchester National Cemetery and shall be available to the Contractor for questions and/or clarifications concerning the work requirements this contract.
- (d) Place(s) of Performance:

CEMETERY	LOCATION
Winchester National Cemetery	401 National Avenue, Winchester, VA 22601

## 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 & Clauses of the contract shall form the complete requirement.

SECTION	DESCRIPTION OF SERVICES
A.4.1	GRAVE EXCAVATION & BACKFILLING OF CASKETED REMAINS
A.4.2	GRAVE EXCAVATION & BACKFILLING OF CREMATED REMAINS
A.4.3	REFILL SUNKEN GRAVES
A.4.4	HEADSTONE & MARKER CLEANING
A.4.5	SET NEW OR REPLACEMENT HEADSTONE
A.4.6	RAISE, REALIGN, RESET & CLEAN EXISTING UPRIGHT HEADSTONES
A.4.7	FINE TUNE & ALIGN (BUMP & RUN) HEADSTONES
A.4.8	FERTILIZATION & WEED CONTROL APPLICATIONS
A.4.9	AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES
A.4.10	MOWING, TRIMMING & EDGING
A.4.11	TREE, SHRUB, & PLANTING BED MAINTENANCE
A.4.12	TRASH, DEBRIS & LEAF REMOVAL
A.4.13	SNOW & ICE REMOVAL
A.4.14	RAISING & LOWERING OF UNITED STATES OF AMERICA FLAG
A.4.15	MEMORIAL DAY (PLACEMENT & REMOVAL OF DECORATIVE FLAGS)

### A.4.1 GRAVE EXCAVATION & BACKFILLING OF CASKETED REMAINS

- (a) **SCOPE:** Work consists of excavating and backfilling gravesites. The COR 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. Upon completion of the interment, the Contractor shall return all specialized equipment furnished in the same condition as it was received. Specialized equipment consists of a lowering device with key, carrying sticks, lowering straps, planks, platform, and gravesite greens.

(b) NCA STANDARDS

- (i) Standard 3.1: Each gravesite is excavated to assure uniformity with other gravesites in that burial section.
- (ii) Standard 3.2: Integrity of existing graves, grave markers and other objects around the worksite shall be preserved.
- (iii) Standard 3.3: Open graves are identified and protected by guards and markers appropriate to cemetery operations.
- (iv) Standard 3.1: Outer burial receptacles awaiting installation are placed in an orderly manner.
- (v) Standard 4.1: Committal services are conducted in clean and orderly shelters that provide for the safety, privacy, and special needs of the family.
- (vi) 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.
- (vii) 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) All 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. When a grave liner is to be used, gravesite excavation shall be completed to allow the vault to be pre-set in the grave one (1) hour and fifteen (15) minutes prior to the service. The gravesite must be available for visitation within one (1) and one-half ( $\frac{1}{2}$ ) hours after the interment service.
- (ii) It shall be the COR's responsibility to notify the Contractor of any underground utilities in the vicinity of gravesite excavations.
- (iii) Gravesites measure approximately 5' wide x 9' in length 4' wide x 8' in length unless otherwise advised by the COR, and shall be excavated to five (5) feet or seven (7) feet, depending on the number on interments. Prior to the start of the interment process, the COR shall advise the Contractor of the required depth, width, and length prior to any excavation operation and/or whether the interment shall be placed side by side.
- (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 COR shall be notified before any remains are lowered or moved within the gravesite location. The COR 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 second remains shall be placed in the right or left half of the gravesite. The COR shall inform the Contractor on which procedure to follow. Arrangement and payment for the disinterment of remains from previous burials is the COR'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 COR 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) Any excess backfill shall be removed at the direction of the COR to a land fill or dump at the Contractor's expense.
- (vi) When the Contractor using power equipment excavates a grave and it is necessary to remove the headstone, it shall be done by the Contractor and replaced as specified by the COR.
- (vii) When an excavation is five (5) feet deep or deeper, a worker is prohibited from entering into the hole until the walls of the grave are shored in a safe and acceptable method as per OSHA Standards.
- (viii) The burial service shall take place at the Rostrum/Committal Shelter, unless the COR approves a request from the next-of-kin for a gravesite service. At the conclusion of the service, the Contractor shall transfer the remains in a dignified manner to the proper gravesite following all NCA policies. The COR shall approve the mode of transportation for the remains. The Contractor shall be required to lower the casketed remains into the gravesite using a mechanical lowering device in a safe and efficient manner with dignity and without damage to the casket. If any damage occurs to either a casket or grave liner, the Contractor shall reimburse the Government for all incurred costs.
- (ix) Set-up for Funeral Services: 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. The area where the burial service is to take place shall be clean, free of weeds, and any other dirt or debris. Set-up for funeral services include the following:
  - ▶ The Contractor shall lower the United States of America Flag to half-mast, one-half (½) hour before the interment service. One-half (½) after the conclusion of the interment service, the Contractor shall then return the United States of America Flag to full mast.
  - ▶ The Contractor shall designate a member of his staff to keep visitors away from the open excavation and provide other duties as assigned by the COR.
  - ▶ Backfill shall be brought to establish grade in one (1) foot lifts. Each lift shall be thoroughly compacted by means of a mechanical or hand tamper. Care shall be taken to fill and compact all voids surrounding the burial case in order to reduce subsequent ground settlement. Backfill should not be mounded but conform to existing grades. Gravesite shall be top soiled and seeded in accordance with the procedure outlined in the Lawn Maintenance Applications portion in this contract.
  - ▶ When the grave is a second interment, the existing headstone shall be removed and carefully placed in an area near the gravesite and covered with a grass green fabric, then properly disposed of at the conclusion of the service. A temporary marker shall be centered at the head of the gravesite where the headstone would normally be. The headstone is reinstalled at the gravesite in accordance with established headstone setting procedures and the temporary marker for the recent decedent is placed in front of the headstone.
  - ▶ 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.

- ▶ Interment flowers shall be removed three (3) days after the interment and the gravesite fan raked clean of all debris.

#### **A.4.2 GRAVE EXCAVATION & BACKFILLING OF CREMATED REMAINS**

(a) SCOPE: Work consists of excavating and backfilling gravesites for cremated remains. The COR 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) All 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 COR'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/4' wide x 8' in length unless otherwise advised by the COR 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 COR shall be notified before the cremains are lowered or moved within the gravesite location. The COR 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 COR 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 COR 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 COR 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/Committal Shelter. 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 COR 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 (½) hour before the interment service. One-half (½) 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 COR.
- (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.4.3 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 twenty (20) graves shall be refilled per year at Winchester National Cemetery. Refilling of sunken graves shall normally be accomplished between March and November of each year. The graves that need to be refilled will be identified to the Contractor by the COR or Cemetery Director.

(b) NCA STANDARD

Standard 2.4: The grading of every gravesite blends in with adjacent grade levels.

(c) PROCEDURES

- (i) The COR 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. COR 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.4.4 HEADSTONE & MARKER CLEANING

(a) Approximately 5,570 headstones at Winchester National Cemetery shall be cleaned annually prior to Memorial Day.

##### CLEANING OF UPRIGHT HEADSTONES:

(i) All temporary markers, floral, commemorative or other types of decorations (arrangements) causing interference with the cleaning of upright headstones /markers will be carefully and orderly moved from and upon completion of the cleaning of the headstones / markers, moved back to the gravesite by the Contractor.

(ii) Cleaning Techniques will demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etcetera and will be consistent and fully compliant with all applicable Federal, State and County laws, ordinances and regulations. General requirements for application of the cleaning product:

(1) As of June 2012, D/2 Biological Solution is the only authorized cleaner of marble headstones and markers at national cemeteries.

Some salient characteristics:

D/2 Biological Solution is a biodegradable, easy to use liquid that removes stains from mold, algae, mildew, lichens and air pollutants. It is effective on marble, granite, limestone, brownstone, travertine, masonry, terra cotta, concrete, stucco, wood, and other architectural surfaces including monuments, sculpture and headstones.

- Fast acting: 10 to 15 minutes contact time for great results.
- Biodegradable
- Contains no acids, salts, or chlorine
- pH neutral
- Will not etch metals or glass
- Safer to use around plantings
- Is not a hazardous material and requires no special handling or protection
- Use full strength, no in-field mixing required
- Shelf life of 5 years

Won't deposit harmful residues

D/2 was developed by conservators who know the damage that can be done by cleaners containing acid or salts. The product has been specially formulated without these harmful agents. D/2 is pH neutral quaternary ammonium solution with surfactants that help carry surface contaminants away. No other solution is more trusted by architectural and monument conservators. See website for more info and full specs/salient characteristics, if needed: <http://www.d2bio.com/use-d2> General background on the use of this product can be found at the following website, but information in that report shall not be submitted for requirements in the contract: <http://ncptt.nps.gov/wp-content/uploads/Best-Practices-Final.pdf>.

(2) Clean water will be used to wet the stone prior to washing, to apply the cleaning product and to rinse the stone after washing. Once the stone is wet, cleaning techniques with water will include low pressure water spraying with the wand affixed with a fan tip. The distance between the fan tip and the headstone surface shall be a minimum of 12".

- (3) When water under pressure is used, such pressure will not be greater than 500 psi and work will be accomplished in a manner that does not cause any etching of the stone surface to occur. A test cleaning will be done in an inconspicuous area of a headstone (based on age and or style) and approved by the COR prior to cleaning all like headstones and markers. The older the headstone or marker the more likely that power washing can cause damage, lower psi (up to 200 psi) is recommended.
- (4) Hand scrubbing may be used as needed. If manual agitation is necessary to remove soiling, only a soft bristle (synthetic or natural) brush shall be used; metal or stiff plastic shall not be used because it can scratch the stone.
- (5) Rinsing: Thoroughly rinse the headstone or marker surface using clean, clear water under low pressure or without pressure.
- (6) Site disturbance: If water used in cleaning should soften the soil around the base of the headstone or marker so it is loosened, care will be taken not to tip the headstone out of plumb or alignment.
- (7) Care will be taken to protect the turf area from damage. Any turf damaged by the Contractor will be restored at Contractor's expense. Upright headstones will be set and anchored firmly in place with no movement from forces subjected by the COR or inspector after cleaning has been completed.

(iii) APPLICATION OF D/2 BIOLOGICAL SOLUTION

- (1) After wetting the headstone or marker in accordance with paragraph (ii) above, apply a heavy spray application of "undiluted D2 Biological Solution" cleaner to all sides of the headstone. Do not dilute the cleaner with water.
- (2) Allow D/2 to soak into the stone for 20-30 minutes. Then rinse the product from all headstone or marker surface using clean, clear water under low pressure or without pressure.
- (3) The effect of using D/2 Biological Solution will not be immediate. It will take 2 to 3 weeks for the full appearance of a clean stone to become apparent. For this reason, re treatment should not occur within (3) three weeks of the first cleaning and only with the concurrence of the COR.
- (4) Headstones that have been cleaned but become marked, discolored, dirt covered, or muddied due to subsequent contract work including but not limited to turf reestablishment issues will be re rinsed and scrubbed at no additional cost to the government. Headstones that become discolored, dirt covered, or muddied etcetera after initial cleaning has been completed but prior to overall project completion will be re cleaned at no additional cost to the government. All headstones are to be clean at the time of project completion final inspection.
- (5) The end result of this service is that the Contractor will provide the Government "CLEAN" headstones/markers. A clean headstone is defined as "a headstone that has no dirt lines, watermarks or grass stains, excessive bird droppings and no visible signs of fungi".
- (6) The Contractor shall furnish a list identifying the National Cemetery Location and specific Section and Gravesite Number of each stone cleaned.

**A.4.5 SET NEW OR REPLACEMENT HEADSTONE**

- (a) SCOPE: Work consists of setting initial (new) or replacement headstones on gravesites. It includes reporting physical defects to the Contracting Officer or his authorized representative.
- (b) 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 cemetery operations.
  - (vi) Standard 4.5: Damaged or defaced headstones, markers or niche covers are identified and action taken to repair or replace them.
  - (vii) 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 reuse.
  - (viii) Standard 7.1: Necessary personal protective equipment and safety measures will be adhered to at all times during headstone, marker and niche cover operations.
- (c) GENERAL REQUIREMENTS: The type of marker to be used shall be determined by the Contracting Officer Technical Representative (COR) through direction of the National Cemetery Administration, Central Office (in accordance with the general plan of the cemetery). Headstones shall be installed within two (2) days of delivery to Winchester National Cemetery as weather and soil conditions permit.
- (d) PROCEDURE: NEW & REPLACEMENT HEADSTONES
  - (i) The COR or designee is responsible for ordering headstones, checking for proper wording and initial inspection for damages.
  - (ii) Headstones are received at Culpeper National Cemetery. Headstones and markers shall be erected in appropriate places within 3 to 5 days of receipt, or if weather or soil conditions prohibit this time frame, as soon as practicable after receipt. In transporting or storage of headstones, they shall be protected from the weather to avoid damage or staining from crating materials. Each stone shall be placed so as to rest on its long edge in a vertical freestanding position for easy accessibility. Where there is a shortage of storage space and there is a wall or other substantial support at the storage area, 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. If there is any breakage or damage in any form due to the Contractor's handling or negligence, the cost for replacement will be borne by the Contractor. The COR shall designate a suitable area for storage of the stones at Culpeper National Cemetery. Initial inspection will be

accomplished by COR upon receipt. Defective headstones will not be set. Replacement stone will be ordered by Culpeper National Cemetery.

- (iii) 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 selection layout control points and not from headstones previously set. 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.
- (iv) All upright headstones shall be set at a height of 24 to 26 inches from the finished grave to the top of the arc. Where 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 nominal height of 24 to 26 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. Where a considerable number of adjacent stones are set or reset in a section, and ground conditions are known to require an allowance for vertical settlement, an extra inch may be permissible in the above ground projection when the stone is initially set. Placement of flat markers on individual gravesites will be installed with the top edge flush with the head of the gravesite. Install markers at grade level with the face of the marker parallel to the ground. If ground conditions are known to require an allowance for settlement, markers may be installed with a gravel base and will be level with ground. The height must permit passage of lawn mowing equipment without damage to the markers. At the commencement of the contract, all headstones on station will be set and all existing stones will be reset and aligned within the second year after the contract is assigned. One section of headstones will be raised and realigned per month. The COR will inspect to insure completion and correctness of the section. This procedure will continue throughout the entire contract.
- (v) Trees or shrubs obstructing headstones shall be noted and the COR shall determine remedial action, and any modification needed for installation of a headstone.
- (vi) Headstones shall be lifted and transported or set by at least two (2) people unless special one-person devices are approved. Realignment, when consisting merely of straightening the headstone, called Bump and Run, may be accomplished by one person.
- (vii) Older headstones shall be realigned laterally, transversely and diagonally in the same manner as new markers.
- (viii) Damaged headstones and replacement headstones ordered would be, upon receipt of the new headstones, destroyed by the Contractor by means of breaking the headstone with a maul or sledge hammer. Resultant debris will be removed from the cemetery grounds.
- (ix) Headstone(s) shall be set within two (2) days after delivery to the Winchester National Cemetery.
- (x) National Cemetery government personnel are responsible for the unloading of headstones from the delivery truck.

**A.4.6 RAISE, REALIGN, RESET & CLEAN EXISTING UPRIGHT HEADSTONES****HEADSTONES AND/OR MARKERS SHALL NOT BE PHYSICALLY REMOVED FROM THE GRAVESITE DURING THE RAISE AND REALIGNMENT**

- (a) SCOPE: Work consists of raising, lowering, realigning, resetting, and cleaning existing upright headstones. Upright granite headstones are 42" (inches) long X 13" (inches) wide, X 3" (inches) thick and weigh approximately 175 pounds. Older headstones will be realigned laterally, transversely and diagonally in the same manner as new markers. (Note: In areas where smaller than standard size headstones may occur, coordinate specified measurements and dimensions of required work with COR).
- (b) NCA STANDARDS
- (ii) Standard 4.1: Headstones and markers are clean, free of debris and objectionable accumulations.
  - (iii) Standard 4.2: Proper height and alignment of each headstone and marker is maintained.
  - (iv) Standard 4.3: Headstones and markers are not damaged by cemetery operations.
- (c) PROCEDURES
- (ii) All temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the raise and realignment of upright headstone operation shall be carefully, and in an orderly manner moved from, and 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.
  - (iii) 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 will 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;
    - ▶ Shallow and correct depth headstone sockets are to be dug to a bottom depth of 21" below finished grade. Fill material will then be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing prior to the installation of the headstone 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.
    - ▶ Deep headstone sockets are to be dug to a bottom depth of 18" below finished grade. Fill material will then be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing prior to the installation of the headstone so that 24" - 26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material will 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.

- ▶ For 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 COR), 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 COR. In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers will 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.
  - ▶ For 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 COR), 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 will 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.
- (iii) Removal/Handling/Storage of Headstones: If headstones are removed from a Section, they will be verified by the Contractor using grave plot maps. Verify these maps with COR prior to removing any headstones. Markers shall be stacked on a pallet for storage with cardboard separation between each marker. Markers shall not to exceed 20 per pallet. Markers must be handled and stored in a dignified manner. Coordinate with COR to locate appropriate areas for temporary storage.
- (iv) 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.
- (v) 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 COR where this is found to occur. These measurements must be adhered to as closely as possible. Headstones will be precisely / accurately reinstalled on the correct gravesites with the utilization of grave plot maps and existing permanent control markers.
- (vi) 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 COR 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.

- (vii) 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 COR for appearance, spacing, depth, alignment, plumbness, height, accuracy, and smoothness in grade transition. No further setting of headstones shall be done until this first row has been inspected and accepted by the COR. If the first row is rejected by the COR, the Contractor will at no additional cost to the Government reset the rejected stones before proceeding in that section. It is the Contractor's responsibility to notify the COR 24 hours in advance of when each of these inspections will be needed.
- (viii) Heavy strings or lines must run along the backs, sides, and tops of these keystones. The string or line shall be furnished by the Contractor and must be approved by the COR prior to use. 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.
- (ix) 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 COR.

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 will be pulled and reset at no additional cost to the Government.

- (x) Any upright headstones broken or damaged by the Contractor shall be reported to the COR by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone replacement. All headstone replacements must be coordinated with the COR. 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 COR in writing.

#### **A.4.7 BUMP & RUN**

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

**A.4.8 FERTILIZATION & WEED CONTROL APPLICATIONS**

- (a) SCOPE: Contractor shall be responsible for maintaining the turf area of the cemetery and the immediate area surroundings of the cemetery in a healthy condition with proper application of fertilizers and herbicides (to control weeds, diseases and insect pests). Turf in burial areas should be 90 percent weed free. Pest and disease free turf should cover at least 95 percent of the area. The turf is to be aerated annually in September as provided in the Turf Application Schedule. Approximately four (4) acres of turf will be treated.
- (b) NCA STANDARDS
- (i) Standard 1.1: All maintenance activities and a cemetery site plan are included in a current Cemetery Grounds Management Plan
  - (ii) Standard 2.1: Visually prominent areas have a well-established, healthy stand of turf.
  - (iii) Standard 8.1: The conduct of daily grounds maintenance activities does not detract from the overall function of the cemetery.
  - (iv) Standard 8.2: All areas where grounds maintenance activities have been conducted are neat, clean and free of debris and equipment at the end of the workday.
  - (v) Standard 9.1: Necessary personal protective equipment and safety measures will be adhered to at all times during grounds maintenance operations.
- (c) EQUIPMENT & SUPPLIES
- (i) The Contractor is to supply all necessary spreaders, applicators, hoses and other equipment.
  - (ii) Water shall be furnished by the Government at no cost to the Contractor.
  - (iii) The Contractor shall furnish all required herbicides, fertilizers and any other supplies as indicated in the turf application schedule. Soil tests shall be obtained by the COR or his/her representative. Soil samples shall be sent to the local county agricultural extension office for analysis. Copy of results mailed to COR and Contractor. Test results will show any deficiencies and the needed corrections.

(d) PROCEDURE

- (i) The Contractor shall be 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, other cemetery structures or property damaged as a result of actions by contractor personnel.
- (ii) Fertilizer: Fertilizer shall be applied based on the application rates that are listed in the Turf Application Schedule. Fertilizer will be applied in spring and fall of each year, which is the optimum time for fertilization of cool season turf grasses. Fertilizer that is used will be at a NPK rate of 25-5-10 and contain fifty (50) percent nitrogen from slow release sulfur coated urea and be applied in granular form only.
- (iii) Weed Control: Any personnel using pesticides/herbicides shall be properly trained, and the person in charge shall be duly licensed by the State of Virginia to use pesticides. Treatment for weeds will be accomplished in the spring and the fall as specified in the Turf Application Schedule. Turf in high visibility areas shall be maintained at 90 percent weed free. Copies of all Applicator/Technician Pesticide Annual Report Logs will be turned in to the Director or her/his designee within twenty-four hours after the application or the next workday thereafter.
- (iv) Gophers and Moles and any other Pest: Gophers and moles and any other pest shall be controlled by elimination of their food source through the use of pesticides applied by a licensed applicator. The Contractor shall ensure that soil shall be tamped into holes and turf replaced or reseeded to insure acceptable appearance at all times.
- (v) Pesticides and Herbicides: Contractor shall keep a record of all pesticides/herbicides applied and furnish a copy to COR along with all supporting MSDS sheets for any chemicals used within five working days of application. Records will show type, amount, application area, and weather conditions. Signs will be posted informing the public that a chemical has been applied (Date and Time of Application). Turf in high visibility areas shall be at least 95 percent pest and disease free.

(e) TURF APPLICATION SCHEDULE: Fertilizer and herbicides shall be applied to meet NCA Turf standards. Contractor will provide fertilization, pre-emergent crabgrass & broadleaf weed control services in strict accordance with the following:

TURF APPLICATION	ANNUAL APPLICATION DATE	DESCRIPTION
#1	October 10th – 20th	Application #1: Post emergent broadleaf weed control applied in liquid form, to control various broadleaf weeds such as dandelion, plantain and clover. An acceptable broadleaf herbicide such as Trimec, Triplet or Tri-power, applied at the manufacturers recommended label rate will be used for this application.
#2	November 15 <sup>th</sup> – 20 <sup>th</sup>	Application #2: <u>Granular</u> , slow release (minimum 50%) sulfur coated urea fertilizer with a guaranteed NPK analysis of 25-5-10. This will be applied at a rate of 5 lbs. /1000 sq. ft. using a properly calibrated broadcast spreader.

#3	April 15 <sup>th</sup> – 20 <sup>th</sup>	Application #4: Post-emergent broadleaf weed control applied in <u>liquid</u> form, to control various broadleaf weeds such as dandelion, plantain and clover. An acceptable broadleaf herbicide such as Trimec, Triplet or Tri-power will be used for this application.
#4	April 15 <sup>th</sup> – 20 <sup>th</sup>	Application #3: Pre-emergent weed grass control applied granularly to control annual grasses, such as crabgrass and barnyard grass. The product used for this application will be Balan in granular form that will be applied at the manufacturers recommended label rate.
#5	June 1 <sup>st</sup> - 5 <sup>th</sup>	Application #5: <u>Granular</u> , slow release (minimum 50%) sulfur coated urea fertilizer with a guaranteed NPK analysis of 25-5-10. This will be applied at a rate of 5 lbs. /1000 sq. ft. using a properly calibrated broadcast spreader.
#6	June 1 <sup>st</sup> – 5 <sup>th</sup>	Application #6: Pre-emergent weed grass control applied granularly to control annual grasses, such as crabgrass and barnyard grass. The product used for this application will be Balan in granular form that will be applied at the manufacturers recommended label rate.
#7	August 5 <sup>th</sup> – 10 <sup>th</sup>	Application #7: Post emergent broadleaf weed control applied in liquid form to control numerous broadleaf weeds such as dandelion, clover and plantain. This will be combined with a post emergent control for crabgrass and other weed grasses.
#8	September 1 <sup>st</sup> – 5 <sup>th</sup>	Application #7: Core aeration and over seeding of all cemetery turf acreage. Seeding mix will contain 3 different varieties of 100% Turf Type Tall Fescue grass seed (2 <sup>nd</sup> millennium, Falcon IV and Wyatt). Seed will be applied at a rate of 8 lbs. /1000 sq. ft. by broadcast spreader after completion of aeration. In option year one, cemetery turf will be dethatched before aeration and over-seeding.
#9	September 20 <sup>th</sup> – 25 <sup>th</sup>	Application #8 will consist of a granular, slow release (minimum 50%) sulfur coated urea fertilizer with a guaranteed NPK analysis of 25-5-10. This will be applied at a rate of 4 lbs. /1000 sq. ft. using a properly calibrated broadcast spreader.

**Note:** Any deviation from Turf Application Schedule must be approved by Government COR.

**A.4.9 AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES**

(a) SCOPE

- (i) Work consists of seed bed preparation and seeding of areas of the cemetery where the turf has been disturbed or has died. In particular, all newly dug or refilled graves will need re-seeding. Approximately 500 graves will require re-seeding annually.
- (ii) The Contractor shall be responsible for the removal and disposition of dead ground and shall refill the site with quality topsoil and perform the seeding to include the bare areas to insure a quality turf. Delivery tickets for grass seed indicating date, weight, analysis, purity, and vendor’s name, etc. are to be submitted to the COR. Guidance from expert sources (e.g. local county agricultural extension agent or, agronomist in Memorial Service Network 1 Offices or landscape architects in NCACO) is adhered to regarding turf selection.

(iii) Work also consists of performing annual turf maintenance activities to include aeration, over seeding and dethatching.

(b) NCA STANDARD

(i) Standard 2.2: Turf used shall be compatible with the geographic region and adheres to the Cemetery Master Plan.

(c) TYPE OF SEED

	Purity	Germination
<b>*Turf Type: Tall Fescue / Three Varieties (2<sup>nd</sup> Millennium, Falcon IV &amp; Wyatt)</b>	95%	90%

\*Turf Type: Tall Fescue is the primary grass to be developed. Only cultivars of grass seed that has been adapted in the State of Virginia and certified by the State Agronomy Testing Laboratory will be accepted. The three varieties of tall fescue seed listed above should be used as the primary grass seed mixture if possible, as these varieties are considered to be more drought tolerant. Any substitution of seed type, weight or application must be specifically approved by the COR in writing. Grass seed is to be free of all noxious weeds.

(d) GUARANTEE

- (i) The Contractor shall be responsible for mowing and watering all newly seeded areas and maintaining them in a healthy and vigorous condition.
- (ii) The Contractor shall, at his own expense, replace any seed which has died or been damaged during the establishment period.
- (iii) Healthy turf shall be re-established within 30 days on all grave re-openers during the growing season.
- (iv) Any area to be hand seeded or hydro-seeded shall have a minimum of two (2) inches of topsoil placed on it, but still maintaining a ground surface that is level to the adjacent grade. In order to keep a level grade it is sometimes necessary to remove soil before placing topsoil on the area.
- (v) Surface shall conform to a finished rectangular shape with a level grade, free of water retaining depressions, soil friable, free of clumps and of uniform firm texture. When a hydro-seed mixture is not used, the top soiled area must be free of sticks, stones, or other foreign material over one (1) inch in any dimension.
- (vi) The soil needs to be compressed and firmed into the finished look once the seed is in place; the easiest and suggested method is to use a roller designed to evenly distribute the weight over the soil and press it into place.
- (vii) Turf shall be established within thirty (30) days from the date of interment or date of repair on all graves during the growing season, or when applicable, from the start of the growing season. The Contractor shall be responsible for mowing and watering all seeded areas and maintaining them in a healthy and vigorous condition.

(viii) The entire cemetery turf acreage will be aerated annually beginning in early September with the use of a core aerator. Soil cores will be removed to a depth of (4) four inches with a between core spacing of (6) inches. Soil cores may be left lying on the turfgrass surface. Where soil compaction is severe (in heavy traffic areas) a second pass with the aerator across the area at a right angle to the first pass should occur. If soil conditions in early September do not favor aeration and over seeding due to lack of rainfall, then the contractor in conjunction with the COR will determine a more favorable time to perform this service, specifically after rainfall has occurred.

**A.4.10 MOWING, TRIMMING & EDGING**

(a) SCOPE: The Contractor shall be responsible for mowing, edging, and trimming all grass within the cemetery. The site encompasses approximately four (4) acres of lawn area.

(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) EQUIPMENT

- (i) Riding mowers may be used provided that they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces.
- (ii) Commercial grade power trimmers and power edger will be used to trim grass from around headstones, monuments, markers, etc. (See Trimming below).
- (iii) Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut not torn or damaged. Cutting heights of all mowing equipment shall be set according to heights specified below. The height of grass is what is measured to get correct cutting height.

(d) PROCEDURE

Turf shall be cut to maintain heights as set forth below. At no time will more than one and a half inches (1.5) of new growth be removed at any single mowing:

Cutting Height - Inches	Turf Grass Species
3.0 – 3.5	Turf Type Tall Fescue

(i) Mowing: The Contractor shall mow all turf areas beginning on April 1st or the first workday thereafter. Mowing shall be accomplished on a weekly cycle. The month of May could require the turf to be mowed twice weekly. Due to the placement of certain headstones at the end of some particular rows, a riding mower may not be able to make a turn into the next row, but may have to back out of that row. In this instance to avoid a continued wear pattern in the turf, the Contractor may need to utilize a walk behind mower which could add to the overall time to mow the cemetery. If grass clippings are evident, the Contractor shall be obligated to remove and dispose of the clippings at no extra cost to the Government. The mowing shall conclude on November 30th. Should extreme

weather conditions (extreme dry period / drought, or excessive rainfall) result in excessive or minimal turf growth, the Government reserves the right to increase or decrease the quantity of mowing and trimmings required by this extreme weather conditions (extreme dry period / drought, or excessive rainfall) result in excessive or minimal turf growth, the Government reserves the right to increase or decrease the quantity of mowing and trimmings required by this contract.

- (ii) Trimming: Beginning on April 1st or the first workday thereafter on all unmowed grass the base of headstones, trees, monuments, markers, buildings walls, fences, signs and other vertical surfaces shall be trimmed weekly. The month of May could require the turf to be trimmed twice weekly. The trimming shall conclude on November 15th. **Trimming will be performed in conjunction with mowing, with both actions being completed in a section before Contractor advances to another section to continue mowing operations. This is to insure that the cemetery has an evenly mowed / trimmed appearance in completed sections at the end of each workday.**
- (iii) Edging: From April thru November, all streets, curbs, walkways, tree wells, shrub and flower beds shall be edged at a minimum of once monthly; and within one (1) week prior to the Memorial Day weekend, and on November 11th one (1) day prior to Veterans Day when pre-scheduled ceremonies are always held at the National Cemetery. 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.
- (iv) Any clippings deposited on roadways or other non-turf grass areas will 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 will be removed at same time mowing work is occurring.
- (v) 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 will 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, etc while performing mowing services.
- (vi) The Contractor will 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 COR.
- (vii) Only approved grass seed will be used at newly buried gravesites, second interment gravesites, and repaired gravesite locations. Grass must be hand mowed until it is fully established to the point where it won't be damaged by riding mowers. All mowing around trees to be accomplished in a manner that prevents a "ringing pattern" around the tree and associated damage to turf. In all areas, vary mower wheel width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.
- (viii) 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 Tall Fescue grass should be between 3.0" and 3.5". Grass is trimmed on borders.
- (ix) Edging: Edge all curbs, walkways, roadways permanent building / structure lines, tree wells and shrub beds within the cemetery area. COR will conduct random inspections of edging weekly.

- (x) All unmowed grass around headstones, monuments, markers, and other vertical surfaces shall be trimmed to keep the grass at the height standard described in section 4.A and 4.B of the lawn maintenance section of this contract without scalping between stones or around stones.
- (xi) The walkways (inside and out), flagpole bases, interment area, and roads will be cleaned up of grass clippings and leaves after mowing, weed eating, edging, and trimming.

#### **A.4.11 TREE, SHRUB, & PLANTING BED MAINTENANCE**

- (a) SCOPE: 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.
- (b) NCA STANDARDS
  - (i) Standard 1.1: All maintenance activities and a cemetery site plan are included in a current Cemetery Grounds Management Plan.
  - (ii) Standard 3.1: Ornamental trees and shrubs (including donated trees) are compatible with the geographic region and adhere to the Cemetery Master Plan, where available.
  - (iii) Standard 3.3: Ornamental trees and shrubs are healthy, vigorous, and free of pests and disease and are maintained in accordance with the Cemetery Grounds Management Plan.
  - (iv) Standard 3.4: Ornamental trees and shrubs are maintained so that they enhance and do not detract from the appearance of public areas.
  - (v) Standard 3.5: Ornamental trees and shrubs are pruned in a manner that ensures they do not pose a hazard to staff and visitors.
  - (vi) Standard 6.1: Cemetery planting beds are well maintained and attractive.
  - (vii) Standard 6.2: The plants that are used for planting beds are compatible with the geographic region and adhere to the established Cemetery Master Plan, where available.
  - (viii) Standard 8.1: The conduct of daily grounds maintenance activities does not detract from the overall function of the cemetery.
  - (ix) Standard 8.2: All areas where grounds maintenance activities have been conducted are neat, clean and free of debris and equipment at the end of the workday.
  - (x) Standard 9.1: Necessary personal protective equipment and safety measures will be adhered to at all times during grounds maintenance operations.
- (c) GENERAL REQUIREMENTS
  - (i) Trees shall be kept free of sucker growth, waterspouts, broken/dead limbs, and low hanging limbs/branches. All shrubs and hedges will be trimmed and shaped bi-annually during the months of May and November.

- (ii) Within 48 hours of the contractor's observation or knowledge of a dead, diseased or insect infested tree or shrub shall be reported to the Director or her/his designee.
  - (iii) All pruning tools will be kept sharp and properly functioning.
  - (iv) All planting beds will have a fresh (3) inch coating of shredded hardwood mulch uniformly applied to them in May.
  - (v) Mulch bases will be established and maintained around trees. The base of all trees will have all turf and vegetation removed from the trunk outwards to a distance of (3) three feet around the entire circumference of the tree. The Contractor will be required to remove all grass and vegetation that is cleared from the base of the tree. A clean edge will then be established between the soil line and the turf to establish the mulch base. A (3) three inch layer of shredded hardwood mulch will then be uniformly applied around the mulch base. This will only need to be completed for trees that are standing in turf areas, not ones already located in planting beds. This will be completed in May when mulching the cemetery planting beds.
  - (vi) Snapshot TG granular pre-emergent herbicide will be applied to all planting beds and tree mulch bases in April and again in September for control of broadleaf weeds and grasses.
- (d) PROCEDURE
- (i) All pruning cuts will be made according to ANSI A300 Standards.
  - (ii) Hedges and shrubs will 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. Hedges and shrubs shall be kept free of dead branches, leaves, and all weed growth. Weeds and their root system will be removed.
  - (iii) Flowerbeds and planters 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 Director or her/his designee. Replacement plants, if needed, shall be furnished by the Director or her/his designee and planted by the Contractor.
  - (iv) The flowerbeds and planters shall be watered during the growing season to the degree needed to maintain an attractive appearance should natural rainfall fail to provide adequate moisture needed.
  - (v) All flowerbeds and planters shall be maintained free of weeds by the use of a (3) three inch layer of shredded hardwood mulch approved by the Director or her/his designee. Hand weeding and cultivation or appropriate chemical controls may also be used.
  - (vi) 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.
  - (vii) 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.
  - (viii) When pruning trees the Contractor must avoid topping or pollarding and should retain the trees natural shape as much as possible. The Contractor should also avoid removing more than one fourth of the total area in one single operation.

- (ix) 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 will prevent normal sap flow. Trim the tree high enough to allow sunlight to penetrate the trunk sometime during the day.

#### A.4.12 TRASH & DEBRIS REMOVAL

- (a) SCOPE: Work consists of collecting and removing all trash from cemetery trash cans and picking up debris, dead or unsightly flowers, tree limbs, as well as any other debris within the cemetery and the immediate area outside the cemetery along 401 National Avenue. A monthly floral pick-up will take place from the pre-scheduled dates annotated on the Floral Regulations Handout.

- (b) NCA STANDARDS

Standard (2.3): All turf is free of debris, i.e., leaves, fallen branches and trash.

Standard (7.2): Trash is collected, disposed of and does not detract from cemetery appearance.

- (c) REQUIREMENTS

- (i) All trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs will be removed from the cemetery areas a minimum of once every other day or as necessary.
- (ii) All grave decorations will be removed once a week or as needed.
- (iii) The Contractor will provide the necessary labor and suitable conveyance each workday for pickup of this debris from cemetery grounds. A dumpster Placement area is not available at this cemetery.
- (iv) Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- (v) All walkways, roads, and parking areas will be swept prior to interment services or on a weekly basis.
- (vi) 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. Cemetery area includes all of the cemetery property to include surrounding areas of inside and outside the wall to the road.
- (vii) Leaf and tree debris collection and removal: Will be accomplished from January 1<sup>st</sup> through December 31<sup>st</sup> annually. 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. The Contractor shall on a continuous / as-necessary basis remove all fallen leaves and tree debris. They will 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 along National Avenue. Also, any accumulation of mulched leaves shall be removed from the cemetery.

- (viii) The Contractor will inspect all areas of the cemetery during this period and ensure that there is no accumulation of debris in any area.

#### A.4.13 SNOW & ICE REMOVAL

- (a) SCOPE: 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 Contracting Officer Technical Representative (COR). In the event of an interment during the snow season, the Contractor will be responsible for clearing passages from the roadway to the gravesite.
- (b) REQUIREMENT
- (i) Snow removal will be accomplished by using a plow attached to a tractor or a self-propelled unit, snow blower or shovel. The tractor or self-propelled unit will be restricted to paved areas.
  - (ii) Ice removal will be accomplished by applying a deicer. This chemical must be of the type that will 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 shall be responsible for repairing any damage caused by equipment in the performance of snow and ice removal.

#### A.4.14 RAISING AND LOWERING OF THE UNITED STATES OF AMERICA FLAG

- (a) SCOPE: Work shall consist 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 will be placed at full-staff from 8:00<sup>am</sup> to 5:00<sup>pm</sup>, seven (7) days a week. The United States of America Flag will 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 will be flown at half-staff until 12:00<sup>pm</sup> (Noon). At this time the United States of America Flag shall be raised to full-staff until 7:00<sup>pm</sup>, if it is not illuminated.
  - (iii) The United States of America Flag will not be flown at half-staff except for occasions prescribed above or when directed by the Director or her/his designee.
  - (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 of approximately one (1) week in duration.

**A.4.15 MEMORIAL DAY (PLACEMENT & REMOVAL OF DECORATIVE FLAGS)**

- (a) SCOPE: VA will provide approximately **5,570** small decorative American Flags for placement by the Contractor on each gravesite. Placement of flags will be accomplished no sooner than three (3) days prior to Memorial Day.
- (b) REQUIREMENT
  - (i) It is the sole responsibility of the Contractor to ensure the placement of these flags. Volunteer organizations such as the Boy Scouts, may, however, assist the Contractor in this process.
  - (ii) Flags will be removed the first workday following Memorial Day, weather permitting. When removing, flags will be counted, collected in bundles of ten (10) and placed back into storage in containers provided by the cemetery. Dirty or faded flags will be appropriately disposed of within five (5) calendar days.
  - (iii) A count of the bad flags will be provided to the COR within ten (10) calendar days. Contractor will be responsible for picking up flags to replace bad flags and transporting them to the cemetery grounds.
  - (iv) Contractor is responsible for overseeing the placement of flags by volunteers even if this occurs after normal working hours. All flags will be given ample opportunity to dry and removed immediately the day following Memorial Day for storage.

**A.5 SPECIAL CONTRACT REQUIREMENTS**

- A.5.1** Representatives of the Contracting Officer: The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervises the work to be performed under the contract.

Such designation will be in writing and will define the scope and limitations of designee's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.

- (a) The VA Contracting Officer will delegate one (or more) representatives to serve as the Contracting Officer's Representative (COR). The COR 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 COR 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.
- (b) All administrative functions remain with 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.

### A.5.2 Site Manager

- (a) The Contractor shall provide a "Site Manager" who will 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.
- (b) The Site Manager will 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 COR may then do so.
- (c) The Site Manager must be able to speak fluent English.
- (d) Communication & Coordination of Work with COR: Communication with the COR (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 will 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.**
- (e) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as Contracting Officer's Technical Representatives.

### A.6 INSPECTION & MONITORING PROCEDURES

- (a) A record keeping system of Contractor work performance shall be established and implemented by the VA COR for the services involved. The COR will inspect all work performed and submitted by the Contractor for acceptance. The Government reserves the right to reject all work that does not meet contract specifications. Work rejected by the COR will 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 COR of all work completed at each cemetery location (see **Attachments "A" - Work Summary & Progress Report**). If there are problems or issues adversely affecting progress of the contract, a detailed explanation shall be indicated on the report. For the purpose of verifying snow & ice removal services, the COR shall verify snowfall accumulation thru the local weather bureau for the Winchester geographic area.
- (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 COR 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:

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

## **A.7 GENERAL PARAMETERS & 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, will 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 shall be aware of performance requirements necessary to meet contract specifications and deadlines. If the Contractor's work force is unionized, the Contractor will ensure the labor agreement has a "no-strike" provision to ensure Government contract requirements are met.
- (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) More than one Contractor may have access to storage areas designated by the COR. The government is not responsible for any costs associate with repairing or replacing Contractor(s) property while on cemetery property.
- (e) The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf areas except as provided in this contract to raise, realign and set headstones and markers or as authorized by the COR. The Contractor will be responsible for repairing turf damage caused by the Contractor regardless of weather conditions, and at no additional cost to the government.
- (f) 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.
- (g) At the end of each day, the Contractor shall remove all debris from the cemetery site.
- (h) 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.

## **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 will have no holes or loose soles. Steel-toed shoes will be required in accordance with OSHA. Contractor employees will maintain personal hygiene.
- (b) Shall not engage in loud or boisterous behavior or use profane or abusive language. Will 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 will be placed or leaned on headstones or monuments.
- (e) SMOKING is not permitted in any buildings within the Winchester National Cemetery. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area.
- (f) Dignity Clause:  
Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals. Contractors cannot walk, stand, lean, sit or jump on headstones or markers, nor can they drive over them.

#### A.8.1 USE OF CEMETERY FACILITIES

- (a) 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.
- (b) The Government will provide limited storage, shop area and utilities. Space offered will be in "as-is" condition. Prior to making any modifications or alterations to the space, Contractor shall obtain written approval from the COR. Any such modifications or alterations shall be at the expense of the Contractor. Upon completion of the contract, the facility shall be returned to the government in the same condition as received at the expense of the Contractor, except for reasonable wear and tear.
- (c) The Government shall not provide the Contractor with any fuel storage, equipment or telephones. If available, electric and gas utilities at the designated work and storage areas will be provided for purposes of contract performance only. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.
- (d) 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.

- (e) Only the Contractor's equipment, supplies and property necessary to perform work under this contract shall be stored at the Contractor's designated storage area. No maintenance or repair of Contractor equipment shall be done on cemetery property without the COR's approval.
- (f) Contractor employees may park privately owned vehicles in area(s) designated for parking by the COR.
- (g) Contractor employees may use restroom facilities located in the cemetery OWCP Building.

#### **A.8.2 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.

#### **A.8.3 INSURANCE**

- (a) 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 Virginia.
- (b) 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 will notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This will be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

**ATTACHMENT – A of SOW**

Page 1 of 3

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

**Work Completed & Submitted for Acceptance**  
*(This form is not to be used as an Invoice)*

**INTERMENT SERVICES**

<b>01</b>	Casketed Remains (Reopen Grave)	Total # Interments Performed:	▶ _____ / Ea
		Cemetery Section(s):	
<b>02</b>	Cremated Remains	Total # Interments Performed:	▶ _____ / Ea
		Cemetery Section(s):	
<b>03</b>	Set-up for Funeral Services	Total # Set-ups Performed:	▶ _____ / Ea
		Cemetery Section(s):	

**HEADSTONE CLEANING, SETTING & MAINTENANCE**

<b>04</b>	Clean Headstones (Before Memorial Day)	Total # Headstones Cleaned:	▶ _____ / Ea
		Cemetery Section(s):	
<b>05</b>	Set Initial & Replacement Headstones	# Headstones Set / Replaced:	▶ _____ / Ea
		Cemetery Section(s):	
<b>06</b>	Raise & Realign Headstones	# Headstones Raised & Realigned:	▶ _____ / Ea
		Cemetery Section(s):	
<b>07</b>	Refill Sunken Graves	# Refilled Sunken Graves:	▶ _____ / Ea
		Cemetery Section(s):	

**FERTILIZATION & WEED CONTROL APPLICATIONS**

08	Turf Fertilization	Quantity / Unit:	▶ _____ / Job
		Date Completed:	
09	Broadleaf Weed Control (Turf)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	
10	Pre Emergent Crabgrass Control (Turf)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	

**AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES**

11	Aerate Cemetery (September)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	
12	Over-seed Entire Cemetery (September)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	
13	Seeding Newly Dug or Refilled Graves	Quantity / Unit:	▶ _____ / Job
		Date Completed:	

**MOWING, TRIMMING & EDGING**

14	Mow all turf. Remove all debris and grass clippings.	Quantity / Unit:	▶ _____ / Job
		Date Completed:	
15	Trimming (in conjunction with every mowing)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	
16	Edging (every other week – curbs & walkways)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	

**TRASH, DEBRIS & LEAF REMOVAL**

17	General Grounds Cleanup (collection & removal of debris / trash and cleaning of sidewalks, driveways & parking areas)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	

**TREE, SHRUB & PLANTING BED MAINTENANCE**

18	Prune Trees, Shrubs & Hedges	Quantity / Unit:	▶ _____ / Job
		Date Completed:	
19	Pre Emergent Weed Control (Planting Beds)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	
20	Mulch Application (Planting Beds & Tree Bases)	Quantity / Unit:	▶ _____ / Job
		Date Completed:	

**SNOW & ICE REMOVAL**

21	Snow & Ice removal to include sidewalks, parking areas, driveways and lodge areas.	Quantity / Unit:	▶ _____ / Job
		Date Completed:	



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

**(a) Contract Discrepancy Report (CDR)**

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

See Attachment B below of SOW.

**Attachment B**

**CONTRACT DISCREPANCY REPORT**

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

(End of Statement of Work)

## SECTION C - CONTRACT CLAUSES

### C.1 SBA ACT 8(d)(13)(B)

#### (B) NOTICE.—

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

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

### C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government will not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

#### **C.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*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 the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 561730 assigned to contract number .

*[Contractor to sign and date and insert authorized signer's name and title].*

(End of Clause)

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

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

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

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

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

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm> (End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-4	INSPECTION OF SERVICES -- FIXED-PRICE	AUG 1996
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-73	BRAND NAME OR EQUAL	JAN 2008
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.273-75	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	(INTERIM-OCTOBER 2008)

**C.6 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through September 30, 2021.

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

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

(End of Clause)

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

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

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

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

(2) Any order for a combination of items in excess of \$100,000 or

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

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

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

(End of Clause)

**C.8 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2021.

(End of Clause)

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

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

(End of Clause)

#### **C.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed September 30, 2021 and additional six month, if extension of performance was granted.

(End of Clause)

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

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

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

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

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

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

(End of Clause)

## **C.12 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

## **C.13 52.228-16 PERFORMANCE AND PAYMENT BONDS-- OTHER THAN CONSTRUCTION (NOV 2006)**

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

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

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

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

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

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

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

(End of Clause)

#### **C.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2017, 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.15 852.203-71 DISPLAY OF VA HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

## C.16 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.17 VAAR 852.232-72 ELECTRONIC INVOICE SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

## C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2015)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
  - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
[Contracting Officer check as appropriate.]
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.

- (iv) Alternate III (Oct 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (Feb 2016) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001

note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

X (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

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

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class Monetary Wage-Fringe Benefit

Grounds Maintenance Worker WG-3, step 1

Ground Maintenance Worker WG-5 , step 1

Ground Maintenance Supervisor / Forman WS-7, step 1 \$14.30

\$16.62

\$25.62

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

X (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

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

- (xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of Clause)
- Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".
- Alternate II (Apr 2015). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:
- (d)
- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (J) \_\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (M) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E. O. 13658).
- (O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (P) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**(End of Clause)**

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

### 4.1 - ATTACHMENT A

Service Act Wage Determination

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

Service Contract Act  
Wage Determination No.: 2015-2249  
Revision No.: 2  
Date Of Revision: 12/29/2015

### 4.2 – ATTACHMENT B

Past Performance Questionnaire (2 pages)

**4.1 ATTACHMENT A –SERVICE WAGE DETERMINATION**

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

WD 15-2249 (Rev.-2) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/05/2016

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director		Division of Wage Determinations		Wage Determination No.: 2015-2249 Revision No.: 2 Date Of Revision: 12/29/2015
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Maryland, Pennsylvania, Virginia

Area: Maryland Counties of Allegany, Garrett, Washington  
 Pennsylvania County of Franklin  
 Virginia Counties of Culpeper, Frederick, Greene, Madison, Page, Rappahannock, Rockingham, Shenandoah

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.23
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		12.18
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32

01263 - Personnel Assistant (Employment) III	22.65
01270 - Production Control Clerk	22.03
01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.13
01410 - Supply Technician	28.55
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.07
05010 - Automotive Electrician	20.32
05040 - Automotive Glass Installer	19.34
05070 - Automotive Worker	19.34
05110 - Mobile Equipment Servicer	18.88
05130 - Motor Equipment Metal Mechanic	21.01
05160 - Motor Equipment Metal Worker	19.34
05190 - Motor Vehicle Mechanic	21.01
05220 - Motor Vehicle Mechanic Helper	18.12
05250 - Motor Vehicle Upholstery Worker	19.61
05280 - Motor Vehicle Wrecker	19.31
05310 - Painter, Automotive	20.32
05340 - Radiator Repair Specialist	19.31
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	21.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.16
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	15.60
07260 - Waiter/Waitress	9.44
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.25
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	18.25
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.06
09130 - Upholsterer	18.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.76
11270 - Tractor Operator	15.51
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	16.73
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	19.15
12015 - Certified Physical Therapist Assistant	20.21
12020 - Dental Assistant	15.57

12025 - Dental Hygienist	34.29
12030 - EKG Technician	26.77
12035 - Electroneurodiagnostic Technologist	26.77
12040 - Emergency Medical Technician	16.73
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	17.36
12160 - Medical Record Clerk	16.29
12190 - Medical Record Technician	18.40
12195 - Medical Transcriptionist	16.73
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	16.90
12236 - Optical Technician	14.96
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.08
13012 - Exhibits Specialist II	23.63
13013 - Exhibits Specialist III	28.91
13041 - Illustrator I	20.12
13042 - Illustrator II	24.91
13043 - Illustrator III	30.48
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	15.68
13072 - Photographer II	18.64
13073 - Photographer III	23.08
13074 - Photographer IV	28.24
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	33.41
15060 - Educational Technologist	29.91
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	25.95
15090 - Technical Instructor	21.02
15095 - Technical Instructor/Course Developer	25.71
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.83
16030 - Counter Attendant	9.83
16040 - Dry Cleaner	12.54
16070 - Finisher, Flatwork, Machine	9.83
16090 - Presser, Hand	9.83
16110 - Presser, Machine, Drycleaning	9.83
16130 - Presser, Machine, Shirts	9.83
16160 - Presser, Machine, Wearing Apparel, Laundry	9.83
16190 - Sewing Machine Operator	13.44
16220 - Tailor	14.30
16250 - Washer, Machine	10.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.49
19040 - Tool And Die Maker	23.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	14.95
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.72
23021 - Aircraft Mechanic I	24.89
23022 - Aircraft Mechanic II	25.72
23023 - Aircraft Mechanic III	26.51
23040 - Aircraft Mechanic Helper	18.03
23050 - Aircraft, Painter	21.98
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.54
23120 - Bicycle Repairer	12.53
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	21.03
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	21.82
23182 - Electronics Technician Maintenance II	22.57
23183 - Electronics Technician Maintenance III	24.50
23260 - Fabric Worker	20.30
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.35
23311 - Fuel Distribution System Mechanic	22.33
23312 - Fuel Distribution System Operator	18.63
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.89
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01

23391 - Gunsmith I	19.56
23392 - Gunsmith II	21.03
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.25
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.96
23430 - Heavy Equipment Mechanic	22.13
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.69
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.43
23550 - Machinist, Maintenance	22.36
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.69
23592 - Metrology Technician II	23.24
23593 - Metrology Technician III	23.97
23640 - Millwright	25.33
23710 - Office Appliance Repairer	21.24
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	23.29
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	21.03
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	21.03
23931 - Telecommunications Mechanic I	28.17
23932 - Telecommunications Mechanic II	29.10
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	19.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.19
24580 - Child Care Center Clerk	14.50
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	16.90
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.35
25040 - Sewage Plant Operator	19.09
25070 - Stationary Engineer	20.60
25190 - Ventilation Equipment Tender	16.83
25210 - Water Treatment Plant Operator	19.09
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.60
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	15.60
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	15.60
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.51
28042 - Carnival Equipment Repairer	12.00
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01

28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	17.15
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.98
29020 - Hatch Tender	21.98
29030 - Line Handler	21.98
29041 - Stevedore I	20.33
29042 - Stevedore II	22.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	19.53
30022 - Archeological Technician II	22.00
30023 - Archeological Technician III	27.27
30030 - Cartographic Technician	27.27
30040 - Civil Engineering Technician	24.79
30061 - Drafter/CAD Operator I	19.53
30062 - Drafter/CAD Operator II	22.00
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	29.89
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	26.85
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	27.12
30361 - Paralegal/Legal Assistant I	19.53
30362 - Paralegal/Legal Assistant II	25.78
30363 - Paralegal/Legal Assistant III	31.54
30364 - Paralegal/Legal Assistant IV	38.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.22
31030 - Bus Driver	20.85
31043 - Driver Courier	14.33
31260 - Parking and Lot Attendant	9.81
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	11.99
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.00
99050 - Desk Clerk	11.16
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.24

99252 - Laboratory Animal Caretaker II	11.83
99310 - Mortician	26.70
99410 - Pest Controller	16.65
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	14.11
99711 - Recycling Specialist	14.31
99730 - Refuse Collector	12.65
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	17.64
99831 - Surveying Aide	11.01
99832 - Surveying Technician	15.08
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.79
99842 - Vending Machine Repairer Helper	14.38

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading 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.

## \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 ensure 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.

**4.2 - ATTACHMENT B – PAST PERFORMANCE QUESTIONNAIRE**

Past Performance Questionnaire, Solicitation: VA786-16-R-0296

<p><b>INSTRUCTIONS:</b> -Offeror to complete boxes 1 through 7 before sending to past customer.                  -Boxes 8 through 10 to be completed by past customer of Offeror and returned to: <a href="mailto:iris.chen1@va.gov">iris.chen1@va.gov</a> no later than the date provided by the solicitation. NOTE: It is incumbent upon the offeror to have the customer send the completed questionnaire to email address above by the submission deadline.</p>		
1. Contractor Name and Address:	2. Contract No.	3. Contract Type:
	4. Contract Value (Current plus any unexercised Options)	7. Period of Performance
1b. Point of Contact & Contact Information	5. Customer Name:	FROM:
	6. Customer Point of Contact Information (email)	TO:
8. DESCRIPTION OF REQUIREMENT:		
9. RATINGS - Summarize contractor performance and check the box corresponding to the performance rating for each category. See page 2 for rating descriptions.		
(a) QUALITY	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
(b) SCHEDULE	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
(c) COST/PRICE CONTROL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
(d) BUSINESS RELATIONS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
(e) MANAGEMENT OF KEY PERSONNEL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
10. OVERALL RATING:		
NAME AND SIGNATURE OF EVALUATOR		EVALUATION DATE

RATING GUIDELINES

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

**(End of Section)**

## **SECTION E - SOLICITATION PROVISIONS**

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

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

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

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

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

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

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

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

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

(2)

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

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

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

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

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

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

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

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

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

(1)

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

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925

Facsimile (202 619-8978).

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

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

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

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

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

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

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

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

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same

concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

(End of Provision)

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

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

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

## **E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS – REPRESENTATION (DEVIATION 2015-02) (FEB 2015)**

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

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

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

(End of provision)

## **E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

(End of Provision)

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

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

Iris Chen  
Contracting Officer  
Hand-Carried Address:

Department of Veterans Affairs  
National Cemetery Administration

NCA Contracting Service (41D3A), NAD  
5000 Wissahickon Ave  
Philadelphia, PA 19144

Mailing Address:

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

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

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

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

Lance Pridemore, Director Culpeper National Cemetery..... (540) 825-0027

Willie Davis, Foreman Culpeper National Cemetery ..... (540) 825-0027

Yvonne Woods, Program Assistant..... (540) 825-0027

Fax.....(540) 825-6684 (End of Provision)

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

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

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

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

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

(End of Provision)

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	DEC 2012

(End of Addendum to 52.212-1)

### **E.11 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the requirements of the solicitation and proposes products/services within the scope of the Schedule of Supplies/Services and Statement of Work sections of the solicitation, which will be most advantageous to the Government, price and other factors considered.

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

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

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

(End of Provision)

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

##### **Evaluation Process:**

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

- Experience of company and / or subcontractors in performing this type of work? Have you done/performed services for a cemetery or in other federal facility in the past? Have you done grounds maintenance services in the past? Years of experience? Please explain. See statement of work for more information of what is needed.
- Qualification of Technical Personnel (e.g.: training, experience, certifications if needed)

- Managerial Qualifications Key personnel to include information on key personnel with relevant experience, identification of any sub-contractors(s) used in performance of the contract.
- Sufficient Personnel/Equipment, if any (list): to include for example proposed man hours, methodology, list of equipment/vehicles to be used, licenses (if needed), permits (if needed) and insurance information.
- Performance Plan: submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery as described in the SOW. (i.e. required tasks, performance schedule, frequency) The contractor's proposal will be evaluated on how well it meets the performance goals of this solicitation. If using a subcontractor, list the type and percent of work you will perform and that they will perform along with your subcontractor's social economic status (i.e. Service Disable Veteran Owned Small Business/Veteran owned, Woman owned, Small, Large Business).

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

**NOTE: The offeror is responsible** for providing three (3) references of their choosing using a copy of Attachment B in Section D (Past Performance Questionnaire) for their completion and their submission back to the Contracting Officer for review. The completed questionnaires shall be emailed to: [iris.Chen1@va.gov](mailto:iris.Chen1@va.gov) no later than **2 days** after the solicitation's closing date and time. The references chosen by the offeror should be selected based on past projects in the last 5 years of the same or similar size of work. The source selection authority shall determine the relevance of similar past performance information.

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

**Price:**

- Price will be determined by multiplying the estimated quantities times the proposed unit price for each CLIN to arrive at a total price for each CLIN; then, the total prices for each CLIN will be added together for the base year and each of the four one-year option periods; then the total price for the base year and each one-year option period will be added together to arrive at a final overall proposed price. Price analysis will be conducted to determine a fair and reasonable price. Price may be compared against the Independent Government Estimate (IGE) or against the average mean of the offers received to determine too low or too high offers. The Government reserves the right to use any standard or acceptable method to determine price realism.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See table below to summarize how to submit a proposal. **Please upload all documents as one file except the no logo tech proposal, which should be separate.** The Government accepts only PDF or WORD document files at this time.

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

All questions pertaining to this solicitation shall be submitted via email to [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) no later than 08/15/2016 at 1:00 PM EDT. Responses to all questions received by this date will be posted on FedBizOops within two (2) business days following 08/15/2016. No questions will be answered by phone calls and no questions will be accepted after that date.

### **E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (APR 2016)**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

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

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

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[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:

Country of Origin:

[List as necessary]

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

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

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

Line Item No.:

Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:

Listed Countries of Origin:

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting

requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The offeror represents that—

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

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

Is the immediate owner owned or controlled by another entity:

Yes or  No.

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

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code \_\_\_\_\_(or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name).

(End of Provision)

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.