

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 9267-000000		PAGE 1 OF 143			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-17-R-0160			
						6. SOLICITATION ISSUE DATE 02-08-2017			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Eric Washington		b. TELEPHONE NO. (No Collect Calls) 215-504-5610, Ext. 2202		8. OFFER DUE DATE/LOCAL TIME 02-22-2017			
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Road, Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561730 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A			
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO Washington Crossing National Cemetery Finn's Point National Cemetery Fort Mott Road  Salem NJ 08079				16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Road, Suite 309 Stafford VA 22556					
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY							
TELEPHONE NO.		DUNS:		DUNS+4:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT			
						23. UNIT PRICE			
						24. AMOUNT			
		The contractor shall provide all supervision, labor, equipment, materials, and supplies necessary to provide Cemetery Grounds Maintenance & Janitorial Services at the WCNC/Finn's Point National Cemetery. per detail SOW for all deliverables associated with this requirement.  Site Visit: There is one organized site visit scheduled for February 10, 2017, at 11:30 Hours (EST) COR/Director: <b>Georgy Whitney - 215-504-5610, Ext.2202</b>  Proposals Due: February 22, 2017 at 1600 Hour (EST) Questions shall be emailed to <a href="mailto:eric.washington@va.gov">eric.washington@va.gov</a> by 1700 Hour (EST) Thursday February 14, 2017  SUBMIT PROPOSAL VIA VA eCMS VENDOR PORTAL WEBSITE AT <a href="https://www.vendorportal.ecms.va.gov">HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV</a> THIS IS A 100% SET ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOSB). FAR 19 & FAR 52.219 (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION

All contract administration matters will be handled by the following:

#### CONTRACTOR:

#### GOVERNMENT:

Department of Veterans Affairs  
National Cemetery Administration  
Contracting Service (43C1)  
75 Barrett Heights Road, Suite 309  
Stafford, VA 22556

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

[X] 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management

#### 2. INVOICES:

- A. Invoices shall be submitted in arrears for cumulative work performed no more frequently than weekly within thirty (30) calendar days after the contractor has completed the work and the Government has accepted the items / services rendered.
- B. Invoices shall be submitted electronically.
- C. Contractors shall not invoice for single orders of a shipment. Shipments will be invoiced for the complete shipment when completed and accepted by the Government.
- D. Required Contents of Invoice: If any information below is missing from an invoice, the invoice shall be subject to being rejected and returned for revision.
  - Contractor Information (Name, Complete Address, Telephone Number)
  - Date of Invoice
  - Unique Invoice Number

- Each invoice may be submitted only once. If the need exists to submit a corrected invoice, the original invoice number should be noted with "COR" added at the end of the invoice number on the revised invoice. Where possible, CORRECTED INVOICE shall be clearly noted
- Contract / Purchase Order Number (Only one contract / purchase order may be included on each invoice submitted)
- Shipment Number (If there is not enough space on an invoice, an attachment to the invoice shall list the Shipment Number(s))
- Cemetery Name
- Unit Cost
- Total Dollar Amount Invoiced
- Certificate of Conformance
- This certifies that (Contractor's Name) furnished the above listed supplies or services called for by the above listed purchase order number in accordance with all applicable requirements. We further certify that the supplies or services are the quality specified and conform in all respects with the contract requirements.

- 3. GOVERNMENT INVOICE ADDRESS:** All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs  
 Financial Services Center (FSC)  
 P.O. Box 149971  
 Austin, Texas 78714

[www.tungsten-network.com/customer-campaiAIRS/](http://www.tungsten-network.com/customer-campaiAIRS/)

- 4. SOLICITATIONS:** Proposals for furnishing the supplies or services in the Schedule will be received 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.

The pre-award question and answer period **02/07/17 through 02/13/17** concludes on **02/13/2017, 1700 Hours (EST)**. Email questions to [eric.washington@va.gov](mailto:eric.washington@va.gov)

**5. ACKNOWLEDGEMENT OF AMENDMENTS:**

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

AMENDMENT NUMBER	DATE

6. **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.
7. **ORDER PROCESSING SEQUENCE:** The Department of Veterans Affairs, National Cemetery Administration, Contracting Service (43C1), is the only activity authorized to issue orders under this contract.
8. **NOTICE TO PROSPECTIVE CONTRACTOR(S):** Prospective awardees **MUST** be registered with the System for Award Management (SAM )at <http://www.sam.gov>, **PRIOR TO AWARD** and through final payment, and must complete 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.** This is a 100% SDVOSB set-aside. Therefore, prospective awardees **MUST** also be registered within the Vendor Information Pages (VIP) and the Verification Case Management System (VCMS) via [www.vip.vetbiz.gov](http://www.vip.vetbiz.gov) (VetBiz.Gov) **PRIOR TO AWARD.** All potential contractors must provide proof of compliance with **FAR 52.219** Limitation on subcontracting with proposal technical volume.

## SUPPLIES OR SERVICES AND PRICE/COSTS

**PRICE SCHEDULE:** The contractor shall provide all labor, materials, equipment, tools, and supplies to perform interments service assistance, grounds and facility maintenance, and janitorial services at the Washington Crossing National Cemetery (WCNC) / **Finn's National Cemetery**, Fort Mott Road Salem, NJ 08079.

All work shall be performed in accordance the Description/Specifications/Statement of Work, contained in this contract; National Cemetery Administration National Shrine Commitment Operational Standards and Measures (Version 5.1 July 2014 or the most current version); Handbook 3120: Interment Area Layout; Handbook 3130: Interments in VA National Cemeteries; Handbook 3410: Integrated Pest Management Procedures for VA National Cemeteries; the most current Organizational Analysis and Improvement Guide (OAI); and in accordance with the NCA Environmental Management System (EMS). Copies of these documents may be obtained from the cemetery director, Gregory Whitney [Gregory.whitney@va.gov](mailto:Gregory.whitney@va.gov).

The Period of Performance (POP) for this requirement will consist of a Base Period of (8) months February 1, 2017 (or Date of Award), through September 30, 2016 and four (4) one (1) year option periods if exercised.

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

**FINN'S POINT NATIONAL CEMETERY****Base Year: February or Date of Award through September 30, 2017**

CLIN	Description	Est. QTY.	Unit	Unit Cost	Total Cost
	General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:				
001	(a) Mowing & removal of Debris / Grass Clippings (b) Trimming of all Headstones and edging flat Markers, (c) Daily sweeping and/or blowing-off of roads and walkways (d) Leaf Removal – Including Fall Leaf Removal (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	12	MO	\$	\$
<b>INTERMENT SERVICES</b>					
002	Grave Excavation & Backfilling of Cremated Remains.	50	EA	\$	\$
003	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	EA	\$	\$
<b>HEADSTONE MAINTENANCE</b>					
004	Clean Upright Headstones & Flat Markers with D2 Biological Solution or equal (before Memorial Day and Veterans' Day).	1000	EA	\$	\$
005	Set & Align New-Initial and New-Replacement Upright Headstones	2	EA	\$	\$
006	Set & Align New-Initial and New-Replacement Flat Markers	50	EA	\$	\$
007	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	EA	\$	\$
008	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	EA	\$	\$
009	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	300	EA	\$	\$

010	<u>Bump &amp; Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	EA	\$	\$
011	Refill Sunken Graves	5	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	50	Job	\$	\$
	<b>WEED CONTROL</b>				
015	Weed Control – Removal of weeds in planting beds and around monument by hand pulling, string trimmer or spraying with herbicide.	12	MO	\$	\$
	<b>FERTILIZATION &amp; HERBICIDE APPLICATIONS</b>				
016	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	3	JB	\$	\$
017	Post emergent liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds	3	JB	\$	\$
018	Granular pre-emergent crabgrass control for all turf areas	2	JB	\$	\$
	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>				
019	Prune Cemetery Shrubs & Hedges	2	Job	\$	\$
020	Deadwood Prune Cemetery Trees	1	Job	\$	\$
021	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$	\$
	<b>MEMORIAL DAY CEREMONY SET-UP</b>				
022	<u>Memorial Day</u> – Placement and removal of approximately 600 individual grave flags & the raising / lowering of U.S. flag	1	Job	\$	\$



	<b>ON-CALL GENERAL &amp; EMERGENCY SERVICES</b>				
023	<b>General Grounds Keeping Services:</b> Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	50	Hour	\$	\$
024	<b>Emergency Services:</b> Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	40	Hour	\$	\$
<b>BASE YEAR</b>		<b>Total Estimated Cost:</b>			\$

**FINN'S POINT NATIONAL CEMETERY****Option Year I: October 1, 2017 through September 30, 2018**

CLIN	<u>Description</u>	<u>Est. QTY</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	<b>General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:</b>				
101	(a) Mowing & removal of Debris / Grass Clippings  (b) Trimming of all Headstones and edging flat markers,  (c) Daily sweeping and/or blowing-off of roads and walkways  (d) Leaf Removal – Including Fall Leaf Removal  (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and  (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas	12	MO	\$	\$
	<b>INTERMENT SERVICES</b>				
102	Grave Excavation & Backfilling of Cremated Remains.	60	EA	\$	\$
103	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction	55	EA	\$	\$
	<b>HEADSTONE MAINTENANCE</b>				
104	Clean Upright Headstones & Flat Markers with D2 Biological Solution or equal (before Memorial Day)	1000	Ea.	\$	\$
105	Set & Align New-Initial and New-Replacement Upright Headstones	2	EA.	\$	\$
106	Set & Align New-Initial and New-Replacement Flat Markers	50	EA	\$	\$
107	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	EA	\$	\$
108	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	EA	\$	\$
109	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	30	EA	\$	\$
110	<u>Bump &amp; Run</u> : Realign Upright Headstones that have shifted out of alignment	10	EA	\$	\$
111	Refill Sunken Graves	5	EA	\$	\$

	<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>				
112	Aerate Cemetery (September)	1	JB	\$	\$
113	Over-seed Entire Cemetery (September)	1	JB	\$	\$
114	Seeding Newly Dug or Refilled Graves	50	JB	\$	\$
	<b>WEED CONTROL</b>				
115	Weed Control – Removal of weeds in planting beds by hand pulling, string trimmer or spraying with herbicide.	12	MO	\$	\$
	<b>FERTILIZATION &amp; HERBICIDE APPLICATIONS</b>				
116	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	3	JB	\$	\$
117	Pre-emergent liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	3	JB	\$	\$
118	Granular pre-emergent crabgrass control for all turf areas.	2	JB	\$	\$
	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>				
119	Prune Cemetery Shrubs & Hedges	2	JB	\$	\$
120	Deadwood Prune Cemetery Trees	1	JB	\$	\$
121	Mulch Cemetery Planting Beds & Tree Rings	1	JB	\$	\$
	<b>MEMORIAL DAY CEREMONY SET-UP</b>				
122	Memorial Day – Placement and removal of approximately 500 individual grave flags & the raising / lowering of U.S. flag.	1	JB	\$	\$
	<b>ON-CALL GENERAL &amp; EMERGENCY SERVICES</b>				
123	<b>General Grounds Keeping Services:</b> Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	50	Hour	\$	\$
124	<b>Emergency Services:</b> Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	40	Hour	\$	\$
OPTION YEAR I		<b>Total Estimated Cost:</b>			\$

**FINN'S POINT NATIONAL CEMETERY****Option Year II: October 1, 2018 through September 30, 2019**

CLIN	<u>Description</u>	Est. Qty	Unit	Unit Cost	Total Cost
	General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:				
201	(a) Mowing & removal of Debris / Grass Clippings  (b) Trimming of all Headstones and Markers,  (c) Daily sweeping and/or blowing-off of roads and walkways  (d) Leaf Removal – Including Fall Leaf Removal  (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and  (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas	12	MO	\$	\$
<b>INTERMENT SERVICES</b>					
202	Grave Excavation & Backfilling of Cremated Remains	50	EA	\$	\$
203	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	EA	\$	\$
<b>HEADSTONE MAINTENANCE</b>					
204	Clean Upright Headstones & Flat Markers with D2 Biological Solution or equal (before Memorial Day).	1000	EA	\$	\$
205	Set & Align New-Initial and New-Replacement Upright Headstones	2	EA	\$	\$
206	Set & Align New-Initial and New-Replacement Flat Markers	50	EA	\$	\$
207	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	EA	\$	\$
208	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	EA	\$	\$
209	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	30	EA	\$	\$
210	<u>Bump &amp; Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	EA	\$	\$
211	Refill Sunken Graves	5	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	50	Job	\$	\$
	<b>WEED CONTROL</b>				
215	Weed Control – Removal of weeds in planting beds by hand pulling, string trimmer or spraying with herbicide.	12	MO	\$	\$
	<b>FERTILIZATION &amp; HERBICIDE APPLICATIONS</b>				
216	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	3	JB	\$	\$
217	Post-emergent liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	3	JB	\$	\$
218	Granular pre-emergent crabgrass control for all turf areas.	2	JB	\$	\$
	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>				
219	Prune Cemetery Shrubs & Hedges	2	Job	\$	\$
220	Deadwood Prune Cemetery Trees	1	Job	\$	\$
221	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$	\$
	<b>MEMORIAL DAY CEREMONY SET-UP</b>				
222	<u>Memorial Day</u> – Placement and removal of approximately 600 individual grave flags & the rising / lowering of U.S. flag.	1	Job	\$	\$
	<b>ON-CALL GENERAL &amp; EMERGENCY SERVICES</b>				
223	<b>General Grounds Keeping Services:</b> Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	50	Hour	\$	\$
224	<b>Emergency Services:</b> Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	40	Hour	\$	\$
OPTION YEAR II		<b>Total Estimated Cost:</b>			\$

**FINN'S POINT NATIONAL CEMETERY****Option Year III: October 1, 2019 through September 30, 2020**

CLIN	<u>Description</u>	Est. QTY	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:				
301	(a) Mowing & removal of Debris / Grass Clippings  (b) Trimming of all Headstones and Markers,  (c) Daily sweeping and/or blowing-off of roads and walkways  (d) Leaf Removal – Including Fall Leaf Removal  (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and  (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	12	MO	\$	\$
<b>INTERMENT SERVICES</b>					
302	Grave Excavation & Backfilling of Cremated Remains.	50	EA	\$	\$
303	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	EA	\$	\$
<b>HEADSTONE MAINTENANCE</b>					
304	Clean Upright Headstones & Flat Markers with D2 Biological Solution or equal (before Memorial Day).	1000	EA	\$	\$
305	Set & Align New-Initial and New-Replacement Upright Headstones	2	EA	\$	\$
306	Set & Align New-Initial and New-Replacement Flat Markers	50	EA	\$	\$
307	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	EA	\$	\$
308	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	EA	\$	\$
309	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	30	EA	\$	\$
310	<u>Bump &amp; Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	EA	\$	\$
311	Refill Sunken Graves	5	EA	\$	\$

	<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>				
312	Aerate Cemetery (September)	1	JB	\$	\$
313	Over-seed Entire Cemetery (September)	1	JB	\$	\$
314	Seeding Newly Dug or Refilled Graves	50	JB	\$	\$
	<b>WEED CONTROL</b>				
315	Weed Control – Removal of weeds in planting beds by hand pulling, string trimmer or spraying with herbicide.	4	JB	\$	\$
	<b>FERTILIZATION &amp; HERBICIDE APPLICATIONS</b>				
316	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	3	JB	\$	\$
317	Post- emergent liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	3	JB	\$	\$
318	Granular pre-emergent crabgrass control for all turf areas.	2	JB	\$	\$
	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>				
319	Prune Cemetery Shrubs & Hedges	2	Job	\$	\$
320	Deadwood Prune Cemetery Trees	1	Job	\$	\$
321	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$	\$
	<b>MEMORIAL DAY CEREMONY SET-UP</b>				
322	<u>Memorial Day</u> – Placement and removal of approximately 300 individual grave flags & the raising / lowering of U.S. flag.	1	Job	\$	\$
	<b>ON-CALL GENERAL &amp; EMERGENCY SERVICES</b>				
323	<b>General Grounds Keeping Services:</b> Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	50	Hour	\$	\$

324	<b>Emergency Services:</b> Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	40	Hour	\$	\$
OPTION YEAR III		<b>Total Estimated Cost:</b>			\$



**FINN'S POINT NATIONAL CEMETERY****Option Year IV: October 1, 2020 thru September 30, 2021**

CLIN	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	<b>General , on-going and recurring Cemetery Grounds Maintenance (4.6 acres) to include the following:</b>				
401	(a) Mowing & removal of Debris / Grass Clippings  (b) Trimming of all Headstones and edging flat markers  (c) Daily sweeping and/or blowing-off of roads and walkways  (d) Leaf Removal – Including Fall Leaf Removal  (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash and emptying trash receptacles, and	12	MO	\$	\$
<b>INTERMENT SERVICES</b>					
402	Grave Excavation & Backfilling of Cremated Remains.	50	EA	\$	\$
403	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	EA	\$	\$
<b>HEADSTONE MAINTENANCE</b>					
404	Clean Upright Headstones & Flat Markers with Daybreak or equal (before Memorial Day).	1000	EA	\$	\$
405	Set & Align New-Initial and New-Replacement Upright Headstones	2	EA	\$	\$
406	Set & Align New-Initial and New-Replacement Flat Markers	50	EA	\$	\$
407	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	EA	\$	\$
408	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	7	EA	\$	\$
409	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	30	EA	\$	\$
410	<u>Bump &amp; Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	EA	\$	\$
411	Refill Sunken Graves	5	EA	\$	\$
<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>					

412	Aerate Cemetery (September)	1	JB	\$	\$
413	Over-seed Entire Cemetery (September)	1	JB	\$	\$
414	Seeding Newly Dug or Refilled Graves	50	JB	\$	\$
	<b>WEED CONTROL</b>				
415	Weed Control – Removal of weeds in planting beds by hand pulling, string trimmer or spraying with herbicide.	4	JB	\$	\$
	<b>FERTILIZATION &amp; HERBICIDE APPLICATIONS</b>				
416	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	3	JB	\$	\$
417	Post-emergent liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	3	JB	\$	\$
418	Granular pre-emergent crabgrass control for all turf areas.	2	JB	\$	\$
	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>				
419	Prune Cemetery Shrubs & Hedges	2	JB	\$	\$
420	Deadwood Prune Cemetery Trees	1	JB	\$	\$
421	Mulch Cemetery Planting Beds & Tree Rings	1	JB	\$	\$
	<b>MEMORIAL DAY CEREMONY SET-UP</b>				
422	<u>Memorial Day</u> – Placement and removal of approximately 600 individual grave flags & the raising / lowering of U.S. flag.	1	JB	\$	\$
	<b>ON-CALL GENERAL &amp; EMERGENCY SERVICES</b>				
423	<b>General Grounds Keeping Services:</b> Fixed Hourly Rate - Contractor shall provide the necessary level of labor to supplement and support overall operational needs. All services shall be provided on an as needed / as requested basis. (See Section A.4.18)	50	Hour	\$	\$

424	<b>Emergency Services:</b> Fixed Hourly Rate for emergency tree removal / stump grinding, pruning / damaged branch & limb removal, clean-up & debris removal, etc., related to storm damage or other unforeseen circumstances. - All emergency services shall be provided on an as needed / as requested basis. (See Section - A.4.19)	40	Hour	\$	\$
OPTION YEAR IV		<b>Total Estimated Cost:</b>			\$

WCNC/ Finn's Point National Cemetery (Complete Ground Maintenance Services)	
CONTRACT SUMMARY SHEET	
<b>Base Year Period</b>	\$
<b>Option Year One</b>	\$
<b>Option Year Two</b>	\$
<b>Option Year Three</b>	\$
<b>Option Year Four</b>	\$
<b>TOTAL CONTRACT COST</b>	\$

**SUMMARY GRAND TOTAL**

BASE PERIOD + ALL OPTION YEARS:	\$
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**(End of Price Schedule)**

**NOTE:** The quantities given are only estimates of the work to be performed. The Contractor shall be paid only for services approved by the COR and actually rendered or performed. The Contractor shall meet with the COR at least weekly to plan the work to be performed as indicated on the Cemetery Grounds Management Plan. The COR will provide the Contractor with the interment schedule on a daily basis. The Contractor shall not be compensated for work not authorized by the CO or contract.

The place of performance for this requirement is located at:

**WCNC/Finn's Point National Cemetery**

Fort Mott Road  
Salem, NJ 08079

The Contractor shall coordinate with the Contracting Officer's Representative (COR) to ensure the proper performance / delivery of all contract deliverables:

**COR:** Gregory Whitney

**Email:** [Gregory.Whitney@va.gov](mailto:Gregory.Whitney@va.gov)

**Phone:** (215) 504-5610, Ext. 2202

## SECTION C - CONTRACT CLAUSES

### STATEMENT OF WORK

#### BACKGROUND

The Department of Veterans Affairs (VA), National Cemetery Administration (NCA), honors Veterans with a final resting place and lasting memorials that commemorate their service to our nation. There are approximately 134 National Cemeteries in 39 states that receive visitors, hold ceremonies, and conduct committal services on an ongoing basis. Because of the special significance and attention our National Cemeteries receive from the public, strict adherence to the following specifications is essential

### DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

#### A.1 BACKGROUND

Finn's Point National Cemetery is a National Shrine that is listed on the National Register of Historic Places and honors 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. The cemetery is listed on the National Register of Historic

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) Normal Business Hours / Days: Normal cemetery business hours / days of operation are 8:00AM to 4:30PM, Monday through Friday, excluding Federal Holidays.
- (b) Contracting Officer (CO): VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- (c) Contracting Officer's Technical Representative (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 and overseeing technical aspects of the contract.
- (d) Cemetery Director (Administrator / Management Official): The Cemetery Director is the VA Official responsible for day-to-day operation and oversight of a National Cemetery, including burying veterans & eligible family members and maintaining cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight as provided in paragraph (c) above.

- (e) Contractor: The term “Contractor” as used herein refers to the prime Contractor, his/her employees (including designated Site Manager), and any subcontractors and their employees. The Contractor shall be responsible for assuring that its subcontractors comply with all contract terms, conditions and provisions.

### A.3 GENERAL REQUIREMENTS

- (a) Contractor shall furnish all supervision, labor, materials, tools, supplies and equipment necessary to provide complete Cemetery Grounds Maintenance services at the Finn’s Point National Cemetery as specified herein.
- (b) The Contractor shall be responsible for maintaining all turf areas within Finn’s Point National Cemetery which encompasses approximately 4.6 acres of lawn area and all turf areas outside surrounding walls. Unless otherwise provided in this contract, specialized interment equipment shall be furnished by the Government.
- (c) The Director of **Washington Crossing National Cemetery** is responsible for Finn’s Point and shall be available to the Contractor for questions and/or clarifications concerning the work requirements this contract.
- (d) All work shall be performed during normal cemetery hours of operation (8:00am - 4:30pm local time / Monday thru Friday - excluding Federal Holidays). Work performed outside of normal work hours shall be at the discretion and approval of the VA Contracting Officer's Technical Representative (COR).
- (e) Cemetery Location: Finn’s Point National Cemetery is located at the following address:

**Finn’s Point National Cemetery (NC)  
Ft. Mott Road, Salem, NJ 08079**

**(See Attachment Map of Finns Point NC)**

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

## A.4 TECHNICAL SPECIFICATIONS

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

<b>SECTION</b>	<b><u>DESCRIPTION</u></b>
<b>A.4.1</b>	<b>GRAVE EXCAVATION &amp; BACKFILLING OF CREMATED REMAINS</b>
<b>A.4.2</b>	<b>RAISING &amp; LOWERING OF U.S. FLAG</b>
<b>A.4.3</b>	<b>HEADSTONE &amp; MARKER CLEANING</b>
<b>A.4.4</b>	<b>SETTING &amp; ALIGNMENT OF NEW- INITIAL / NEW-REPLACEMENT HEADSTONES&amp; MARKERS</b>
<b>A.4.5</b>	<b>UNUSABLE / DAMAGED HEADSTONES &amp; MARKERS</b>
<b>A.4.6</b>	<b>RAISE, LOWER, REALIGN, RESET, BACKFILL &amp; CLEAN EXISTING UPRIGHT HEADSTONES</b>
<b>A.4.7</b>	<b>RAISE, LOWER, REALIGN, RESET, BACKFILL &amp; CLEAN EXISTING FLAT MARKERS</b>
<b>A.4.8</b>	<b>BUMP &amp; RUN (BUMP HEADSTONES INTO ALIGNMENT)</b>
<b>A.4.9</b>	<b>REFILL SUNKEN GRAVES</b>
<b>A.4.10</b>	<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>
<b>A.4.11</b>	<b>WEED CONTROL</b>
<b>A.4.12</b>	<b>FERTILIZATION &amp; HERBICIDE APPLICATIONS</b>
<b>A.4.13</b>	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>
<b>A.4.14</b>	<b>LAWN MAINTENANCE: MOWING, TRIMMING &amp; EDGING</b>
<b>A.4.15</b>	<b>TRASH, DEBRIS &amp; LEAF REMOVAL</b>
<b>A.4.16</b>	<b>SNOW &amp; ICE REMOVAL</b>
<b>A.4.17</b>	<b>MEMORIAL DAY CEREMONY SET UP / RAISE &amp; LOWER UNITED STATES OF AMERICA FLAG</b>
<b>A.4.18</b>	<b>GENERAL GROUNDS KEEPING SERVICES</b>
<b>A.4.19</b>	<b>ON-CALL / EMERGENCY STORM DAMAGE &amp; STUMP REMOVAL SERVICES</b>

#### **A.4.1 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) 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 3' in length unless otherwise advised by the COR and shall be excavated 12" square and three (3) feet deep at right half 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 left half 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/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) The area where the burial service is to take place shall be clean, free of weeds, and any other dirt or debris.
- (viii) 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.
- (ix) 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.
- (x) 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.
- (xi) 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.
- (xii) 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.

- (xiii) Interment flowers shall be removed when they become unsightly and the gravesite fan raked clean of all debris.

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

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

#### **A.4.3 HEADSTONE & MARKER CLEANING**

##### **(a) SCOPE**

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

##### **(b) GENERAL REQUIREMENTS**

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

##### **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. 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. The definition of clean is listed above in paragraph A.5.1 - Headstone Cleaning General Information.

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

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

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

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

(a) NCA STANDARDS:

- (i) Standard 3.2: Headstones, markers and niche covers/bronze plaques are properly installed.
- (ii) Standard 3.3: Headstones and markers are aligned in accordance with the section plan or historic pattern.
- (iii) Standard 4.1: Headstones, markers and niche covers are clean, free of debris and objectionable accumulations.
- (iv) Standard 4.2: Proper height and alignment of each headstone and marker is maintained.
- (v) Standard 4.3: Headstones, markers and niche covers are not damaged by the Contractor's operations.

(b) GENERAL REQUIREMENTS:

- (i) The responsibility for ordering / receiving headstones and markers, checking for proper wording and initial inspection for damages shall be that of the COR. All headstones and markers are delivered directly to and received at the Washington Crossing National Cemetery.
- (ii) VA Cemetery personnel are responsible for delivering, unloading and storing headstones / markers to the Finn's Point National Cemetery at which time the COR shall notify the Contractor of the required installation.

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

(d) **PROCEDURES: UPRIGHT HEADSTONES**

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

- (i) Upright headstones for individual graves shall be erected on the centerline at the head of the grave with the inscription facing the grave. They shall be set plumb and aligned laterally, transversely and diagonally with the headstones on other graves. Measurements shall be taken from existing markers as directed by the COR. New and replacement headstones in old sections of National Cemeteries where such stones have not been and cannot be set at the standard height shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above the ground level.
- (ii) The normal height of 26 inches given for the current standard of headstone setting is the NCA standard height. When headstones have been previously set at other heights above grade, but in general, at a uniform height throughout an area, and otherwise present a neat overall appearance with the inscription visible, resetting for the sole purpose of attaining the stated height is necessary. Minor deviations in the less than nominal height are permissible to provide a uniform appearance in the top line to compensate for slight ground rises or depression within a burial section. All upright headstones are set with the use of top and back string for proper alignment.

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

- (iii) Trees or shrubs obstructing headstones shall be noted and the COR notified for determination of remedial action, and any modification needed for installation of a headstone. All sockets are to be re-dug by hand or mechanical means to allow for a 3" perimeter around all sides of the headstone and a sufficient depth 20" (or 19 ½" for the older, smaller headstones) below finished grade and then moistened crushed limestone base material (graded aggregate sizes ranging from crushed fine up to 1/4" maximum) is to be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing for the headstone to set on prior to the installation of the headstone to a required depth so that 26" (20" for the older/smaller headstones) of the headstone is extended from the soil level to the top of the headstone.

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

- (iv) Moistened crushed limestone base material (graded aggregate sizes from crushed fine to ¼ maximum) shall be placed around all sides of the headstones and in the bottom of the socket before being thoroughly tamped to full compaction at each three inch vertical interval, leaving the last three inches at the top to have tamped topsoil and grass seed applied. The government shall not provide any grass seed, fertilizer, lime or base material.

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

- (v) Headstones shall be set vertically plumb in all directions in all cases in a line vertically, laterally and transversely, with headstones of other graves using a top string, a back string and side string. Maximum vertical, lateral and measure tolerance of 1/8" or less. All measurements and string line shall be taken from layout control points, unless directed by the COR.
- (vi) Alignment of Initial New & Replacement Upright Headstones: Upright headstones for individual graves shall be erected on the centerline at the head of the grave with the inscription facing the grave. They shall be set plumb and aligned laterally, transversely and diagonally with the headstones on other graves. Measurements shall be taken from the headstones previously set as directed by the COR.
- (vii) Setting of Initial New & Replacement Upright Headstones: In older sections of National Cemeteries where upright headstones have not been and cannot be set at the standard height, stones shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above the ground level. In new sections of National Cemeteries, all upright headstones shall be set at a height of 26 inches from the finished grave to the top of the arc.
- (viii) Minor Deviations from Standard Height: When headstones have been previously set at other heights above grade, but in general, at a uniform height throughout an area, and otherwise present a neat overall appearance with the inscription visible, resetting for the sole purpose of attaining the stated height is necessary. The normal height of 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. All upright headstones shall be set with the use of top and back string for proper alignment.

(e) PROCEDURES: FLAT GRANITE MARKER BASES

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

- (i) Specifications: Gravesites are 3'x3' and 5'x5'. Flat Granite Markers are 24" (inches) wide by 12" (inches) in length and 18" (inches) wide by 12" (inches) in length. There are two thickness and weights of flat markers: 3" (inch) thick markers weighing approximately 90 pounds, and 4" (inch) thick markers weighing approximately 110 pounds.
- (ii) The Contractor shall use headstone verification maps to ensure proper marker placement and to verify the numbering sequence and location of markers when removing / moving-back temporary markers, floral arrangements, in ground vases, commemorative or other types of gravesite decorations.
- (iii) All temporary markers, floral, commemorative, in ground vases or other types of decorations (arrangements) causing interference with the setting of flat markers shall be carefully, and in an orderly manner moved from, and per completion of work, moved back & reinstalled to all gravesites by the Contractor. Prior to removal, the Contractor shall verify the numbering sequence and location of the markers and associated decorations.

- (iv) The Contractor shall pull the flat marker from the flat marker socket. Each flat marker socket shall have soil dugout to a minimum depth of 3" below correct socket depth, and then be refilled with a minimum of 3" of moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed fines up to 1/4" maximum) added and heavily tamped to full compaction in the bottom of the socket to achieve proper grade prior to the reinstallation of the flat marker (Note: Moist Class II Road Base may be considered as an alternate. Contractor shall obtain approval from the COR for any substitute base material).
- (v) Flat markers are to be reset to a depth so that no more than one inch (1") of the flat marker concrete base is extending above the finished topsoil level. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COR.
- (vi) All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set up to surface at proper heights and levels to provide a uniform flowing transition through uneven terrain. Two (2) to three (3) inches of clean topsoil shall be placed around the perimeter of each flat marker base and firmly tamped, leaving the top inch for topsoil and seed and then lightly to moderately tamped, then lightly raked and flat marker swept clean.
- (vii) Flat Marker Placement: Flat marker sockets shall be completed to proper grade and alignment as described in paragraph (iv) prior to the reinstallation of the flat marker to the required depth. Markers shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps. Flat markers shall be set horizontally flat, in a line laterally, transversely, and diagonally with flat markers of other graves. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COR. All measurements shall be made in ascending grave number order.
- (viii) In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set at proper heights and levels to provide a uniform flowing transition through uneven terrain. After all work has been completed, the flat markers in all soil and terrain conditions shall be held firmly in place by the compacted soil (crushed limestone base material) (or approved substitute) so that the flat markers are rigid with no give, play or movement when subjected to forces by the COR.
- (ix) New or replacement flat markers shall be properly aligned with four flat markers one marker immediately to the left, one marker immediately to the right and shall be in perfect alignment with the flat marker directly above and below. The flat marker shall be leveled & plumbed front to back and side to side, and raised or lowered as necessary to ensure uniformity of no more than one inch above topsoil level. The flat marker is leveled plumbed front to back, side to side, keeping the (top) head and side of the marker along the heavy string line.



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

#### **A.4.5 UNUSABLE / DAMAGED HEADSTONES & MARKERS**

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

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

- (a) SCOPE: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing upright headstones.
- (b) NCA STANDARDS: Standard (4.2): Proper height and alignment of each headstone and marker is maintained.
- (c) GENERAL REQUIREMENTS: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing upright headstones. Standard upright marble headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds each. Older headstones shall be realigned laterally, transversely and diagonally in the same manner as new grave markers.

(1) Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.

(2) No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.

(3) Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that

will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e. Bobcat®) or similar machine to extract the headstone from the socket. When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two wood 4X4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.

(4) Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.

(5) Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.

(6) Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.

(7) The contractor is required to discuss the guidance with this contractor employees and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

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

PROCEDURES: The raising, lowering, realigning, resetting, backfilling & cleaning of existing upright headstones shall be accomplished in accordance with the following:

- (i) All temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the Raise & Realignment of upright headstone operations shall be carefully, and in an orderly manner moved from, and per completion of work, moved back to all gravesites by the Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the headstone and associated decorations.
- (ii) Headstones shall be removed from their sockets by using wooden and/or metal clamps. If metal clamps are used the area that contacts the headstone must be protected with a rigid fabric that shall prevent damage to, and marking of, the headstone. Clamps may be attached to a Bob Cat, Toro Workman or similar machine to extract headstone from socket. Use care not to scratch or damage headstones in any manner. Contractor is responsible for restoring all damages caused to turf and headstones during performance of this work. Headstones are to be raised and/or lowered in the following manner. (Note: In areas where smaller than standard size headstones may occur, coordinate specified measurements and dimensions of required work with COR).

- (iii) All shallow and correct depth headstone sockets are to be dug to a bottom depth of 16" below finished grade, and then fill material is to be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing for the headstone to set on prior to the installation of the headstone to the required depth so that 26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material is to be placed around all sides of the headstones and heavily tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
- (iv) Deep headstone sockets are to be filled at bottom with a minimum of 3" of Fill Material added and tamped to full compaction in the bottom of the socket to achieve a bottom depth of 16" below finished grade for the headstone to set on prior to the installation of the headstone to the required depth, so that 26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material shall be placed around all sides of the headstones and thoroughly tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
- (v) Straight Rows: Headstones shall be set vertically plumb in all directions, in all cases in a line vertically and laterally, and where possible transversely (coordinate with 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 shall be set at proper heights and levels to provide a flowing transition through uneven terrain. Raised and realigned headstones in all soil and terrain conditions shall be firmly in place so that the headstones are rigid with no give or play.
- (vi) Curved Rows: Headstones shall be set vertically plumb in all directions. In all cases along the arched rows, headstones shall be set vertically and laterally to maintain a uniform and visually symmetrical arch along the rows, and where possible transversely (coordinate with 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 shall be set at proper heights and levels to provide a uniformly flowing transition through the sloped terrain. Completed raised and realigned headstones in all soil and terrain conditions shall be firmly set in place so that the headstones are rigid with no give or play.
- (vii) 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 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.

- (viii) 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 shall be accurately and precisely reinstalled on the correct gravesites with the utilization of grave plot maps and existing permanent control markers.
- (ix) 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.
- (x) 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 shall at no additional cost to the Government reset the rejected stones before proceeding in that section. It is the Contractors responsibility to notify the COR 24 hours in advance of when each of these inspections shall be needed.
- (xi) Heavy strings or lines must run along the backs, sides, and tops of these keystones. The string or line is required to be provided by the contractor and must be approved for use before by the COR before used. These lines are to be marked with the proper measurements- (size of section) for the section being aligned. All remaining headstones in the row are then aligned along the strings front to back and side-to-side even with the measured marks on the line. Each headstone is leveled and plumbed front to back and side-to-side keeping the back of the headstone along the string and the side of the headstone along the measured mark. Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8”, or less. Each headstone is also raised or lowered as necessary to ensure a uniform measurement of 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.
- (xii) 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.

- (xiii) The Government reserves the right to require the contractor to pull suspect stones to verify that the correct base material and specified depths have been achieved. Any stone pulled under this requirement shall be pulled and reset at no additional cost to the Government.
- (xiv) 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 RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN EXISTING FLAT MARKERS**

- (a) SCOPE: Work consists of raising, lowering, realigning, resetting, backfilling & cleaning existing flat markers.
- (b) NCA STANDARDS: Standard (4.2): Proper height and alignment of each headstone and marker is maintained.
- (c) GENERAL REQUIREMENTS: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing flat markers. Standard flat markers are 24" (inches) wide by 12" (inches) in length and 18" (inches) wide by 12" (inches) in length. There are two thickness and weights of flat markers: 3" (inch) thick markers weighing approximately 90 pounds, and 4" (inch) thick markers weighing approximately 110 pounds. Older flat markers shall be realigned laterally, transversely and diagonally in the same manner as new markers.
- (d) PROCEDURES: The raising, lowering, realigning, resetting, backfilling and cleaning of existing flat markers shall be accomplished in accordance with the following:
  - (i) The Contractor shall use headstone verification maps to ensure proper marker placement and to verify the numbering sequence and location of markers when removing / moving-back temporary markers, floral arrangements, in ground vases, commemorative or other types of gravesite decorations.
  - (ii) All temporary markers, floral, commemorative, in ground vases or other types of decorations (arrangements) causing interference with the setting of flat markers shall be carefully, and in an orderly manner moved from, and per completion of work, moved back & reinstalled to all gravesites by the contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the markers and associated decorations.

- (iii) The Contractor shall pull the flat marker from the flat marker socket. Each flat marker socket shall have soil dugout to a minimum depth of 3" below correct socket depth, and then be refilled with a minimum of 3" of moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed fines up to ¼" maximum) added and heavily tamped to full compaction in the bottom of the socket to achieve proper grade prior to the reinstallation of the flat marker (Note: Moist Class II Road Base may be considered as an alternate. Contractor shall obtain approval from the COR for any substitute base material).
- (iv) Flat markers are to be reset to a depth so that no more than one inch (1") of the flat marker concrete base is extending above the finished topsoil level. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COR.
- (v) All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set up to surface at proper heights and levels to provide a uniform flowing transition through uneven terrain. Two (2) to three (3) inches of clean topsoil shall be placed around the perimeter of each flat marker base and firmly tamped, leaving the top inch for topsoil and seed and then lightly to moderately tamped, then lightly raked and flat marker swept clean.
- (vi) Flat Marker Placement: Flat marker sockets shall be completed to proper grade and alignment as described in paragraph (d) prior to the reinstallation of the flat marker to the required depth. Markers shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps. Flat markers shall be set horizontally flat, in a line laterally, transversely, and diagonally with flat markers of other graves. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COR. All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set at proper heights and levels to provide a uniform flowing transition through uneven terrain. After all work has been completed, the flat markers in all soil and terrain conditions shall be held firmly in place by the compacted soil (crushed limestone base material) (or approved substitute) so that the flat markers are rigid with no give, play or movement when subjected to forces by the COR.
- (vii) New or replacement flat markers shall be properly aligned with four flat markers – one marker immediately to the left, one marker immediately to the right and shall be in perfect alignment with the flat marker directly above and below. The flat marker shall be leveled & plumbed front to back and side to side, and raised or lowered as necessary to ensure uniformity of no more than one inch above topsoil level. The flat marker is leveled plumbed front to back, side to side, keeping the (top) head & side of the marker along the heavy string line. Alignment of the flat marker should be checked frequently during this process to ensure that the marker is not out of level or out of alignment. Flat markers shall be firmly set and anchored in place with no movement from force subjected by the COR.

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

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

##### **(a) SCOPE**

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

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

##### **(c) PROCEDURES**

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

#### **A.4.9 REFILL SUNKEN GRAVES**

##### **(a) SCOPE:**

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

- (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 3' 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.4.10 AERATION, OVER-SEEDING & SEEDING OF NEW OR REFILLED GRAVES**

##### **Aeration & Over-Seeding**

###### **(a) SCOPE**

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

###### **(b) GENERAL REQUIREMENTS**

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

###### **(c) PROCEDURES**

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

##### **Seeding & Seedbed Preparation**



(a) SCOPE

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

(b) GENERAL REQUIREMENTS

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

(c) PROCEDURES

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

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

- (vi) Only varieties of grass seed that are considered cool season grasses, are adaptable to the southeastern Pennsylvania / southern New Jersey region and surrounding areas and are blue tag certified will be accepted. Any substitution of seed type, weight or application must be specifically approved, in writing, by the COR.

(vii) Weed seeds and inert matter shall not to exceed .05% of total (all percentages by weight). Seed shall be free of any noxious weeds.

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

### **Soil Preparation**

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

### **Seeding**

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

### **Over-Seeding**

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

## **A.4.11 WEED CONTROL**

### **(a) SCOPE**

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

### **(b) GENERAL REQUIREMENTS**

- (i) Weeds are to be removed or sprayed with a non-selective herbicide such as Round up (glyphosate) in the following areas: sidewalks, steps, driveways, cemetery walls (inside

and out), any concrete surfaces, patios and around buildings, planting beds and around the base of the Confederate monument weekly or as needed.

(ii) In addition to spraying, but not in place of, weeds may be hand pulled.

(c) PROCEDURES

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

(ii) String trimming is to be done around any trees, shrubs, monuments or any other permanent objects located in the cemeteries as specified by COR with a string trimmer weekly or as needed.

(iii) No non-selective herbicide is to be sprayed around the base or on the foliage of any trees, shrubs or annuals.

**A.4.12 FERTILIZER & HERBICIDE APPLICATIONS**

(a) Initial Crabgrass Pre-Emergent Application: Contractor shall apply Balan Granular when treating for crabgrass at manufactures recommended rate allowable for the mid-Atlantic region. Pre-emergent must be applied with properly calibrated broadcast spreading equipment. The contractor will begin the application after the soil temperature has reached 55 degrees for three consecutive days. This is the time that crabgrass seeds begin active germination in the soil. Any application that is completed before this time period may not be as effective in overall crabgrass control. This will be determined with the use of a soil thermometer placed at a 1-2 inch soil depth in various sections of each cemetery to accurately gauge soil temperature. The dates for application listed in the Application Schedule are only estimated and could begin earlier or later depending upon soil temperatures.

(b) Second Crabgrass Pre-Post Emergent Application: Contractor will apply a second crabgrass control application that will be a combination pre-post emergent control for crabgrass. This will be applied approximately six-eight weeks after the initial crabgrass control application and will be applied in liquid form to the entire turf acreage. Herbicide to be used will be an appropriate herbicide that controls both pre and early post emergent crabgrass control applied at the manufacturers recommended label rate.

(c) Broadleaf Weed Control: Broadleaf herbicides must be applied with properly calibrated spraying equipment (not a hose end sprayer). The herbicide must address issues of various broadleaf weed species to include clover, dandelion, plantain, ground ivy and other broadleaf weeds that are native to turf in the middle Atlantic region. An acceptable broadleaf herbicide to be used can be Trimec, Trimec Encore or its equivalent. Applications must be timely and at the proper dosage so that perennial weeds do not go to seed. Herbicide shall be applied between, around all headstones, and along section perimeters.

(d) Turf Fertilization: Fertilizer must be applied in granular form using a properly calibrated broadcast spreader to total turf acreage. A fertilizer with a 4:1:2 or 26-4-12 NPK ratio with 40-50% nitrogen from slow release sulfur coated urea will be used and applied at a rate of 4

lbs. / 1000 sq. ft. for the September fertilization and 5 lbs. / 1000 sq. ft. for the November fertilization.

- (e) All application methods of herbicides and treatments of annual grasses shall be in strict accordance with manufacturer, Department of Environmental Protection and all applicable federal, state and local laws.
- (f) All applications must be made in accordance with manufactures label instructions to ensure proper rate and timing of application. The contractor will apply liquid broadleaf herbicide no earlier than 6 hours before anticipated rainfall to allow herbicide sufficient time to be absorbed into plant tissue to maximize the herbicide's full potential. Any rainfall that is received within this six-hour time frame after the application will require the contractor to treat all turf areas a second time at the contractor's expense. Prior to any application, the Contractor shall provide to the COR, a copy of product label for each chemical used and appropriate supporting Material Safety Data Sheets (MSDS).
- (g) Contractor personnel applying turf applications shall possess a current / valid State of New Jersey commercial pesticide/herbicide application license. The Contractor is responsible for any damage resulting from the application of any fertilizer or herbicide treatments.
- (h) All turf applications will be applied with appropriate calibrated spreading and spraying equipment. Liquid and pellet surface applications shall be uniformly distributed within the cemetery's defined area of coverage. Surface applications shall not be made where surface run-off is likely to occur or near a water source.
- (i) Appropriate flags or markers will be posted in all treated areas for a period of 24 hours after a herbicide treatment has been applied. The Contractor shall remove all flags upon expiration of the 24-hour period.
- (j) Each turf application shall be completed within each "Annual Application Date" (weather permitting) specified in the Schedule. All applications shall be applied in accordance with manufactures label instructions to ensure proper rate and timing. Thirty (30) days after completion of the application, the Contractor and COR will jointly inspect and assess results. In areas where weed control results are less than acceptable\*, the Contractor will re-perform the application at no additional cost to the Government (\*Acceptable is defined as 90% of actively growing broadleaf weeds are eliminated).
- (k) The contractor shall not dispose of, rinse, mix nor store any herbicide containers/bags on cemetery premises except as authorized by cemetery management.
- (l) No herbicide application equipment may be kept or stored on the cemetery premises when the contractor is not working.

<b>ANNUAL TURF APPLICATION SCHEDULE</b>		
<b>TURF APPLICATION</b>	<b>APPLICATION DATE</b>	<b>DESCRIPTION</b>
<b>#1</b>	<b>September 15<sup>th</sup> – 20<sup>th</sup></b>	This application will be a granular turf fertilization using a fertilizer with a 4:1:2 or 26-4-12 NPK ratio with 40-50% nitrogen from slow release sulfur coated urea. This fertilizer will be applied at a rate of 4 lbs. / 1000 sq. ft. or 250 lbs. /acre.
<b>#2</b>	<b>October 1<sup>st</sup> – 10<sup>th</sup></b>	This application will be a post-emergent broadleaf weed control to include dandelion, plantain, chickweed, clover and other common broadleaf weeds and will be applied in liquid form. An acceptable post emergent broadleaf herbicide such as Trimec, Trimec Encore or equivalent will be used and applied at the manufacturers recommended label rate and specifications.
<b>#3</b>	<b>November 15<sup>th</sup> – 20<sup>th</sup></b>	This application will be a granular turf fertilization using a fertilizer with a 4:1:2 or 26-4-12 NPK ratio with 40-50% nitrogen from slow release sulfur coated urea. This fertilizer will be applied at a rate of 4lbs. / 1000 sq. ft. or 300 lbs. /acre.
<b>#4</b>	<b>April 15<sup>th</sup> – 20<sup>th</sup></b>	This application will be a post-emergent broadleaf weed control to include dandelion, plantain, chickweed, clover and other common broadleaf weeds and will be applied in liquid form. An acceptable post emergent broadleaf herbicide such as Trimec or Trimec Encore will be used and applied at the manufacturers recommended label rate and specifications. This will be combined with a pre-emergent control for annual grasses such as crabgrass, goose-grass and barnyard grass and will be applied in granular form. The product to be used for this application is Balan, (benefin) to be applied at the manufacturers recommended label rate and specification
<b>#5</b>	<b>June 1st -5<sup>th</sup></b>	This application will be a combination pre / post-emergent crabgrass control combined with a post emergent broadleaf weed control to include dandelion, plantain, chickweed, clover and other common broadleaf weeds and will be applied in liquid form. Herbicide will be used and applied at the manufacturers recommended label rate and specifications. A granular fertilization application will also be completed using a fertilizer with a 26-4-12 NPK ratio with 50% nitrogen from slow release sulfur coated urea. This fertilizer will be applied at a rate of 4lbs. / 1000 sq. ft. or 300 lbs. /acre.

#### **A.4.13 TREE, SHRUB, & PLANTING BED MAINTENANCE**

(a) SCOPE:

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

(b) NCA STANDARDS:

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

(c) PROCEDURES:

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

- (i) All pruning tools shall be kept sharp and properly functioning. Pruning cuts shall be made in accordance with ANSI A300 Standards.
- (ii) When cutting back trees, drop crotch as much as possible and avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.
- (iii) In reducing overall size, attention is to be given to symmetrical appearance. The top is to be higher and the sides reduced in order to maintain a tree-like form.
- (iv) When pruning trees, the Contractor must avoid topping or pollarding and should retain the trees natural shape as much as possible. The Contractor shall also avoid removing more than one fourth of the total area in one single operation.
- (v) In lifting the bottom branches of trees for under clearance which should be about fifteen (15) feet, care should be given to symmetrical appearance, and cuts should not be made so large that they shall prevent normal sap flow. Trim the tree high enough to allow sunlight to penetrate the trunk sometime during the day.
- (vi) The Contract is responsible for reporting dead, diseased or insect infested trees or shrubs to the COR within 48 hours of discovery.

(d) PROCEDURES:

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

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

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

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

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

(a) SCOPE:

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

(b) NCA STANDARDS:

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

(c) PROCEDURES:

- (i) Equipment: The Contractor shall use rear-discharge mowers only. Riding mowers may be used if they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces. Commercial grade power trimmers and power edger shall be used to trim grass from around headstones, monuments, markers, etc.
- (ii) Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. The height of grass is what is measured to get the correct cutting height. The cutting height of all mowing equipment shall be set to maintain a turf height of three inches (3.5"). At no time shall more than one and a half inches (1.5") of new growth be removed during any single mowing. **All new turf has been installed at the cemetery and it is important for the Contractor to make sure that mowing decks are set at the correct height to avoid scalping any turf.**
- (iii) Mowing: The Contractor shall mow all turf areas beginning on April 1st or the first workday thereafter if needed. If at this time the turf has not begun actively growing, the Contractor shall monitor the turf growth to determine when spring mowing operations should begin. Mowing shall be accomplished on a weekly cycle (or as otherwise directed by the COR). If grass clippings are evident, the Contractor shall remove and dispose of the clippings at no extra cost to the Government. Mowing shall conclude on or about November 15th. If at this time the turf is still actively growing, the Contractor shall continue to mow the turf until turf growth has stopped for the season which should be no later than the end of November.
- (iv) Trimming: In conjunction with mowing, trimming of un-mowed grass areas shall commence on April 1st or the first workday thereafter. The base of headstones, trees, monuments, markers, buildings walls, fences, signs and other vertical surfaces shall be trimmed weekly (or as otherwise directed by the COR). The trimming shall take place monthly.  
  
Note: All un-mowed grass around headstones, monuments, markers, and other vertical surfaces shall be trimmed to keep the grass at the prescribed three inch (3.0") height standard. Special care shall be taken not to scalp between or around headstones and other vertical surfaces.
- (v) Edging: From April thru November, all streets, curbs, walkways, tree wells, shrub & flower beds and flat markers shall be edged at a minimum of once monthly (or as otherwise directed by the COR). Edging shall provide a clear zone 1/2 "wide by 1" deep with all vegetation removed from joints and cracks. Damage to asphalt / concrete shall be avoided.
- (vi) Memorial Day & Veterans Day Ceremonies: Unless otherwise requested by the COR, edging of cemetery grounds shall be performed within one (1) week prior to the Memorial Day weekend, and one (1) day prior to Veterans Day (November 11<sup>th</sup>).
- (vii) Any clippings deposited on roadways or other non-turf grass areas shall be removed the same day as the mowing event that produced them. Any clippings deposited on sidewalks or at public visitor areas including at the Committal Shelter areas shall be removed at same time mowing work is occurring.



- (viii) Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear providing a cleaner cut. Contractor shall clean all mowing and trimming equipment before unloading at the cemetery. This shall minimize the possibilities of weed contaminates to cemetery turf from outside mowing areas. The contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, or scalp turf while performing mowing services.
- (ix) The Contractor shall remove and replace all floral or commemorative items, etc. to their proper place while performing mowing services. The Contractor shall repair or replace all damaged items caused by the contractor at no additional cost to the cemetery as directed by the COR.
- (x) New seed/sod shall be present at all newly buried gravesites, second interment gravesites, and repaired gravesite locations. New sod shall be hand mowed until it is fully established to the point where it shall not be damaged by riding mowers. All mowing around trees shall be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf. Contractor shall vary wheel-width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.
- (xi) Turf in burial and public areas should be maintained at a height within one inch range of that which is professionally recommended for the recommended grass type for that geographic region. Optimally, the height should be no more than half an inch above that range. For example, the height of Kentucky Blue / Perennial Rye grass should be between 3.0” and 3.5”. Grass is trimmed on borders.
- (xii) Edging: Edge all curbs, walkways, roadways permanent building / structure lines, tree wells and shrub beds within the cemetery area. COR shall conduct random inspections of edging weekly.
- (xiii) The walkways (inside and out), flagpole bases, interment area, and roads shall be cleaned of any grass clippings and leaves after mowing, weed eating, edging, and trimming daily.

#### **A.4.15 TRASH, DEBRIS & LEAF REMOVAL**

##### **(a) SCOPE:**

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

##### **(b) NCA STANDARDS:**

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

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

(c) PROCEDURES:

- (i) All trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs shall be removed from the Finn's Point National Cemetery daily.
- (ii) Dumpster placement areas are not available at the Finn's Point National Cemetery. The Contractor shall provide all labor, equipment and transportation necessary for the collection, removal and disposal of trash & debris with each scheduled grounds clean-up.
- (iii) Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- (iv) All walkways, roads, and parking areas shall be cleaned daily or as directed by COR.
- (v) Storm Clean-Up (wind, rain, hail, snow, ice, etc): Cemetery should be checked and cleaned up next working day following the storm unless the extent of the storm prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.
- (vi) Fall leaf and tree debris collection and removal shall be accomplished beginning October 15th and shall continue as needed through the fall and into the winter until all deciduous trees have dropped their leaves. All fallen leaves and tree debris must be removed during this period, except when delayed by the onset of severe weather conditions (Snow and Ice). The Contractor shall schedule removal work accordingly.
- (vii) Leaves shall be hand raked, vacuumed, or blown by backpack style blower or a walk-behind push type machine from the turf onto the roadways and then collected and properly disposed of from the cemetery grounds and the immediate area outside the cemetery. Also, any accumulation of mulched leaves shall be removed from the cemetery.
- (viii) The Contractor shall inspect all areas of the cemetery during this period and ensure that there is no accumulation of debris in any area.

**A.4.16 SNOW & ICE REMOVAL**

(a) SCOPE:

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

(b) REQUIREMENTS:

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

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

(a) SCOPE:

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

(b) REQUIREMENTS:

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

#### **A.4.18 GENERAL GROUNDS KEEPING SERVICES**

- (a) On an as “needed / as requested basis” - the Contractor shall provide the necessary level of labor to supplement and support overall operational needs of Finn’s Point National Cemetery.
- (b) The Contractor shall establish and maintain a point-of-contact to receive service requests from the COR or designee. The point-of-contact shall be available on a 24-hour basis during weekends, Federal Holidays and after normal business hours of operation. The Contractor shall provide telephone, pager and cell phone numbers for emergency and after hour’s situations.

- (c) Service requests may include (but are not limited to) general clean-up resulting from special / unforeseen events or memorial services (i.e., Wreaths Across America, Dedications, etc.), setting-up and breaking down of chairs, lecterns, extension cords, trash disposal, etc. for all such occurrences.
- (d) Procedures: Upon receipt of a service request - the Contractor shall assess the work involved and submit a written proposal to the COR estimating the amount of time (hours) necessary to accomplish the task. The Contractor's proposal shall be approved in writing by the COR prior to commencement of work.
- (e) Fixed Hourly Rate: All work / services shall be performed at the fixed hourly rate indicated in the Price Schedule and broken down into quarter-hour (15 minute) increments as appropriate.
- (f) VA National Cemetery reserves the right to purchase services from sources other than the Contractor when determined to be in the best interest of the Government.

#### **A.4.19 General & Emergency Small Repair Services**

(a) GENERAL:

(i). All work performed under this section is subject to the General Requirements and Contract Documents to Bidders which form a part of these specifications, and the Contractor shall be held responsible for and governed by all the requirements there under.

(b) SCOPE:

(ii). Provide as needed/as requested basis services for general and emergency facility repair services.

(c) GENERAL REQUIREMENTS:

General Maintenance/repair items include, but not limited to:

<ul style="list-style-type: none"> <li>• Tire replacement</li> <li>• Grout &amp; Caulking</li> <li>• Dry wall repair</li> <li>• Ceiling/drop ceiling repairs</li> <li>• Minor painting</li> <li>• Door adjustments</li> <li>• Door lock repairs</li> <li>• Install facility fixtures</li> <li>• Toilet and small plumb repairs</li> </ul>	<ul style="list-style-type: none"> <li>• Window repair</li> <li>• Trim and base molding</li> <li>• Wood rot</li> <li>• Water damage repairs</li> <li>• Sealing/protecting and preparing facilities during inclement weather</li> <li>• Other general &amp; emergency small repair services as determined appropriately by the COR or designee.</li> </ul>
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(d) Procedures: “General & Emergency Small Repair Services” is as follows:

- Contractor shall prepare and submit to the COR or designee a “written” quote prior to commencement of any general or emergency repair work.
- Quotes will be submitted on a time and material basis.
- All labor will be charged at the hourly rate indicated in the Price Schedule and will be broken down into quarterly hour (15 minute) increments as appropriate.
- Parts will be itemized on the quote indicating Manufacturer’s List Price less any Government discount percentage (%) offered.
- Prior to the commencement of work – the COR shall provide the Contractor with written approval to proceed.
- Upon completion – all work will be inspected and verified for acceptance by the COR or designee.

(e) Inspection & Acceptance: Contractor shall only tender for acceptance those items that conform to the requirements of General & Emergency Small Repair Services as authorized by the COR. 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 re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance 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.

(f) The government shall exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered and before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(g) Warranty: contract warrant(s) and implies that “General & Emergency Small Repair Services” provided under this Section shall carry a warranty period of one (1) year from date of Government Acceptance.

(h) Stipulation: Base and Option year Labor Rates & Discounted Parts for General & Emergency Small Repair Services are not purchased by this contract. Contractors are advised to provide their best hourly rates and parts discount percentage when submitting their offer by any additional services not covered by this contract. VA reserves the right to purchase repair services from sources other than the contract awardee when determined to be in the best interest of the Government.

#### **A.4.20 ON-CALL / EMERGENCY STORM DAMAGE & STUMP REMOVAL SERVICES**

- (a) The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR or designee. The point-of-contact shall be available on a 24-hour basis during weekends, Federal Holidays and after normal business hours of operation. The Contractor shall provide telephone, pager and cell phone numbers for emergency and after hour’s situations.
- (b) Emergency Service Requests may include (but are not limited to) complete tree removal / stump grinding, pruning / removal of damaged tree limbs and branches, general clean-up of debris as a result of storm, wind and/or lightening damage, or any other occurrence of damage beyond the reasonable control of the cemetery (i.e., fires, floods, unusually severe weather, etc.).

- (c) Contractor shall respond to all Emergency Service Requests within eight (8) hours of the initial call. Work shall be accomplished within twenty-four (24) hours of the initial request or as expeditiously as circumstances permit. Emergency requests shall warrant a more rapid than routine response to ensure timely corrective action and to address any safety issues that may jeopardize employee or pedestrian safety. The Contractor shall keep the COR fully informed of work progress and status of all emergencies.
- (d) Procedures: Upon arrival to the cemetery, the Contractor shall immediately assess the damage and submit a written proposal to the COR estimating the amount of time (hours) necessary to accomplish the work involved. The Contractor's proposal shall be approved in writing by the COR prior to commencement of work.
- (e) Fixed Hourly Rate: All emergency work and services shall be performed at the fixed hourly rate indicated in the Price Schedule and broken down into quarter-hour (15 min) increments as appropriate).
- (f) VA National Cemetery reserves the right to purchase emergency services from sources other than the Contractor when determined to be in the best interest of the Government.
- (g) Tree Removal / Stump Grinding: Where emergency circumstances warrant the complete removal of a tree(s), removal shall be accomplished under the instruction and guidance of a Certified Arborist provided by the Contractor. Procedures for Stump Grinding are as follows:
  - (i) All trees shall be topped prior to falling and all limbs over 3 ½" in diameter must be lowered to the ground by ropes. The stumps are to be ground to a maximum of 8" below soil level, or to the lateral roots, if reached before the specific depth.
  - (ii) The Contractor shall not grind stumps to the depth that would interfere with the roots of any adjacent tree(s) the Government intends to retain. The cavity of the stump is to be filled with topsoil and tamped to meet the existing grade.
  - (iii) All wood chip particles and debris from the tree removal shall be cleaned up thoroughly and removed from the cemetery. The Contractor shall take every precaution to prevent any falling branches or trees from damaging any headstones, adjacent plant material or structures.
  - (iv) All stumps shall be removed using stump-grinding equipment. Stumps and all surface roots shall be ground to at least 8" below the soil surface and all ground stump/root wood shall be removed. The hole shall be filled with topsoil, compacted, and then seeded. All chips and debris from stump removal shall be taken off-site the same day the work is performed and shall be properly disposed of.

## **A.5 CONTRACT MANAGEMENT**

- (a) Representatives of the Contracting Officer: The VA Contracting Officer shall designate one (or more) representatives to serve as the Contracting Officer's Technical Representative (COR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation shall be in writing and shall define the scope and limitations of the COR's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.

- (b) 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.
  - (c) All administrative contract functions are the responsibility of the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.
  - (d) Site Manager: The Contractor shall provide a "Site Manager" who shall be on-site at all times during contract performance. The Site Manager shall be responsible for the following:
    - (i) Directing, overseeing and coordinating the work involved.
    - (ii) Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
    - (iii) Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
  - (e) The Site Manager shall re-direct work throughout the rest of the Cemetery – so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR may then do so.
  - (f) 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 shall stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony.
- (g) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract shall require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as COR.

## **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 shall inspect all work performed and submitted by the Contractor for acceptance. The Government reserves the

right to reject any and all work that does not meet contract specifications. Work rejected by the COR shall be re-performed without cost to the Government.

- (b) Weekly Progress Report: On a weekly basis, the Contractor shall provide a written progress report to the COR of all work completed at each cemetery location (see **Attachment "B"**). If there are problems or issues adversely affecting progress of the contract, a detailed explanation shall be indicated on the report.
- (c) Payment: The Contractor shall submit a monthly invoice in arrears for all services rendered. Prior to certification of payment, invoices shall be verified by the 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:

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

## **A.7 CONTRACTOR RESPONSIBILITIES**

- (a) The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather - other than prolonged snow cover, shall not be considered an excusable delay in meeting specifications. The government expects the Contractor to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines.
- (b) The Contractor is responsible for taking all precautions to prevent damage to the cemetery, in any manner, including headstones, markers, monuments, flower bases, trees and other structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones, markers and other cemetery structures or property damaged because of actions by the Contractor and/or its personnel.
- (c) Cooperation with other Contractors: The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with other Contractors and with Government employees.
- (d) The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf areas except as provided in this contract or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor regardless of weather conditions, and at no additional cost to the government.
- (e) The Contractor shall provide adequate safety warning devices, barricades and cover boards, etc., at all work sites to eliminate hazards from public visitors and cemetery employees at no cost to the government.



- (f) At the end of each day, the Contractor shall remove all debris from the cemetery site. At all times rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. The government shall not provide receptacles for the disposal of debris related to this contract.
- (g) The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor is responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of New York.
- (h) Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This shall be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

## **A.8 STANDARDS OF EMPLOYEE CONDUCT**

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

- (a) Shall be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Shoes/boots shall have no holes or loose soles. Steel-toed shoes shall be required in accordance with OSHA. Contractor employees shall maintain personal hygiene.
- (b) Shall not engage in loud or boisterous behavior or use profane or abusive language and show proper reverence during committal service.
- (c) Shall not eat or drink beverages except water or non-alcoholic drinks while in the work area or in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
- (d) Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.
- (e) SMOKING is not permitted in any buildings with the National Cemetery. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area.
- (f) Use of Cemetery Facilities: The Government shall not be responsible for any loss, damage, or theft of Contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by Contractor's employees.
- (g) The Government shall not provide the Contractor with any fuel storage, equipment storage, telephones, electricity or water. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.

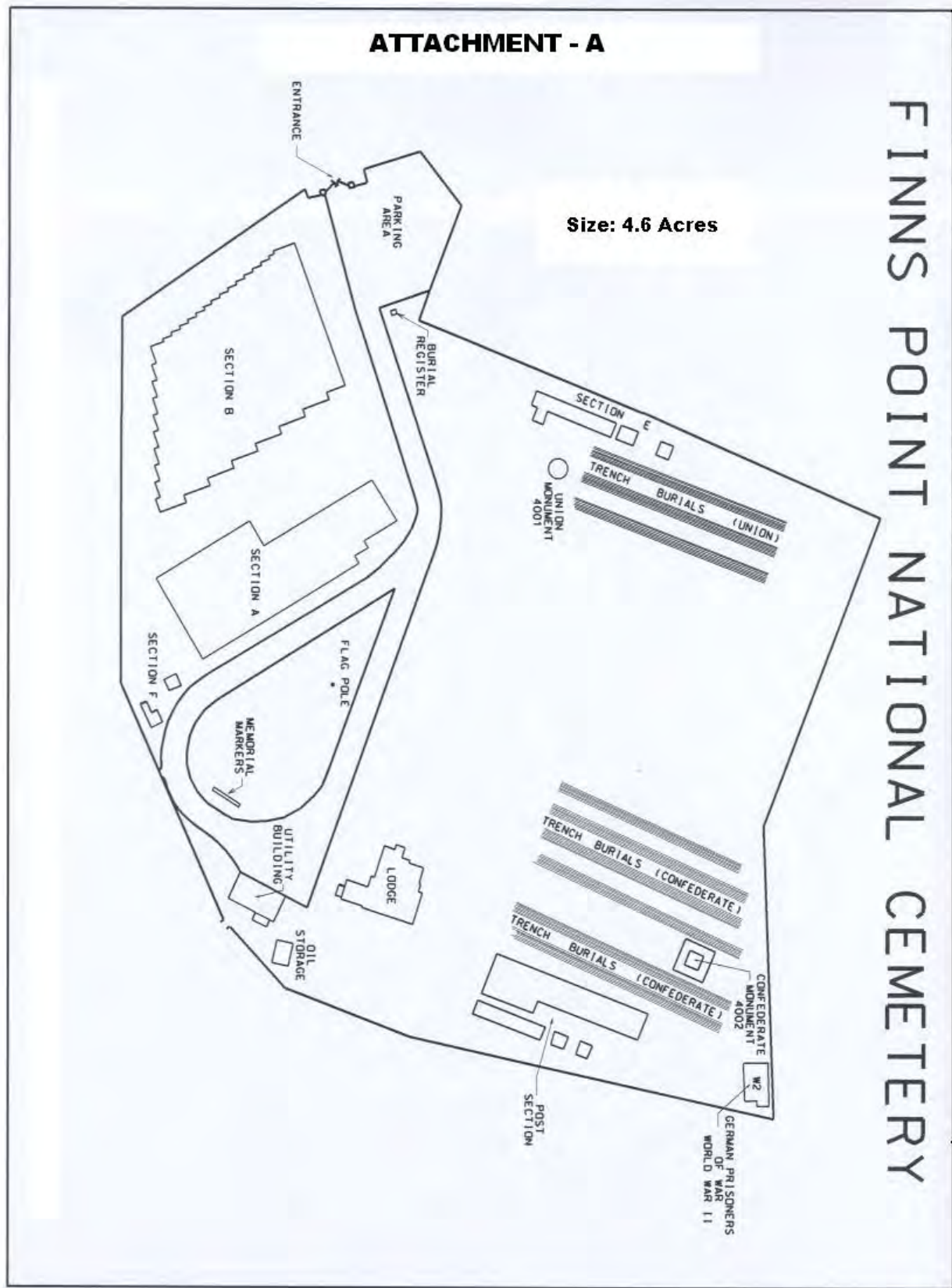
- (h) The Contractor is responsible for safely handling any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- (i) No maintenance or repair of Contractor equipment shall be done on cemetery property without the COR's approval.

#### **A.9 SUPERVISION & TRAINING**

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

**(End of Section)**

# Finn's Point NC Map



## ATTACHMENT - B

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

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

1. Within a reasonable time after the defect was discovered or should have been discovered; and
2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

Work Completed & Submitted for Acceptance				
<i>(This form is not to be used as an Invoice)</i>				
	<b><u>DESCRIPTION</u></b>	<b><u>EST QTY</u></b>	<b><u>UNIT</u></b>	<b><u>WORK COMPLETED / SUBMITTED FOR ACCEPTANCE</u></b>
<b><u>CLIN</u></b>	<b>General , on-going and recurring cemetery Grounds Maintenance ( 4.6 acres) to include the following:</b>			
001	(a) Mowing & removal of Debris / Grass Clippings (b) Trimming of all Headstones and Markers, (c) Sweeping and/or blowing-off of roads and walkways (d) Leaf Removal – Including Fall Leaf Removal (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs,	12	MO	▶ _____ / Month
	<b>INTERMENT SERVICES</b>			
002	Grave Excavation & Backfilling of Cremated Remains.	50	EA	▶ _____ / Each

003	Raising & Lowering of U.S. Flag in conjunction with Committal Services and when required by executive order or other direction.	55	EA	► _____ / Each
	<b>HEADSTONE MAINTENANCE</b>			
004	Clean Upright Headstones & Flat Markers with Daybreak or equal (before Memorial Day).	300	EA	► _____ / Each
005	Set & Align New-Initial and New-Replacement Upright Headstones	2	EA	► _____ / Each
006	Set & Align New-Initial and New-Replacement Flat Markers	50	EA	► _____ / Each

	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>WORK COMPLETED / SUBMITTED FOR ACCEPTANCE</u>
<u>CLIN</u>	<b>HEADSTONE MAINTENANCE</b>			
007	Remove, Break-up & Dispose of Replacement Upright Headstones and Flat Markers	5	EA	► _____ / Each
008	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	62	EA	► _____ / Each
009	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers.	300	EA	► _____ / Each
010	<u>Bump &amp; Run</u> : Realign Upright Headstones that have shifted out of alignment.	10	EA	► _____ / Each
011	Refill Sunken Graves	5	EA	► _____ / Each
	<b>AERATION, OVER-SEEDING &amp; SEEDING OF NEW OR REFILLED GRAVES</b>			
012	Aerate Cemetery (September)	1	JB	► _____ / Job
013	Over-seed Entire Cemetery (September)	1	JB	► _____ / Job
014	Seeding Newly Dug or Refilled Graves	50	JB	► _____ / Job
	<b>WEED CONTROL</b>			
015	Weed Control – Removal of weeds by hand pulling, string trimmer or spraying with herbicide.	4	JB	► _____ / Job
	<b>FERTILIZATION &amp; HERBICIDE APPLICATIONS</b>			
016	Granular Fertilization of all turf using a 25-5-10 50% slow release SCU fertilizer.	3	JB	► _____ / Job
017	Liquid broadleaf herbicide application to control clover, plantain, dandelion and other cool season broadleaf weeds.	3	JB	► _____ / Job
018	Granular pre-emergent crabgrass control for all turf areas.	2	JB	► _____ / Job
	<b>TREE, SHRUB &amp; PLANTING BED MAINTENANCE</b>			

019	Prune Cemetery Shrubs & Hedges	2	JB	► _____ / Job
020	Deadwood Prune Cemetery Trees	1	JB	► _____ / Job
021	Mulch Cemetery Planting Beds & Tree Rings	1	JB	► _____ / Job
	<b>MEMORIAL DAY CEREMONY SET-UP</b>			
022	<u>Memorial Day</u> – Placement and removal of approximately 300 individual grave flags & the raising / lowering of U.S. flag.	1	JB	► _____ / Job

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

*Report below any circumstances which may have adversely affected work progress such as weather, turf conditions, strikes, delays by the Government, etc.*


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

***Duplicate Form as Necessary***

**(End of Work Statement)**

## C.1 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

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

(B) NOTICE.—

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

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



### C.3 DIGNITY CLAUSE FOR NCA CONTRACTS

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

2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, and CO for guidance or resolution.
3. The **Contractor is required** to discuss the guidance with their employees **and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.**

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

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

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

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

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

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

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

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

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

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

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

*(u) Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

(End of Clause)

<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 RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.209-3	FIRST ARTICLE APPROVAL—CONTRACTOR TESTING	SEP 1989
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997

#### **C.6 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)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.228-16	PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION	NOV 2006
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.273-70	LATE OFFERS	JAN 2003

## **C.7 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

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

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

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

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

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

(End of Clause)

## **C.8 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

## **C.9 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 employer's 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 per occurrences.

(c) Automobile Liability: \$200,000.00 person; \$500,000.00 per occurrence and \$200,000.00 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.10 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, 2017. 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.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

#### **C.12 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

#### **C.13 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

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

- (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 (see VAAR 802.201 Surviving Spouse definition);

(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;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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 verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified 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, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

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

(End of Clause)

## **C.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.15 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

(End of Addendum to 52.212-4)

## **C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) 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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (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). (E. O. 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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☒ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).



☐ (37)(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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (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.)

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

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

☐ (43)(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.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(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] (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (51) 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).

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

[] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[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 Benefits
Laborer, Grounds Maintenance	WG3-1: \$13.72
Laborer, Grounds Maintenance	WG3-3: \$14.84
Laborer, Grounds Maintenance	WG3-5: \$15.98

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

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

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

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

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 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 (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

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

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

(v) 52.222-26, Equal Opportunity (SEP 2016) (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 and E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

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

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

(End of Clause)

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

### D.1 ATTACHMENT 1 - U.S. DEPARTMENT OF LABOR WAGE DETERMINATION (SERVICE CONTRACT ACT)

WD 15-5603 (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		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5603
Daniel W. Simms	Division of	Revision No.: 2
Director	Wage Determinations	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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State: California

Area: California County of Kern

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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		14.60
01012 - Accounting Clerk II		16.38
01013 - Accounting Clerk III		18.50
01020 - Administrative Assistant		23.25
01035 - Court Reporter		24.94
01041 - Customer Service Representative I		11.89
01042 - Customer Service Representative II		13.38
01043 - Customer Service Representative III		14.59
01051 - Data Entry Operator I		12.78
01052 - Data Entry Operator II		14.48
01060 - Dispatcher, Motor Vehicle		18.64
01070 - Document Preparation Clerk		14.35
01090 - Duplicating Machine Operator		14.35
01111 - General Clerk I		13.04
01112 - General Clerk II		14.83
01113 - General Clerk III		16.65
01120 - Housing Referral Assistant		20.00
01141 - Messenger Courier		12.69
01191 - Order Clerk I		14.03
01192 - Order Clerk II		15.30
01261 - Personnel Assistant (Employment) I		15.87
01262 - Personnel Assistant (Employment) II		17.77
01263 - Personnel Assistant (Employment) III		19.79
01270 - Production Control Clerk		25.45
01290 - Rental Clerk		12.72
01300 - Scheduler, Maintenance		16.03
01311 - Secretary I		16.03

01312 - Secretary II	17.93
01313 - Secretary III	20.00
01320 - Service Order Dispatcher	16.67
01410 - Supply Technician	23.25
01420 - Survey Worker	16.68
01460 - Switchboard Operator/Receptionist	11.59
01531 - Travel Clerk I	13.02
01532 - Travel Clerk II	13.70
01533 - Travel Clerk III	14.84
01611 - Word Processor I	14.72
01612 - Word Processor II	16.51
01613 - Word Processor III	18.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.07
05010 - Automotive Electrician	18.24
05040 - Automotive Glass Installer	17.52
05070 - Automotive Worker	17.52
05110 - Mobile Equipment Servicer	15.83
05130 - Motor Equipment Metal Mechanic	19.16
05160 - Motor Equipment Metal Worker	17.52
05190 - Motor Vehicle Mechanic	19.16
05220 - Motor Vehicle Mechanic Helper	14.66
05250 - Motor Vehicle Upholstery Worker	17.00
05280 - Motor Vehicle Wrecker	17.52
05310 - Painter, Automotive	18.23
05340 - Radiator Repair Specialist	17.52
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	19.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.06
07041 - Cook I	14.14
07042 - Cook II	16.30



07070 - Dishwasher	9.15
07130 - Food Service Worker	9.32
07210 - Meat Cutter	14.15
07260 - Waiter/Waitress	9.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	12.87
09080 - Furniture Refinisher	16.54
09090 - Furniture Refinisher Helper	13.30
09110 - Furniture Repairer, Minor	15.21
09130 - Upholsterer	16.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.66
11060 - Elevator Operator	12.40
11090 - Gardener	14.92
11122 - Housekeeping Aide	12.40
11150 - Janitor	12.40
11210 - Laborer, Grounds Maintenance	13.32
11240 - Maid or Houseman	9.88
11260 - Pruner	11.95
11270 - Tractor Operator	16.06
11330 - Trail Maintenance Worker	13.32
11360 - Window Cleaner	13.12
12000 - Health Occupations	
12010 - Ambulance Driver	18.87
12011 - Breath Alcohol Technician	18.87
12012 - Certified Occupational Therapist Assistant	27.89
12015 - Certified Physical Therapist Assistant	28.24
12020 - Dental Assistant	16.35
12025 - Dental Hygienist	41.60
12030 - EKG Technician	26.51
12035 - Electroneurodiagnostic Technologist	26.51

12040 - Emergency Medical Technician	18.87
12071 - Licensed Practical Nurse I	18.17
12072 - Licensed Practical Nurse II	20.33
12073 - Licensed Practical Nurse III	22.67
12100 - Medical Assistant	14.04
12130 - Medical Laboratory Technician	17.06
12160 - Medical Record Clerk	14.85
12190 - Medical Record Technician	16.61
12195 - Medical Transcriptionist	19.00
12210 - Nuclear Medicine Technologist	44.68
12221 - Nursing Assistant I	10.26
12222 - Nursing Assistant II	11.54
12223 - Nursing Assistant III	12.58
12224 - Nursing Assistant IV	14.12
12235 - Optical Dispenser	14.88
12236 - Optical Technician	18.17
12250 - Pharmacy Technician	17.14
12280 - Phlebotomist	16.64
12305 - Radiologic Technologist	29.13
12311 - Registered Nurse I	24.30
12312 - Registered Nurse II	29.72
12313 - Registered Nurse II, Specialist	29.72
12314 - Registered Nurse III	35.96
12315 - Registered Nurse III, Anesthetist	35.96
12316 - Registered Nurse IV	43.10
12317 - Scheduler (Drug and Alcohol Testing)	22.89
12320 - Substance Abuse Treatment Counselor	20.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.14
13012 - Exhibits Specialist II	27.45
13013 - Exhibits Specialist III	33.57
13041 - Illustrator I	22.14

13042 - Illustrator II	27.45
13043 - Illustrator III	33.57
13047 - Librarian	30.38
13050 - Library Aide/Clerk	15.10
13054 - Library Information Technology Systems Administrator	27.45
13058 - Library Technician	19.47
13061 - Media Specialist I	19.80
13062 - Media Specialist II	22.14
13063 - Media Specialist III	24.70
13071 - Photographer I	18.00
13072 - Photographer II	20.14
13073 - Photographer III	24.95
13074 - Photographer IV	30.52
13075 - Photographer V	36.92
13090 - Technical Order Library Clerk	18.97
13110 - Video Teleconference Technician	18.00
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.85
14042 - Computer Operator II	20.61
14043 - Computer Operator III	22.98
14044 - Computer Operator IV	25.55
14045 - Computer Operator V	28.28
14071 - Computer Programmer I	(see 1)
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	17.85
14160 - Personal Computer Support Technician	25.55

14170 - System Support Specialist	28.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.78
15020 - Aircrew Training Devices Instructor (Rated)	37.24
15030 - Air Crew Training Devices Instructor (Pilot)	44.48
15050 - Computer Based Training Specialist / Instructor	30.78
15060 - Educational Technologist	29.79
15070 - Flight Instructor (Pilot)	44.48
15080 - Graphic Artist	21.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	39.49
15086 - Maintenance Test Pilot, Rotary Wing	39.49
15088 - Non-Maintenance Test/Co-Pilot	39.49
15090 - Technical Instructor	19.96
15095 - Technical Instructor/Course Developer	24.27
15110 - Test Proctor	17.86
15120 - Tutor	17.86
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.95
16030 - Counter Attendant	9.95
16040 - Dry Cleaner	11.95
16070 - Finisher, Flatwork, Machine	9.95
16090 - Presser, Hand	9.95
16110 - Presser, Machine, Drycleaning	9.95
16130 - Presser, Machine, Shirts	9.95
16160 - Presser, Machine, Wearing Apparel, Laundry	9.95
16190 - Sewing Machine Operator	12.31
16220 - Tailor	12.97
16250 - Washer, Machine	10.43
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.73
19040 - Tool And Die Maker	30.94
21000 - Materials Handling And Packing Occupations	

21020 - Forklift Operator	13.04
21030 - Material Coordinator	25.45
21040 - Material Expediter	25.45
21050 - Material Handling Laborer	11.54
21071 - Order Filler	12.17
21080 - Production Line Worker (Food Processing)	13.04
21110 - Shipping Packer	15.32
21130 - Shipping/Receiving Clerk	15.32
21140 - Store Worker I	11.60
21150 - Stock Clerk	16.10
21210 - Tools And Parts Attendant	13.04
21410 - Warehouse Specialist	13.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.05
23019 - Aircraft Logs and Records Technician	25.59
23021 - Aircraft Mechanic I	29.47
23022 - Aircraft Mechanic II	31.05
23023 - Aircraft Mechanic III	32.63
23040 - Aircraft Mechanic Helper	21.89
23050 - Aircraft, Painter	24.54
23060 - Aircraft Servicer	25.59
23070 - Aircraft Survival Flight Equipment Technician	24.54
23080 - Aircraft Worker	27.39
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.39
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.47
23110 - Appliance Mechanic	24.88
23120 - Bicycle Repairer	16.79
23125 - Cable Splicer	34.51
23130 - Carpenter, Maintenance	22.86
23140 - Carpet Layer	17.92

23160 - Electrician, Maintenance	29.17
23181 - Electronics Technician Maintenance I	27.41
23182 - Electronics Technician Maintenance II	29.24
23183 - Electronics Technician Maintenance III	31.11
23260 - Fabric Worker	22.36
23290 - Fire Alarm System Mechanic	23.03
23310 - Fire Extinguisher Repairer	20.91
23311 - Fuel Distribution System Mechanic	26.97
23312 - Fuel Distribution System Operator	22.23
23370 - General Maintenance Worker	18.26
23380 - Ground Support Equipment Mechanic	29.47
23381 - Ground Support Equipment Servicer	25.59
23382 - Ground Support Equipment Worker	27.39
23391 - Gunsmith I	20.91
23392 - Gunsmith II	23.78
23393 - Gunsmith III	26.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.07
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.37
23430 - Heavy Equipment Mechanic	23.26
23440 - Heavy Equipment Operator	24.53
23460 - Instrument Mechanic	31.08
23465 - Laboratory/Shelter Mechanic	25.22
23470 - Laborer	11.54
23510 - Locksmith	21.52
23530 - Machinery Maintenance Mechanic	24.77
23550 - Machinist, Maintenance	20.44
23580 - Maintenance Trades Helper	13.36
23591 - Metrology Technician I	31.08
23592 - Metrology Technician II	32.71
23593 - Metrology Technician III	34.39

23640 - Millwright	25.55
23710 - Office Appliance Repairer	21.82
23760 - Painter, Maintenance	20.87
23790 - Pipefitter, Maintenance	23.98
23810 - Plumber, Maintenance	22.52
23820 - Pneudraulic Systems Mechanic	26.64
23850 - Rigger	26.64
23870 - Scale Mechanic	23.88
23890 - Sheet-Metal Worker, Maintenance	23.18
23910 - Small Engine Mechanic	20.48
23931 - Telecommunications Mechanic I	26.66
23932 - Telecommunications Mechanic II	28.18
23950 - Telephone Lineman	23.30
23960 - Welder, Combination, Maintenance	25.56
23965 - Well Driller	26.64
23970 - Woodcraft Worker	26.64
23980 - Woodworker	20.91
24000 - Personal Needs Occupations	
24550 - Case Manager	15.18
24570 - Child Care Attendant	10.79
24580 - Child Care Center Clerk	12.29
24610 - Chore Aide	13.07
24620 - Family Readiness And Support Services Coordinator	15.18
24630 - Homemaker	17.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.09
25040 - Sewage Plant Operator	23.18
25070 - Stationary Engineer	32.09
25190 - Ventilation Equipment Tender	19.30
25210 - Water Treatment Plant Operator	23.18
27000 - Protective Service Occupations	

27004 - Alarm Monitor	19.06
27007 - Baggage Inspector	11.00
27008 - Corrections Officer	34.42
27010 - Court Security Officer	32.26
27030 - Detection Dog Handler	12.30
27040 - Detention Officer	34.42
27070 - Firefighter	30.20
27101 - Guard I	11.00
27102 - Guard II	12.30
27131 - Police Officer I	31.37
27132 - Police Officer II	34.86
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.01
28042 - Carnival Equipment Repairer	15.10
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	13.62
28310 - Lifeguard	11.95
28350 - Park Attendant (Aide)	15.23
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.04
28630 - Sports Official	12.14
28690 - Swimming Pool Operator	18.62
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.77
29020 - Hatch Tender	25.77
29030 - Line Handler	25.77
29041 - Stevedore I	24.04
29042 - Stevedore II	27.47
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.49
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.71



30021 - Archeological Technician I	19.91
30022 - Archeological Technician II	25.44
30023 - Archeological Technician III	27.27
30030 - Cartographic Technician	30.50
30040 - Civil Engineering Technician	28.72
30051 - Cryogenic Technician I	21.20
30052 - Cryogenic Technician II	23.41
30061 - Drafter/CAD Operator I	19.91
30062 - Drafter/CAD Operator II	26.44
30063 - Drafter/CAD Operator III	26.80
30064 - Drafter/CAD Operator IV	32.98
30081 - Engineering Technician I	17.68
30082 - Engineering Technician II	20.62
30083 - Engineering Technician III	23.07
30084 - Engineering Technician IV	28.59
30085 - Engineering Technician V	34.97
30086 - Engineering Technician VI	42.20
30090 - Environmental Technician	24.34
30095 - Evidence Control Specialist	19.14
30210 - Laboratory Technician	24.11
30221 - Latent Fingerprint Technician I	21.20
30222 - Latent Fingerprint Technician II	23.41
30240 - Mathematical Technician	27.58
30361 - Paralegal/Legal Assistant I	20.79
30362 - Paralegal/Legal Assistant II	25.77
30363 - Paralegal/Legal Assistant III	31.52
30364 - Paralegal/Legal Assistant IV	38.14
30375 - Petroleum Supply Specialist	23.41
30390 - Photo-Optics Technician	27.58
30395 - Radiation Control Technician	23.41
30461 - Technical Writer I	29.04
30462 - Technical Writer II	35.52

30463 - Technical Writer III	42.97
30491 - Unexploded Ordnance (UXO) Technician I	23.19
30492 - Unexploded Ordnance (UXO) Technician II	28.06
30493 - Unexploded Ordnance (UXO) Technician III	33.63
30494 - Unexploded (UXO) Safety Escort	23.19
30495 - Unexploded (UXO) Sweep Personnel	23.19
30501 - Weather Forecaster I	21.20
30502 - Weather Forecaster II	25.78
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.80
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.06
31020 - Bus Aide	11.36
31030 - Bus Driver	16.67
31043 - Driver Courier	13.85
31260 - Parking and Lot Attendant	10.80
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.82
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	17.64
31363 - Truckdriver, Heavy	19.07
31364 - Truckdriver, Tractor-Trailer	19.07
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.68
99030 - Cashier	10.75
99050 - Desk Clerk	9.85
99095 - Embalmer	23.59
99130 - Flight Follower	23.19
99251 - Laboratory Animal Caretaker I	9.88
99252 - Laboratory Animal Caretaker II	10.73
99260 - Marketing Analyst	29.95

99310 - Mortician	23.59
99410 - Pest Controller	15.29
99510 - Photofinishing Worker	12.19
99710 - Recycling Laborer	21.19
99711 - Recycling Specialist	24.79
99730 - Refuse Collector	19.33
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	10.81
99830 - Survey Party Chief	28.28
99831 - Surveying Aide	18.77
99832 - Surveying Technician	25.72
99840 - Vending Machine Attendant	16.13
99841 - Vending Machine Repairer	20.20
99842 - Vending Machine Repairer Helper	17.37

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 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.

\*\* 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 (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 paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 U.S. Department of Labor, Wage and Hour Division, 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" 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 (See 29 CFR 4.152(c)(1)).

**\*\* 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.

## D.2 ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE

**INSTRUCTIONS:** Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List at least three (3), but no more than five (5) contracts for evaluation limited to the last five (5) years. (One contract reference per form; Form may be duplicated)

**NOTE:** If you have performed any National Cemetery Administration contracts, list them first.

### **Contractor (you) Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Contract Information:**

Name of company/agency you provided service for: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date of Award: \_\_\_\_\_

Status: Completed, Yes\_\_\_\_ No\_\_\_\_ If not completed, projected completion

Date\_\_\_\_\_ If not completed, why? \_\_\_\_\_

Were you the Prime? \_\_\_\_\_ were you the Sub? \_\_\_\_\_

### **Point of Contact Information for the company/agency you serviced:**

Name of the Contract Person & their position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Description of Supply/Service(s) provided, location & relevancy of work:**

**Complexity of Product/Service, if any:**

**Percentage of Work completed by your company/by subcontractor:** (If you did less than 100% please explain the tasks you performed.)

## 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** will be evaluated for quality, timeliness (e.g. recent), problem resolution, business relations, customer service and relevance (e.g. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the offeror's past performance will be evaluated as Neutral. The Government will research information and data bases to aid in establishing the contractor's responsibility and ability to perform the required services. The databases include but are not limited to Experian, CPARS, EPLS, VetBiz, and SBA. In addition, please provide a list with a minimum of three (3) contracts and/or subcontracts that have been held over the past five (5) years providing services similar in size, scope, and complexity. Any additional information such as letters, associations, and standards to substantiate the past performance shall be furnished by the offeror. The offeror shall provide the following information for each contract and/or subcontract:

- a) **Customer's name, address, telephone numbers of customers lead contact and technical personnel**
- b) **Contract Number**
- c) **Contract Dollar Value**
- d) **Any terminations (partial or complete) and the reason (convenience or default); and**

**(11) Technical information shall include the following:**

Technical qualifications will be evaluated to determine the extent to which contractors demonstrate a clear understanding of all features involved in the performance of the requirements identified in the Statement of Work. 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 weighted equally:

**Sub-Factor 1 – Corporate Project Experience:**

The offeror shall provide information on your company's capabilities; years in business; type and age of equipment to be used on the project; demonstrate corporate experience with no more than three (3) projects completed within the last five (5) years and/or similar in size and scope to this project as outlined in the solicitation specifically addressing projects you have completed that are similar to this request. In describing project experience, provide the following:

- (i) Project title, location, and a brief description
- (ii) Project owner, name, telephone number of owner's contact person
- (iii) Project's Prime contractor and major sub-contractors and name and telephone number of each contact person(s). NOTE: Each firm and managing person(s) (project manager/superintendent/foreman as the case may be) proposed for this project
- (iv) Project start and completion dates (original vs. actual), reasons for any delays and/or change orders
- (v) Experience in the proposed area industry market
- (vi) List number of projects currently ongoing and of that number the number that may affect this proposal and there completion date(s). NOTE: location of head office, branch office(s) and location of person with authority to sign contractual documents.

**Sub-Factor 2 – Project Personnel Experience:**

The offeror shall demonstrate the specialized experience and technical competence of the key personnel who will be assigned to this project specifically addressing projects with an emphasis on working within a National Cemetery or similar location/venue. At a minimum, this shall include both the Project Manager and on-site superintendent/foreman. In describing this criteria, provide the following:

- (i) Name of individual
- (ii) Firm employed by and/or with
- (iii) Company position and title
- (iv) Years with the company
- (v) Describe work experience with project(s) similar in scope
- (vi) Indication of which, if any, project(s) submitted under Corporate experience above, the individual participated in and what the individuals responsibility while assigned to the project(s)
- (vii) Position and/or responsibility that individual will hold in regards to the project team, description of duties and what percentage of the individual's time will be committed to this project. Describe educational background/experience, including degrees, certifications, etc. and granting institution
- (viii) Experience of local market/conditions of key personnel assigned to the project

**Sub-Factor 3 – Technical/Management Approach:**

The offeror shall demonstrate the following relevant to the subject project:

- (i) Project Delivery Philosophy including statements of commitment and conflict resolution
- (ii) Offerors' Quality Assurance and Quality Control Programs/measurements
- (iii) Capability to perform, including offeror's total bonding capacity, current available bonding capacity and projected available bonding capacity
- (iv) All potential contractors must submit proof of compliance with FAR 52.219 subcontracting standard (Written Proof)

**Sub-Factor 4 – Scheduling/Phasing:**

The offeror shall demonstrate the following:

- (i) Approach for this project, including a proposed project work schedule in a time scaled bar graph format beginning with the Notice to Proceed and concluding with contract completion. All schedule items shall show, start date and completion date, specific tasks, labor man hours and cost for each schedule item with allotted time for weather, interments, and government holidays
- (ii) Provide a written narrative plan to demonstrate understanding of the safety and phasing requirements to include documentation of site-supervisor and/or foreman completion of 10 hour OSHA training
- (iii) List subcontractors - their social economic status (i.e. Disabled Veteran, Veteran, Small, Large Business, etc.) - and percent of work they will perform; (iv) the surveyor/survey company you will be using
- (iv) All potential contractors must submit proof of compliance with FAR 52.219 subcontracting standard (Written Proof)

**Sub-Factor 5 – Registered in the System for Award Management (SAM):**

- (i) Offeror shall provide a valid SAM Registration Report showing an active/current registration date.

**Sub-Factor 6 – Registered in the Vendor Information Pages (VIP) and the Verification Case Management System (VCMS) via [www.vip.vetbiz.gov](http://www.vip.vetbiz.gov):**

- (i) Offeror shall provide a valid Service Disabled Veteran Owned Small Business (SDVOSB) active registration certificate

(12) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the



internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

(End of Provision)

## **ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)**

### **SUBMITTAL OF QUOTES / PROPOSALS:**

- i. 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>
- ii. 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.
- iii. 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, Anthony Q. Hawley at [anthony.hawley@va.gov](mailto:anthony.hawley@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.**

- iv. 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.

## PROPOSAL PACKAGE

- A. Price Schedule
- B. Technical Qualifications in a written narrative for the Government's evaluation.
- C. Three (3) Past Performance references within the last five (5) years that are similar in size and scope to this solicitation. Use the Past Performance Questionnaire. Prepare one for each reference. Additional references will not be acknowledged. Only the (3) most current past performances will be reviewed.
- D. Required representations and certifications.
- E. Acknowledgement of any amendments.

**Failure to submit all required documentation may result in your submission being determined technically unacceptable and removed from further consideration.**

## PROPOSAL FORMAT

1. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each.
2. Font size shall be no smaller than 11-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
3. Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape.
4. Line spacing shall be set at no less than single space.
5. Each paragraph shall be separated by at least one blank line.
6. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 11-point font requirement.
7. Footnotes to text shall not be added.

8. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the offeror's page limitations unless otherwise indicated in the specific volume instructions below.
9. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, **will not be** evaluated.
10. The following page limitations are applicable to this procurement:

Volume	Factor	Page Limitations
Volume I	Technical	(i) 25 pages single-sided - All potential contractors must submit proof of compliance with FAR 52.219 subcontracting standard (Written Proof)
Volume II	Past Performance	6 pages single-sided
Volume III	Price	No Limit

**A cover page and/or table of contents which are not required will be included in the page count of the Technical Volume if included in the Volume.**

**A glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume.**

**Proposal packages that do not contain all the above materials may be rejected.**

**Proposal packages that fail to include sufficient Technical, Past Performance and/or Price information for a competitive evaluation may result in the proposal being rejected and not considered.**

**Proposals that are not received completely by the time and date specified in Block 8 of the SF 1449 will be rejected and shall not be considered.**

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:

(End of Addendum to 52.212-1)

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

### **EVALUATION OF QUOTATIONS:**

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

**PRICE:** Provide a breakdown of your pricing and the pricing methodology you used in the conscription of that pricing. Include any assumptions made with your bid. Simply providing a figure will not be enough. A low price and/or pricing with no breakdown will be considered an inferior offer and deemed non responsive. The Government needs to know the method used in arriving at your figures. The lowest bidder will not necessarily get this award. This is not an

Invitation for Bid (IFB). Simply providing a price with no substantial information on pricing and/or capabilities and/or performance will result in an inferior proposal and may be considered non responsive. The Government will not consider offers that are considerably low or too high. Pricing may be compared against the IGCE or against the average mean of the offers received to arrive at a competitive range in determining too low/too high offers. Also, if a wage rate is included with this solicitation, provide the proposed wages you will be paying to compare against the wage rate. You can provide this as a range if you do not want to list direct wages. Wage rates only apply to hourly employees, not salary employees; but you cannot convert a traditionally hourly employee to a salary employee to avoid the wage rate.

**PAST PERFORMANCE:** Past Performance will be evaluated for quality, timeliness (e.g. recent), problem resolution, business relations, customer service and relevance (e.g. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the offeror's past performance will be evaluated as Neutral. The Government will research information and data bases to aid in establishing the contractor's responsibility and ability to perform the required services. The databases include but are not limited to Experian, CPARS, EPLS, VetBiz, and SBA. In addition, please provide a list with a minimum of three (3) contracts and/or subcontracts that have been held over the past five (5) years providing services similar in size, scope, and complexity. Any additional information such as letters, associations, and standards to substantiate the past performance shall be furnished by the offeror. The offeror shall provide the following information for each contract and/or subcontract:

- a) Customer's name, address, telephone numbers of customers lead contact and technical personnel
- b) Contract Number
- c) Contract Dollar Value
- d) Any terminations (partial or complete) and the reason (convenience or default)

**TECHNICAL QUALIFICATIONS:** Technical qualifications will be evaluated to determine the extent to which contractors demonstrate a clear understanding of all features involved in the performance of the requirements identified in the Statement of Work. 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 weighted equally:

**Sub-Factor 1 – Corporate Project Experience:**

The offeror shall provide information on your company's capabilities; years in business; type and age of equipment to be used on the project; demonstrate corporate experience with no more than three (3) projects completed within the last five (5) years and/or similar in size and scope to this project as outlined in the solicitation specifically addressing projects you have completed that are similar to this request. In describing project experience, provide the following:

Project title, location, and a brief description

- (vii) Project owner, name, telephone number of owner's contact person
- (viii) Project's Prime contractor and major sub-contractors and name and telephone number of each contact person(s). NOTE: Each firm and managing person(s) (project manager/superintendent/foreman as the case may be) proposed for this project
- (ix) Project start and completion dates (original vs. actual), reasons for any delays and/or change orders

- (x) Experience in the proposed area industry market
- (xi) List number of projects currently ongoing and of that number the number that may affect this proposal and there completion date(s). NOTE: location of head office, branch office(s) and location of person with authority to sign contractual documents.

**Sub-Factor 2 – Project Personnel Experience:**

The offeror shall demonstrate the specialized experience and technical competence of the key personnel who will be assigned to this project specifically addressing projects with an emphasis on working within a National Cemetery or similar location/venue. At a minimum, this shall include both the Project Manager and on-site superintendent/foreman. In describing this criteria, provide the following:

- (ix) Name of individual
- (x) Firm employed by and/or with
- (xi) Company position and title
- (xii) Years with the company
- (xiii) Describe work experience with project(s) similar in scope
- (xiv) Indication of which, if any, project(s) submitted under Corporate experience above, the individual participated in and what the individuals responsibility while assigned to the project(s)
- (xv) Position and/or responsibility that individual will hold in regards to the project team, description of duties and what percentage of the individual's time will be committed to this project. Describe educational background/experience, including degrees, certifications, etc. and granting institution
- (xvi) Experience of local market/conditions of key personnel assigned to the project

**Sub-Factor 3 – Technical/Management Approach:**

The offeror shall demonstrate the following relevant to the subject project:

- (v) Project Delivery Philosophy including statements of commitment and conflict resolution
- (vi) Offerors' Quality Assurance and Quality Control Programs/measurements
- (vii) Capability to perform, including offeror's total bonding capacity, current available bonding capacity and projected available bonding capacity

**Sub-Factor 4 – Scheduling/Phasing:**

The offeror shall demonstrate the following:

- (v) Approach for this project, including a proposed project work schedule in a time scaled bar graph format beginning with the Notice to Proceed and concluding with contract completion. All schedule items shall show, start date and completion date, specific tasks, labor man hours and cost for each schedule item with allotted time for weather, interments, and government holidays
- (vi) Provide a written narrative plan to demonstrate understanding of the safety and phasing requirements to include documentation of site-supervisor and/or foreman completion of 10 hour OSHA training

- (vii) List subcontractors - their social economic status (i.e. Disabled Veteran, Veteran, Small, Large Business, etc.) - and percent of work they will perform; (iv) the surveyor/survey company you will be using

**Sub-Factor 5 – Registered in the System for Award Management (SAM):**

- (ii) Offeror shall provide a valid SAM Registration Report showing an active/current registration date.

**Sub-Factor 6 – Registered in the Vendor Information Pages (VIP) and the Verification Case Management System (VCMS) via [www.vip.vetbiz.gov](http://www.vip.vetbiz.gov):**

Offeror shall provide a valid Service Disabled Veteran Owned Small Business (SDVOSB) active registration certificate.

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

(End of Provision)

**E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—  
COMMERCIAL ITEMS (DEC 2016)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (t) of this provision.

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Arbitral award or decision* means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Civil judgment means—*

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a

particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*DOL Guidance* means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

*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.

*Enforcement agency* means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

(1) Department of Labor Wage and Hour Division (WHD) for—

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for—

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

*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).

*Labor compliance agreement* means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

*Labor laws* means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.



(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

*Labor law decision* means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

*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 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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business

concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

\_\_\_\_\_  
 \_\_\_\_\_  
 [List as necessary]

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

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

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

Canadian End Products:

Line Item No.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.      Country of Origin

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[List as necessary]

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

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

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



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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_.

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that—

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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 unique entity identifier 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 sections 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 an 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).

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly



rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(End of Provision)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016

52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2012
52.225-5	TRADE AGREEMENTS	OCT 2016
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.237-1	SITE VISIT	APR 1984

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

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

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

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

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

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

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

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

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

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

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax

because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

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

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

(End of Provision)

**E.5 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

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

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

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

(End of Provision)

**E.6 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

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

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

- (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

## **E.8 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

## **E.9 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:

Company Name:

Company Address:

**Hand-Carried Address:**

Eric D. Washington, Sr. , Contracting Officer  
Department of Veterans Affairs (VA)  
National Cemetery Administration (NCA)  
75 Barrett Heights Road, Suite 309  
Stafford, VA 22556

**Mailing Address:**

Eric D. Washington, Sr., Contracting Officer  
Department of Veterans Affairs (VA)  
National Cemetery Administration (NCA)  
75 Barrett Heights Road, Suite 309  
Stafford, VA 22556

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

(End of Provision)

## **E.10 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)

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

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

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

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

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

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

(End of Provision)