

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 8437-000000		PAGE 1 OF 119	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-17-Q-0280	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Tene Becknell		b. TELEPHONE NO. (No Collect Calls) 540-658-7226		6. SOLICITATION ISSUE DATE 05-05-2017	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561370 SIZE STANDARD: \$7.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs FLORENCE NATIONAL CEMETERY 803 E. National Cemetery Road Florence SC 29501				16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE 43C1	
TELEPHONE NO.				DUNS:			
DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT	
23. UNIT PRICE				24. AMOUNT			
This is a SDVOSB set aside. Service Disabled Veteran Owned Business Set-Aside, Authority, 38 USC 8127(d). The contractor shall provide all supervision, labor, equipment, tools, and supplies necessary to: 1) Mow, 2) trim grass, 3) provide herbicide and fertilization, 4) provide other turf maintenance at Florence National Cemetery as specified in the solicitation and attachments. ONLY EMAILED OFFERS WILL BE ACCCEPTED. DO NOT SEND OFFERS OR QUOTES VIA FAX OR ECMS VENDOR PORTAL. All Offers must be submitted via email to Tene Becknell, Contracting Officer at tene.becknell@va.gov CONTRACTOR DUNS NO. _____ CONTRACTOR EMAIL ADDRESS: _____ CONTRACTOR PHONE NUMBER: _____ (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input checked="" type="checkbox"/>				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: <input type="checkbox"/>			
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) Tene Becknell Contracting Officer, NCA		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

(B.1) CONTRACT ADMINISTRATION DATA

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

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

a. **CONTRACTOR:**

b. **GOVERNMENT:** **Tené Tarver Becknell, Contracting Officer**
Department of Veterans Affairs
NCA Contracting Service
75 Barrett Heights Rd. Suite 309
Stafford VA 22556

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

- ☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For
Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ **Monthly, after Government acceptance**

4. 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.

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

AMENDMENT NO	DATE
A00001	May 15, 2017
A00002	May 25, 2017

5. GOVERNMENT HOLIDAYS

Holidays observed by the Federal Government (The contractor is not required to work on Federal Holidays):

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

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

6. ADDITIONAL INFORMATION FOR OFFERORS

Contract Type

This solicitation is for an Indefinite Delivery/Indefinite Quantity contract. Offeror's attention is directed to FAR Clauses 52.216-18 "Ordering" and 52.216-19 "Order Limitations", which are part of this contract.

Non-Personal Services Contract

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

FLORENCE NATIONAL CEMETERY
Solicitation No: VA786-17-Q-0280

Quote Package

(Also see Section 5.1 - 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017) – Page 83).

The Offeror's quote package should contain the following:

- 1 copy of SF1449 with completed blocks 17a & 30, and DUNS number entered in block 17a
- 1 copy of Price Quote/Quote for all items in the schedule – this should be a separate document
- 1 copy of Acknowledgement of any amendments
- 1 copy of Completed FAR Clause 52.223-3 “Hazardous Material Identification and Material Safety Data”
- 1 copy of Completed FAR Provision 52.212-3 “Certifications and Representations” or indicate whether contractor has completed the annual representations and certifications electronically at www.sam.gov
- 1 copy of Technical Bid (see FAR Provision 52.212-2 “Evaluation – Commercial Items).
- At least 3 Past Performance References – See Page 91

Submit quote packages to the issuing Contracting Office indicated in block 9 of the SF 1449. Quote packages that do not contain all the above materials will be rejected as non-responsive.

All questions pertaining to this solicitation must be submitted in writing to Ms. Tené Becknell only at tene.becknell@va.gov NLT Noon (Eastern) May 15, 2017.

To maintain procurement integrity, Florence National Cemetery staff should only be contacted during the designated site visit dates and times only. Contacts made to any Cemetery staff outside of these periods and/or prior to contract award, could result in a rejection of your Offer.

No additional written questions or inquiries will be accepted after May 15, 2017. No telephone calls please.

Site Visits

Offerors are encouraged and expected to visit and inspect the site where services are to be performed, prior to submitting their quote. FAR Provision 52.237-1 “Site Visit” is part of this solicitation. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Site visits will be conducted between:

Dates: **May 15, 2017 through May 18, 2017 ONLY**

Times: **Between the hours of 9:00 a.m. until 2:00 p.m. (Eastern) ONLY**

Location: **Florence National Cemetery - Administration Building, 803 E. National Cemetery Road, Florence SC 29506**

FLORENCE NATIONAL CEMETERY
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IMPORTANT: ALL INTERESTED BIDDERS/QUOTERS MUST CONTACT either Mr. John Zigler or Ms. Carolyn Howard at 843-669-8783 prior to set up a site visit appointment during the aforementioned site visits dates and times above. An appointment must be made in advance prior arriving at the Cemetery during these designated site visit dates/times.

**NOTE* - Potential bidders will not be allowed to conduct unscheduled site visits/tours before or after the designated solicitation site visits time frames for the duration of the pre-solicitation, solicitation, and pre-award phases through contract award.*

(B.2) TURF/LANDSCAPE MAINTENANCE PLAN - FLORENCE NATIONAL CEMETERY

GENERAL INFORMATION

THE NCA MISSION: The National Cemetery Administration (NCA) honors Veterans with a final resting place and lasting memorials that commemorate their service to our Nation. National Cemeteries are national shrines for our nation's heroes, the Veteran(s) and their family.

The standards of maintenance, appearance and operational procedures performed at national cemeteries must reflect this nation's concern for those interred there.

The **FLORENCE NATIONAL CEMETERY (NC)** is located at:

**803 East National Cemetery Road &
1001 Stockade Drive
Florence SC 29506**

PROCEDURE

A. LAWN MOWING:

Mowing lawns is one of the most important tasks performed in the National Cemeteries. Some grass cutting is performed at this facility throughout the year. However, March through October is considered the grass-cutting season at this National Cemetery. The turf type for National Cemeteries is 100 percent Centipede grass. Centipede are recommended for the climate and soil conditions for Northeast South Carolina.

1. Cutting Height: Normally lawns will be cut with the mower decks set at 2 inches. To maintain the healthiest turf, mowing heights are subject to change and may be adjusted after consultation with the Southeast District Agronomist.

2. Frequency of Mowing: Burial sections shall be cut once each week during the growing season. More frequent mowing may be needed if grass growth is excelled.

3. Mowing Gravesite Areas: Particular and continual care will be taken to protect headstones and markers from being chipped, scraped, scratched, broken, stained, or soiled during mowing operations. Power mowers will be operated no closer than 6 inches from headstones.

4. Trimming Around Headstones and Markers: Trimming the grass (or any vegetation) from around headstones and markers will be accomplished using a power trimmer equipped with a non-streaking or non-staining bumper guard through-out the calendar year. Trimmers will be held level with the ground on

headstones to prevent uneven turf around.

- B. **TREE/SHRUB MAINTENANCE**: All trees and shrubs will be pruned, fertilized and sprayed for pests as needed. Pruning for trees shall be in the fall of each year. The various landscape plants (ornamentals, trees and ground covers) are recommended for the climate and soil conditions Northeast South Carolina. Shrubs trimming and maintenance shall take place bi-weekly as needed.
- C. **SOIL TESTS**: Soil tests will be performed by the Contractor every two years. The results of these tests will be kept on file in the cemetery office and used as a reference to order the proper mixture of fertilizer, plant food and other chemicals to treat the soil and plants. Results from this testing must be provided to the Southeast District Agronomist for further review and consultation.
- D. **FERTILIZERS, PESTICIDES, HERBICIDES, AND OTHER CHEMICALS**:
The use of fertilizers, pesticides, herbicides and other horticultural chemicals are necessary in the successful development, growth and maintenance of the lawns and plants in the **FLORENCE NATIONAL CEMETERY**. However, their success is dependent on their proper application. Improper usage of horticultural chemicals can kill plants and become a safety hazard to employees and visitors to the cemetery. For this reason, the manufacturer's instructions must be rigidly followed.
1. **Federal Statutes or Regulations**: The emphasis on environmental protection, that is often times mandated by federal statutes, as well as state laws and local ordinances, makes it imperative that the Cemetery Director, COR, and the Southeast District Agronomist be immediately advised of the purchase and use of all chemical products intended for horticultural purpose.
 2. **Applying Pesticides**: Restricted and General use pesticides require a licensed contractor for all applications at this National Cemetery.
 3. **Safety Clothing Requirements During Chemical Applications**: Contracted employees using horticultural or other chemicals will follow federal and state safety regulations. Contractor staff will ensure appropriate eyewear is provided and worn protecting the eyes, skin and hands; the user should also avoid inhaling fumes and should wash thoroughly afterwards. Employees at this facility will wear rubber gloves, long sleeves, goggles to protect eyes, and mask to avoid breathing fumes.
 4. **Mixing Horticultural Chemicals**: Contractor and its staff must follow the manufacturers instructions regarding the mixing of all chemical products.
 5. **Applying Horticulture Chemicals**: A fertilizer/seed spreader is used to apply granular fertilizers and seed. A proper sized liquid sprayer will be used to apply horticultural liquid chemicals and will be thoroughly cleaned offsite afterwards.

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E. **CHEMICAL APPLICATION SCHEDULE AND RATE** *(This schedule is subject to change and is contingent upon favorable weather conditions at time of application):*

<u>JANUARY</u>
Apply fire ant granular as needed.
Spot spray with post emergence herbicide "Southern Trimec" for weeds as needed
<u>FEBRUARY</u>
Apply a pre-emergence herbicide for broadleaf weeds and crabgrass.
Spot spray with post emergence herbicide "Southern Trimec" for weeds as needed
<u>MARCH</u>
Treat for fire ants as needed.
Scout trees and shrubs for insects and disease and treat as needed.
<u>APRIL/MAY</u>
Apply fertilizer after turf is actively growing such as 15-0-15 at 290 lbs per acre
Aerify and over seed the turf if needed in April
Treat for fire ants as needed.
Apply a post-emergence herbicide from mid to late May if needed.
<u>JUNE/JULY/AUGUST</u>
Treat for fire ants as needed.
<u>SEPTEMBER</u>
Apply fall fertilizer to cemetery turf (use a 0-0-60 or equivalent).
<u>OCTOBER</u>
Apply Pre-emergent (Simazine) for Winter weeds.
<u>NOVEMBER/DECEMBER</u>
Take a soil test to help plan for next summer.
Apply a post-emergent herbicide if needed.

(B.3) STATEMENT OF WORK/SPECIFICATION

GENERAL REQUIREMENTS

The contractor shall provide all supervision, labor, equipment, tools, and supplies necessary to: 1) Mow, 2) trim grass around all installed upright headstones and 6x6 posts, stick edge all flat graves marker and string trim all roads, sidewalks, 3) provide herbicide and fertilization, 4) provide other turf maintenance to include Aeration, disease control (turf pathogen) and other pest control in order to maintain a healthy and aesthetic grounds appearance for

All activities shall be performed in accordance with all applicable Federal, State, and City laws, ordinances and regulations including, but not limited to OSHA standards.

The contractor shall be liable for any damage to sprinkler heads, infrastructure or buildings, service roads, headstone markers, monuments, trees, shrubs, Cemetery turf (if damage is caused by the Contractor), service roads and any other structures within the cemetery enclosure caused by contractor personnel arising out of or resulting from performance or negligence under contract. Repairs and/or replacement of any of the aforementioned shall be provided at the Contractor's expense. All damages must be reported to the COR immediately.

All work shall be performed during the normal working hours (8:00 a.m. to 4:30 p.m.), Monday through Friday, except with the written permission of the COR(s).

In the event climate or weather conditions become unsuitable for work or may induce an environmental hazard, the entire work shall be rescheduled to a date and time satisfactory to the contractor, COR, and Cemetery Management. Postponement due to climate or weather conditions shall not be cause for penalties to the Contractor nor additional costs to the Government.

The Contractor shall phase all work in such a manner as not to impact on or interfere with cemetery operations. Contractor shall cease work within 100 yards of any committal service in progress while performing under the contract. Contractor and contractor's employees shall cease work upon arrival of the funeral party at the committal shelter and shall not start back to work until the funeral service is completed while performing under the contract. The COR may direct and arrange the contractor's performance in specific areas of the cemetery to coordinate with the cemetery's mowing operations and/or committal services.

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The contractor shall provide a “Site Manager” (Supervisor, Foreman, or Work Leader) to be at the work site for not less than eight (8) hours a day whenever work is being performed - other than trash and debris pick-up.

The “Site Manager” must have not less than five (5) years’ experience as a direct supervisor of employees supervising and performing all tasks set forth in the scope of work and must provide a statement of qualifications with the quote. The contractor shall furnish a copy of the specifications contained in this contract to the site manager to ensure complete familiarity with the requirements stated herein.

The “Site Manager” shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained. At all times when any performance of the work at the site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall always have the “Site Manager” present who has the capability of receiving instructions in the English language, fluently speaking the English language, and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding.

Contractor's employees shall wear all required safety equipment such as, but not limited to, goggles or face shield, hearing protection, hard hats, respirators, if required, and uniforms identifying them as an employee of the contractor. The contractor shall be responsible for training and safety precautions prescribed by OSHA standards.

The contractor and contractor's employees shall observe all traffic, parking, directional signs and regulations when using the cemetery roadways. Contractors and contractor employees shall park only on cemetery roads or area as directed by the Cemetery Director or his/her representative. At no time shall the contractor’s vehicles block any roads within the cemetery enclosure. Vehicles shall never be parked on a gravesite.

The contractor agrees to leave all work areas free of debris and in the same condition as before the work commenced. The contractor agrees to take all necessary precautions to protect vegetation, as appropriate, in the immediate work area(s).

GROUNDS MAINTENANCE SERVICE STANDARD

**(*SEE ALSO ATTACHED NATIONAL CEMETERY ADMINISTRATION (NCA)
OPERATIONAL STANDARDS GUIDE*)**

All work performed under this section and the General Requirements section shall meet a standard similar to a high quality commercial lawn under professional lawn care maintenance.

SCOPE/NCA Standards and Measurements:

- (1) Standard 2.1: Visually prominent areas have a well-established, healthy stand of turf.
 - (a) Measure 2.1a: Visually prominent areas are generally weed free.
 - (b) Measure 2.1b: Visually prominent areas with established turf is generally free of bare areas, there shall be no signs of “grass burns” caused by improper use of equipment.
 - (c) Measure 2.1c: Turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type and region according to the Cemetery Grounds Management Plan. Optimally, the height is no more than half an inch above that range.

- (2) Standard 2.6: Visually prominent areas in the cemetery are properly trimmed and edged.
 - (a) Measure 2.6a: Headstones show turf trimmed to the recommended mowing height. There shall be no signs of turf being scalped by string trimmers.
 - (b) Requirement 2.6c: Other features on cemetery grounds are trimmed or edged within appropriate limits.

- (3) The Contractor shall be responsible for mowing, trimming and edging all areas required to meet these standards as specified by the COR. Areas required to meet these standards include:

BURIAL AREAS: All burial sections of established turf within occupied gravesite areas. All developed land, including turf, walks, beds, planter beds, drainage ditches, and tree/shrubs within and directly surrounding the burial areas.

For newly seeded/sodded areas, newly buried gravesites, second interment gravesites, and repaired gravesite locations, Contractor shall defer to the COR for guidance on anticipated established turf period determinations and when mowing in these areas can commence.

Additionally, these newly seeded areas must be hand mowed until it is fully established to the point where it shall not be damaged by riding mowers.

SPECIALTY AREAS: High visibility areas, specifically: Main Entrances, Public Information Assembly Areas; Flag Pole Areas; Committal Shelters; Administration Building grounds, Maintenance Building grounds, Rostrum; and all Developed Land, including but not all inclusive of turf, walks, beds, planter beds, drainage ditches, tree/shrub, roads, and areas within and directly surrounding the specialty areas.

NON BURIAL AREAS: Unoccupied burial sections including Memorial Headstone sections and areas in front of and between these sections; and (2) All Developed Land to borders and wetlands, including drainage ditches, tree/shrub.

EQUIPMENT:

Riding mowers may be used provided that they are not operated within six (6) inches of headstones, markers, monuments, tree trunks or other vertical surfaces.

Commercial grade power trimmers with guards/guides, power edgers shall be used to trim grass from around headstones, monuments, markers, etc.

Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are properly cut- - not torn or damaged. Cutting heights of all mowing equipment shall be set according to heights specified below. The height of grass is what is measured to get correct cutting height.

All mowers must have mulching decks with mulching blades.

All equipment must meet applicable Occupational Safety and Health Administration (OSHA) regulations.

MOWING

The contractor shall begin mowing at start of contract when directed by the COR(s) and continue throughout entire growing season with the final mowing occurring as seasonal growth has ceased ending in the fall as directed by the COR(s).

The contractor shall meet the proper maintenance requirements and cutting height of the turf grass species for Centipede grasses (1-2 inches). Mowing shall be done a minimum of once a week during growing season, which is March through November. The growing season may require mowing twice weekly. Mowing should be performed often enough so that no more than 1/3 of leafage is removed at any one mowing.

During dormant periods, mowing shall be done as necessary to maintain National Cemetery Standards. Turf in burial and public areas shall 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 Centipede turf should be between 1 inch and 2 inches.

Grass is trimmed on borders. If any mowing event results in clumps of grass clippings lying on the turf grass, the Contractor shall immediately remove or disperse those clippings so that the clumps are no longer visible. 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 headstones, flat markers, monuments, sidewalks or at public visitor areas such as at the Administration Building, Committal Shelter, or Public Information Center areas shall be removed at same time mowing work is occurring. Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear providing a cleaner cut.

****SPECIAL NOTE****

Contractor shall clean all mowing and trimming equipment before starting work between the North and South Sites of the cemetery. This will minimize the possibilities of the spreading of extremely contagious weed/pest contaminants to cemetery turf. The Contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc., while performing mowing services.

The Contractor shall remove and replace all floral or commemorative items, etc. to their proper place while performing mowing services.

All mowing around trees is to be accomplished in a manner that prevents “ringing pattern” around the tree and associated damage to turf. In all areas, the contractor shall vary mower wheel width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.

STRING TRIMMING/STICK EDGING AROUND HEADSTONES/MARKERS, ROADS AND SIDEWALKS

The Contractor shall trim and/or edge all standard turfgrass areas that cannot be maintained by traditional mowing equipment. Trimming and/or edging shall be accomplished with hand held devices that will cut the grass at the same height as the

mowed areas. Trimmers shall be kept level to prevent scalping between and around headstones. The required operation frequency will be determined by the COR(s).

Trimming and/or edging shall occur around all individual upright headstones, flat granite markers, 3x3 markers, 6x6 posts, tree wells, flower beds, shrub beds, inside and outside cemetery grounds, along all fence lines and at other vertical turf/structure interfaces located on the cemetery, and at all other locations of grass area that cannot be maintained between 1 inch and 2 inches of height through use of traditional mowing equipment.

Care and maintenance of shrubs: shrubs shall be trimmed monthly during summer months/growing season. Shrub trimmings shall be removed and area shall be kept free of shrub trimmings and any other debris. Use vertical blade type trimmers to cleanly trim edges around all flat granite ground markers. Use stringline type trimmers for all other trimming operations. Care shall be taken to avoid contact with headstones, markers, monuments, building walls, trees, shrubs, flowers, any other desirable plant materials, etc. or any other structure than can be damaged by contact with the trimming device's cutting instrument.

Any clippings/stains on headstones, markers, monuments, walkways (inside and out), roadways, or at public visitor areas (such as the Administration Building, Rostrum, or Committal Shelter areas) shall be removed at same time trimming work is occurring. All discarded trimmer strings shall be removed from the grounds after trimming operations are complete. COR will conduct random inspections of edging weekly. Extra care shall be exercised in trimming and/or edging operations when visitors are in the vicinity of operations.

CURB AND SIDEWALK EDGING

The Contractor shall maintain a vegetation free edge approximately one-half inch wide and one inch deep along all streets, curbs, driveways, walkways, and sidewalks throughout the cemetery. This operation shall be conducted to maintain the manicured appearance desired. The required operation frequency will be determined by the COR(s). Any edgings deposited on sidewalks, or at public visitor areas such as the Administration Building, Rostrum, Committal Shelter areas shall be removed at same time edging work is occurring.

LAWN MAINTENANCE: FERTILIZING, HERBICIDES AND OTHER PEST CONTROL

Contractor shall be responsible for maintaining the established turf area of the cemetery in a healthy condition by proper application of fertilizers, chemicals (to control weeds, pests, disease, etc.) and to include lime (if soil tests indicate it as needed). Approximately 27.0 acres of turf shall be treated.

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The intent of the work is to maintain a well-established, healthy stand of turf throughout the cemetery, which is generally weed free and generally free of bare areas. Turf area at the Florence Cemetery covers approximately 27 acres. All lawn area is to be treated. This shall include all lawn areas within the cemetery enclosure which will be all burial sections as well as all non-burial areas. All turf within the fenced and brick wall perimeter of the cemetery shall be treated. Cemetery management will provide the contractor a map showing this area.

All work to be accomplished in accordance with guidelines established by Federal, State and local ordinances, and the Contractor's procedure manual and quality control manual. Contractor shall conform to all regulations for examining and licensing of herbicide control operators, performance of herbicide control; use of approved herbicide control fertilization while working at **FLORENCE NATIONAL CEMETERY**. All herbicide management service shall be accomplished to meet the guidelines as shown in the National Herbicide Control Association's good practice.

Contractor to furnish the Contracting Officer and Cemetery Management a copy of Certification of Herbicide/Fertilization applicator operator prior to performing tasks at the **FLORENCE NATIONAL CEMETERY** complex.

CERTIFICATION REPORTING

The contractor shall be responsible for supplying, completing and submitting all reports required each week or as requested by the COR in accordance with Federal, State and/or local ordinances pertaining to any duties in the contract. Inspections to determine type of weed control management will also be required at the discretion of the COR.

The contractor shall be required to furnish Cemetery Management, prior to applications of herbicides and fertilizers, the trade names (if any), and chemical names of the chemicals and fertilizers proposed for use and label showing the contents, the use strength of the chemical and fertilizers that applies and the antidote thereto. Contractor shall furnish the same information each time the chemicals, fertilizers, or products are used at the **FLORENCE NATIONAL CEMETERY**.

Herbicide control shall include, but it is not limited to the following weeds: Dandelion, Chickweed, Buttonweed, Knotweed, Purslane, Plantain, Clover, Ground Ivy, Violets, Onions, Crabgrass and any other Broadleaf, Stubborn, or Grassy weeds found during inspections.

Contractor to perform evaluation of weed control measures through follow-up inspections. Actively growing weeds present two weeks post application shall be retreated at contractor's expense. The contractor shall respond with a corrective action plan within 3 days of

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notification by the Contracting Officer's Representative (COR) of any unsatisfactory results from weed control application.

Unless precluded by inclement weather, the corrective action plan shall be completed within 7 days following plan submission.

- a. Chemicals used for this contract shall be safe for use around cemetery employees and the general public as well as labeled for South Carolina.
- b. The contractor shall be responsible for taking all precautions to prevent damage to the cemetery in any manner, including headstones, markers, monuments, flower beds, trees and other structures during application operations.
- c. Fertilizer: shall be applied based on the results and recommendations of a soil test for each section. The soil test will be conducted by the **FLORENCE NATIONAL CEMETERY** Director with copies going to the Contractor. A complete fertilizer shall be applied 3 times each year, unless local practice indicates a more favorable time. Only 40% slow release shall be used.
- d. Lime: When soil tests indicate a need for lime, it shall be applied at the rate indicated in those tests. Time of application shall be in late fall or early winter, unless local practice indicates more favorable time.
- e. Weed and Insect Control: All weed growth and insects shall be controlled by means of spray/granular broadcast or any other method approved by the COR(s). All personnel using such sprays shall be properly trained and the person in charge shall be duly licensed by the State of South Carolina to use pesticides. Treatment for weeds shall be accomplished to maximize herbicide effectiveness.
- f. Control of Fire Ants and other Pest: Contractor shall apply necessary chemical applications to control fire ants and/or other pest.
- g. Contractor shall notify the Director, **FLORENCE NATIONAL CEMETERY**, 48 hours prior to any of the above applications. This is to insure that coordination can be made so that the treatments do not conflict with any interment or cemetery maintenance activity.

Disposal of Hazardous Wastes: The contractor shall not dispose of any excess herbicide containers or other materials contaminated by herbicides at any location on the cemetery premises except as authorized by the Cemetery Director.

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No weed control or equipment shall be stored or kept at the cemetery grounds when the contractor's operator is not working without written approval of the Cemetery Director.

4.9 The following Six (6) herbicide applications shall be made during each contract year and each application. These six (6) jobs are as follows:

JANUARY: Spot spray with post emergence herbicide "Southern Trimec" for weed control as needed.

FEBRUARY: Apply pre-emergence herbicide for broadleaf weeds, crabgrass, weed control AND spot spray with post emergency herbicide "Southern Trimec" for weeds as needed.

APRIL/MAY: Apply a post-emergence herbicide from mid to late May as needed.

JUNE: Apply pre-emergent weed control.

JULY/AUGUST: Apply broadleaf weed control.

OCTOBER: Apply Pre-emergent herbicide "Simazine" for winter weeds.

NOVEMBER/DECEMBER: Apply broadleaf weed control and a post-emergent herbicide if needed.

CONTRACTOR DUTIES AND RESPONSIBILITIES:

Site Manager: A "Site Manager" shall be provided by the Contractor for not less than eight (8) hours a day whenever work is being performed - other than trash and debris pick-up. The "Site Manager" must have not less than five (5) years' experience as a direct supervisor of employees supervising and performing all tasks set forth in the scope of work and must provide a statement of qualifications with the quote.

The "Site Manager" shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.

In the absence of the Contracting Officer's Representative (COR), the Contractor shall meet with the Alternate COR (if designated) or the Cemetery's Director. The COR(s) and/or Cemetery Director's names and contact information for this contract will be provided upon the award of the contract.

Invoices shall reference the appropriate purchase order number and be sent to the designated address for certification and payment processing. Contractor must submit all

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invoices electronically via the Financial Management Systems (FMS) Tungsten OB10 system.

Contractor shall be responsible for the storage and maintenance of their equipment OFFSITE. There are no equipment storage facilities for Contractors on the Florence NC grounds.

CONTRACTOR-FURNISHED ITEMS:

The contractor is responsible for supplying all equipment, personnel, tools, supplies and materials to perform these services.

Contractor-furnished items necessary to perform work as required under this contract shall be provided, maintained in good operating condition and operated by the Contractor and shall be consistent and fully compliant with all applicable Federal, State, County, City laws, ordinances and regulations (including OSHA).

Materials and supplies procured for the performance of the contract by the contractor shall be consistent and fully compliant with all applicable Federal, State, County, and City laws, ordinances and regulations.

The contractor is responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract.

Repairs to contractor provided equipment, other than repairs that can be completed within one hour, shall not be done on site. The Contractor is to insure that there are no major fluid leaks that would stain the road or kill or stain the turf. The Contractor is required to clean up any leak stains which may include replacing the turf. Repairs shall not be made on site of Contractor employee vehicles. Cleaning of equipment shall not be performed on CEM premises.

The Contractor is responsible for ensuring that all of his/her motor vehicles and equipment meet State of South Carolina inspection, safety, licensing, registration, and insurance requirements.

When the Contractor requires water to perform these services, the Contractor shall provide and maintain at his/her expense. Contractor is required to establish a separate water utility account (must be separate from the FLORENCE NATIONAL CEMETERY) or meter rental account with the City immediately upon contract award.

In the event of work that requires electrical usage, Contractor shall provide their own electrical generator.

Portable Chemical Toilets: The Contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc.

Portable toilet facilities will be located in the COR designated Contractor staging area only. It is not permissible to locate portable toilet facilities in any other locations throughout the cemetery. Use of the permanent Cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract.

The contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR(S). The Government shall not provide receptacles for disposal of debris as a result of the services provided under this contract.

CONDUCT:

Contractor personnel shall adhere to the following standards of dress, conduct, guidance and training while performing work in the national cemetery. It shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the performance of the contract.

Contractor personnel shall be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments that have a message, slogan or printing of any kind other than the contractor's business attire are prohibited. If caps are worn, they must be free of any questionable message or design. Other clothing in question shall require Cemetery Management's written approval.

Contractor's personnel shall not engage in loud or boisterous behavior or use profane or abusive language or play radios and/or electronic games/devices, smoke or chew tobacco products, except at designated work areas, during the performance of this contract. Due to the sensitive mission of the cemetery, contractor employees may come into daily contact with grieving individuals, therefore contractor employees shall exercise and exhibit absolute decorum, courtesy and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitor shall be politely referred to cemetery staff. Gratuities of any kind are strictly prohibited.

Contractor personnel shall consume food and beverages only within areas designated by the COR(s). Use or sale of intoxicating beverages and/or drugs is strictly prohibited.

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Contractor personnel shall take breaks/rest periods and lunch breaks at areas designated by the COR(s), not in the field. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

National cemeteries are National shrines; contractor personnel appearance and conduct shall be professional and unobtrusive at all times. Questions from cemetery visitors shall be politely referred or directed to cemetery personnel.

OTHER REQUIREMENTS:

The contractor shall phase all work in such a manner as not to impact on or interfere with cemetery operations. Contractor shall cease work within 100 yards of any committal service in progress while performing under the contract. The COR may direct and arrange the contractor's performance in specific areas of the cemetery to coordinate with the cemetery's mowing operations. The contractor shall advise the foreman of work accomplished at the end of each work day and coordinate the following day's schedule of trimming.

A list of scheduled ceremonies will be provided the week prior to the event, and a list of scheduled funerals will be provided the day prior to the service. The Contractor is solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised.

The Contractor is responsible for maintaining a schedule of all such upcoming events and when in doubt, he/she must ask the COR and/or Cemetery Director. The Contractor shall meet with the COR/Cemetery Director at the end of each day to determine work completed and ensure that work is on schedule.

The only designated smoking area for the **FLORENCE NATIONAL CEMETERY** will be designated by the COR(s). All other areas are designated as NO SMOKING.

SAFETY: Any actions of the Contractor, must meet all safety requirements of FLORENCE NATIONAL CEMETERY's Safety Officer, Department of Veterans Affairs, OSHA, and the State of South Carolina. It is incumbent upon the Contractor to be familiar with these requirements.

Copies of all referenced safety standards may be reviewed by contacting the **FLORENCE NATIONAL CEMETERY** Safety Officer. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer of **FLORENCE NATIONAL CEMETERY**.

**NOTE: ANY VIOLATION OF ANY OF THE ABOVE LISTED, MAY RESULT IN THE
TERMINATION OF THIS CONTRACT WITH POSSIBLE REPERCUSSIONS COSTS
INCURRED, DEBARMENT, OR FINE.**

(B.4) SUPPLIES OR SERVICES & PRICES / COSTS

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The period of performance is from **Date of Award through June 30, 2018**, with four (4) one (1) year renewal options through **June 30, 2022**, if exercised.

***CLINS Note**:* First interment burials (upright headstones) may increase in quantity at an approximate average of 3% per year. The Flat Marker section of this Cemetery is closed and will not increase in burial size for the Base Year and all applicable Options.

BASE YEAR: Date of Award (2017) – June 30, 2018

<u>CLIN</u>	<u>Description</u>	<u>EST QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
0001	**Upright Headstone String Trimming (Approx. 12,500 headstones, weekly up to 52 weeks)	52	WK		
0002	**Flat Marker Stick Edge (Approx. 224 flat stones, weekly up to 52 weeks)	52	WK		
0003	Edge Trimming Approximately 9000 Linear Footage of Roadway and Sidewalks, (weekly up to 52 weeks)	52	WK		
0004	Turf Maintenance: Mowing, (weekly up to 52 weeks)	52	WK		
0005	Turf Maintenance: Fertilization Applications; Annual Soil samples (approximately 27 acres – up to 10 applications)	10	EA		
0005(a)	Turf Maintenance: Lime Application (if required by soil testing, approximately 27 acres up to 10 applications)	10	EA		
0006	Fire Ant Control as required.(approximately 27 acres up to 6 applications annually)	6	EA		
0007	Turf Maintenance: Aeration (approximately 27 acres up to 2 applications annually)	2	EA		
0008	Turf Maintenance: Other Pest and Disease Control as required (approximately 27 acres up to 6 applications annually)	6	EA		
0009	Turf Maintenance: Pre and Post emergent Herbicide application (approximately 27 acres up to 6 applications annually).	6	EA		
		Total Price, Base Year:			

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OPTION YEAR I : July 1, 2018 – June 30, 2019

<u>CLIN</u>	<u>Description</u>	<u>EST QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1001	**Upright Headstone String Trimming (Weekly up to 52 weeks)	52	WK		
1002	**Flat Marker Stick Edge (Approx. 224 flat stones, weekly up to 52 weeks)	52	WK		
1003	Edge Trimming Approximately 9000 Linear Footage of Roadway and Sidewalks, (weekly up to 52 weeks)	52	WK		
1004	Turf Maintenance: Mowing, (weekly up to 52 weeks)	52	WK		
1005	Turf Maintenance: Fertilization Applications; Annual Soil samples (approximately 27 acres – up to 10 applications)	10	EA		
1005(a)	Turf Maintenance: Lime Application (if required by soil testing, approximately 27 acres up to 10 applications)	10	EA		
1006	Fire Ant Control as required.(approximately 27 acres up to 6 applications annually)	6	EA		
1007	Turf Maintenance: Aeration (approximately 27 acres up to 2 applications annually)	2	EA		
1008	Turf Maintenance: Other Pest and Disease Control as required (approximately 27 acres up to 6 applications annually)	6	EA		
1009	Turf Maintenance: Pre and Post emergent Herbicide application (approximately 27 acres up to 6 applications annually).	6	EA		
		Total Price, Option Year #1:			

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OPTION YEAR II : July 1, 2019 – June 30, 2020

<u>CLIN</u>	<u>Description</u>	<u>EST QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
2001	**Upright Headstone String Trimming (Weekly up to 52 weeks)	52	WK		
2002	**Flat Marker Stick Edge (Approx. 224 flat stones, weekly up to 52 weeks)	52	WK		
2003	Edge Trimming Approximately 9000 Linear Footage of Roadway and Sidewalks, (weekly up to 52 weeks)	52	WK		
2004	Turf Maintenance: Mowing, (weekly up to 52 weeks)	52	WK		
2005	Turf Maintenance: Fertilization Applications; Annual Soil samples (approximately 27 acres – up to 10 applications)	10	EA		
2005(a)	Turf Maintenance: Lime Application (if required by soil testing, approximately 27 acres up to 10 applications)	10	EA		
2006	Fire Ant Control as required.(approximately 27 acres up to 6 applications annually)	6	EA		
2007	Turf Maintenance: Aeration (approximately 27 acres up to 2 applications annually)	2	EA		
2008	Turf Maintenance: Other Pest and Disease Control as required (approximately 27 acres up to 6 applications annually)	6	EA		
2009	Turf Maintenance: Pre and Post emergent Herbicide application (approximately 27 acres up to 6 applications annually).	6	EA		
		Total Price, Option Year #2:			

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OPTION YEAR III : July 1, 2020 – June 30, 2021

<u>CLIN</u>	<u>Description</u>	<u>EST QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
3001	**Upright Headstone String Trimming (Weekly up to 52 weeks)	52	WK		
3002	**Flat Marker Stick Edge (Approx. 224 flat stones, weekly up to 52 weeks)	52	WK		
3003	Edge Trimming Approximately 9000 Linear Footage of Roadway and Sidewalks, (weekly up to 52 weeks)	52	WK		
3004	Turf Maintenance: Mowing, (weekly up to 52 weeks)	52	WK		
3005	Turf Maintenance: Fertilization Applications; Annual Soil samples (approximately 27 acres – up to 10 applications)	10	EA		
3005(a)	Turf Maintenance: Lime Application (if required by soil testing, approximately 27 acres up to 10 applications)	10	EA		
3006	Fire Ant Control as required.(approximately 27 acres up to 6 applications annually)	6	EA		
3007	Turf Maintenance: Aeration (approximately 27 acres up to 2 applications annually)	2	EA		
3008	Turf Maintenance: Other Pest and Disease Control as required (approximately 27 acres up to 6 applications annually)	6	EA		
3009	Turf Maintenance: Pre and Post emergent Herbicide application (approximately 27 acres up to 6 applications annually).	6	EA		
		Total Price, Option Year #3:			

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OPTION YEAR V : July 1, 2021 – June 30, 2022

<u>CLIN</u>	<u>Description</u>	<u>EST QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
4001	**Upright Headstone String Trimming (Weekly up to 52 weeks)	52	WK		
4002	**Flat Marker Stick Edge (Approx. 224 flat stones, weekly up to 52 weeks)	52	WK		
4003	Edge Trimming Approximately 9000 Linear Footage of Roadway and Sidewalks, (weekly up to 52 weeks)	52	WK		
4004	Turf Maintenance: Mowing, (weekly up to 52 weeks)	52	WK		
4005	Turf Maintenance: Fertilization Applications; Annual Soil samples (approximately 27 acres – up to 10 applications)	10	EA		
4005(a)	Turf Maintenance: Lime Application (if required by soil testing, approximately 27 acres up to 10 applications)	10	EA		
4006	Fire Ant Control as required.(approximately 27 acres up to 6 applications annually)	6	EA		
4007	Turf Maintenance: Aeration (approximately 27 acres up to 2 applications annually)	2	EA		
4008	Turf Maintenance: Other Pest and Disease Control as required (approximately 27 acres up to 6 applications annually)	6	EA		
4009	Turf Maintenance: Pre and Post emergent Herbicide application (approximately 27 acres up to 6 applications annually).	6	EA		
		Total Price, Option Year #4:			
	SUBTOTAL OPTION YEAR #1				
	SUBTOTAL OPTION YEAR #2				
	SUBTOTAL OPTION YEAR #3				

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SUBTOTAL OPTION YEAR #4	
TOTAL AGGREGATE BASE PLUS ALL OPTIONS	

***CLINS Note**: First interment burials (upright headstones) may increase in quantity at an approximate average of 3% per year. The Flat Marker section of this Cemetery is closed and will not increase in burial size for the Base Year and all applicable Options.*

All Option Years are subject to the availability of appropriated funds; options are not guaranteed, and the Government's decision not to exercise an option shall not be understood, construed, or intended as a termination.

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SECTION C - CONTRACT CLAUSES

DIGNITY CLAUSE

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

1. Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.
 - a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them.
 - b. No tools, equipment or other items will be placed or leaned on headstones or markers.
 - c. Use care not to scratch or damage markers in any manner.
 - 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 (e.g., casket or urn), or outer burial container, the contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.
2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.
3. The contractor is required to discuss the guidance with employees and/or subcontractors and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

(End of Clause)

(C.1) 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

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

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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.*

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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, 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.

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(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 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.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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(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.

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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).

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

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

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

(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)

Alternate I (Jan 2017) When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including

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the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

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(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

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- (A) Performed by the contractor;
- (B) Performed by the subcontractors; or
- (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
- (D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and
- (E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

- (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
- (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

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(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

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(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) *Indirect Costs (Material handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all

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obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

- (i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
 - (A) The original timecards (paper-based or electronic);
 - (B) The Contractor's timekeeping procedures;
 - (C) Contractor records that show the distribution of labor between jobs or

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contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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 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.

(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, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

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(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 in a timely manner;

(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 FAR 32.60702).

(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.

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(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

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

(10) *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,

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payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, 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.

(End of Clause)

(C.2) 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1st through September 30th through the duration of this contract.

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

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

(End of Clause)

(C.3) 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one (1), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 52 weeks/10 applications.

(2) Any order for a combination of items in excess of 52 weeks/10 applications or

(3) A series of orders from the same ordering office within ____15__ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(C.4) 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30

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calendar days.

(End of Clause)

(C.5) 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 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 and 6 months, if extended.

(End of Clause)

(C.6) 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

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(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of Clause)

(C.7) 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph

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(d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

(C.8) 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—

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- (1) For such period as the laws of the State in which this contract is to be performed prescribe;
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of Clause)

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

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

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

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

(End of Clause)

(C.10) 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

(C.11) 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.12) 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.

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(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.13) 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:

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(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.14) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER	APR 2014

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	RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-16	PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION	NOV 2006
52.232-17	INTEREST	MAY 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.246-71	INSPECTION	JAN 2008

**(C.15) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN
2017)**

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

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(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.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(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 (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

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

(x) 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.

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

(xii) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 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.)

(xiv) 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)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

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

(xvii) 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)(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.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

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

(xx) 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.

(xxi) 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

ATTACHMENT (D1)

WAGE DETERMINATION - U. S. DEPARTMENT OF LABOR WAGE DETERMINATION:

Wage Determination No.: 2015-4431

Revision No.: 2

Date Of Revision: 12/30/2016

ATTACHMENT (D2) QUALITY ASSURANCE PLAN

ATTACHMENT (D3) SITE MAP

ATTACHMENT (D4) – NCA/National Shrine Commitment Operational Standards Guide

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(D.1) DEPARTMENT OF LABOR - WAGE DETERMINATION

WD 15-4431 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4431
Revision No.: 2
Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: South Carolina

Area: South Carolina Counties of Darlington, Florence

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.68
01012 - Accounting Clerk II		14.23
01013 - Accounting Clerk III		15.93
01020 - Administrative Assistant		20.34
01035 - Court Reporter		15.38
01041 - Customer Service Representative I		11.15
01042 - Customer Service Representative II		12.54
01043 - Customer Service Representative III		13.68
01051 - Data Entry Operator I		11.48
01052 - Data Entry Operator II		12.53
01060 - Dispatcher, Motor Vehicle		16.03
01070 - Document Preparation Clerk		12.24
01090 - Duplicating Machine Operator		12.24
01111 - General Clerk I		10.82
01112 - General Clerk II		11.81
01113 - General Clerk III		13.25
01120 - Housing Referral Assistant		17.14
01141 - Messenger Courier		11.46
01191 - Order Clerk I		12.67
01192 - Order Clerk II		13.84
01261 - Personnel Assistant (Employment) I		14.91
01262 - Personnel Assistant (Employment) II		16.69
01263 - Personnel Assistant (Employment) III		18.59
01270 - Production Control Clerk		22.47
01290 - Rental Clerk		12.36
01300 - Scheduler, Maintenance		13.74
01311 - Secretary I		13.74
01312 - Secretary II		15.38
01313 - Secretary III		17.14
01320 - Service Order Dispatcher		14.32
01410 - Supply Technician		20.34
01420 - Survey Worker		12.09
01460 - Switchboard Operator/Receptionist		11.17
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		13.11
01533 - Travel Clerk III		13.94
01611 - Word Processor I		12.24
01612 - Word Processor II		13.74

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01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.26
05010 - Automotive Electrician	14.72
05040 - Automotive Glass Installer	13.36
05070 - Automotive Worker	13.36
05110 - Mobile Equipment Servicer	11.57
05130 - Motor Equipment Metal Mechanic	15.03
05160 - Motor Equipment Metal Worker	13.36
05190 - Motor Vehicle Mechanic	15.03
05220 - Motor Vehicle Mechanic Helper	10.82
05250 - Motor Vehicle Upholstery Worker	13.16
05280 - Motor Vehicle Wrecker	13.36
05310 - Painter, Automotive	13.91
05340 - Radiator Repair Specialist	13.36
05370 - Tire Repairer	8.26
05400 - Transmission Repair Specialist	15.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.93
07041 - Cook I	10.18
07042 - Cook II	11.72
07070 - Dishwasher	8.42
07130 - Food Service Worker	8.99
07210 - Meat Cutter	14.27
07260 - Waiter/Waitress	8.63
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.69
09040 - Furniture Handler	10.59
09080 - Furniture Refinisher	16.64
09090 - Furniture Refinisher Helper	12.58
09110 - Furniture Repairer, Minor	14.60
09130 - Upholsterer	16.64
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.52
11060 - Elevator Operator	9.89
11090 - Gardener	12.60
11122 - Housekeeping Aide	9.53
11150 - Janitor	9.89
11210 - Laborer, Grounds Maintenance	9.79
11240 - Maid or Houseman	8.51
11260 - Pruner	8.84
11270 - Tractor Operator	11.64
11330 - Trail Maintenance Worker	9.79
11360 - Window Cleaner	10.95
12000 - Health Occupations	
12010 - Ambulance Driver	15.35
12011 - Breath Alcohol Technician	16.42
12012 - Certified Occupational Therapist Assistant	26.22
12015 - Certified Physical Therapist Assistant	28.84
12020 - Dental Assistant	15.14
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.46
12035 - Electroneurodiagnostic Technologist	23.46
12040 - Emergency Medical Technician	15.34
12071 - Licensed Practical Nurse I	14.67
12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.30
12100 - Medical Assistant	13.09
12130 - Medical Laboratory Technician	16.79
12160 - Medical Record Clerk	14.93
12190 - Medical Record Technician	16.71
12195 - Medical Transcriptionist	16.63
12210 - Nuclear Medicine Technologist	36.08
12221 - Nursing Assistant I	10.07
12222 - Nursing Assistant II	11.32
12223 - Nursing Assistant III	12.35
12224 - Nursing Assistant IV	13.86
12235 - Optical Dispenser	17.62
12236 - Optical Technician	14.67
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.90

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12305 - Radiologic Technologist	25.38
12311 - Registered Nurse I	22.68
12312 - Registered Nurse II	27.75
12313 - Registered Nurse II, Specialist	27.75
12314 - Registered Nurse III	33.57
12315 - Registered Nurse III, Anesthetist	33.57
12316 - Registered Nurse IV	40.23
12317 - Scheduler (Drug and Alcohol Testing)	20.34
12320 - Substance Abuse Treatment Counselor	21.00
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.85
13012 - Exhibits Specialist II	22.11
13013 - Exhibits Specialist III	27.04
13041 - Illustrator I	17.85
13042 - Illustrator II	22.11
13043 - Illustrator III	27.04
13047 - Librarian	24.48
13050 - Library Aide/Clerk	11.91
13054 - Library Information Technology Systems Administrator	22.11
13058 - Library Technician	14.81
13061 - Media Specialist I	15.95
13062 - Media Specialist II	17.85
13063 - Media Specialist III	19.89
13071 - Photographer I	15.95
13072 - Photographer II	17.85
13073 - Photographer III	22.11
13074 - Photographer IV	27.04
13075 - Photographer V	32.72
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.95
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.75
14042 - Computer Operator II	16.50
14043 - Computer Operator III	19.69
14044 - Computer Operator IV	21.64
14045 - Computer Operator V	23.96
14071 - Computer Programmer I	(see 1) 18.51
14072 - Computer Programmer II	(see 1) 22.92
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	14.75
14160 - Personal Computer Support Technician	21.64
14170 - System Support Specialist	28.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	39.04
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	31.31
15070 - Flight Instructor (Pilot)	39.04
15080 - Graphic Artist	22.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	40.06
15086 - Maintenance Test Pilot, Rotary Wing	40.06
15088 - Non-Maintenance Test/Co-Pilot	40.06
15090 - Technical Instructor	22.45
15095 - Technical Instructor/Course Developer	27.46
15110 - Test Proctor	18.13
15120 - Tutor	18.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.23
16030 - Counter Attendant	9.23
16040 - Dry Cleaner	11.38
16070 - Finisher, Flatwork, Machine	9.23
16090 - Presser, Hand	9.23
16110 - Presser, Machine, Drycleaning	9.23
16130 - Presser, Machine, Shirts	9.23
16160 - Presser, Machine, Wearing Apparel, Laundry	9.23

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16190 - Sewing Machine Operator	12.00
16220 - Tailor	12.78
16250 - Washer, Machine	9.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.42
19040 - Tool And Die Maker	21.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.14
21030 - Material Coordinator	19.89
21040 - Material Expediter	19.89
21050 - Material Handling Laborer	10.85
21071 - Order Filler	10.22
21080 - Production Line Worker (Food Processing)	14.14
21110 - Shipping Packer	14.23
21130 - Shipping/Receiving Clerk	14.23
21140 - Store Worker I	11.13
21150 - Stock Clerk	15.02
21210 - Tools And Parts Attendant	14.14
21410 - Warehouse Specialist	14.14
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	19.97
23019 - Aircraft Logs and Records Technician	15.63
23021 - Aircraft Mechanic I	18.86
23022 - Aircraft Mechanic II	19.97
23023 - Aircraft Mechanic III	21.01
23040 - Aircraft Mechanic Helper	13.49
23050 - Aircraft, Painter	17.85
23060 - Aircraft Servicer	15.63
23070 - Aircraft Survival Flight Equipment Technician	17.85
23080 - Aircraft Worker	16.76
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	16.76
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	18.86
23110 - Appliance Mechanic	15.60
23120 - Bicycle Repairer	9.55
23125 - Cable Splicer	21.97
23130 - Carpenter, Maintenance	16.31
23140 - Carpet Layer	16.76
23160 - Electrician, Maintenance	19.72
23181 - Electronics Technician Maintenance I	21.67
23182 - Electronics Technician Maintenance II	23.07
23183 - Electronics Technician Maintenance III	24.28
23260 - Fabric Worker	15.63
23290 - Fire Alarm System Mechanic	18.86
23310 - Fire Extinguisher Repairer	14.57
23311 - Fuel Distribution System Mechanic	18.86
23312 - Fuel Distribution System Operator	14.57
23370 - General Maintenance Worker	17.28
23380 - Ground Support Equipment Mechanic	18.86
23381 - Ground Support Equipment Servicer	15.63
23382 - Ground Support Equipment Worker	16.76
23391 - Gunsmith I	14.57
23392 - Gunsmith II	16.76
23393 - Gunsmith III	18.86
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.50
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.59
23430 - Heavy Equipment Mechanic	21.60
23440 - Heavy Equipment Operator	16.03
23460 - Instrument Mechanic	18.86
23465 - Laboratory/Shelter Mechanic	17.85
23470 - Laborer	10.85
23510 - Locksmith	17.85
23530 - Machinery Maintenance Mechanic	21.58
23550 - Machinist, Maintenance	18.38
23580 - Maintenance Trades Helper	11.36
23591 - Metrology Technician I	18.86
23592 - Metrology Technician II	19.97
23593 - Metrology Technician III	21.01

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23640 - Millwright	19.69
23710 - Office Appliance Repairer	15.94
23760 - Painter, Maintenance	13.51
23790 - Pipefitter, Maintenance	21.22
23810 - Plumber, Maintenance	19.61
23820 - Pneudraulic Systems Mechanic	18.86
23850 - Rigger	18.86
23870 - Scale Mechanic	16.76
23890 - Sheet-Metal Worker, Maintenance	15.38
23910 - Small Engine Mechanic	16.07
23931 - Telecommunications Mechanic I	23.79
23932 - Telecommunications Mechanic II	25.20
23950 - Telephone Lineman	20.05
23960 - Welder, Combination, Maintenance	16.38
23965 - Well Driller	18.86
23970 - Woodcraft Worker	18.86
23980 - Woodworker	14.57
24000 - Personal Needs Occupations	
24550 - Case Manager	12.43
24570 - Child Care Attendant	8.70
24580 - Child Care Center Clerk	10.85
24610 - Chore Aide	8.56
24620 - Family Readiness And Support Services Coordinator	12.43
24630 - Homemaker	12.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.40
25040 - Sewage Plant Operator	17.45
25070 - Stationary Engineer	23.40
25190 - Ventilation Equipment Tender	15.75
25210 - Water Treatment Plant Operator	17.45
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.40
27007 - Baggage Inspector	11.02
27008 - Corrections Officer	14.21
27010 - Court Security Officer	14.21
27030 - Detection Dog Handler	14.40
27040 - Detention Officer	14.21
27070 - Firefighter	14.21
27101 - Guard I	11.02
27102 - Guard II	14.40
27131 - Police Officer I	17.14
27132 - Police Officer II	19.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.25
28042 - Carnival Equipment Repairer	7.98
28043 - Carnival Worker	8.86
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.95
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	16.11
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	17.54
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.76
29020 - Hatch Tender	16.76
29030 - Line Handler	16.76
29041 - Stevedore I	15.63
29042 - Stevedore II	17.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.71
30022 - Archeological Technician II	19.73
30023 - Archeological Technician III	23.52
30030 - Cartographic Technician	24.99
30040 - Civil Engineering Technician	23.15
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46

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30061 - Drafter/CAD Operator I	16.71
30062 - Drafter/CAD Operator II	20.16
30063 - Drafter/CAD Operator III	22.49
30064 - Drafter/CAD Operator IV	27.66
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.02
30083 - Engineering Technician III	20.16
30084 - Engineering Technician IV	24.99
30085 - Engineering Technician V	30.19
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	24.99
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	21.86
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.99
30361 - Paralegal/Legal Assistant I	17.27
30362 - Paralegal/Legal Assistant II	21.10
30363 - Paralegal/Legal Assistant III	25.92
30364 - Paralegal/Legal Assistant IV	28.96
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.68
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	24.87
30462 - Technical Writer II	30.42
30463 - Technical Writer III	36.81
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	21.24
30502 - Weather Forecaster II	25.84
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.49
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.68
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.37
31030 - Bus Driver	15.21
31043 - Driver Courier	13.81
31260 - Parking and Lot Attendant	10.74
31290 - Shuttle Bus Driver	14.92
31310 - Taxi Driver	13.34
31361 - Truckdriver, Light	14.92
31362 - Truckdriver, Medium	16.01
31363 - Truckdriver, Heavy	18.26
31364 - Truckdriver, Tractor-Trailer	18.26
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.91
99050 - Desk Clerk	9.56
99095 - Embalmer	23.74
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.96
99252 - Laboratory Animal Caretaker II	17.64
99260 - Marketing Analyst	24.01
99310 - Mortician	23.74
99410 - Pest Controller	16.69
99510 - Photofinishing Worker	12.34
99710 - Recycling Laborer	11.63
99711 - Recycling Specialist	13.83
99730 - Refuse Collector	10.50
99810 - Sales Clerk	11.38
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	16.93
99831 - Surveying Aide	10.46
99832 - Surveying Technician	15.78
99840 - Vending Machine Attendant	16.33
99841 - Vending Machine Repairer	20.29
99842 - Vending Machine Repairer Helper	16.33

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

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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)).

(D.2) QUALITY ASSURANCE PLAN (QASP)

ATTACHMENT B

Quality Assurance Surveillance Plan (QASP) for the Grounds Maintenance Contract
Florence National Cemetery

Quality Assurance Surveillance Plan: The QASP will consist of periodic inspections conducted by the COR or his/her designee, and by visitor input (in the form of complaints of poor service or responses on good service).

A completed evaluation covering the items listed in the “Management Support Rating Criteria” (enclosed below) will be forwarded to the Contracting Officer every six (6) months, by the COR. A surveillance report will be prepared by the CO and forwarded to the Contractor.

The Contractor shall respond to any complaints and/or ratings of poor performance within five (5) calendar days, after receipt of the report. All visitor complaints deemed by the COR to require a written response to the Contractor, or administrative action, will be forwarded to the CO, as soon as possible, for action. The purpose of this exhibit is to:

- A. List the contract requirements considered most critical to acceptable contract performance.
 - B. Show, where applicable, the maximum allowable degree of deviation from superior performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
 - C. Define the procedure the Government shall use in reducing the Contractor's monthly payment if satisfactory performance is not rendered.
2. The Government's quality assurance procedures are based on actual performance of the contract and all areas will be reviewed periodically, (e.g. weekly, monthly, quarterly, semi-annually).
3. The criteria for acceptable and unacceptable performance are as follows:
- A. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
 - B. If the quality of work does not comply with the contract requirements the COR will initiate and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
 - C. The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in this contract.

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D. If the level of performance is deemed unacceptable to the Government concurrent with two unsatisfactory ratings, monthly payment will be reduced for unsatisfactory performance by the percentage as shown in the chart below:

Management Support Rating Criteria

(1) HEADSTONE SETTING AND ALIGNMENT

Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Headstones and Markers are properly aligned.	90% of Headstones and Markers inspected meet proper height and alignment requirements.	100% of Headstones and Markers inspected meet proper height and alignment requirements.	20% of invoice deducted for failure to meet MAL.	Full payment of invoice
Safety Maintained during operations	No accidents or incidents due to contractor's failure to take safety precautions.	No accidents or incidents due to contractor's failure to take safety precautions.	5 % of invoice deducted for safety violation.	Full payment of invoice

(2) HEADSTONE CLEANING AND MAINTENANCE

Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Headstones and Markers are clean and free of debris and objectionable accumulations	90% of Headstones and Markers inspected are acceptably clean and free of debris	100% of Headstones and Markers inspected are acceptably clean and free of debris	20% deduction from invoice for failure to meet MAL.	Full payment of invoice
Safety Maintained during operations	No accidents or incidents due to contractor's failure to take safety precautions.	No accidents or incidents due to contractor's failure to take safety precautions.	5% of invoice deducted for safety violation.	Full payment of invoice

FLORENCE NATIONAL CEMETERY**Solicitation No: VA786-17-Q-0280****(3) GROUNDS MAINTENANCE**

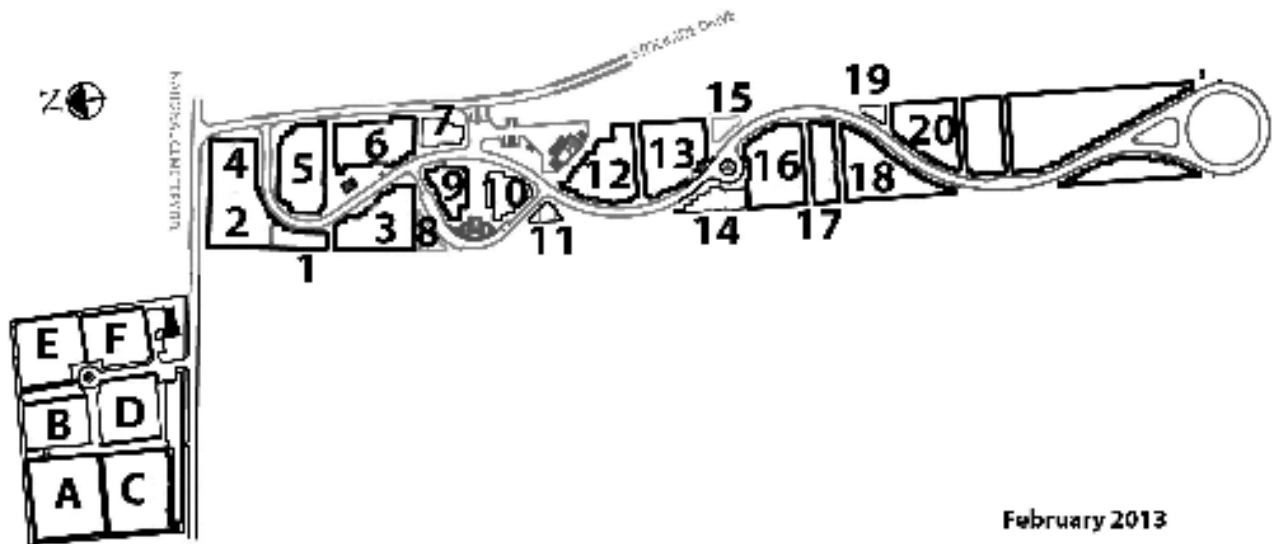
Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Turf Maintenance/Herbicide Applications	90 % of Turf area is pest and weed free. Healthy and green appearance. Sod/seed replaced where appropriate.	95 % of Turf area is pest and weed free. Healthy and green appearance. Sod/seed replaced where appropriate.	20% of invoice deduction for failing to meet MAL	Full payment of invoice
Mowing	95 % of Turf area is maintained within one inch above the range of that which is professionally recommended for that type and region	100 % of Turf area is maintained within one inch above the range of that which is professionally recommended for that type and region	20% of invoice deduction for failing to meet MAL	Full payment of invoice
Plant & Tree Maintenance	95 % of Plants and Trees are free of pests and are maintained at a healthy, shaped and trimmed to proper height and shape for size and type of tree.	100 % Plants and Trees are free of pests and are maintained at a healthy, shaped and trimmed to proper height and shape for size and type of tree.	5% of invoice deduction for failing to meet MAL	Full payment of invoice
Trimming and Edging	98% of all unmowed grass around headstones, monuments, markers and other vertical surfaces are trimmed to its recommended height.	100% of all unmowed grass around headstones, monuments, markers and other vertical surfaces are trimmed to its recommended height.	5% of invoice deduction for failing to meet MAL	Full payment of invoice
Removal of Debris	95 % of Turf area is free of leaves, fallen branches and trash after one attempt to correct any deficiencies	100 % of Turf area is free of leaves, fallen branches, and trash	5% deduction from invoice for failing to meet MAL	Full payment of invoice
Sweeping and Blowing off of roads and walkways	95% of Roads, Walkways and cemetery grounds are free of debris.	100% of Roads, Walkways and cemetery grounds are free of debris.	5% deduction from invoice for failing to meet MAL	Full payment of invoice

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Report Submittals	Turns in all required submittals 95% of the time.	Turns in all required submittals 100% of the time.	5% deduction from invoice for failure to meet MAL.	Full payment of invoice
Safety Maintained during operations	No accidents or incidents due to contractor's failure to take safety precautions.	No accidents or incidents due to contractor's failure to take safety precautions.	5% deduction from invoice for safety violation.	Full payment of invoice

(D.3) SITE MAP

ATTACHMENT C



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ATTACHMENT (D4) – NCA/National Shrine Commitment Operational Standards Guide



NCA National Shrine
Committment Operati

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SECTION E – SOLICITATION PROVISIONS

EVALUATION PLAN

For

Solicitation No: VA786-17-Q-0280

FLORENCE NATIONAL CEMETERY Grounds Maintenance Contract

1. INTRODUCTION

- a. This plan describes the method used to evaluate offerors for the subject solicitation. The Government intends to evaluate offers and award to one offeror based on initial offers without discussions. However, the Government reserves the right to conduct discussions with offerors or ask for revised Offers.
- b. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- c. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Unless a written notice of withdrawal is received before award, or offer's specified expiration time that may accept an offer (or part of an offer), whether or not there are negotiations.

2. BASIS OF AWARD

- a. Award will be made to the responsible, technically acceptable fair and reasonably priced Offer price, in accordance with FAR 13.106-3. Past performance will be evaluated in accordance with FAR 13.106-2 – (4) (i) (ii).
- b. Subjective judgment on the part of the Government is implicit in the evaluation procedures. The Government may award a contract to other than the lowest price offeror, if the low priced offeror's quote does not meet the technical requirements of the solicitation . Award will be made in the aggregate for the Contract Line Item Numbers (CLINs) listed on the SF 1449 continuation pages (schedule) of the solicitation.

3. EVALUATION PROCESS

- a. Upon closing of the solicitation, Evaluation Team members will review each Offer and subjectively rate each factor in accordance with this Evaluation Plan and attached Evaluation Checklists. This analysis shall cover all non-price evaluation factors. If questions or clarifications are required, each evaluator will provide the question in writing to the Contracting Officer for review.
- b. Exchanges with offerors after receipt of quotes are conducted in accordance with FAR 13.106-1. Requests for clarification may be issued to enhance government

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- understanding of Offeror quotes. Offerors shall not be permitted to revise their quote in response to the requests for clarification; however, corrections of a minor nature may be permitted, and Offerors may be given the opportunity to clarify certain aspects of their quotes because the government intends to award without discussions.
- c. Each evaluator shall prepare a narrative assessment of the respective factors for the quote evaluated. In preparing the written narrative, the evaluator must be aware that it is the principle means available to reach a source selection decision.
 - d. The evaluator must indicate in the narrative, as a minimum: the comprehensive summary of strengths or weaknesses, the impact of any deficiencies, and rationale for the assigned rating of each factor. Clarity and sufficient detail are key to successfully prepared narratives.
 - e. Evaluation Factors:

FACTOR (A), Technical Capability: This Factor consists of three sub-factors. Each sub-factor will be evaluated IAW FAR 13.106-2. Failure in any factor will cause the entire quote to fail.

SUB-FACTOR (1): Experience and training of personnel and technical services:

In evaluating this sub-factor, the panel may use any combination of methods including examination of Offeror submitted documentation (such as résumés and diplomas), site inspection of previous projects, and person to person contact with references, the site superintendent, and key technical personnel.

SUB-FACTOR(2): Understanding of Work Requirement and Performance Work Plan: To evaluate this sub-factor, the panel will subjectively assess the Offeror's written plan for feasibility and for understanding of the work requirement.

SUB-FACTOR(3): 3. Quality Control Plan: To evaluate this sub-factor, the panel will subjectively assess the Offeror's written plan for feasibility, likeness to prevent discrepancies, and likely responsiveness to correct deficiencies as they are identified. The evaluation will also consider whether documentation and information feedback proved to the Government will be sufficient to assess the Contractor's performance with respect to inspections and evaluations conducted and remedial action(s) taken.

FACTOR (B), Past Performance: Performance risk will be evaluated in accordance with FAR 13 by the Evaluation Team.

In assessing past performance risk, the evaluators will employ several approaches including (a) reviewing the experience listed in the Offer, (b) soliciting information from an offeror's customers and business associates; federal government agencies and local Government agencies; and from other persons and organizations. The performance attributes which the Government will assess will include, for example: the offeror's

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record of conforming to contract requirements, including the administrative aspects of performance; the offeror's reputation for good workmanship; the offeror's record of forecasting and controlling costs; the offeror's record for adhering to contract schedules; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's reputation for demonstrating a business-like concern for the interests of its customers.

The attached past performance questionnaire will be sent to the Offeror's past performance references. This process will result in an overall risk rating of "Acceptable Risk", "Neutral Risk" or "Unacceptable Risk", as defined below.

The risk assessment represents the Government evaluation team's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror's demonstrated present and past performance. Offerors evaluated as "Unacceptable Risk" will fail. Offerors without relevant past performance history will be evaluated "Neutral".

Acceptable. Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.

Neutral. No performance record identifiable or not similar/relevant for the nature of the work being proposed.

Unacceptable. Based on the offeror's record, substantial doubt exists that the offeror will successfully perform the required effort.

FACTOR (C), Price: An Offeror's quote shall represent the offeror's best efforts to the solicitation. The total evaluated price will be the sum of all CLINs listed on the SF 1449 continuation pages of the solicitation (cumulative prices for basic and option year CLINs). Price will be evaluated by the Contracting Officer for "price reasonableness" using price analysis techniques in FAR Part 13.

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EVALUATION CHECKLISTS and/or QUESTIONNAIRE

SOLICIATION NO.: VA786-17-Q-0280

Cemetery Grounds Maintenance at FLORENCE NATIONAL CEMETERY, Florence, SC.

Contractor: _____

Evaluator Name: _____

Date: _____

FLORENCE NATIONAL CEMETERY**Solicitation No: VA786-17-Q-0280****FACTOR A. Technical Capability****Sub-Factor (1) - Experience & Training of Technical Service Personnel****Site Superintendent & Key Technical Personnel**

1	3 years of successful experience in planning and supervising large landscaping maintenance operations, cemetery maintenance, or similar projects. Demonstrated education or experience in turf grass maintenance and horticulture.	YES	NO
2	Ability to successfully communicate with the COR verbally and in writing.	YES	NO

Sub-Factor (2) Understanding of Work Requirement and Performance Work Plan:

1	Offeror's performance work plan is realistic and demonstrates an understanding of the work requirement	YES	NO
3	Offeror's plan is complete and addresses all relevant requirements as described in Attachments B-O.	YES	NO

Sub-Factor (3) Quality Control Plan

1	Offeror's work plan is realistic and is likely prevent discrepancies and to be responsive to correct identified deficiencies	YES	NO
3	Offeror's outlined lines of supervision and levels of authority are adequate to allow key personnel at the operational level to take all corrective actions.	YES	NO

FLORENCE NATIONAL CEMETERY**Solicitation No: VA786-17-Q-0280****FACTOR B. PAST PERFORMANCE**

a.	Based upon the past performance investigation, does the offeror's past performance represent acceptable risk?	YES	NO
	Please provide a narrative explanation of your determination.		

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Past Performance Questionnaire

COMPANY: _____

REFERENCE: _____

TYPE OF WORK: _____

CONTRACT PERIOD: _____

LENGTH OF SERVICES PERFORMED:

ESTIMATED CONTRACT AWARD AMOUNT:

For the following questions, please choose the number on the scale from 1 to 5, which most accurately describes the Contractor's performance on the contract referenced above.

- 1 - unacceptable performance
- 2 - marginally acceptable
- 3 - fully acceptable or Good
- 4 - Very Good, with very few incidents
- 5 - Superior performance.

You may fax this questionnaire along with your comments to Tené Becknell at (540) 658-7226 (phone)/7292 (fax), if you have any questions. Thank you for your time and input.

1 Evaluate the company's compliance with contractual terms and conditions and the technical requirements of the contract.

1 2 3 4 5 N/A

Comments:

2 Has the company demonstrated reasonable and cooperative behavior in resolving customer requests and or complaints?

1 2 3 4 5 N/A

Comments:

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3 Is the offeror flexible in satisfying the requirements of the customer?

1 2 3 4 5 N/A

Comments:

4 To what extend did the company meet the response times in the contract?

1 2 3 4 5 N/A

Comments:

5 Are invoices easily understood and do they accurately reflect charges?

Comments:

1 2 3 4 5 N/A

6 Rate the company's overall performance:

1 2 3 4 5 N/A

Comments:

7. Would you award to this company again?

1 2 3 4 5 N/A

Comments:

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FACTOR C. PRICE (to be evaluated by the Contracting Officer)

a.	Does the offeror's price estimate appear to be complete?	YES	NO
b.	Is the proposed price reasonable compared to the Government estimate and the Government's Acquisition history for similar items or services?	YES	NO
c.	Is the price reasonable in relationship to other offerors?	YES	NO
d.	Is the price reasonable in relationship to the proposed level of effort?	YES	NO
WHAT IS THE OVERALL ASSESSMENT OF PRICE?		REASONABLE	UNREASONABLE
Comments: <div style="border: 1px solid black; height: 300px; width: 100%;"></div>			

SOLICITATION PROVISIONS

(5.1) 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017)

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

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

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

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Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

Additionally, the following must also be provided to the Contracting Officer:

- 1 copy of SF1449 with completed blocks 17a & 30, and DUNS number entered in block 17a
- 1 copy of Price Quote/Quote for all items in the schedule – this should be a separate document
- 1 copy of Acknowledgement of any amendments
- 1 copy of Completed FAR Clause 52.223-3 “Hazardous Material Identification and Material Safety Data”
- 1 copy of Completed FAR Provision 52.212-3 “Certifications and Representations” or indicate written proof whether contractor has completed the annual representations and certifications electronically at www.sam.gov
- 1 copy of Technical Bid (see FAR Provision 52.212-2 “Evaluation – Commercial Items).
- At least 3 Past Performance References – also see page 91

(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, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative 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

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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

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

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

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

(1)

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

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(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.

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

(End of Provision)

(5.2) 52.212-2 EVALUATION – COMMERCIAL ITEMS (OCT 2014)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
- (b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

A. Technical Capability:

1. Experience and training of technical service personnel:

Provide name(s) of the proposed site superintendent and key technical personnel who will be employed by the contractor to perform work under this contract. Include experience, training and their proposed responsibilities.

2. Understanding of Work Requirement and Performance Work Plan:

Offeror shall provide a written "Performance Work Plan" The plan should detail the Offeror's approach to meet the goals and to complete the work as they are described in the Statement of Work and the "Quality Assurance Surveillance Plan (QASP)" contained in Attachment B. Include the type of equipment and supplies which will be utilized,

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names of any subcontractors or consultants, the methods the contractor will be using complete the project, general flow and sequencing of tasks, environmental permitting requirements, and any other relevant information that will allow the Government to evaluate your quote.

3. Quality Control Plan:

Offeror shall provide a Quality Control Plan that will detail its Quality Control Inspection System. The plan should include measures to detect, remedy, document and deter recurrences of discrepant performance or materials. It will consider whether the lines of supervision and levels of authority are adequate to allow key personnel at the operational level to take all corrective actions necessary to ensure quality of work by both Contractor and subcontractor employees. .

B. PAST PERFORMANCE:

The Government will review and evaluate information about each offeror's past performance and will rate offerors as pass or fail based on their documented past performance. Based on the offeror's past performance record, if the Government determines that significant doubt exists that the offeror will successfully and satisfactorily perform the required effort, the offeror will be deemed unacceptable for the past performance criteria.

By acceptable past performance, the Government means the offeror's reputation for satisfying its customers by delivering quality work in a timely manner at a reasonable cost . Past performance also includes the offeror's reputation for integrity, reasonable and cooperative conduct, and commitment to customer satisfaction.

Offerors shall provide at least three (3) references/referrals that specifically address the offeror's performance on projects within the last three (3) years that are similar or of the same type in terms of scope, size, and pricing (e.g., Scope – all types of work this project is asking for as described in the solicitation; Size - approximately the same unit quantities as this project is asking for; Price – approximately the same price or better than offeror's price proposal for this project).

Offerors are encouraged to submit referrals that specifically address experiences with cemeteries. Contact information provided with referrals must be reachable by telephone or email. The Government will not research contact numbers or emails. If a referral cannot be reached with the information provided, offeror will not get credit for that referral.

Offerors shall also provide the number of projects they are currently working on for NCA, with the corresponding Contracting Officer's name, telephone, and contract information. Offerors shall provide a list of the subcontractors they commonly use on their projects. Offerors shall also provide contact information on any active or pending assignment of claims or factoring agreements.

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In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably nor unfavorably on past performance. They will receive a Neutral rating.

C. Price

An Offeror's quote shall represent the offeror's best efforts to the solicitation. The total evaluated price will be the sum of all line items listed in the schedule. (cumulative prices for basic and option years). The Offeror's Price will be evaluated for "price reasonableness" using price analysis techniques in FAR Subpart 15.

(5.3) 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

(5.4) 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
National Cemetery Administration
Centralized Contracting Division (41D3A)
75 Barrett Height Road
Suite 309
Stafford, VA 22556

Mailing Address:

Department of Veterans Affairs
National Cemetery Administration
Centralized Contracting Division (41D3A)
75 Barrett Height 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)

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(5.5) 52.237-1 SITE VISIT (APR 1984)

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

(End of Provision)

**(5.6) 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

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

<http://www.arnet.gov/far>

<http://www1.va.gov/oamm/acquisitions/ars/policyreg/vaar/>

852.215-70	SERVICE-DISABLED VETERAN OWNED AND VETERAN OWNED SMALL BUSINESS EVALUATION FACTORS	DEC 2009
852.270-1	REPRESENTATIVES OF CONTRACTING	APR 1984
852.233-70	PROTEST CONTENT	JAN 1998
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (JAN 2017)**

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

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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.

“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--

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- (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;
 - (v) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (vi) The Family and Medical Leave Act; and
 - (vii) 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;
- (4) 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);
- (5) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (6) 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—

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(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.

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- (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).

“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.

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“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—

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(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

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only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

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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.)

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

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[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:

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[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

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[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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(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

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(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);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

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

☐ Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or

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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.

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

Highest level owner CAGE code:_____

Highest level owner legal name:_____

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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(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--

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(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at 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 (FAPIIS):

(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 an award. If it is later determined that the Offeror knowingly rendered an

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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.

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(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:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)