

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 8467-000008	PAGE 1 OF 116	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA786-17-Q-0491	6. SOLICITATION ISSUE DATE 06-16-2017		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Mr. TWILLIE L. CURRY III	b. TELEPHONE NO. (No Collect Calls) 540-658-7232	8. OFFER DUE DATE/LOCAL TIME 07-24-2017 12:00 Noon EST			
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556	CODE 43C1	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"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561730 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y SIZE STANDARD: \$7.5 Million				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVER TO Fort Sam Houston National Cemetery 1520 Harry Wurzbach Road San Antonio TX 78209	CODE	16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556				
17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 www.tungsten-network.com/customer-campai AIRS/TX 78714-8971 PHONE:1-877-752-0900 FAX:				
TELEPHONE NO.	DUNS:	DUNS+4:	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FT SAM HOUSTON NATIONAL CEMETERY (BEXAR COUNTY, TX) SHRINE PROJECT: RAISE/LOWER, REALIGN, RESET, BACKFILL, AND CLEAN FLAT MARKERS, REMOVE AND RESTORE CEMETERY TURFGRASS FAILURE TO SUBMIT ALL REQUIRED DOCUMENTATION AS REQUIRED MAY RESULT IN YOUR SUBMISSION BEING DETERMINED TECHNICALLY UNACCEPTABLE AND REMOVED FROM FURTHER CONSIDERATION DUNS# _____ TAX ID# _____ E-MAIL: _____ PHONE # _____ SUBMIT QUOTE VIA VA eCMS VENDOR PORTAL WEBSITE AT https://www.vendorportal.ecms.va.gov ***THIS IS A 100% SET ASIDE FOR SDVOSB*** (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TWILLIE L. CURRY III CONTRACTING OFFICER		31c. DATE SIGNED		

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All contract administration matters will be handled by the following individuals:

CONTRACTOR: (Required Information)

GOVERNMENT:

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

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

[X] 52.232-34, Payment by Electronic Funds Transfer – Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332)

3. INVOICES:

A. Invoices shall be submitted in arrears for cumulative work performed no more frequently than weekly within thirty (30) calendar days after the Contractor has completed the work and the Government has accepted the items.

a. Quarterly	<input type="checkbox"/>
b. Semi-Annually	<input type="checkbox"/>
c. Other	<input checked="" type="checkbox"/> Monthly

B. Invoices shall be submitted electronically.

C. Contractors shall not invoice for single orders of a shipment. Shipments will be invoiced for the complete shipment when completed and accepted by the Government.

D. Required Contents of Invoice: If any information below is missing from an invoice, the invoice shall be subject to being rejected and returned for revision.

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

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

5. ACKNOWLEDGEMENT OF AMENDMENTS:

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

AMENDMENT NO	DATE
_____	_____
_____	_____

6. MISSING PAGES: It is the responsibility of the Offeror to examine this Solicitation to verify that he, or she, has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the Offeror feels that pages are missing or duplicated, the Offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation/Contract/Order for Commercial Items.

7. METHOD OF ISSUING DELIVERY ORDERS

- A. All orders to be furnished under this contract shall be ordered using electronic commerce methods by the Centralized Contracting Division. Orders shall be transmitted electronically via email to the Contractors internet E-mail address.

B. Contractor shall be required to maintain an active commercial E-mail account capable of accepting the electronic files(s) and providing the account address to the ordering office. Notification of changes in E-mail addresses shall be made to the ordering office within twenty-four hours of the change. In the event E-mail account becomes inactive; provide facsimile number in order to receive files.

C. Orders transmitted electronically will be considered “issued” when the Government transmits the electronic file to the E-mail address of record provided by the Contractor.

8. ORDER PROCESSING SEQUENCE: The Department of Veterans Affairs, National Cemetery Administration, Contracting Service (43C1), is the only activity authorized to issue orders under this contract.

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

NOTICE:

A. All proposals shall be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award. <https://www.vendorportal.ecms.va.gov>. VENDOR GUIDE IS ATTACHED TO THIS RFO FOR YOUR INSTRUCTION.

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

C. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit an E-mail version of their proposal as long as they obtain permission from Twillie L. Curry III and VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the E-mail correspondence with the VAAS helpdesk will be forwarded to the Contract Officer, Twillie L. Curry III at twillie.curry@va.gov proof of E-mail correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror’s ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contract Specialist correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the E-mail version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror

could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the E-mail version of the proposal will not be accepted.

Quote Package in, Vendor Portal, shall include the following:

- 1 completed, signed/dated original SF1449 **and** completed, signed/dated **ALL** Amendments
- 1 completed Section B (Contract Admin. & Price Schedule)
- 1 completed Business Management Questionnaire/Past Performance (Section D)

Prospective Offerors shall be registered with the System for Award Management (SAM) website and complete representations and certifications at <https://www.sam.gov>.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR PROVISION 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH (b) AND IN THE STATEMENT OF WORK, SECTION 5.0, SUBMITTAL BY POTENTIAL OFFERORS, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD AND THE INFORMATION SHALL BE FORWARDED TO THE ADDRESS IN BLOCK 9.

See attached document: “VENDOR GUIDE” for the Vendor Portal.

B.1 SITE VISIT

A Site Visit will be held at Fort Sam Houston National Cemetery, 1520 Harry Wurzbach Road, San Antonio, Texas 78209.

- A.** The site visit will be held on Wednesday, **30 June, 2017 at 09:00 AM, Central Standard Time (CST).**
- B.** Offerors shall notify the Cemetery and/or Contracting Officer of their plans to attend. Notification should include: Company Name, Address, Names of Attendees, and Phone No. ***Attendance Notification should be received by Tuesday, 27 June, 2017, via email no later than 2 PM CST.*** The E-mail and phone numbers are provided below:

Fort Sam Houston National Cemetery Contacts:

- Elfrieda Robinson, Cemetery Director, Ft Sam Houston National Cemetery, Business Number (210) 820-3891
- Aubrey David, Assistant, Cemetery Director,, Business Number (210) 820-3445
- Contracting Office, Stafford, Virginia
Twillie L. Curry III, Contracting Officer, twillie.curry@va.gov

C. ALL QUESTIONS SHALL BE IN WRITING AND SUBMITTED THROUGH VENDOR PORTAL. QUESTIONS WILL NOT BE ENTERTAINED OR ANSWERED AT SITE VISIT.

D. The date set for this site visit is the only date. Contractor's unable to attend the site visit on the set date, may submit questions regarding the solicitation in accordance with the Request for Quote.

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Product Number: Raise and Realign, level, backfill Flat Markers onto grass paving system	7,092.00	EA	_____	_____
0002	Product Number: Level top soil surface, renovate and re-establish turf grass	317,118.00	SF	_____	_____
0003	Product Number: Clean Flat Markers	7,092.00	EA	_____	_____
0004	Product Number: bond (2%)	1.00	EA	_____	_____
				GRAND TOTAL	_____

B.3 STATEMENT OF WORK

A. SCOPE:

The Contractor shall furnish labor, supervision, quality control, transportation, parts, materials, equipment, supplies, necessary or incidental to remove, raise, realign, reset, and clean designated flat markers; renovate turf in designated burial sections with additional earthwork in certain sections; at the Fort Sam Houston National Cemetery, San Antonio, TX, and hereafter referred to as “Fort Sam Houston National Cemetery” or “Cemetery” as required by Section B1, “PRICE SCHEDULE OF SERVICES.”

- i. All contract work shall be completed as required under the terms of this contract in each Burial Section as defined in the Work Statement (designated on the contract drawings and provided to the Contractor by the Contracting Officer and/or Contracting Officer Representative, COR) **AND** accepted by the COR **PRIOR** to any work beginning in the **NEXT** Burial Section, unless otherwise approved by the Contracting Officer/COR.

B. THE NATIONAL CEMETERY ADMINISTRATION MISSION:

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

C. BACKGROUND:

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

D. INTRODUCTION:

The Department of Veteran Affairs, Fort Sam Houston National Cemetery intends to award a fixed price contract to remove, raise, realign, reset, and clean designated flat markers; and renovate designated sections of turf in designated burial sections with additional earthwork in certain sections. The Fort Sam Houston National Cemetery is located at 1520 Harry Wurzbach Road, San Antonio, TX 78209.

E. CONTRACT OBJECTIVES:

To complete the flat marker raise and realignment and turf renovation project at the Fort Sam Houston National Cemetery, following the technical approach in this Statement of Work (SOW) in order to maintain the high standards of appearance as a National Shrine, in accordance with best commercial practices and the requirements identified in the solicitation.

F. SUMMARY OF WORK:

- i. The Contractor shall **raise/lower, realign, reset, backfill, and clean flat markers** at the Cemetery in a manner that will meet or exceed the requirements to present a clean, neat, professional, and aesthetic flat-marker appearance and in accordance with Contract Specifications. Services include, but are not limited to work consisting of extracting, resetting, aligning, backfilling, and compacting flat markers that are already in place which have shifted out of vertical and/or horizontal alignment and plumb, as well as inventorying and ensuring accurate placement on each gravesite.
- ii. The Contractor shall **remove and restore Cemetery turfgrass** in designated burial sections, which includes, but is not limited to: killing and removing existing turfgrass, rototilling the existing topsoil, adding or removing topsoil to establish a new finish grade, installing new turfgrass sod, and establishing new turf grass sod, preservation of existing cemetery features (lawns, paving, roads, stones and markers). In designated burial sections (as annotated on the Site Plan) the Contractor shall **remove the top six inches of soil and import and grade six inches of clean topsoil** after turf removal but prior to new turf installation; and in one burial section the Contractor shall not remove existing soil but shall still be required to import and grade new topsoil.
- iii. The Contractor shall restore cemetery features disturbed or removed as a result of performing new work, as well as, repair, replace, or reinstall any damaged cemetery property, such that at the end of the day the condition is as good as before commencement of work. Scheduling of services shall be coordinated with the Contracting Officer's Representative (COR) to avoid disruption of ongoing cemetery operations. All work will be done during normal Federal workdays during cemetery workday hours. No work will be allowed during special weekend, or Federal Holiday, activities.

G. PERIOD OF PERFORMANCE: The performance period of the contract is planned for one year (365 days), after Award date.

H. PROJECT REQUIREMENTS:

- i. The Contractor shall be responsible for full management of the facility's flat marker raise and realignment and turf renovation services described herein. The Government's requirements are described in the National Cemetery Administration's (NCA's) "Operational Standards and Measures" http://vaww.nca.va.gov/business_imp/bus_stdmeasure.asp (provided by the Contracting Officer upon request), this SOW) the Contract Specifications and other requirements identified herein, as they are applicable to the services required in the Pricing Schedule.
- ii. In accordance with the contract requirements, the Contractor shall be responsible for:
 - 1) Flat Marker Setting, Raising, and Realignment onto the new grass paving support system.
 - 2) Cleaning Flat markers;
 - 3) Turf grass Renovation;
 - 4) Layout of the work and for all measurements in connection with the layout;
 - 5) Utilizing existing burial section grid monumentation for all flat-marker row layout work;
 - 6) Executing the work to the lines and grades needed to accomplish the work and to ensure that flat markers are correctly and accurately located on their associated gravesites;
 - 7) Debris and trash removal;
 - 8) Maintaining a safe presentable working environment for Contractor, cemetery staff, and the general public.

- 9) Preventing any disruption to the cemetery operations, including funerals, visitor privacy, internal traffic, and utilities;
- 10) Preserving the environment and following applicable regulations;
- 11) Preserving existing cemetery features (lawns, paving, roads, stones, and markers);
- 12) Restoring cemetery features disturbed or removed as a result of performing new work;
- 13) Ensuring all work conforms to the NCA's established National Standards;
- 14) Timely submission of required reports and documentation.

I. SPECIFIC REQUIREMENTS FOR RAISE AND REALIGNMENT PROJECTS

To ensure the accuracy of flat markers placement during raise and realignment (R&R) activities, the following procedures shall be followed by the Contractor, cemetery personnel, and COR before the Raise and Realignment (R&R) process begins:

- i. The Continental District (NCA-CD) office will provide each Cemetery with the correct Gravesite Layout Map(s) prior to beginning the R&R project. The COR or Cemetery Director/designee shall conduct an initial gravesite verification survey prior to the R&R of any headstone/marker in the Cemetery. The COR will obtain a copy of the Burial Register Report from the Burial Operation Support System (BOSS) and current gravesite layout map(s) obtained from the NCA-CD for the verification survey. The Burial Register Report and gravesite layout map(s) will be used to verify the section, row, grave number, first and last name of each decedent and the condition of the headstone/marker included in the Scope of Work. All inconsistencies will be researched, discussed and resolved with the NCA-CD Executive Director prior to the R&R of any headstone/marker. Upon completion of the verification survey and corrective actions as necessary, the COR shall certify the survey by signing the Headstone/Marker Raise & Realign Verification Survey sheet (see Attachment 4). A copy of the signed Headstone/Marker Raise & Realign Verification Survey sheet shall be forwarded to the Contracting Officer (CO) which will be incorporated into the contract files and provided to the Contractor prior to R&R; a copy of the survey will be maintained by the Cemetery. Additional copies of the survey will be retained by the COR for the official contract files. The CO will give the approval to begin R&R process.
- ii. The Contractor shall complete and submit DAILY, prior to the completion of each work day during which R&R activities take place, a Daily Headstone/Marker Raise & Realign

Verification Survey for all headstones and markers raised & realigned (see Attachment 5). The COR/Cemetery Director/designee will verify the accuracy of the placement of headstones/markers on the correct gravesite using the same Burial Register Report and gravesite layout map(s) that were used for the initial headstone/marker verification survey. DAILY, the COR will inform the Contractor Supervisor of all identified inconsistencies and ensure corrective actions are completed that day. The Daily Headstone/Marker Raise & Realign Verification Survey will be maintained by the COR for certifying payments for completed work, tracking project progress and other administrative needs.

- iii. When site conditions are restrictive and it is not possible to safely operate equipment while keeping the headstones/markers on the gravesite, the Contractor shall prepare these sites by hand. At no time may headstones/markers be removed from the gravesites.
- iv. The Contractor is responsible to protect headstones/markers during the raise and realignment, and turf renovation process from damage or being discolored from contact with dirt, soil or other contaminants.
- v. **Headstones/Flat-markers shall not be physically removed from the gravesite during the raise and realignment or turf renovation projects.**

J. LAYOUT OF WORK:

- i. The Contractor shall lay out the work and shall be responsible for all measurements in connection with the layout. Where burial section grid monumentation exists, it shall be utilized for all flat marker row layout work, and contractor shall coordinate all associated field layout dimensions with COR prior to start of work. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall execute the work to the lines and grades needed to accomplish the work and to ensure that flat markers are correctly and accurately located on their associated gravesites. The Contractor shall maintain and preserve all temporary and permanent stakes and other marks until authorized by the COR to remove them. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.
- ii. A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall be used for layout control of work and to restore any grave section corner monuments that may be disturbed as a result of the Contractor's performance of the contract work.

K. STANDARDS OF EMPLOYEE CONDUCT:

Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 5901. The Contractor shall be responsible to ensure that Contractor employees coming to the work site will receive complete information on safety, environmental protection, and fire safety; project work schedule, rules pertaining to employee requirements and conduct, general parameter job related issues; disaster procedures; and all technical requirements and work procedures of the contract.

- i. Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are preferred. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
- ii. Behavior and language must be appropriate, reverent, and respectful at all times.
- iii. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
- iv. Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.
- v. Contractor personnel shall not lean, sit, or stand on or against flat markers or monuments. Nor can they drive over them. Contractor personnel should use tools approved by the COR, such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
- vi. No tools, equipment or other items will be placed or leaned on flat markers or monuments.
- vii. The Contractor shall discuss the guidance in this paragraph and in Attachment 9 with his/her employees and all subcontractors. Any doubts as to proper procedures shall be brought to the attention of the COR, Cemetery Director, and/or CO for guidance or resolution. **Each contractor and subcontractor employee shall sign a Statement of Compliance (Attachment 10)**; the Contractor shall deliver the signed statements to the COR before work may begin or before any new employee is allowed to work on Cemetery grounds.

L. PARKING AND VA REGULATIONS:

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

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

M. USE OF CEMETERY FACILITIES:

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

N. SUPERVISION AND TRAINING:

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

or date. The Contractor will not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the Contracting Officer.

iii. The Contractor shall also be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:

- 1) National Fire Protection Association (NFPA) 10, Standard for Portable Fire Extinguishers.
- 2) Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
- 3) Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

O. INSPECTION AND CLEANING OF CEMETERY FACILITIES:

- i. The Contractor will perform a weekly inspection. During this inspection the appearance of the Cemetery will be observed, and any deficiencies from the contract will be noted. Deficiencies shall be corrected as soon as practicable. Items that need correcting outside the scope of the contract will be reported to the COR or his/her representative.
- ii. The Contractor will be required to submit inspection reports and work accomplished to the COR weekly. The COR is located at Fort Sam Houston National Cemetery. The inspection forms will be provided to the Contractor. (See “Work Summary and Progress Report”, Attachment 2).

P. INSTALLATION DURING CEMETERY FUNCTIONS:

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

Q. PHASING AND WORK SEQUENCING

- i. Contract work shall be accomplished in a sequenced manner, with work limited to occurring in no more than two (2) burial sections at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent burial section areas until such time that work has been completed in prior burial section areas. Submit proposed project work schedule sequence for COR review and approval prior to start of project.
- ii. Surface renovation work shall typically occur either in conjunction with or prior to specified flat marker raise and realign work in order to achieve the specified requirements for flowing precision uniformity of flat markers with the leveled burial section surface terrain.

R. CONTRACTOR RESPONSE TIMES:

- i. During Normal Working Hours: The Contractor shall be prepared to shift workers and work areas as necessary to safeguard the cemetery and its visitors and restore the work area(s) to a safe condition. The Contractor shall respond to all normal working hours' requests made by the COR within 30 minutes of the initial notification.

S. PERFORMANCE EVALUATION MEETING:

- i. The issuance of a Contract Discrepancy Report (CDR), found at Attachment 3, may be cause for the scheduling of a meeting among the Contractor, Contracting Officer, and the COR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, Contracting Officer, and the COR will sign minutes of the meeting(s).
- ii. Should the Contractor not concur with the minutes, they will so state their objections in writing to the Contracting Officer, within ten calendar days, and also explain the reasons for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision to revise or uphold the comments as written. The Contracting Officer will notify the Contractor of the decision in writing within ten calendar days of submission of any objections.

T. CONTRACTOR'S QUALITY CONTROL PLAN (QCP):

The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. This QCP will be forwarded to the Contracting Officer along with the requested initial proposal and may be revised as necessary during the life of the contract, with concurrence of the COR and Contracting Officer. The Contracting Officer will review the QCP and list any needed clarifications, and return to Contractor for response, if necessary. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:

- i. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, or the title of the individual(s) who will perform the inspections.
- ii. On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
- iii. Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.
- iv. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable; and the organizational functions, intermediate supervisory responsibilities, and overall management responsibilities for ensuring total acceptable performance.
- v. On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- vi. A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services.
- vii. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

U. QUALITY ASSURANCE:

- i. The COR will evaluate the Contractor's performance. The COR will evaluate the Contractor's performance through on-site inspections, evaluation of the Contractor's quality control program and receipt of complaints from cemetery personnel.
- ii. The COR may inspect each task as completed or increase the number of quality control inspections if called for by repeated failures discovered during inspections or repeated customer complaints. Likewise, the COR may decrease the number of quality control inspections if performance dictates.
- iii. The COR will also receive and investigate complaints from various customers visiting the Cemetery. The Contractor shall be responsible for initialing validated visitor complaints. The COR shall make final determination of the validity of visitor complaint(s).

V. FAIR ACCEPTANCE: The work shall be deemed acceptable when the Contractor clearly evidences compliance, without exception, in meeting contract requirements. The

Government has the right to either reject or to require correction when the work is not in conformity with contract requirements. Acceptance (in part or whole) shall be in writing.

- i. Raise and Realign Flat markers: Raised and realigned flat markers are acceptable when the sections are vertically plumb in all directions, in all cases in a line vertically and laterally, and where possible transversely. Maximum vertical, lateral, and transverse tolerance shall be 1/8" or less to the complete satisfaction of the COR.
- ii. Re-establish and/or Renovate Turf: A re-established and/or renovated turf area is acceptable when 100% turf grass coverage is established to complete satisfaction of the COR and the District Agronomist. Acceptance is defined as the point in time which the Government takes back control and physical possession of the re-established and/or renovated turf area(s).
- iii. Clean Flat markers: Flat markers are acceptable when there is no discoloration, environmental deposits, mold, mildew, moss, algae, lichen, dirt/mud, grass clippings, grass marks, bird droppings to the complete satisfaction of the COR.

W. ACTIONS:

- i. Normally, the COR will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.
- ii. If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, the COR will forward a written notice to the responsible organizational element requesting corrective action be taken.
- iii. When the Contractor is not meeting the acceptable limits of satisfactory performance, a CDR will be issued to the Contractor. The seriousness of the failures should govern whether to issue CDR at the end of the period, or as soon as the limits of satisfactory performance are exceeded.
- iv. When a CDR is issued for a service, the Contracting Officer and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".
- v. If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, further actions may be considered, to include a determination on whether continued performance by the contractor is feasible.

X. WARRANTY

- i. The Contractor shall warrant headstone/flat-marker raise and realignment a period of one (1) year after final inspection and acceptance of all work within that section by the Government. Any backfill workmanship that does not meet the specified requirements (including specified tolerance requirements) at the end of this warranty period shall be reworked, adjusted, and corrected by Contractor at no additional cost to the Government.
- ii. Turf renovation shall be warranted for a period of thirty (30) days after the establishment period and final acceptance within that section by the Government.
- iii. Work performed under the Guarantee shall be corrected within ten (10) workdays from the receipt of notification or as directed by the COR.

Y. HISTORIC PRESERVATION:

When the Contractor or any of the Contractor's employees, prior to, or during the service work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COR verbally, and then with a written follow up.

Z. EXPOSURE OR ACCIDENTAL DISCOVERY OF REMAINS:

Should any on-site activity, incident, emergency, or disaster result in exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the Contractor shall IMMEDIATELY notify the the Cemetery Director, the COR and/or the Contracting Officer for guidance; and stop any further work and await permission to proceed.

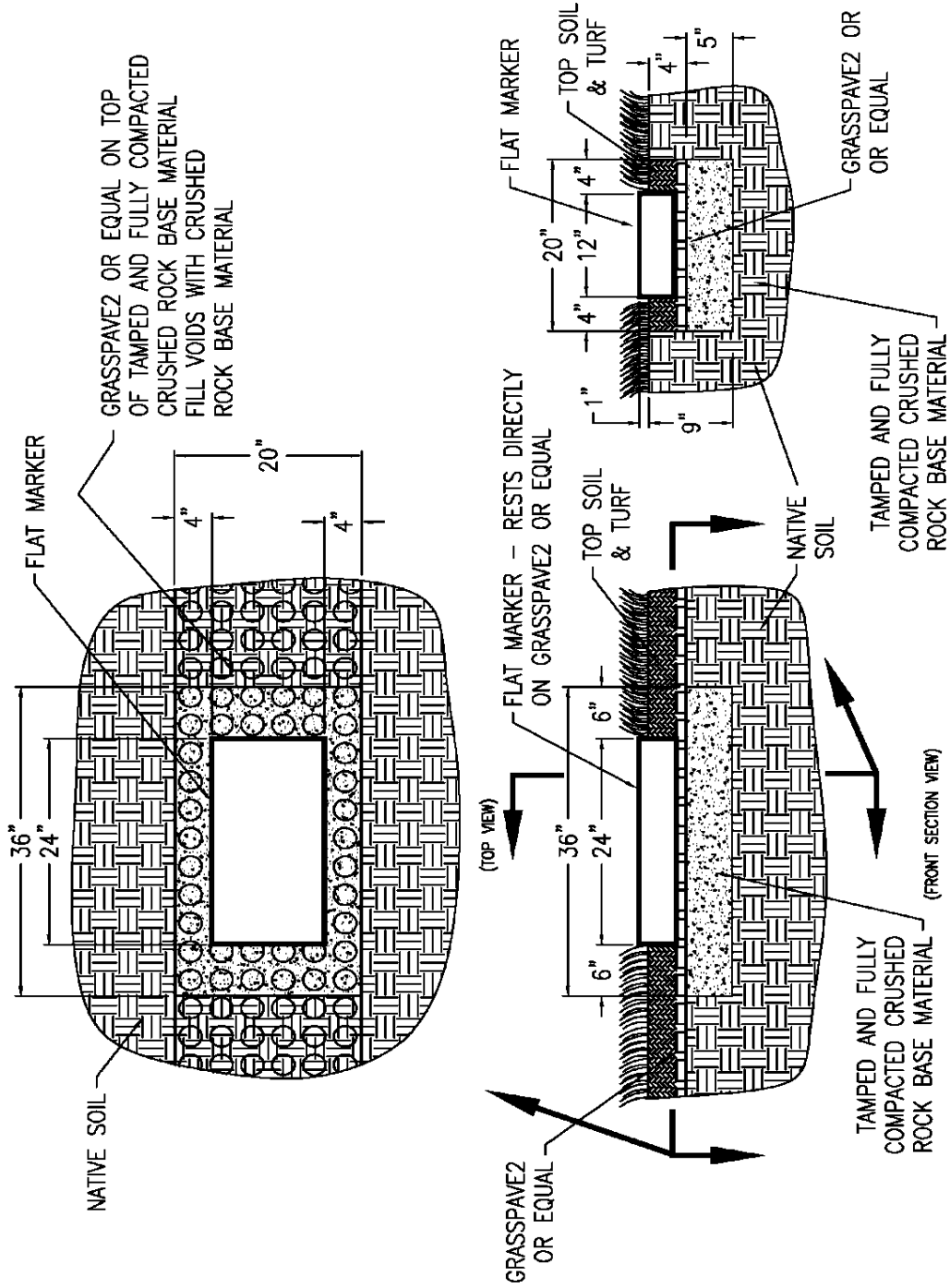
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SECTION 00 01 15**SPECIFICATION EXHIBITS AND DRAWINGS**

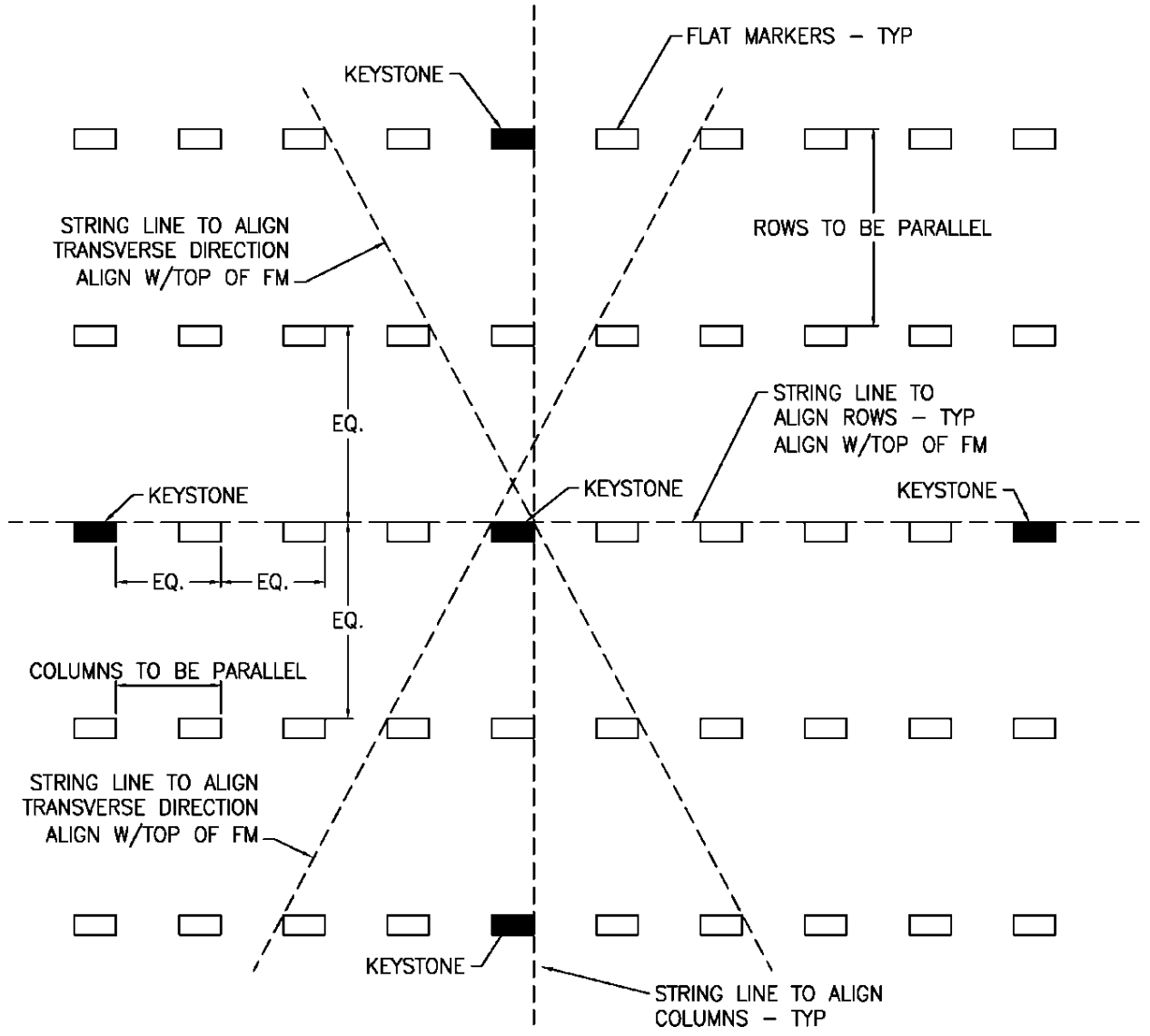
EXHIBIT LETTER	EXHIBIT TITLE
A	Flat marker Installation Details
B	Plan View – Flat marker Burial Section Layout and Realignment
C	Elevation View – Flat marker Burial Section Vertical Alignment
D	Turfgrass Specifications and Mowing Requirements

SPECIFICATION EXHIBIT A



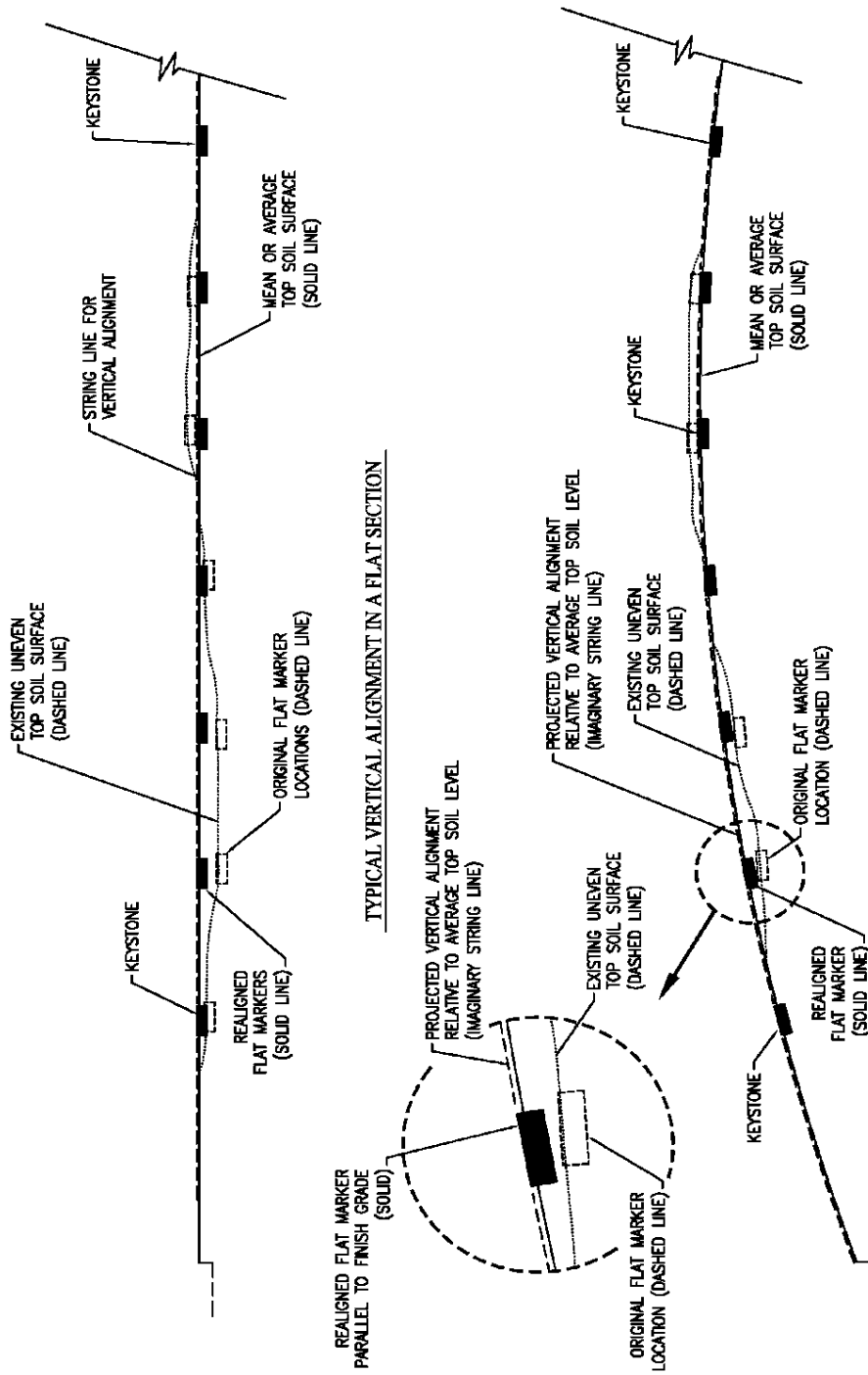
INSTALLATION DETAILS
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SPECIFICATION EXHIBIT B



PLAN VIEW
FLAT MARKER
 BURIAL SECTION LAYOUT AND REALIGNMENT

SPECIFICATION EXHIBIT C



TYPICAL VERTICAL ALIGNMENT IN A FLAT SECTION

TYPICAL VERTICAL ALIGNMENT IN A SLOPED SECTION

ELEVATION VIEW

FLAT MARKER
BURIAL SECTION VERTICAL ALIGNMENT

SPECIFICATION EXHIBIT D

TURFGRASS SPECIFICATIONS AND MOWING HEIGHT REQUIREMENTS

1. Provide Certified Turfgrass Sod, Premium Grade of the variety/type/blend/mixture as indicated in the Table below.
2. Thickness of Cut: Turfgrass sod shall be machine cut at a uniform soil thickness of 0.60 inch (15 mm), plus or minus 0.25 inch (6 mm), at the time of cutting. Measurement for thickness shall exclude top growth and thatch.
3. Pad Size: Individual pieces of turfgrass sod shall be cut to the supplier's standard width and length. Maximum allowable deviation from standard widths and lengths shall be plus or minus 0.5 inch (15 mm) on width and plus or minus five percent on length. Broken pads and torn or uneven ends will not be acceptable.
4. Strength of Turf Sod Sections: Standard size sections of turfgrass sod shall be strong enough that it can be picked up and handled without damage.
5. Moisture Content: Turfgrass sod shall not be harvested or transplanted when its moisture content (excessively dry or wet) may adversely affect its survival.
6. Mowing Height: Before harvesting, the turfgrass shall be mowed uniformly at a height of 1 to 2.5 inches (25 to 60 mm) on cool season grasses (i.e., bluegrass, bentgrass, rye and fescue), and 0.75 to 1.50 inches (20 to 40 mm) on warm season grasses (i.e., zoysiagrass, bermudagrass, St. Augustinegrass, etc.).
7. Time Limitations: Turfgrass sod shall be harvested delivered and installed/transplanted within a period of 24 hours, unless a suitable preservation method is approved prior to delivery. Turfgrass sod not transplanted within this period shall be inspected and approved by the inspecting officer or his representative prior to its installation.
8. Thatch: Turfgrass sod shall be relatively free of thatch, up to 0.5-inch (15 mm) allowable (uncompressed).
9. Diseases, Nematodes and Insects: Turfgrass sod shall be reasonably free of diseases, nematodes and soil-borne insects.
10. Weeds: Certified, Premium grade turfgrass sod shall be free of objectionable grassy and broad leaf weeds. Certified, Premium grade turfgrass sod shall be considered free of such weeds if the sod contains no more than 2 weeds per 50 square yards of area.
11. Delivery and Off-Loading: Turfgrass sod shall be delivered to the site and off-loaded using equipment furnished by the turfgrass sod supply contractor.

TURFGRASS VARIETY AND MOWING HEIGHT REQUIREMENTS

Cemetery	Turfgrass Variety	Mowing Height Range	Optimal Mowing Height
Fort Sam Houston National Cemetery	Bermuda 419	1 to 3 inches	2 inches

SECTION 04 01 00

HEADSTONE/MARKER CLEANING

1.1. DESCRIPTION OF WORK

1.1.1. This section outlines headstone/marker cleaning services. The Contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, and personnel, to provide the services defined herein.

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

1.1.3. DEFINITIONS:

1.1.3.a. "Clean" under this contract means the headstones and flat markers shall contain NO discoloration, environmental deposits, mold, mildew, moss, algae, lichen, dirt/mud, grass clippings, grass marks, bird droppings, etc.

1.2. All equipment and supplies maintained and operated by the Contractor shall be consistent and fully compliant with all applicable Federal, State, and County laws, ordinances and regulations and meet State inspection, safety, licensing, registration, and insurance requirements.

1.2.1. All in-ground vases, temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the headstone/marker cleaning operation shall be carefully, and in an orderly manner, moved from and after completion of the work, moved back to all gravesites by the Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the headstone/marker and associated decorations or vases.

1.2.2. Use care not to scratch or damage headstones or flat markers in any manner. Contractor shall be responsible for replacing damaged headstones or flat markers and restoring all damages caused to turf during performance of this work. Any headstones or flat markers that are chipped, marred, broken, or damaged by the Contractor shall be reported to the COR or the Cemetery Director by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the flat marker replacement. The cost of the replacement marker will be deducted from Contractor's invoice(s). All flat marker replacements must be coordinated with the COR. Any existing permanent gravesite control markers, temporary contractor installed control markers, grid or sectional monuments that are disturbed, displaced, or broken shall be replaced and properly reset by a licensed surveyor at the Contractor's expense. Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the Contractor during performance of contract work shall be repaired at the Contractor's expense. The requirements of this paragraph shall be completed by the Contractor within fourteen (14) workdays, unless otherwise agreed to by the COR.

1.3. HEADSTONE/MARKER CLEANING PROCESS

1.3.1. All in-ground vases, temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the cleaning of the headstones or flat markers operation shall be carefully, and in an orderly manner, moved from and after completion of the work, moved back to all gravesites by the Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the flat marker and associated decorations or vases.

1.3.2. Cleaning techniques shall demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etc., and shall be consistent and fully compliant with all applicable Federal, State, and County laws, ordinances and regulations.

1.3.3. Clean water shall be used to clean headstones and flat markers. Cleaning techniques with water shall include high pressure spraying, hand scrubbing, and rinsing. When water under pressure is used, such pressure shall not be greater than 600 PSI. Excessive staining and/or discoloration may be removed with pressurized water and a stiff nylon brush (no wire brushes, bleach, or abrasive cleaners shall be permitted) followed by rinsing with clear water.

- 1.3.4. If water used in cleaning should soften the soil around the base of the headstone or flat marker so that the headstone or flat marker is loosened, care shall be taken not to tip the headstone or flat marker out of plumb or alignment. Headstones and flat markers shall be set and anchored firmly in place with no movement from forces subjected by the COR or inspector after cleaning has been completed.
- 1.3.5. Care shall be taken to protect the turf area from damage. Any turf damaged by the Contractor shall be restored at Contractor's expense.
- 1.3.6. UPRIGHT AND FLAT MARBLE HEADSTONES ONLY: After cleaning upright marble headstones, apply a final undiluted spray application of "D/2 Biological Solution" cleaner (or approved equal) per manufacturer's recommendations to all sides of the headstone: Apply to WET stone surface using a sprayer; gently agitate with a soft bristle brush, and RINSE thoroughly with water. Contractor shall submit the required Safety Data Sheets (SDS) to the COR prior to use of any chemicals including but not limited to D/2 Biological Solution. **Do not use D/2 Biological Solution on upright granite, flat granite, or bronze markers.**
- 1.3.7. Headstones and flat markers that have been cleaned but become marked, discolored, dirt covered, or muddied due to subsequent contract work including but not limited to turf reestablishment issues shall be re-cleaned at no additional cost to the government. Headstones and flat markers that become discolored, dirt covered, or muddied, etc. after initial cleaning has been completed, but prior to overall project completion, shall be re-cleaned at no additional cost to the government. All headstones and flat markers are to be clean at the time of the project Final Inspection.
- 1.3.8. The end result of this service is that the Contractor shall provide the Government "CLEAN" flat markers. The definition of "CLEAN" is listed above in Paragraph **3.13**.

--- E N D ---

SECTION 10 80 00

HEADSTONE/MARKER RAISE, LOWER, REALIGN, LEVEL, BACKFILL

1.1. DESCRIPTION OF WORK

- 1.1.1. This section outlines upright headstone and flat marker raise, lower, realignment, reset, and backfill services, defined as work consisting of extracting, resetting, aligning, backfilling, and compacting headstones/markers that are already in place which have shifted out of vertical and/or horizontal alignment and plumb, as well as inventorying and assuring accurate placement on each gravesite at the Cemetery. (The term "headstone" shall hereafter refer to both upright and flat if not specified.) The Contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, and personnel, to provide the services defined herein.
- 1.1.2. The COR will determine the beginning point and ending points in each gravesite section.
- 1.1.3. Headstone descriptions:
 - 1.1.3.a. Standard upright headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds
 - 1.1.3.b. Standard flat markers are approximately 24 inches long, 12 inches wide, 3 to 4 inches thick, and weigh approximately 50-70 pounds..
 - 1.1.3.c. Other headstone types may exist and are not included in the contract scope of work unless otherwise specified.
- 1.1.4. All in-ground vases, temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the raise and realignment of upright headstone/marker operation shall be carefully, and in an orderly manner, moved from and after completion of the work, moved back to all gravesites by the

Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the headstone/marker and associated decorations or vases.

1.1.5. Headstones/markers shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone/marker must be protected with a rigid fabric that will prevent damage to and marking of the headstone/marker. Clamps may be attached to a skid steer loader (i.e. Bobcat®) or similar machine to extract the headstone/marker from the socket. Use care not to scratch or damage headstones/marker in any manner.

1.1.6. **WHEN HEADSTONES/MARKERS ARE REMOVED FROM THEIR SOCKETS, THEY SHALL BE CAREFULLY STORED ON EACH ASSOCIATED GRAVESITE.** DO NOT place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work. The headstones/markers shall be laid with front inscription side up while the headstone/marker is lying horizontally on the ground. The headstone/marker shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone/marker with two wood 4X4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones/markers from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.

1.1.7. Contractor shall be responsible for replacing damaged headstones/markers and restoring all damages caused to turf during performance of this work.

1.1.8. Crushed Rock Base Material Specifications:

1.1.8.a. Crushed Rock shall be composed of limestone, granite, dolomite, or any other hard, sound rock that is produced by blasting and then crushing.

1.1.8.b. Crushed Rock shall be clean, hard, tough, and durable fragments (excluding) schist, shale or slate) of uniform quality throughout and free of any detrimental quantities of soft, friable, thin, elongated or laminated

pieces, disintegrated material, dirt, organic matter, oil, alkali, or other deleterious substance.

1.1.8.c. Crushed Rock shall consist of hard durable fragments of particles of rock, free of stripping dirt, vegetation, and other foreign substances. Hardness: Resistant to breaking, crushing or crumbling.

1.1.8.d. Shape: Sharp and angular (Do not use rounded pea gravel.)

1.1.8.e. Gravel or Crushed Gravel mixed with filler, sand, crushed rock, or crushed stone is **NOT** an acceptable substitutes.

1.1.8.f. Crushed Rock shall consist of the product obtained by crushing rock or stone so that is meets the following gradation requirements:

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

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

1.1.9. Compaction of Crushed Rock Base Material:

1.1.9.a. The Crushed Rock Base Material shall be compacted in lifts not exceeding 1-1/2” in thickness. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. If the fines are dry at the time of compaction, use a very fine mist type hose and spray the Base Material sparingly. The moisture content of the material during placing operations shall be within $\pm 2\%$ of the optimum moisture content as determined by ASTM D 1557. Compact each layer to 90% to 95% relative density. Do not perform compaction operations on excessively wetted soils.

1.1.9.b. Tamping Tools: Shall be approved by COR prior to use. Tamping tools shall have sufficient impact area and weight to achieve 90% to 95% compaction of the Crushed Rock Base Material. ***Tamping tools having wood handles and that do not have sufficient weight are not acceptable.***

1.2. FLAT MARKER INSTALLATION, BACKFILL, AND COMPACTION

1.2.1. Headstones/markers shall be removed from their sockets per paragraph **1.1.5**.

1.2.2. A 4-inch deep x 18-inch wide trench shall be dug under each flat marker row beginning at the edge of the first flat marker and continuing until reaching the far edge of the last flat marker in the same row to accept a pervious load bearing grass paving system such as GRASSPAVE2™ or an approved equivalent product. GRASSPAVE2™ is a trademark product produced by Invisible Structures, Inc. If Contractor proposes to use an equivalent product, submit product literature and specifications with proposal for approval.

1.2.3. Over excavate the soil directly below each flat marker, and 6” on all sides, an additional 5 inches deeper (overall depth 9 inches). All headstone/marker sockets shall be clean and free of loose dirt and debris prior to adding Crushed Rock Base Material.

- 1.2.4. Backfill this same area (directly below each flat marker) with 5 inches min thickness of Crushed Rock Base Material heavily tamped to 90% to 95% compaction and leveled for the required alignment of the flat markers.
- 1.2.5. Heavily tamp and compact the soil in the bottom of the 4-inch depth continuous trench.
- 1.2.6. Install an 18-inch wide continuous strip of pervious load bearing grass paving system (such as GRASSPAVE2™) along the entire length of each flat marker row beginning at the edge of the first flat marker and continuing until reaching the far edge of the last flat marker in the same row. If material must be spliced, this shall be done in accordance with the grass paving system manufacturer's instructions.
- 1.2.7. If leveling or adjustments to the grass paving system are required, do not adjust the grass paving system by filling just under the low edge or area. This shall leave a void under the center or other area under the flat marker. Fill under the entire flat marker area and work out the excess fill to provide a full firm base under the flat marker.
- 1.2.8. Directly underneath each flat marker, backfill the honeycomb voids of the grass paving system with Crushed Rock Base Material to fill the 1-inch high rings and all spaces between the rings, and compact this material into place. The Crushed Rock Base Material shall be flush with the top of the grass paving material. The flat markers shall rest directly upon the grass paving material, which shall act as a base for the flat markers.
- 1.2.9. Install the flat markers.
- 1.2.10. Backfill the remaining exposed trenched areas around and between all flat markers from top of the grass paving system with a minimum of three (3) inches of clean topsoil compacted firmly into place so that settlement shall not occur.
- 1.3. HEADSTONE/MARKER RAISE AND REALIGNMENT PROCESS:

- 1.3.1. Prior to starting work in each burial section, the location of the existing permanent gravesite control markers and the required gravesite row/gravesite spacing layout dimensions shall be verified and certified by a licensed surveyor and coordinated with the COR.
- 1.3.1.a. The Contractor shall use a licensed surveyor to validate and/or relocate any existing permanent control markers that do not conform to the section layout.
- 1.3.1.b. The Contractor shall use a licensed surveyor to install temporary control markers where any existing permanent control markers cannot be located or are missing.
- 1.3.1.c. The Contractor shall use a licensed surveyor to accurately and precisely install temporary control markers at the ends of each gravesite row.
- 1.3.2. Headstones/marker shall be accurately adjusted and precisely reinstalled on the correct gravesites by utilizing temporary grave plotting maps, existing permanent gravesite control markers, temporary contractor installed gravesite control markers, and temporary contractor installed control markers at the ends of each gravesite row. All measurements, setting of string lines, and the layout of rows/columns shall be taken from existing or temporary gravesite control markers, and NOT from previously set headstones/markers, unless otherwise directed by the COR.
- 1.3.3. The mean (or average) topsoil level shall be determined for the entire section to be aligned in all directions with assistance from a licensed surveyor and the COR, with approval by the COR. The Contractor shall use the mean (or average) topsoil level to allow all of the headstones/markers in the section to be aligned vertically without having drastic changes in headstone/marker heights (several inches) between the rows and columns of headstones/markers in ALL directions. In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers will be set at the proper height and overall level necessary to provide a smooth, flowing transition between ALL headstones/markers in ALL directions through uneven terrain. The Contractor shall take the adjoining sections and/or terrain into consideration when determining the mean topsoil levels. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the

headstones/markers at a height other than at the specified height above grade with approval by the COR.

1.3.4. Keystone Placement and Installation

1.3.4.a. The headstone/marker realignment process starts by the selection of specific headstones/markers throughout the gravesite section to be designated as “Key” stones (or “Keystones”) for use throughout the remainder of the realignment process. Keystones shall be chosen and utilized throughout the section at a maximum spacing of every 10th headstone/marker or at a more frequent spacing as necessary in areas of sloped or rolling terrain in order to achieve a smooth, flowing transition between the rows and columns.

1.3.4.b. Each of the Keystones shall be permanently set in accordance with the requirements of paragraphs **1.2** and **1.3** at the proper location and at the proper height using a licensed surveyor with the approval of the COR. The Keystones shall be laid out to the correct dimensions to match the required measurements for the section such that the rows and columns are evenly spaced. The vertical height of the Keystones shall be adjusted to accommodate the mean (average) topsoil levels throughout the entire section in order to achieve a smooth, flowing transition between all the rows and columns.

1.3.4.c. All Keystones shall be vertically plumbed and aligned by leveling the front, back, and sides while raising or lowering the headstone/marker as necessary to achieve a height of 25 inches for upright headstones and one (1) inch for flat markers above the mean (average) topsoil level. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the Keystones at a height other than at the specified height above grade with approval by the COR.

1.3.4.d. The COR shall approve of the quantity, location, height, and installation of the Keystones prior to the Contractor continuing with the realignment process.

- 1.3.5. The next step in the headstone/marker realignment process is the Contractor selects a row and a column of headstones/markers at the center or close to the center of the section to be realigned with approval from the COR.
- 1.3.6. Install heavy string lines along the front, sides, tops, and transversely of all applicable Keystones. The string lines shall be laid out to the correct dimensions as determined by Keystones and the requirements of paragraph **1.4.2** such that the rows and columns are evenly spaced. All headstones/markers shall be vertically plumbed and aligned by leveling the front, back, and sides while raising or lowering the headstone/marker as required to achieve a height of 25 inches for upright headstones and (1) inch for flat markers above the mean (average) topsoil level. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the headstone/marker at a height other than at the specified height above grade with approval by the COR. These measurements shall be adhered to as closely as possible and may be adjusted to suit unique site conditions with approval by the COR.
- 1.3.7. At the start of work in each burial section, the first row/column of reset/realigned headstones/markers in each burial section shall be inspected by COR for appearance, spacing, depth, alignment, plumb, height, accuracy, and smoothness in grade transition. No further setting of headstones/markers shall be done until this first row has been inspected and accepted by the COR. It is the Contractors responsibility to notify the COR 24 hours in advance of when each of these inspections will be needed.
- 1.3.8. All remaining headstones/markers in all rows, columns, and transverse directions are then aligned in accordance with paragraph **1.4.6**. The installation, adjusting, and setting of the remaining headstones/markers shall meet the requirements of paragraphs **1.2** and **1.3**.
- 1.3.9. A plus/minus (+/-) 1/8 inch maximum tolerance shall be maintained in the lateral and transverse directions in accordance with the dimensional requirements of paragraph **1.4.2**. The alignment of the headstones/markers should be checked frequently during this process because the tamping of the headstones/markers may move the headstone/marker out of level or off the mark on the line.
- 1.3.10. Headstones shall be installed to within one degree of fully vertical when measured on front and sides using a digital level.

- 1.3.11. The measurements between rows or columns of headstones/markers and between the headstones/markers within each row or column may differ from one gravesite section to the next. This condition is to be discussed with COR where this is found to occur. Some variances may be allowed by the COR in order to keep a uniform appearance of headstones/markers being aligned.
- 1.3.12. Any headstones/marker broken or damaged by the Contractor shall be reported to the COR or the Cemetery Director by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone/marker replacement. The cost of the replacement headstones/markers will be deducted from Contractor's invoice(s). All headstone/marker replacements must be coordinated with the COR. Any existing permanent gravesite control markers, temporary contractor installed control markers; grid or sectional monuments that are disturbed, displaced, or broken shall be replaced and properly reset by a licensed surveyor at the Contractor's expense. Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the Contractor during performance of contract work shall be repaired at the Contractor's expense. The requirements of this paragraph shall be completed by the Contractor within fourteen (14) workdays, unless otherwise agreed to by the COR.
- 1.3.13. Government furnished headstones/markers that are permanently removed from a grave for any purpose shall be transported by the Contractor to an approved location on cemetery grounds and destroyed, ensuring that the replaced headstone/marker cannot be used for private, personal, or commercial activities.

--- E N D ---

**SECTION 31 20 00
EARTHWORK**

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. This section includes the requirements for earthwork including, but not limited to, the following:

1. Site preparation.
2. Excavation.
4. Filling and backfilling.
5. Grading.
6. Soil Disposal.

1.2 SUBMITTALS

A. Unless otherwise noted, submittals shall be made 14 days before commencing the Work specified in this Section. The following shall be submitted.

1. Import Material: The Contractor shall submit the following for each imported material a minimum of 14 days prior to delivery:
 - a. Material source(s);
 - b. Particle size analysis in accordance with ASTM C136
2. Equipment List: The Contractor shall submit a list of equipment to be utilized for the work 7 days prior to mobilization. The list shall include equipment make, model, year, tire or track dimensions, weight and other information.
3. Construction Procedures Plan: The Contractor shall submit a plan that includes, but not be limited to, material excavation, marker surveying and identification tagging, marker removal, marker collar removal, marker transportation and storage, marker re-installation, backfill processing and placement, equipment use, borrow source utilization, and protection to be provided in the event of rain, wind, heat or other potential cause of damage 14 days prior to material construction.
4. Record Drawing Information: Record Drawings including, but not limited to, drawings showing the original and final marker locations. The preconstruction survey of the markers will be submitted to the COR in draft form for use during construction.

PART 2 – PRODUCTS

2.1 MATERIALS

A. SCREENED PLANTING TOPSOIL

1. The planting topsoil shall be a loam, sandy loam, and/or sandy clay loam conforming to ASTM D 5268-07, Standard Specification for Topsoil Used for Landscaping

- Purposes, with pH range of 6.5 to 7.8, a minimum of 4 percent organic material content and a maximum of 10% organic material content; free of weed seeds, noxious weeds, invasive plants, stones 1 inch or larger in any dimension, foreign matter and other extraneous materials harmful to plant growth, including, but not limited to roots, plants, sod, stones, and clay lumps.
2. Topsoil shall not be infested with nematodes, grubs, other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens.
 3. Topsoil shall be friable and with sufficient structure to give good tilth and aeration. Continuous, air-filled, pore-space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.

PART 3 – EXECUTION

3.1 SITE PREPARATION

- A. Trees and Shrubs: Protect from damage, existing trees and shrubs which are not shown to be removed in construction area. Immediately repair damage to existing trees and shrubs by trimming, cleaning and painting damaged areas, including roots, in accordance with standard industry horticultural practice for the geographic area and plant species. Do not store building materials closer to trees and shrubs that are to remain, than the farthest extension of their limbs. If the Contractor is obstructed by tree roots within the drip-line of a standing tree that are 2 inches in diameter or greater, the Contractor shall request an inspection by the COR. The COR will inspect and determine if any roots will be pruned.
- B. Lines and Grades: With the services of a Registered Professional Land Surveyor or Registered Civil Engineer, specified in Site Survey section, the Contractor shall survey and document existing lines and grades and submit for approval new lines and grades in order to achieve grades that provide a smooth surface free from irregular surface changes. The intent here is not to change the overall contour of the gravesites but rather to eliminate any irregular surface changes. Grading shall comply with compaction requirements and grade cross sections, lines, and elevations indicated by the approved survey. Where spot grades are indicated the grade shall be established based on interpolation of the elevations between the spot grades while maintaining appropriate transition at structures and paving and uninterrupted drainage flow into inlets.

3.2 EXCAVATION

- A. The Contractor shall perform excavation of every type of material encountered within the limits of grading to the lines, grades, and elevations indicated and as specified. Grading shall be in conformance with the Site Survey Drawings and the tolerances specified in Paragraph Grade Tolerance. Excavation areas will be cleared of vegetation prior to

excavation. Satisfactory excavated materials shall be transported to and placed in fill as indicated. Unsatisfactory materials encountered within the excavation shall be excavated below grade and replaced with satisfactory materials as directed. Surplus excavated material not required for fill shall be disposed offsite.

3.3 SUBGRADE PREPARATION

- A. Ground surface on which fill is to be placed shall be cleared of vegetation.
- B. The subgrade shall be shaped to lines, grades, and sections shown on the Construction Drawings, and compacted as specified. Soft or otherwise unsatisfactory material shall be removed and replaced with satisfactory excavated material or other approved material as directed. Existing low areas and those resulting from removal of unsatisfactory material shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped and compacted as specified.
- C. All subgrade areas shall be moisture conditioned and compacted to not less than 90 percent compaction in accordance with ASTM D2922.
- D. If the Contractor excavates below the lines and grades indicated on the Construction Drawings, the Contractor shall place fill to elevate these areas back to grade at no cost to the Government.
- E. The prepared subgrade surface shall be reasonably smooth, free of holes, depressions greater than 3 inch deep, or protrusion extending above the surface more than 3 inch. No overlying materials shall be placed until the subgrade has been checked and approved. The subgrade surface shall be protected and restored if damaged.

3.5 FILL AND BACKFILL

- A. Fill shall be not be dropped from a height greater than 3 feet nor excessively loaded on markers. The soil shall be placed and compacted in 4 inch deep loose lifts. The moisture content of fill placed shall be adjusted prior to placement. Each lift shall be rough graded prior to compaction. Equipment shall be operated with careful attention to protection of markers. Fill shall not be constructed on surfaces that are muddy, frozen, or contain frost.

3.6 GRADE TOLERANCE

- A. Excavation and finish grades shall be constructed to within plus or minus 0.1 foot of the indicated grades. The finished surface of the excavations and fills shall be free of depressions and shall be reasonably smooth in accordance with the grade tolerances.

3.7 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL

- A. Remove from site and legally dispose trash and debris.

- B. Remove from site and legally dispose excess soil after all fill and backfill operations are completed.

3.8 CLEAN UP

- A. Upon completion of earthwork operations, clean all work areas within contract limits, remove tools, and equipment. Provide site clear, clean and free of debris. Remove all debris, rubbish, and excess material from Cemetery Property.

--- E N D ---

SECTION 32 92 00

TURFGRASS RENOVATION AND REESTABLISHMENT

1.1. WORK OVERVIEW

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

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

1.2. TOPSOIL AND TURFGRASS RENOVATION PROCESS:

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

1.2.2. Mow and trim target area several times removing grass clippings each time. Initial mowing in this sequence should be at normal maintenance height (i.e. 2.5 to 3 inches) and subsequent mowing 2 or 3 days apart should be at lowered height (i.e. 1.5 to 2 inches).

1.2.3. After a minimum of two or more preparatory mowings and trimmings, the entire vegetated area should be treated with an application of an appropriate non-selective herbicide. Application rate should be the maximum label recommended rate for the complete elimination of perennial grass species and contaminant weeds. **IMPORTANT: Application must be made at a time when grass is actively growing for the herbicide to work.** Application to be made by a licensed pesticide

applicator. Allow a minimum of 10 to 14 days to elapse for herbicide to fully translocate throughout all plant parts.

- 1.2.4. The COR shall confirm and approve that all vegetation (turfgrass, weeds, etc.) in the treated area is completely dead prior to removal of the dead vegetation. If any vegetation within the treated area is still vital (alive) it shall not be removed. Re-treat the vegetated area in accordance with paragraph **2.2.3** until the vegetated area is completely dead.
- 1.2.5. Contractor shall inventory, remove, and store all irrigation heads and cap head risers within the limits of work. Provide a copy of the inventoried equipment and materials to the COR. Provide protection of any exposed components, risers, etc. that might be damaged by renovation equipment.
- 1.2.6. Contractor shall locate and inventory all irrigation components: (valve boxes, gate valves, quick couplers, etc.) within the limits of work and protect the location and component access throughout contract work. Provide a copy of the inventoried equipment and materials to the COR.
- 1.2.7. The Contractor shall be responsible for the replacement of irrigation heads and components at finish grade, ensuring all irrigation lines and heads are free of foreign matter and operating properly.
- 1.2.8. Removal of Existing Turf Stand:
 - 1.2.8.a. Power rake or verticut entire treated area to loosen and prepare the site for the removal of all residual plant debris including thatch.
 - 1.2.8.b. Remove all residual plant debris including thatch.
- 1.2.9. Topsoil Preparation: Rototill area to a minimum depth of 6 inches to uniformly mix topsoil and to uniformly loosen top surface for re-grading and leveling.

1.2.10. Topsoil Leveling and Grading

- 1.2.10.a. Grade and compact surface of site to achieve desired finished appearance, which is to be smooth and uniformly level down each row and between each row, free of all surface ripples, depressions, high spots, low areas, ridges. The finish grade for each gravesite section shall be smooth and uniformly level with adjacent gravesite sections and surrounding terrain. New surfaces shall be blended to existing areas.
- 1.2.10.b. The prepared surface (finish grade) shall be a maximum 1 inch below the adjoining grade of any surfaced area. The prepared surface (finish grade) shall be a nominal 25 inches below the top of all upright headstones and 1 inch below the top of all flat markers, or by direction and approval of the COR.
- 1.2.10.c. In locations where existing burial area surface has formed “ridges” between rows, these areas shall be knocked down by grading between high and low surfaces of the rows so that finished surface is uniformly flowing from row to row, and down each row. If this process does not achieve desired smooth and uniformly flowing finished grade due to numerous depressions and low or sunken areas in the existing surface grade, import, spread and compact additional high quality topsoil of similar characteristics and texture to the soil already present on site.
- 1.2.10.d. Topsoil shall be free of foreign matter, any objects bigger than 25 mm (1 inch) and weed seeds.
- 1.2.10.e. Apply and compact sufficient topsoil to eliminate all ripples, depressions, and sunken grave areas as needed to achieve the desired smooth and uniformly level finish grade and appearance.
- 1.2.10.f. Firm the topsoil by rolling with a standard turfgrass roller that is half-full of water. If more weight is required to adequately firm the surface, fill the roller with water and repeat rolling as necessary. Properly firmed soil will

show a foot print when walked upon, but will not allow the walker's foot to sink into the soil

- 1.2.10.g. Protect finished areas from damage by vehicular or pedestrian traffic.
- 1.2.10.h. Install and maintain erosion control material to meet local environmental regulations. Copies of these requirements may be reviewed by contacting the COR.
- 1.2.11. After finish grade has been established, raise all irrigation components and install sprinkler heads to finish grade. Adjust sprinkler heads to provide full coverage and best distribution uniformity.
- 1.2.12. Turfgrass Sod Transplanting and Installation:
 - 1.2.12.a. Provide certified sod as specified in Exhibit (D).
 - 1.2.12.b. Moistening the Soil: During periods of higher than optimal temperature for the species specified, and after all unevenness in the soil surface has been corrected, the soil shall be lightly moistened immediately prior to installation of the turfgrass sod.
 - 1.2.12.c. Starter Strip: The first row of turfgrass sod shall be laid in a straight line, with subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to insure that the pieces are not stretched or overlapped and that all joints are butted tightly to prevent voids that would cause air drying of the roots.
 - 1.2.12.d. Sloping Surfaces: On 3:1 or greater slopes, traditional size (1 sq. yd. / 1 sq. m) turfgrass sod shall be laid across the angle of the slope (perpendicular), with staggered joints and secured by tamping, pegging, stapling or other approved methods of temporarily securing each piece. Large-roll turfgrass

sod shall be laid in the direction of the slope, with temporary securing being at the discretion of the installation contractor.

1.2.12.e. Swales and Intermittent Waterways: The installation of turfgrass sod within drain ways or intermittent waterways shall be determined after considering maximum channel velocities for storms of a designated intensity. Traditional size turf grass sod shall be laid perpendicular to the direction of flow and pegged to resist washout during the establishment period, while large-roll pieces shall be laid in the direction of the flow, with temporary securing being at the discretion of the installation contractor.

1.2.12.f. Watering and Rolling: The installation contractor shall water the turfgrass sod immediately after transplanting to prevent drying. As sod placement is completed in any one section, the entire area shall be lightly rolled. It shall then be thoroughly watered to a depth sufficient to ensure the underside of the new sod pad and soil immediately below the pad are thoroughly wet. The Contractor shall be responsible for having adequate water available at the site prior to and during installation.

1.2.12.g. All turfgrass sod shall be uniform in color, leaf texture and shoot density and shall be reasonably free of weeds, diseases and other visible imperfections at acceptance.

1.2.13. Turfgrass Sod Establishment:

1.2.13.a. The establishment period for turf shall begin immediately after installation, with the approval of the COR. All turf established by the Contractor shall be irrigated and fully maintained by the Contractor until final acceptance is made by the Government. The Governments reserves the right to increase or decrease frequency of watering as deemed necessary.

1.2.13.b. Watering: Irrigate area routinely and as required to ensure complete and satisfactory sod establishment. Apply water at a moderate rate so as not to

flood the plants and turf. Soil on sod pads shall be kept moist at all times to maintain moist soil to a depth of at least 4 inches. Sod shall be watered daily for the first 10 to 14 days to avoid dry out. Then, water sod routinely as needed to prevent visual wilt (blue/gray hue). In all cases, Contractor shall coordinate irrigation schedules with the COR.

- 1.2.13.c. Eradicate all weeds. Water, fertilize, over-seed, and perform any other operation necessary to promote the growth of grass. Replant areas void of turf 0.1 m² (one square foot) and larger in area. Mow the new lawn at least three times, prior to the final inspection. Begin mowing when grass is two and one-half (2-1/2) inches high. Mow to a two (2) inch height per each of the three mowing's prior to final inspection. String trim/stick trim/edge the turf around the headstones/markers at least three times, maintaining the same surrounding height of the mowed turf prior to the final inspection. Begin trimming when grass is three and one-half (3-1/2) inches high.
- 1.2.13.d. Mowing: Mowing shall be performed in accordance with the requirements of paragraph **1.3**. The first mowing shall not be attempted until the turfgrass sod is firmly rooted and securely in place. Begin mowing sod when plant height reaches two and one-half (2-1/2) inches or as otherwise directed by the COR.
- 1.2.13.e. Fertilizing: Apply turf fertilizer after sod is fully rooted; established and has been mowed at least 2 times. Provide and apply a 3:1:2 ratio (preferably analysis of 21:7:14) or similar; the fertilizer shall have a 50% of nitrogen in a slow release form. Fertilizer SDS and Labels shall be submitted and accepted by the CD Agronomist and the COR prior to application.
- 1.2.13.f. Continue mowing and irrigation until sod is 100% established. After the sod has been established the Contractor shall request a Final Inspection in writing to the Contracting Officer and COR.
- 1.2.13.g. Germinated weeds must be eliminated by spraying with a typical three-way broadleaf herbicide combination product or with DriveTM or an approved equal post emergence herbicide for control of crabgrass or both

if necessary to achieve 100% turfgrass cover. The seedling turfgrass shall be mowed at least three times before any herbicide treatment is applied.

1.2.14. In areas where turf work has been completed, clear the area of all debris. Any areas damaged during establishment operations must be restored to their original condition.

1.3. MOWING PROCEDURES AND EQUIPMENT FOR TURFGRASS SOD ESTABLISHMENT

1.3.1. The Contractor shall use rear-discharge mowers or mowers with mulching decks only. At no time is freshly mowed grass to be blown onto headstones. Riding mowers may be used if they are not operated within two (2) inches of headstones, flat markers, monuments, tree trunks or other vertical surfaces.

1.3.2. Commercial grade power trimmers and power edgers shall be used to trim grass from around headstones, monuments, flat-markers, etc. The Contractor shall use trimmers with a plastic blade attachment to cleanly trim edges around all flat markers. Care must be taken not to chip flat markers with blades.

1.3.3. All mowing equipment shall be cleaned before mowing at the Cemetery to reduce the risk of introducing contaminant weed seeds into the cemetery turf. No equipment will be cleaned on cemetery property.

1.3.4. Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged.

1.3.5. Turfgrass Heights: Turf shall be maintained at a height within one (1) inch of the range as specified in Exhibit (D) or as directed by the COR. The height of grass is what is measured to get the correct cutting height. The cutting height of all mowing equipment shall be set to maintain the specified height. At no time will more than one-third (1/3) of leaf blade be removed during any single mowing.

- 1.3.6. Trimming: The base of headstones, trees, monuments, markers, buildings walls, fences, signs and other vertical surfaces shall be trimmed to keep the grass within one (1) inch above the range as specified in Exhibit (D) or as directed by the COR. Trimming operations will be considered a part of mowing and accomplished concurrently with mowing operations. A mowing cycle will not be considered complete until all trimming operations are accomplished. Areas will be mowed first, followed by the trimming operation.
- 1.3.7. Mowing and trimming will be accomplished free of scalping, rutting, bruising, and uneven and rough cutting. Use of cutting equipment that is out of adjustment, thereby causing streaks or irregularities, uneven cutting, plowing, or gouging of the soil is not permitted. After cutting, grass will have a uniform height.
- 1.3.8. Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear, prevents wheel rutting, and provides a neater appearance. All mowing around trees will be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf.
- 1.3.9. Mowing, trimming and edging operations will not damage headstones, flat-markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc.

1.4. TRASH, DEBRIS & LEAF REMOVAL

- 1.4.1. Debris and Trash: Any item, material, or foreign object not permanently attached to or planted within the cemetery grounds and boundaries. Items include, but are not limited to, fallen twigs and branches that are under ten (10) inches (25.40 cm) in diameter, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic items, loose rock and stone over three (3) inches (7.62 cm) in diameter that are not the apparent result of an interment. Not included is the material found within trash receptacles.
- 1.4.2. Contractor shall collect and dispose of all debris and trash before and after each mowing and trimming event within the Cemetery.

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

---END OF STATEMENT OF WORK---

B.4 DIGNITY STANDARDS

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

contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.

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

B.5 SBA ACT (8(d)(13)(B)

(B) NOTICE.—

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

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

B.6 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR Clause 852.219-10. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR Sub-Part 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR Sub-Part 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

SECTION C - CONTRACT CLAUSES

C.1 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

C.2 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

C.3 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right,

title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008

C.4 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if—

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of Clause)

C.5 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION (NOV 2006)

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

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

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

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 30 days, but in any event, before starting work.

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.243-1	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
52.247-34	F.O.B. DESTINATION	NOV 1991
852.246-71	INSPECTION	JAN 2008

C.6 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

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

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

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

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

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

(End of Clause)

C.7 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 no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

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

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

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

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

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

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

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

shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and

conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

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

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

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

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

(u) *Unauthorized Obligations.*

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other

comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of Clause)

C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017) ALTERNATE II (JAN 2017)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

(v) Alternate IV (NOV 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (OCT 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (JUN 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
 - (ii) Alternate I (JUN 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
 - (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (MAY 2014) of 52.225-3.
 - (iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

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

(51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

(56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(J)(1) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(M) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989).

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

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

(P) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016).

Note to paragraph (e)(1)(ii)(P): 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.

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

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

(S)(1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(T) 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.

(U) 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)

C.9 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through 365 Days after award.

(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.10 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$200,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 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.11 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

(End of Clause)

C.12 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 days.

(End of Clause)

C.13 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

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

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

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

(End of Clause)

C.14 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 \$200,000.00 property damage.

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

(End of Clause)

C.15 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.16 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.17 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.18 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

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

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

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

(b) *General.*

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

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

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

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

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

(End of Clause)

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: ATTACHMENT 1- GENERAL CONDITIONS.

See attached document: ATTACHMENT 2 - CEMETERY MAP.

See attached document: ATTACHMENT 3 WORK SUMMARY PROGRESS REPORT.

See attached document: ATTACHMENT 4 - Contract Discrepancy Report (CDR) (form).

See attached document: ATTACHMENT 5 WORK ASSIGNMENT.

See attached document: ATTACHMENT 6 - Initial Headstone Marker Raise and Realign Survey form.

See attached document: ATTACHMENT 7 - DAILY HEADSTONE MARKER RAISE REALIGN VERIFICATION SURVEY.

See attached document: ATTACHMENT 8 LIST OF REFERENCES.

See attached document: ATTACHMENT 9 Wage Determination No 2015-5253 Revision 1 for Ft Sam Houston NC.

See attached document: ATTACHMENT 10 EMPLOYEE STATEMENT OF COMPLIANCE.

See attached document: ATTACHMENT 11 - VENDOR PORTAL GUIDE.

See attached document: ATTACHMENT 12 Section D Attachment List.

SECTION E - SOLICITATION PROVISIONS

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2012
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015

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

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

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

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

(End of Provision)

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

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

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.6 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. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, 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 receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

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

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

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

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

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

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

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

award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

ADDITIONAL INSTRUCTIONS

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

Quote Package Requirements: Offerors shall submit their quote package via the Vendor Portal, the Vendor Portal Guide is provided as an attachment. The quote package shall contain the following:

- **SF-1449** with completed blocks 17a & 30 (a, b & c) and Acknowledgement of all Amendments. An authorized official of the firm shall sign the Standard Form 1449 (SF 1449) and any Amendments. An Acrobat PDF file shall be created to capture the signatures for submission.
- **Complete Contract Administration Data**, Section B.1, paragraph 1a.
- **Complete Section B Price Schedule** for all items in the Schedule of Prices. Offerors shall agree to hold firm their pricing for 90 days.
- **FAR 52.222-43 Statement of Compliance:** Offerors shall provide a statement acknowledging its understanding and compliance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards– Price Adjustment (Multiple Year and Option Contracts). In accordance with FAR 52.222-43, subparagraph (b), Offerors shall not include escalation of wage and fringe benefit rates for Service Contract Act covered employees in the option periods of performance. Wage and fringe benefit rates used for the base performance period will be used in establishing pricing for all periods of performance in the option years. In accordance with the referenced clause, the contractor may be entitled to an adjustment in contract price only when a new SCA wage determination is modified into the contract and it affects wages and fringe benefits of covered employees.
- **Past Performance Questionnaires:** Offeror shall complete the top portion of the form and forward to the client for completion. The client shall forward the completed form to the contracting officer via email: twillie.curry@va.gov . The Offeror is responsible for ensuring the completed Questionnaires are received by the Contracting Officer by the deadline for receipt of quotes established on page 1 of the SF 1449, block 8.
- **Technical Quote** (see addendum to FAR Clause 52.212-2 “Evaluation – Commercial Items”.)
- **Completed FAR Provision 52.212-3** “Certifications and Representations”, indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov> and submit the appropriate information according to the first paragraph within the clause.
- **Statement of Compliance:** Offerors shall provide a statement acknowledging its understanding of FAR part 19 as it relates to SDVOSB performance requirements in service contracts, FAR 52.219-16, and VAAR clause 852.219-10. The statement shall include the percentage of work to be performed by the prime and the percentage of work to be performed by any and all sub-contractors. If the Offeror is self-performing a statement indicated so shall be included.
- **Required Licenses, Certifications, Insurance, Resumes, etc.**
- **Bonding Statement:** Offerors shall include a statement indicating their ability to obtain bonding.
- **Teaming/Joint Venture Agreements:** If an offeror is submitting an offer as a joint venture, that joint venture shall submit its offer as a separate legal entity which must be verified in VA’s VIP database at the time of offer and award to be considered for award. Agreements shall be approved by Office of Small and Disadvantage Business Utilization (OSDBU).

Failure to submit all required documentation may result in your submission being removed from consideration for Award. A quote submitted in one lump sum and without clear identification of volumes with required information; will be removed from consideration for award (see Table 1 below for Volume structure).

All responsible vendors must be registered in the System for Award Management (SAM) and Active/Verified as an SDVOSB in the VETBIZ (VIP) database, at time of quote submission and thru payment of final invoice.

All information shall be confined to the appropriate Volume. Quote page limitations are applicable to this procurement. The page count will be determined by counting the pages in the order they appear in the print layout view. Pages in violation of the limitations will be removed prior to evaluation.

Quote FORMAT

1. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each.
2. Font size shall be no smaller than 11-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
3. Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape.
4. Line spacing shall be set at no less than single space.
5. Each paragraph shall be separated by at least one blank line.
6. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 11-point font requirement.
7. Footnotes to text shall not be added.
8. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the offeror’s page limitations unless otherwise indicated in the specific volume instructions below.
9. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated.
10. The following page limitations are applicable to this procurement:

See table below to summarize how to submit a quote. PDF, XLS (NOT Locked), and MS WORD documents are acceptable formats for submission of quotes. NOT ACCEPTABLE DOCUMENTS: JPEG, TIFF or PNG files.

Table 1

Volume	Factor	Title and format	Page Limitations
Volume I	Past Performance Questionnaires (PPQ)	Past Perf.doc/pdf	5 pages for Prime and 5 pages each Sub (if any).
Volume II	Technical Quote	Tech.doc/pdf	20 pages
Volume III	Completed Price Schedule	Price.xls/pdf/doc	No Limits – Do NOT Lock
Volume IV	Signed SF-1449 and Amendments, Reps and Certs, Certifications, Licenses, Bonding statement, Insurance cert, OSHA certs, Statements of Compliance etc.	ReqDocs.doc/pdf	No Limits

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

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

Quote packages that do not contain all the above materials shall be rejected and quote shall not be considered.

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

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

All questions pertaining to this solicitation shall be submitted via the Vendor Portal by the deadline for questions on page 1, block 20 of the SF 1449. A response to questions submitted in response to the RFQ will be provided and posted on the Federal Business Opportunity (FEDBIZOPPS) website. Questions and answers will not be handled via E-mail or phone.

(End of Addendum to 52.212-1)

E.7 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

The Government will award a Firm Fix Price contract resulting from this solicitation to the responsible offeror whose quote is the Lowest Price Technical Acceptable (LPTA) and meeting or exceeding the acceptability standards for non-cost factors. The award will be made without discussion.

Description: The Contractor shall furnish labor, supervision, quality control, transportation, parts, materials, equipment, parts, supplies, supervision or incidental necessary to Remove and level topsoil surface, renovate and re-establish turf grass stand in certain Sections , in addition to cleaning flat markers at Ft Sam Houston National Cemetery, 1520 Harry Wurzbach Road, San Antonio, TX 78209. Period of Performance is (365) Calendar Days from date of award. The Contractor shall complete all work within (365) Calendar Days after receipt of Notice to Proceed (NTP),

Price: Price will be evaluated for reasonableness and realism:

1. In order to ensure a fair and reasonable price, the Government will compare proposed prices received in response to the solicitation. Normally, adequate price competition establishes a fair and reasonable price when two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement.
2. In addition to a price comparison, quoted prices will also be compared to the Independent Government Estimate (IGCE). A quote that provides a price with no substantial information on pricing and/or performance will result in an inferior quote and maybe considered non responsive. In limited situations, a cost analysis may be appropriate to establish reasonableness of the otherwise successful offeror's price. In addition, offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items for the base and or option years is significantly overstated or understated as indicated by the application of analysis techniques. Offers that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

Technical Capabilities:

Factor 1– Technical Capability Factor: Offeror shall address in detail the Technical Capabilities by describing their proposed approach to each sub-factor. The approach must meet Contract requirements which will be evaluated with respect to providing the VA with a highest level of confidence in successful performance. All technical sub-factors shall be considered based solely by the quote provided, the extent in which the quote demonstrated a clear understanding of the requirements, and problems involved in meeting or exceeding the standards for the various tasks, and their ability to meet the Contract requirements. Ratings will be based on the extent to which the offeror addresses each of the sub-factors. Quote may exceed the minimum requirements. *This section shall be no longer than 45 pages.*

Technical Evaluation Sub-factors: Sub-factors should clearly and fully demonstrate the offeror's knowledge, capability, and experience regarding the technical requirements. Merely stating that an offeror understands and will comply with the technical requirements will be deemed an insufficient demonstration of understanding. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" are inadequate. Failure to follow instructions regarding the format and content of the quote also may result in the quote being deemed unresponsive.

- (1) The Technical Capability Sub-factors may be evaluated strictly on the merit of the technical material submitted; no price information is to be included in any part of the Technical Quote. Where estimated resource hours will provide clarity, they shall be quoted in resource hour figures only, with no indication as to the associated cost.
- (2) The Technical Capability shall consist of three (3) sub-factors that provide the specific information required in the order presented below. Technical Capabilities Sub-factors one (1), two (2), and three (3) are equal in importance.

Sub-Factor 1 - Detailed Technical/Management Requirements: The detailed Technical/Management Requirements section shall specifically address all technical and management requirements set forth in this Request for Quote (RFQ) including any exhibits or amendments. **No more than 15 Pages.** Resumes not included.

- Contractor shall submit experience/expertise with the Cemetery Turf Renovation and Maintenance:
 - Earthwork: Site Preparation, Excavation, Filling and backfilling, Grading & soil Disposal.
 - Turf grass Renovation and Reestablishment: Topsoil & Renovation Process.

- Headstone and Flat Markers Cleaning, maintenance of Total Turf Renovation.
- Refilling of Sunken Graves and Ground Repair.
- Lawn Maintenance: Mowing, Trimming and Edging.
- Sod Replacement and/or Seeding.
- Fertilizer and Weeding.
- Trash and Debris Removal.
- Leaf Collection.
- Operation of equipment in the vicinity of headstones.

Sub-Factor 2 - Cemetery Maintenance Plan: The bidder shall supply a summary technical description of the proposed Cemetery plan to successfully maintain the National Cemetery. Include in this section a plan written to the requirements of the RFQ which outlines and details your proposed approach and sequence to accomplish all of the requirements contained in the Statement of Work. The summary shall be written so that a lay person can easily grasp the essence of the Cemetery Turf Renovation and Maintenance plan being proposed. The contractor shall explain the **nature of the “Standards” or service assurance** in the event that its commitments are not met. **No more than 15 Pages.**

NOTE: Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW.

Sub-Factor 3 - Staffing Plan/Contractor Team Arrangements: It is mandatory that the Offeror be solely responsible for completing the contract. Offeror is to describe the following to satisfy Sub-Factor 3:

- The proposed staffing plan inclusive of labor breaks down for your firm and for subcontractors (if any).
- Labor Breakdown Codes generated from the attached Wage Determination.
- The role of the management/supervisors overseeing employees and project and percentage of availability.
- How long it will take to fully staff the contract.
- How the offeror plans to retain the proposed staffing levels, information on turnover rates and related recruiting efforts.
- Offeror is to provide a thorough list of equipment, vehicles, supplies, products and materials that it proposes to use under the contract. Equipment type, model and age; **No more than 15 Pages.**

Past Performance:

Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

- 1) Past Performance will be evaluated for Quality of Service, Schedule, Business relations with Customers, Management of Key Personnel, Safety, Problem Resolution, Invoice Accuracy, and Overall Performance of the company in this area. Utilizing the Past Performance Questionnaire, offeror's shall provide three (3) references within the last five (5) years that are similar in size and scope and that are deemed relevant to the requirement of this solicitation. The Government will use information submitted by the offeror and other additional sources such Federal Agencies as well as commercial sources in order to access past performances. In addition, the Government will also validate past performance information by utilizing the Federal Government's Contractor Performance Assessment Reporting System (CPARS). The questionnaire in conjunction with the Government's Past Performance Information Retrieval System (PPIRS) will be utilized in validating an offeror's past performance acceptability rating. Offerors are to demonstrate successful performance under contracts (ongoing or completed) which are similar in scope, magnitude, price, and complexity to the subject requirement. In cases where an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorable or unfavorable (neutral). This includes non-like referrals and referrals where contact information provided cannot be reached telephonically or by email. In cases where an offeror has relevant past performance, but chooses not to use it, the offeror may be evaluated unfavorably.
- 2) An acceptable rating is based on the offeror's performance record and whether the Government has reasonable expectations that the offeror will successfully perform the required effort or the offeror's performance record is unknown. An unacceptable rating will be based on the offeror's performance record and whether the Government has no reasonable expectations that the offeror will be able to successfully perform the required effort. If the Contracting Officer determines that a Small Business' past performance is not acceptable, the matter shall be referred to the Small Business Administration for a Certificate of Competency determination.

- 3) 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, unless a written notice of withdrawal is received before award.

The Government reserves the right to reject all quotes received in response to this solicitation, if doing so is in the best interest of the Government.

E.8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (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 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—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

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

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

Is the immediate owner owned or controlled by another entity: Yes or No.

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

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

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

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

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

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

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

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)

E.9 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Requirements (with Firm-Fixed Price CLINs) contract resulting from this contract resulting from this solicitation.

(End of Provision)

E.10 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Mr. TWILLIE L. CURRY III

Hand-Carried Address:

Department of Veterans Affairs

NCA Contracting Service
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

Mailing Address:

Department of Veterans Affairs

NCA Contracting Service
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

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

(End of Provision)

E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

(End of Provision)

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

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

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

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

E.12 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)