

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 109		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-17-R-0524		
						6. SOLICITATION ISSUE DATE 07-21-2017		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ann R. Manning, ann.manning@va.gov			b. TELEPHONE NO. (No Collect Calls) (303) 914-5710		8. OFFER DUE DATE/LOCAL TIME 08-14-2017 4:00pm MST	
9. ISSUED BY Department of Veterans Affairs National Cemetery Administration 155 Van Gordon Street Suite 510 Lakewood, CO 80228				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 <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) NAICS: 561730 SIZE STANDARD: \$7.5 Million				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		
15. DELIVER TO Dallas Fort Worth National Cemetery 2000 Mountain Creek Parkway Dallas, TX 75211				16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration 155 Van Gordon Street Suite 510 Lakewood, CO 80228				
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY http://www.tungsten-network.com/customer-campaigns/veterans-affairs/ 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. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<p>The Contractor shall furnish labor, supervision, quality control, transportation, parts, materials, equipment, supplies, necessary or incidental to remove, raise, realign, reset, and clean designated upright headstones at the Dallas-Fort Worth Cemetery. This also includes turf renovation and earth work.</p> <p>100% Set aside for SDVOSB</p> <p>Deadline for submission of questions: August 7, 2017 4:00PM MST</p> <p>To schedule a Site Visit contact Melvin Carson: (214) 467-3374</p> <p>ALL VENDORS SHALL SUBMIT THEIR PROPOSAL AND QUESTIONS THROUGH VENDOR PORTAL AT: https://www.vendorportal.ecms.va.gov.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>							
25. ACCOUNTING AND APPROPRIATION DATA					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 type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

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

a. CONTRACTOR: Name _____
Address _____

DUNS:

Point of contact name:

Phone:

Email:

b. GOVERNMENT: Contracting Officer 00786
Department of Veterans Affairs National Cemetery Administration
Contracting Service
155 Van Gordon Street
Suite 510
Lakewood, CO 80228

Ann R. Manning
Contracting Officer/ (303) 914-5710
Contract Administrator ann.manning@va.gov

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

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

3. INVOICES: Invoices shall be submitted in arrears after Government acceptance of services:

Other: ☒ Monthly, after Government acceptance of services

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

Contents of Invoice:

- Contractor Information (Name, Complete Address, Telephone Number, Taxpayer Identification Number)
- Date of Invoice
- Invoice Number
- Purchase Order Number (Only one purchase order may be included on each invoice submitted)
- Cemetery Name
- Unit Cost
- Total Invoice Amount
- What Was Provided
- OBLIGATION number

9. POST AWARD CONFERENCE:

Prior to commencement of work, contract awardee is required to make an appointment with Contracting Officer's Technical Representative (COTR) to assure that all parties understand all contractual obligations and the role that each party serves.

10. GOVERNMENT HOLIDAYS:

Holidays observed by the Federal Government:

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

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

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

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation include 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 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

B.3 PRICE SCHEDULE

PRICE SCHEDULE OF SERVICES: BLOCK 19 AND BLOCK 20

Period of Performance: 180 Calendar Days From Receipt of Contract Award					
CLIN No.	<u>Description:</u> <u>Grounds Maintenance Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Est. Total Cost</u>
0001	Raise/lower, realign, level, backfill upright granite headstones in Section 76. Includes surveying and installation.	1,619	EA	\$ _____	\$ _____
0002	Level topsoil surface, renovate and re-establish turf grass stand in Section 76.	114,930	SF	\$ _____	\$ _____
0003	Clean upright granite headstones	1,619	EA	\$ _____	\$ _____
			Total Estimated Cost:		\$ _____

SITE VISIT

A Site Visit will be held at Dallas-Fort Worth National Cemetery, 2000 Mountain Creek Parkway, Dallas, Texas 75211.

- a. Questions regarding the solicitation should be submitted via e-mail to the Contracting Officer in accordance with the deadline annotated on Page 1 of the SF1449.
- b. If you plan to conduct a site visit / inspection of the Dallas-Fort Worth National Cemetery, YOU MUST CONTACT one of the following personnel to make arrangements:

Dallas Fort Worth National Cemetery Contacts

Larry Williams, Cemetery Director

(214) 467-3374

Melvin Carson, General Foreman

(214) 467-3374

Facsimile #

(214) 467-3316

B.4 PERFORMANCE WORK STATEMENT

1. 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 upright headstones; renovate turf in designated burial sections with additional earthwork in certain sections; at the Dallas Fort-Worth National Cemetery, Dallas, TX, and hereafter referred to as “Dallas Fort-Worth National Cemetery” or “Cemetery” as required by Section A1, “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.

2. 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.

3. 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.

4. INTRODUCTION:

The Department of Veteran Affairs, Dallas-Fort Worth National Cemetery intends to award a fixed price contract to remove, raise, realign, reset, and clean designated upright headstones; and renovate designated sections of turf in designated burial sections with additional earthwork in certain sections. The Dallas-Fort Worth National Cemetery is located at 2000 Mountain Creek Parkway, Dallas, TX 75211.

5. CONTRACT OBJECTIVES:

To complete the upright headstone raise and realignment and turf renovation project at the Dallas-Fort Worth 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.

6. SUMMARY OF WORK:

- i. The Contractor shall **raise/lower, realign, reset, backfill, and clean upright headstones** at the Cemetery in a manner that will meet or exceed the requirements to present a clean, neat, professional, and aesthetic headstone appearance and in accordance with Contract Specifications. Services include, but are not limited to work consisting of extracting, resetting, aligning, backfilling, and compacting upright headstones 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 turfgrass sod, preservation of existing cemetery features (lawns, paving, roads, stones and markers).
- 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.

7. PERIOD OF PERFORMANCE: The period of performance is 180 calendar days from receipt of contract award.

8. PROJECT REQUIREMENTS:

- i. The Contractor shall be responsible for full execution of the facility's upright headstone 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) Upright Headstone Setting, Raising, and Realignment in accordance with the contract requirements.
 - 2) Cleaning Upright Headstones;
 - 3) Turfgrass Renovation;
 - 4) Layout of the work and for all measurements in connection with the layout;
 - 5) Utilizing existing burial section grid monumentation for all headstone row layout work;

- 6) Executing the work to the lines and grades needed to accomplish the work and to ensure that headstones 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.

9. SPECIFIC REQUIREMENTS FOR RAISE AND REALIGNMENT PROJECTS

To ensure the accuracy of upright headstone 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 correct Gravesite Layout Map(s) within 2 calendar days of receipt of contract award. The COR or Cemetery Director/designee shall conduct an initial gravesite verification survey prior to the R&R of any headstone 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 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. Upon completion of the verification survey and corrective actions as necessary, the COR shall certify the survey by signing the Headstone Raise & Realign Verification Survey sheet (see Attachment 4). A copy of the signed Headstone 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 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 on the correct gravesite using the same Burial Register Report and gravesite layout map(s) that were used for the initial headstone 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 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 on the gravesite, the Contractor shall prepare these sites by hand. At no time may headstones be removed from the gravesites.
- iv. The Contractor is responsible to protect headstones during the raise and realignment, and turf renovation process from damage or being discolored from contact with dirt, soil or other contaminants.
- v. **Headstones shall not be physically removed from the gravesite during the raise and realignment or turf renovation projects.**

10. 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 headstone 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 headstones 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.

11. 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 headstones 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 headstones out of the ground; pick axes are not an acceptable tool.
- vi. No tools, equipment or other items will be placed or leaned on headstones 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 9);** 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.

12. 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.

13. 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.

14. 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.

15. INSPECTION AND CLEANING OF CEMETERY FACILITIES:

- i. The Contractor shall perform daily worksite inspections. During these inspection the appearance of the Cemetery will be observed, and any deficiencies from the contract shall 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 Dallas-Fort Worth National Cemetery. The inspection forms will be provided to the Contractor. (See “Work Summary and Progress Report”, Attachment 2).

16. 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.

17. PHASING AND WORK SEQUENCING

- i. Contract work shall be accomplished in a sequential manner, with the realignment work limited to no more than one (1) row of headstones at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent burial rows until such time that work has been completed in prior burial rows. 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 headstone raise and realign work in order to achieve the specified requirements for flowing precision uniformity of headstones with the leveled burial section surface terrain.

18. CONTRACTOR RESPONSE TIMES: In the event of an unsafe condition discovered by the Government and caused by the Contractor, the Contractor shall abide by the following 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.
- ii. After Normal Hours: After Hours requests warrant rapid response in order to safeguard the cemetery and its visitors and restore the work area(s) to a safe condition. The Contractor shall respond to all after normal hours requests made by the COR within one (1) hour of the initial call.
- iii. Calls by other Government employees other than the COR shall not be acted upon, but shall be referred to the COR for review. Repairs shall begin as expeditiously as circumstances allow and should normally be completed within (24) hours of the initial emergency call. The Contractor shall keep the COR fully informed of the situation and what action will be taken to secure and correct the situation.

19. 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) if so requested by the Contracting Officer.

- 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.

20. QUALITY ASSURANCE:

- i. The COR will evaluate the Contractor's performance. The COR will evaluate the Contractor's performance through on-site inspections, and receipt of complaints from cemetery personnel.
- ii. The COR may inspect each task as completed or increase the number of quality assurance inspections if called for by repeated failures discovered during inspections or repeated customer complaints. Likewise, the COR may decrease the number of quality assurance 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).

21. 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 Headstones: Raised and realigned headstones 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 Headstones: Headstones 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.

22. ACTIONS:

- i. The COR will initially provide all written inspection reports to the Contracting Officer of Contractor discrepancies or non-performance within one work day of COR identification of a Contractor performance issue. The Contracting Officer will discuss the respective performance issue. A COR notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contracting Officer 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.

23. WARRANTY

- i. The Contractor shall warrant headstone 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.

24. 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.

25. 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 Cemetery Director, the COR and/or the Contracting Officer for guidance; and stop any further work and await permission to proceed.

GENERAL CONDITIONS

A. WORK ENVIRONMENT AND WEATHER CONDITIONS

- i. All work under this service Contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, heat, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Weather will not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it may be necessary to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government. If weather conditions are such the work performed on that day may cause more damage to the Cemetery grounds than good, the COR has the authority to stop work until conditions improve and the COR directs continuation of performance.
- ii. Due to the sensitive mission of the Cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel shall exercise and exhibit absolute decorum, composure and stability at all times and refer such individuals to Cemetery staff.

B. SAFETY AND ENVIRONMENTAL PROTECTION

- i. The Contractor shall be responsible to ensure all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- ii. Matters related to safety, and any actions of the Contractor shall meet all safety requirements, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.
- iii. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area. All open and unattended holes in the ground must be covered with plywood and/or barricaded for pedestrian safety.
- iv. Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
- v. Dust Control: Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming.

C. FIRE SAFETY

- i. Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.
 1. National Fire Protection Association (NFPA):
 - a) Standard for Portable Fire Extinguishers
 - b) Flammable and Combustible Liquids Code
 2. Occupational Safety and Health Administration (OSHA)
 - a) 29 CFR 1926, Safety and Health Regulations for Construction
- ii. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926.
- iii. Means of Egress: Do not block exits for occupied buildings, including paths from exits to roads. 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.
- iv. Situate temporary facilities, such as trailers, storage sheds, and dumpsters, away from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
- v. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- vi. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- vii. Smoking: Smoking is prohibited except in designated smoking rest areas approved by the COR.

D. OPERATIONS AND STORAGE AREAS

- i. Working space and space available for storing materials will only be available at the approval of the COR or Contracting Officer. If approved, the location is to be where approved by the COR or where shown on drawings as the “Contractor Staging Area”. It is understood the VA will not be held responsible for any damage to the Contractor’s equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site. Contractor shall base operations out of this staging area, using it for materials and equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc.
- ii. “Contractor Staging Area” fencing: Before work operations begin, Contractor shall provide a chain link fence, six (6) feet minimum height, around the “Contractor Staging Area”. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade. After completion of project work, Contractor shall remove fencing and restore area back to original condition.
- iii. “Contractor Staging Area” facilities: Temporary buildings (e.g., storage sheds, shops, offices) may be erected by the Contractor within the approved “Contractor Staging Area” with the approval of

the COR or Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

- iv. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. Do not store materials and equipment in other than approved areas. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- v. The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- vi. Execute work in such a manner as to interfere as little as possible with work being done by others. To minimize contract activity interference with flow of cemetery traffic, keep roads, walks and entrances to grounds, parking and occupied areas of buildings clear of materials, debris and standing equipment/vehicles at all times. At least one lane must be open to traffic at all times.
- vii. Coordination of work with COR or authorized designee: The burial activities at a National Cemetery will take precedence over contract activities. The Contractor shall cooperate and coordinate with the COR or authorized designee, in arranging schedule to cause the least possible interference with cemetery activities in actual burial areas. Work noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period.

E. TEMPORARY TOILETS

The contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COR approved "Contractor Staging Area" only. It will not be permissible to locate portable toilet facilities in any other locations throughout the Cemetery. Use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract. All connections and appliances connected therewith shall be removed prior to completion of contract, and premises left perfectly clean.

F. DISPOSAL AND RETENTION

- i. Contractors shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures headstones, and monuments at the end of each workday. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals are to be used at any time on Government property with the exception of herbicide

treatments. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.

- ii. At the end of each day the Contractor shall remove all debris from the Cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site.
- iii. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall provide his/her own REFUSE FACILITIES, and these shall only be located in the COR approved "Contractor Staging Area". Do not place dumpsters or refuse facilities in any other location at the Cemetery other than the approved "Contractor Staging Area". The contractor shall dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR.
- iv. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act (RCRA) and all other applicable Federal, State, and Local law and regulations. On-installation storage or disposal of hazardous waste is NOT allowed.

G. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- i. The Contractor shall preserve and protect all existing cemetery features, structures, equipment, and vegetation (such as lawns, paving, roads, stones, markers, trees, and shrubs) on or adjacent to the work site that are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the COR, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.
- ii. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- iii. Protection of Existing Utilities: Contractor shall be responsible for damages to utilities, above and below ground.
- iv. Refer to paragraphs, "Operations and Storage Areas", "Alterations", and "Restoration" for additional instructions concerning repair of damage to structures and site improvements.

H. RESTORATION

- i. Damage to Government property: The Contractor (including his or her employees, subcontractors, consultants or the like) shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones, valve boxes, grid monument

control markers, trees, plant beds, etc., which are chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the COR prior to repair, replacement, or installation.

- ii. Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, do not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.
- iii. Upon completion of Contract, Contractor shall deliver work complete and undamaged. Existing cemetery features (such as lawns, paving, roads, and walks) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay. Scheduling of services shall be coordinated with the COR to avoid disruption of ongoing cemetery operations.
- iv. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen/subcontractors to existing cemetery infrastructure.

I. USE OF ROADWAYS

For hauling, Contractor shall use only established public roads and roads on cemetery property and, when authorized by the COR, such temporary roads which are necessary in the performance of Contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well-constructed bridges.

J. AVAILABILITY AND USE OF UTILITY SERVICES

- i. **WATER:** Water will only be made available via Contractor connection to existing cemetery water system in existing locations where connection is available, and for purposes of this Contract only. The Contractor at Contractor's expense and in a workmanlike manner satisfactory to the COR shall be responsible for installing and maintaining temporary connections to the cemetery water supply in accordance with regulations. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained. In locations where cemetery water system is not readily available, the Contractor shall provide and utilize portable water tanks and/or water trucks as necessary to transport water to areas where needed in order to complete the work required by this Contract.
- ii. **ELECTRICITY:** In case the Contractor requires electricity while in performance of this Contract, the Contractor shall provide and utilize portable generators as necessary to complete the work.

K. WORK PERFORMED BY OTHERS ON SITE

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it shall be provided by the COR. The Contractor Supervisor shall be responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of

this contract. The Contractor Supervisor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR to resolve the issue.

L. PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the commencement of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal or as other times where the COR deems necessary during the duration of the project.

M. REPORTING AND RECORD KEEPING

- i. The Contractor Supervisor shall report on a daily basis to the COR at the main office of the Cemetery and log in. This DAILY check-in is mandatory and shall be at a time agreed upon by the COR and the Contractor Supervisor within the requirements of paragraph "b" below.
- ii. The purpose of the DAILY meeting is to coordinate and establish the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony, and to submit the required written reports to the COR. These Daily meetings are for the Contractor Supervisor to ask questions and ensure he/she understands the off-limit areas, which may vary depending on the event. The Contractor Supervisor can thus assign tasks accordingly throughout the rest of the Cemetery so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor Supervisor fails to re-direct employees away from an event in a timely fashion, the COR may then assist in doing so.
- iii. The Contractor Supervisor or his designee shall provide the COR the following documentation:
 1. The Contractor Supervisor shall provide WEEKLY and DAILY work schedules to the COR. The contractor is required to schedule all required services and is further required to comply with his schedule except for delays beyond his control. Such delays shall be coordinated through the COR. The work schedule shall include deficient work identified by contractor's quality control inspections and not yet corrected.
 2. The Contractor shall submit the WEEKLY schedule every Friday by 3:00 P.M. indicating the work to be performed during the following week and the DAILY schedule shall be submitted on a daily basis by 8:00 A.M. indicating work being performed on that day.
 3. The Contractor Supervisor shall provide weekly an accurate written report identifying all work that took place within the previous seven calendar days. The contractor shall document services performed, indicate the location where work was to be performed, and provide information to the COR as required.
- iv. A list of scheduled ceremonies will be provided to the Contractor Supervisor the week prior to the scheduled events, and a list of scheduled funerals will be provided daily. The Contractor Supervisor shall be solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor shall be solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR.

- v. The Continental District (NCA-CD) office will provide each Cemetery with the correct Gravesite Layout Map(s) prior to beginning the raise and realignment (R&R) process. The COR or Cemetery Director/designee shall conduct an initial gravesite verification survey prior to the R&R of any headstone or 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 included in the contract services. All inconsistencies will be researched, discussed and resolved with the NCA-CD Executive Director prior to the R&R of any headstone. Upon completion of the verification survey and corrective actions as necessary, the COR shall certify the survey by signing the Headstone 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 the R&R process.
 - vi. 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 Raise & Realign Verification Survey for all headstones raised & realigned (see Attachment 5). The COR/Cemetery Director/designee will verify the accuracy of the placement of headstones on the correct gravesite using the same Burial Register Report and gravesite layout map(s) that were used for the initial headstone 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 Raise & Realign Verification Survey will be maintained by the COR for certifying payments for completed work, tracking project progress and other administrative needs.
 - vii. The Contractor's performance and progress on this contract shall be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes the weekly work scheduled and as needed to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work is behind schedule, he will notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.
- N. SUBMITTALS: The Contractor shall submit the following documents or information in accordance with the table below.

Submittal	Frequency	Submittal Schedule
Work plan/Staffing plan	Initial and as revised	Within 10 calendar days of award
Fire safety plan	Initial and as revised	Within 10 calendar days of award
Emergency contacts	Initial and as revised	Within 10 calendar days of award

Licenses, permits, insurance on vehicles, liability, Workman's Compensation Insurance, etc.	Initial and as revised	Within 10 calendar days of award
Equipment list	Initial and as revised	7 calendar days prior to mobilization
Work schedule	Daily	Every day by 8:00 A.M.
Headstone Raise & Realign Verification Survey	Daily	By 3:00 P.M. during R&R activities
Weekly report and rework list	Weekly	Every Friday by 3:00 P.M.
Sod provider and information sheet	Initial and as revised	Prior to beginning work
Sod delivery tickets and certification	As needed	Upon delivery
Gradation of crushed rock	Initial and as revised	Upon delivery
Topsoil provider and information sheet	Initial and as revised	Prior to beginning work
Fertilizer and herbicides information sheets/labels	As needed	Prior to use
Safety Data Sheets (See FAR Clause 52.223-3)	As needed	Prior to chemical use
Surveyor's license	Initial and as revised	Prior to R&R activities
Headstone survey; new lines and grades	Initial and as revised	Prior to R&R activities
Keystone selection	Initial and as revised	Prior to R&R activities

O. SUPERVISION:

- i. Contractor Supervisor: A competent and experienced English-speaking Contractor Supervisor shall be provided by the Contractor whenever work is being performed - other than trash and debris pick-up. The Contractor Supervisor must have not less than five (5) years of experience as a direct supervisor of grounds maintenance operations that included mowing, trimming, edging, and cleanup in industrial, commercial or public sites. The Contractor Supervisor shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- ii. Contractor Supervisor shall prevent any disruption to the cemetery operations, including funerals, visitor privacy, internal traffic, and utilities.
- iii. In the absence of the Supervisor, the Contractor shall appoint an English-speaking crew foreman or an employee who shall be responsible to insure that the work is being accomplished in an expeditious manner, is performed in accordance with the contract specifications and that the work will progress without undue delay.

P. EMPLOYEE REQUIREMENTS

- i. The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.
- ii. Labor Force and Equipment: The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Contractor shall be responsible to provide all

labor and equipment as necessary to meet deadlines. The Contractor will provide all necessary resources to complete the efforts assigned under the scope of this contract.

- iii. Employee Listing: The Contractor shall maintain and provide the COR a current list of all employees on site including subcontractor personnel. The list shall include the employee's name, job title, and driver's license number.
 - iv. Employee Identification: The Contractor's employees shall wear visible identification at all times while on the premises of the Cemetery.
 - v. Contractor personnel shall park only in the COR approved "Contractor Staging Area" identified for this project. Workers are not allowed to park throughout the cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the Cemetery.
 - vi. The Contractor shall be responsible to ensure that his/her employees (including contractor's consultants, subcontractors, etc.) are aware of all the terms and conditions regarding their performance and conduct during the performance period of this contract.
 - vii. 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 agency/jurisdiction.
 - viii. Contractor personnel are subject to rules of the Cemetery applicable to their conduct.
- Q. ORIENTATION FOR CONTRACTOR EMPLOYEES: The contractor shall be responsible to ensure that contractor employees coming to the work site will receive complete information on each of these subjects:
- i. Safety, Environmental Protection, and Fire Safety.
 - ii. Project Work Schedule, Rules Pertaining To Employee Requirements and Conduct, General Parameter Job Related Issues.
 - iii. Disaster procedures.
 - iv. All technical requirements and work procedures of the contract.

- R. PERMITS AND LICENSES: The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the commencement of work. The contractor shall provide the Contracting Officer copies of these required documents with his/her proposal or as other times where the COR deems necessary during the duration of the project.

S. WORK HOURS

- i. Work may be performed between the hours of 7:30 a.m. to 4:30 p.m. local time, Monday through Friday during normal Federal workdays except observed Federal Holidays or unless otherwise directed by the COR. When situations prohibit work completion during the normal work week, (such as weather-related or contractor-caused delays), then the Contractor may request in writing to the COR at least 5 workdays in advance to work on weekends, as needed, in order to meet the

requirements of performance within the period specified. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified period of performance.

- ii. After Normal Hours/On-Call/Emergency Situations: The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR(s). The point-of-contact shall be available on a 24-hour basis including during weekends, Federal Holidays and after normal hours of operation. The Contractor shall provide phone, pager and cell phone numbers for emergency and/or after hour's situations. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.
- iii. Contractor shall provide name/telephone number(s) for Project Manager (Home Office), Supervisor, and Foreman, including normal and after hours contact numbers, cell and fax numbers.
- iv. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the COR and the Cemetery Director. In the absence of the COR and the Cemetery Director, the Contractor shall contact the local police.
- v. Federal Holidays. The Federal Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, no work will be permitted during Memorial Day weekend activities.

T. CONTRACTOR-FURNISHED ITEMS

- i. The Contractor shall be responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.
- ii. The Contractor shall be responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract. No contractor equipment maintenance repairs of any kind can be done on cemetery property without the COR(s) approval.
- iii. The Contractor shall be responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- iv. Only Contractor equipment and supplies (property) required to perform work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. No personal property, equipment, or vehicles shall be stored on the cemetery premises.

U. THE GOVERNMENT'S RESPONSIBILITIES

- i. The Contracting Officer's Representative will inform the Contractor prior to commencing the work, of any known damages to the cemetery grounds, headstones/markers or any other areas that the Contractor is unaware of and not responsible for in the execution of contract requirements.

This will be provided by the Contracting Officer's Representative within 7 calendar days of award. In addition, a walk-through of the cemetery grounds will be scheduled by mutual agreement of the Government and Contractor, and will be attended by the COR, appropriate contractor personnel (to include the Supervisor/Project Manager).

- ii. The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Utilities will be provided as defined in "AVAILABILITY AND USE OF UTILITY SERVICES".
- iii. Notification of Non-Compliance: The COR will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order ceasing all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such cessation direction shall be made the subject of claim for extension of time for excess costs or damages by the Contractor.

SPECIFICATIONS

SECTION 00 01 10

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**SECTION 04 01 00
HEADSTONE CLEANING**

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**SECTION 04 01 00
HEADSTONE CLEANING**

1.1. DESCRIPTION OF WORK

1.1.1. This section outlines headstone 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 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 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 headstone replacement. The cost of the replacement headstones will be deducted from Contractor’s invoice(s). All headstone 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 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 headstone 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" headstones. The definition of "CLEAN" is listed above in Paragraph 3.13.

--- E N D ---

SECTION 10 80 00

HEADSTONE RAISE, LOWER, REALIGN, LEVEL, BACKFILL

1.1. DESCRIPTION OF WORK

- 1.1.1. This section outlines upright headstone raise, lower, realignment, reset, and backfill services, defined as work consisting of extracting, resetting, aligning, backfilling, and compacting headstones 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. Upright 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. 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 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 and associated decorations or vases.
- 1.1.5. 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. Use care not to scratch or damage headstones in any manner.
- 1.1.6. **WHEN HEADSTONES 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 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.

1.1.7. Contractor shall be responsible for replacing damaged headstones 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 it 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
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- 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. **UPRIGHT HEADSTONE INSTALLATION, BACKFILL, AND COMPACTION**
- 1.2.1. Headstones shall be removed from their sockets per paragraph **1.1.5**.
- 1.2.2. Sockets shall be dug with a three (3) inch clearance at the front, back, sides and underneath the headstone. Headstone sockets shall be dug to the required depth to meet the height and alignment requirements as specified in paragraph **1.4.7**.
- 1.2.3. All headstone sockets shall be clean and free of loose dirt and debris prior to adding Crushed Rock Base Material.
- 1.2.4. Moistened Crushed Rock Base Material shall be added and heavily tamped to 90% to 95% compaction in the bottom of the sockets to provide a minimum three (3) inch footing under the base of the headstone prior to the re-installation of the headstones. Moistened Crushed Rock Base Material shall be placed around all four sides of the headstones and compacted, providing for a minimum fourteen (14) inches depth of Crushed Rock Base Material along the sides of the headstone as measured from the bottom of the headstone. Typically there should be three (3) inches of space remaining from the top of the compacted Crushed Rock Base Material to the ground surface to allow tamped topsoil and grass seed to be applied, to match surrounding landscaping. The actual measurement shall vary depending on the how much the headstone was raised or lowered and will be approved by the COR.

- 1.2.5. The completed raised and realigned headstones shall be anchored firmly in place such that the headstones are rigid with no give or play in any direction regardless of the soil and terrain conditions. All headstones shall be firmly set and anchored in place with no movement from forces subjected by the COR.
- 1.3. HEADSTONE 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 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, 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 in the section to be aligned vertically without having drastic changes in headstone heights (several inches) between the rows and columns of headstones 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 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 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 realignment process starts by the selection of specific headstones 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 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 as necessary to achieve a height of 25 inches for upright headstones. **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 realignment process is the Contractor selects a row and a column of headstones 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 shall be vertically plumbed and aligned by leveling the front, back, and sides while raising or lowering the headstone as required to achieve a height of 25 inches for upright headstones. **IMPORTANT:** To meet the requirement of a smooth, flowing transition, the Contractor may be required to set the headstone 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 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 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 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 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 should be checked frequently during this process because the tamping of the headstones may move the headstone 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 and between the headstones 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 being aligned.
- 1.3.12. Any headstones 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 replacement. The cost of the replacement headstones will be deducted from Contractor's invoice(s). All headstone 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 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 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.
 3. Filling and backfilling.
 4. Grading.
 5. 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 drainways or intermittent waterways shall be determined after considering maximum channel velocities for storms of a designated intensity. Traditional size turfgrass 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 mowings prior to final inspection. String trim/stick trim the turf around the headstones 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 Drive™ 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, 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, 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.

--- E N D ---

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1 through Attachment 15 - All of which will be incorporated under contract award except Attachment 6

Attachment 1 - Cemetery Map

Attachment 2A - Work Summary & Progress Report (Headstones)

Attachment 2B - Work Summary & Progress Report (Turf)

Attachment 3 - Contract Discrepancy Report (CDR) (form)

Attachment 4 - Initial Headstone Raise and Realign Survey (form)

Attachment 5 - Daily Headstone Raise & Realign Verification Survey (form)

Attachment 6 - List of References (template) – (Pre-award)

Attachment 7 - Wage Determination No. 2015-5227 – Revision 1 (02/22/2017)

Attachment 8 - Work Assignment

Attachment 9 - Employee Statement of Compliance

Attachment 10 – Section 76 GBSAT

Attachment 11 – Section 76 Topography

Attachment 12 – Specification Exhibit A

Attachment 13 – Specification Exhibit B

Attachment 14 – Specification Exhibit C

Attachment 15 – Specification Exhibit D

SECTION C - CONTRACT CLAUSES

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

(B) NOTICE.—

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

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

C.2 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.

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

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity,

fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

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

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

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

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

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

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

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.**—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period 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.4 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(C\$END-OF-CLAUSE)

C.5 52.216-18 ORDERING (OCT 1995)

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

(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.6 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 \$97,397.14 (total requirement value for all CLINS), 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 \$219,286.44;

(2) Any order for a combination of items in excess of \$365,239.29; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one

requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 calendar 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.7 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 September 30, 2021, if extended..

(End of Clause)

C.8 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 **5 calendar days of contract expiration**.

(End of Clause)

C.9 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee—(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) *Executive Order 13706*. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall—

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding*. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including—

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) *Payment suspension/contract termination/contractor debarment*. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29

CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination. (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;
- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
- (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
- (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
- (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of Clause)

C.10 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.11 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

- (b) General Liability: \$500,000 per occurrences.
- (c) Automobile Liability: \$200,000.00 person; \$500,000.00 per occurrence and \$200,000.00 property damage.
- (d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	
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
52.228-16	PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION FILL IN: 100, 100, 10 days.	NOV 2006

52.232-17	INTEREST	MAY 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984 AUG 1987
52.247-34	F.O.B. DESTINATION	NOV 1991

C.13 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.14 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.15 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.16 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.17 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.18 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)

C.19 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

(End of Addendum to 52.212-4)

C.20 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

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

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

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

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

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

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

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

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

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

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

☐ (10) [Reserved]

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

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

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 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 (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, 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 (FEB 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

- [X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (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).
- [X] (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)(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.)
- [] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (38)(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.
- [] (39)(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.
- [] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [] (41)(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.
- [X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- [] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- [] (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (46)(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.

☐ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (48) 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).

☐ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (58)(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).

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

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage-Fringe Benefits
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LABORER, GROUNDS MAINT. WG-3	14.91 + 5.40 h/w
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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).

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

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

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

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

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

ADDITIONAL INSTRUCTIONS TO OFFERORS

1. **All proposals SHALL be submitted through the Department of Veterans Affairs Electronic Management System (eCMS) Vendor Portal website to be considered.**
2. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register.
3. In the event an Offeror is unable to submit a proposal through the Vendor Portal, prior to the proposal closing date and time, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. **Submission of proposals by email, mail, or fax will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.**
4. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Contracting Officer may elect to accept submission of an E-Mail or CD version of the proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal PRIOR to required due date. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Ann Manning, at ann.manning@vas.gov as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the E-Mail or CD version of the proposal. **In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non-responsive and the E-Mail or CD version of the proposal will not be accepted.**
5. An electronic version of the proposal may be submitted as an MS Word document in .doc or .docx format or Portable Document Format (PDF). If PDF is preferred, then each Section

submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The files shall be categorized in a manner where it is easy to ascertain. Offerors who meet stated requirements may mail or hand carry the CD version of their proposal to the address specified in Block 9 of SF 1449. **Offerors are responsible to ensure proposals are received no later than the date and time specified in the solicitation.**

Proposal Package Requirements: Offerors shall submit their proposal package via the Vendor Portal. The proposal 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 the 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 calendar days after receipt of proposals.
- List of References Form completed..
- Technical Proposal **(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. This will not be required if the Contracting Officer can research the provided DUNS number.
- Offerors proposing to submit Teaming/Joint Venture Agreements shall ensure the following criteria are met to create a Joint Venture eligible to compete on a VA administered SDVOSB set-aside procurement:
 - The verified SDVOSB and other entity must both be small businesses.
 - The verified SDVOSB must be the Managing Venturer and have control over all decisions of the Joint Venture.
 - The CVE must verify the JV itself.
 - The Joint Venture must be aimed at a specific solicitation.
 - The Joint Venture must be a separate legal entity.
 - The Joint Venture must be controlled by a verified SDVOSB concern.
 - The SDVOSB must earn at least 51% of the profits earned by the Joint Venture.
 - All joint venture agreements must contain the provisions stated in 13 CFR 125 - 15(b)(2).”

A pre evaluation proposal survey will be conducted to ensure all required documentation is received. Failure to submit all required documentation may result in your submission being removed from consideration for Award.

BONDING: The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The Experian comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there

is no bonding on the contract. Reference FAR 52.228-16 Performance and Payment Bonds – Other than construction.

See table below to summarize how to submit a proposal. PDF, XLS, AND DOC are acceptable formats for submission of proposals. JPEG format is not acceptable.

Volume	Factor	Title and format	Page Limitations
Volume I	Factor 1: Technical Proposal	Tech.doc/pdf	20
Volume II	Factor 2: Past Performance/References Questionnaires	Past Perf.doc/pdf	6 page narrative
Volume III	Completed Price Schedule	Price.xls/pdf/doc	No Limits
Volume IV	Signed SF-1449 and Amendments,	ReqDocs.doc/pdf	No Limits

All questions pertaining to this solicitation shall be submitted via Vendor Portal for questions on page 1, Block 20 of the SF 1449. A response to questions submitted in response to the RFP will be provided and posted on the Federal Business Opportunity (FEDBIZOPPS) website as an issued amendment. Questions and answers will not be handled via phone and no questions will be accepted after the deadline for submission of questions.

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.211-6	BRAND NAME OR EQUAL	AUG 1999
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
52.237-1	SITE VISIT	APR 1984

E.3 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

(d) *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).

(C\$END-OF-PROV)

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 52.209-5 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.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a requirements type contract resulting from this solicitation.

(End of Provision)

E.8 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:

Hand-Carried Address:

Department of Veterans Affairs

National Cemetery Administration
75 Barrett Heights Rd. Suite 309
Stafford VA 22556
Mailing Address:

Department of Veterans Affairs

National Cemetery Administration
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

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

(End of Provision)

E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

(End of Provision)

(End of Addendum to 52.212-1)

E.12 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a single contract resulting from this solicitation based on a Best Value, Trade-Off Basis. The following Evaluation Factors, are listed in descending order of importance. Technical and Past Performance, when combined, are significantly more important than price.

The evaluation factors are as follows:

Technical
Past Performance
Price

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

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

(End of Provision)

ADDENDUM TO FAR 52.212-2

a. 1. TECHNICAL

1.1. Process: The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary. The requirement will be solicited on a Best Value, Trade-off basis and will not necessarily be made to the low offeror.

The Government will evaluate each proposal strictly in accordance with its contents and will not assume that performance will include areas not specified in the offeror's submission. A proposal that is unrealistic in terms of technical quality or price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the contractual requirements. Such proposals may be rejected as unacceptable without further evaluation or discussion.

Award will be made to the offeror whose proposal offers the Best Overall Value to the Government. The Government will award to the most advantageous offeror based on the enclosed evaluation factors. Subject to terms and conditions contained herein, a single contract will be awarded against this solicitation.

Proposals will be evaluated based on the technical merit of the proposal.

Subject to the provisions contained herein, award will be made to a single offeror. Any award to be made will be based on the best overall proposal with appropriate consideration given to the evaluation factors stated herein, proposal risk, and performance risk.

1.2. Evaluation Factors. In selecting the offer most advantageous to the government (best value), the following Evaluation factors will be considered:

EVALUATION FACTOR 1 – TECHNICAL - The following Subfactors, equal in weight, are as follows:

SUBFACTOR 1: Experience of Company and/or Subcontractors.

The Offeror shall demonstrate that the Primary Offeror and/or teaming Subcontractor(s) has completed at least three projects within the last five years that are similar in size, scope and complexity. The Offeror shall address in a clear and concise manner their experiences with performing turf renovation and headstone raise and realignment services for the federal, state and local governments (preference over private sector). The Offeror shall explain their previous experience and knowledge with working for the federal government (preference over the private sector) for the same or similar types of projects, and describe their current and future project work-load and availability of personnel to properly complete this project.

- An example of a non-qualifying project would be a general Grounds Maintenance contract that did not include turf renovation or raise and realignment of headstones or headstone-related services.
- The minimum duration of any completed project shall have been one year. The exception would be the award of an indefinite delivery, indefinite delivery contract that was awarded for a base and option periods. As long as the primary Offeror executed a minimum of one year ongoing services under contract (executed base period, option period, or combined base and option period), this would qualify for the one year minimum period of performance even if the overall contract has not expired to date.
- Any identified project shall have entailed the minimum raise and re-align of at least 800 headstones during the term of the contract.

In conjunction with the above, the Offeror shall also SUBMIT with their technical proposal:

1. Number of years the primary offeror has been in business and the general scope of business operations;
2. Itemized listing of all proposed subcontractors and individuals (consultants, etc.) that would be utilized under for this requirement. Include the name of the subcontractors including telephone number, address, and name of contact. Subcontractors shall be listed with their primary roles, responsibilities and tasks they will perform in relation to each primary contract line item requirement.

In describing Project Related experience, provide the following information:

- 1) Project title, location, duration, dollar amount, and a sufficient description of the work effort.
- 2) Name of project facility such the cemetery name or facility.
- 3) Identify if the Offeror was the prime awardee or a subcontractor for the identified projects.

Sub-Factor 2: Key Personnel Experience.

The Offeror shall demonstrate the required specialized experience and technical competence of its proposed Key Personnel (employee or subcontractor) that will execute this project. At a minimum, the proposed Project Superintendent (primary or subcontractor) shall have not less than five (5) years of experience as a direct supervisor of site work.

Key personnel are construed to include those individuals who will directly manage, supervise or oversee on-site contract performance, or who will provide technical advice and guidance to contractor personnel, or who will serve as a liaison between the Offeror's company and cemetery staff, including the Contracting Officer's Representative(s) (COR).

In conjunction with the above, the Offeror shall SUBMIT with their technical proposal:

- 1) Identify the proposed Key staff by Job Title, Name, and Status (employee or subcontractor).
- 2) Provide a RESUME for each proposed Key staff member (project manager, on-site superintendent, etc.) that identifies their specific experience that includes but is not limited to:

Project titles, project description, duration of project (start and completion dates, etc.) that supports related experience that are similar in size, scope, and complexity ;

Any required training, certifications;

- 3) Describe the primary responsibilities, tasks, and duties of each proposed key staff member during the term of this requirement.
- 4) Identify the availability for each proposed key staffer

Sub-Factor 3: Staffing Plan. The offeror proposes a realistic staffing plan that fully addresses the following considerations:

Adequate Staffing - The Offeror should describe why the range of proposed staff is appropriate to complete the work within the given Period of Performance. This is based on the proposed the number of full-time or part time employees or subcontractors, the identified job titles, etc.

Start-Up and Continuity of Services - The Offeror shall indicate how long it will take to fully staff the contract and how peak workloads, overlapping or simultaneous task assignments, and sick and vacation leaves will be covered, and other contingency plans to manage resources.

Offeror shall include a discussion of how his/her personnel are allocated per task, how the Offeror plans to retain the proposed staffing levels, information on turnover rates, and related recruiting efforts.

NOTE: To qualify for evaluation or award purposes, any offeror shall be registered in SAMS and Vet-Biz at the TIME OF SUBMISSION of the initial offer to be considered for evaluation or award purposes.

ADDITIONAL CONSIDERATIONS: A Responsibility Determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors. The Government will make use of several data bases to aid in establishing a more complete picture of responsibility and ability the databases include, but are not limited to SAM, PPIRS, EPLS, Vet-Biz, and other respective databases.

FACTOR 2: PAST PERFORMANCE

The Offeror shall demonstrate relevant experience for completed or current/ongoing contracts (including Federal, State, and local government and private). Relevant experience consists of projects executed within the last 5 years. Projects identified by Job Title versus an itemization of all work efforts cannot be assessed for relevancy.

Past performance will be evaluated for quality, timeliness (completion on schedule), problem resolution, and relevance (i.e. experience in providing services similar in size, scope, and complexity as described in the PWS). If no past performance information is readily available, the Offeror's past performance may not be evaluated favorably or unfavorably, but rather will be assigned a neutral rating.

PRICE

The Government will make a determination of fair and reasonable pricing based on general price analysis.

The Government reserves the right to subsequently request additional pricing information (itemized pricing) after receipt of offers for the purposes of determining price realism based on the Government's knowledge of comparable requirements.

The Government reserves the right to eliminate offers from further consideration (evaluation or award purposes) if initially proposed pricing of a given offer is deemed unrealistic or excessive given the nature of the pending project. Alternatively, the Government may request final proposal revisions if the Government deems it necessary to request final proposal revision in relation to price.

E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2015)

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

“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.

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

_____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf

(COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

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

☐ Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

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

Highest level owner CAGE code: _____

Highest level owner legal name: _____

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

(End of Provision)