

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA786-17-R-0635	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	8/23/2017	1 78

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		8467-000014	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO	
Department of Veterans Affairs NCA Contracting Service 155 Van Gordon Street Suite 510 Lakewood CO 80228	43C1	Department of Veterans Affairs NCA Contracting Service 155 Van Gordon Street Suite 510 Lakewood CO 80228	
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Raise and realign of headstones, installation of a beam system.

This procurement is a 100% set-aside for SDVOSB

NAICS CODE: 238190 - Size Standard: \$15M

Magnitude of Construction: \$500,000.00 to \$1M

Questions shall be submitted via Vendor Portal. Questions shall be submitted NLT September 1, 2017, 3:00pm MST.

Site Visit: To arrange for a site visit please contact: Larry White (479) 783-5346

Proposals Due By: September 11, 2017 @ 4:00 PM Mountain Standard Time - All submissions shall be sent via Vendor Portal.

Please provide the following information:

Name of Primary Point of Contact: _____

Telephone #: _____

DUNS: _____

EMAIL: _____

No Bid bond is required.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>270</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>52.211-10</u>).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10 days of NTP

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.
- An offer guarantee ☐ is, ☒ is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 3304(a) ()

26. ADMINISTERED BY

43C1

Department of Veterans Affairs
NCA Contracting Service
155 Van Gordon Street
Suite 155
Lakewood CO 80228

27. PAYMENT WILL BE MADE BY
<http://www.tungsten-network.com/customer-campaigns/veterans-affairs/> ^{43C1}

PHONE: 1-877-752-0900

FAX:

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

ANN MANNING
Contracting Officer

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

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SECTION A - CONTINUATION OF SF 1442 BLOCKS

A.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.

A.2 PRICE SCHEDULE OF CONSTRUCTION AND SERVICES

<u>Base Year: 270 Calendar Days</u>					
CLIN No.	<u>Description:</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Est. Total Cost</u>
0001	<p>Realign, raise/lower, level, backfill upright marble headstones onto a new concrete grade beam headstone support system with inset precast sockets and piles in Section 15. Includes surveying and installation.</p> <p>This is a firm-fixed contract line (lump sum) item based on a quantity of 1,826 each.</p> <p>Subject to: General Decision Number: AR170034 07/28/2017</p>	1	EA	\$ _____	\$ _____
0002	<p>Raise/lower, realign, level, backfill upright marble headstones in Section 15. Includes surveying and installation.</p> <p>This is an estimated quantity.</p> <p>Subject to: Wage Determination No. 2015-5141 – 07/25/2017</p>	52	EA	\$ _____	\$ _____
0003	<p>Level topsoil surface, renovate and re-establish turf grass stand in Section 15.</p> <p>This is an estimated quantity.</p> <p>Subject to: Wage Determination No. 2015-5141 – 07/25/2017</p>	116,900	SF	\$ _____	\$ _____

0004	<p>Clean upright marble headstones</p> <p>This is an estimated quantity.</p> <p>Subject to: Wage Determination No. 2015-5141 – 07/25/2017</p>	1,878	EA	\$ _____	\$ _____
0005	<p>Demo and install irrigation system lateral lines, salvage and rescue sprinkler heads within Section 15.</p> <p>This is a firm-fixed contract line item.</p> <p>Subject to: Wage Determination No. 2015-5141 – 07/25/2017</p>	1	JOB	\$ _____	\$ _____
0006	<p>Cast new concrete posts and brass control marker into beam system</p> <p>This is an estimated quantity.</p> <p>Subject to: General Decision Number: AR170034 07/28/2017</p>	13	EA	\$ _____	\$ _____
			Total Estimated Cost:		\$ _____

CONTRACT LINE ITEM CONSIDERATIONS:

The contract line item requirements (CLINS) and the required construction or services shall be executed in accordance with the Scope of Work, terms and conditions, contained in this solicitation.

The offers shall include a price for each Contract Line Item Number (CLIN), a total price for the firm-fixed price or estimated quantity CLINS. Unit prices shall be all inclusive containing (unit prices for materials, unit prices for labor, any labor burden or fringes, any associated travel costs, profit, overhead, and of the like).

This is a firm-fixed price, requirements contract. This contract provides for an indefinite quantity within stated limits (unless a CLIN is identified as firm-fixed price), to be furnished during the contract period with deliveries or performance being scheduled by placing orders with the contractor. All quantities are estimates only unless identified otherwise. The Government is not obligated to any specified quantity, but shall be obligated to provide payments for all requirements requested in accordance with this solicitation.

LOCATION: Fort Smith National Cemetery, 522 Garland Avenue, Fort Smith, AR 72901.

POCS:

Fort Smith National Cemetery Contacts

Gerald Lyons, Cemetery Director (479) 783-5345

Larry White, COR (479) 783-5346

A.3 STATEMENT OF WORK AND GENERAL CONDITIONS

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 Fort Smith National Cemetery, Fort Smith, AR, and hereafter referred to as “Fort Smith 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, Fort Smith National Cemetery intends to award a fixed price contract to install concrete grade beam headstone support systems; remove the conflicting underground irrigation laterals and sprinkler heads, conduct repairs of the irrigation system and/or reinstall a new, fully functional irrigation system including testing; 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; and trim/prune trees. The Fort Smith National Cemetery is located at 522 Garland Avenue, Fort Smith, AR 72901.

5. CONTRACT OBJECTIVES:

To complete the upright headstone raise and realignment and turf renovation project at the Fort Smith 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 the requirements identified in the solicitation.

6. SUMMARY OF WORK:

- i. The Contractor shall furnish all personnel, supervision, professional expertise, vehicles, tools, materials, services, equipment and quality control necessary to construct **concrete grade beam headstone support systems**, which include, but are not limited to: clearing and grubbing vegetation; excavation; placement and compaction of aggregate base; cutting, removal, and disposal of existing irrigation lateral lines and sprinkler heads; headstone identification, tagging, and removal; placement of pre-cast concrete headstone support block; placement of cast-in-place, reinforced concrete grade beam system; headstone re-installation with leveling sand; headstone cleaning, and reinstallation of a new, fully functional irrigation system including testing.
- ii. 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.
- iii. The Contractor shall **remove and restore Cemetery turfgrass** in designated burial sections, which includes: 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).
- iv. 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 270 calendar days from the Notice to Proceed.

8. PROJECT REQUIREMENTS:

- i. The Contractor shall be responsible for full management 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://vawww.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) Headstone Installation including Upright Headstone Setting, Raising, and Realignment in accordance with the contract requirements, onto the new concrete grade beam system;
 - 2) Upright Headstone Setting, Raising, and Realignment in accordance with the contract requirements.
 - 3) Cast 13 new concrete posts and brass control markers directly into beam system
 - 4) Installation of the fully functional irrigation system including the furnishing, installing and testing of all pipe, fittings, valves, heads, controllers, wires, air release valves, valve boxes, and all other components pertinent to the plans and specifications of this system.
 - 5) Cleaning Upright Headstones;
 - 6) Turfgrass Renovation;
 - 7) Layout of the work and for all measurements in connection with the layout;
 - 8) Utilizing existing burial section grid monumentation for all headstone row layout work;
 - 9) 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;
 - 10) Debris and trash removal;
 - 11) Maintaining a safe presentable working environment for Contractor, cemetery staff, and the general public.

- 12) Preventing any disruption to the cemetery operations, including funerals, visitor privacy, internal traffic, and utilities;
- 13) Preserving the environment and following applicable regulations;
- 14) Preserving existing cemetery features (lawns, paving, roads, stones, and markers);
- 15) Restoring cemetery features disturbed or removed as a result of performing new work;
- 16) Ensuring all work conforms to the NCA's established National Standards;
- 17) 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 each Cemetery with the correct Gravesite Layout Map(s) prior to beginning the R&R project. The COR or Cemetery Director/designee shall conduct an initial gravesite verification survey prior to the R&R of any headstone 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 will perform a weekly inspection. During this inspection the appearance of the Cemetery will be observed, and any deficiencies from the contract will be noted. Deficiencies shall be corrected as soon as practicable. Items that need correcting outside the scope of the contract will be reported to the COR or his/her representative.
- ii. The Contractor will be required to submit inspection reports and work accomplished to the COR weekly. The COR is located at Fort Smith 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 sequenced manner, with work limited to occurring in no more than three (3) segments of burial section at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent burial section area until such time that work has been completed in prior burial section areas. The contractor shall submit the proposed project work schedule sequence for COR review and approval prior to the commencement of this requirement.
- 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:

- 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. The contractor shall not respond to any call or request issued by a Government employee other than the CO. 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).
- 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. CONTRACTOR'S QUALITY CONTROL PLAN (QCP):

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

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

21. QUALITY ASSURANCE:

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

22. 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.

23. ACTIONS:

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

24. 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 sixty (60) 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.

25. 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.

26. 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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

A. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

The Contractor Supervisor or his designee shall provide the COR the following documentation:

- iii. 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.
- iv. 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.
- v. 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.

- vi. 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.
 - vii. 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/Marker Raise & Realign Verification Survey sheet (see Attachment 4). A copy of the signed Headstone/Marker Raise & Realign Verification Survey sheet shall be forwarded to the Contracting Officer (CO) which will be incorporated into the contract files and provided to the Contractor prior to R&R; a copy of the survey will be maintained by the Cemetery. Additional copies of the survey will be retained by the COR for the official contract files. The CO will give the approval to begin the R&R process.
 - viii. 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.
 - ix. 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.
14. **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	With proposal
Fire safety plan	Initial and as revised	Prior to beginning work
Emergency contacts	Initial and as revised	Prior to beginning work

Licenses, permits, insurance on vehicles, liability, Workman's Compensation Insurance, etc.	Initial and as revised	Prior to beginning work
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
Concrete testing agency's "Report of Latest Inspection of Laboratory Facilities by CCRL"	Initial and as revised	Prior to concrete work
Concrete mix design and admixtures; test results	Initial and as revised	Prior to concrete placement
Precast box shop drawing	Initial and as revised	Prior to concrete work
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
Irrigation head inventory	Initial	Prior to excavation
Manufacturers' catalog cuts and specifications for piping and any new irrigation heads	As needed	Upon request

Irrigation testing results	Initial and as revised	No more than 7 calendar days after irrigation installation completion
Reproducible irrigation As-built drawings	Final	No more than 14 calendar days after irrigation installation completion

15. 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 site work, reinforced concrete foundations, and horizontal construction. 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.

16. 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.

17. 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:

- Safety, Environmental Protection, and Fire Safety.
- Project Work Schedule, Rules Pertaining To Employee Requirements and Conduct, General Parameter Job Related Issues.
- Disaster procedures.
- All technical requirements and work procedures of the contract.

18. 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.

19. WORK HOURS

- i. Work may be performed between the hours of 8:00 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.

20. 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.

21. THE GOVERNMENT'S RESPONSIBILITIES

- i. Upon award of the contract, the Government 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 addition, upon award of the contract, 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). The Contracting Officer is an optional attendee.
- 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.

22. ATTACHMENTS. The following Attachments will be incorporated under contract with the exception of Attachment 7- List of References.

Attachment 1 – All Specifications

Attachment 2 - Cemetery Map

Attachment 3A – Work Summary and Progress Report - Headstones

Attachment 3B - Work Summary and Progress Report - Turf Renovation, Topsoil Removal/Installation

Attachment 4 - Contract Discrepancy Report (CDR) (form)

Attachment 5 Initial Headstone Raise and Realign Survey (form)

Attachment 6 Daily Headstone Raise & Realign Verification Survey (form)

Attachment 7 - List of References (template)

Attachment 8 - Work Assignment

Attachment 9 Employee Statement of Compliance

Attachment 10 – General Decision Number – AR170034 (07/28/2017)

Attachment 11 – Wage Determination No. 2015-5194 – Revision 5 -

Attachment 12 – Drawings 1-10

Attachments 13 – Exhibits A through D

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for: **Please Refer to Page 1 of the SF 1442 to request site visit.**

(c) Participants will meet at the location designated by the POC for this requirement. It is the responsibility of the offeror to coordinate the site visit so as to determine the correct meeting location.

(d) Points of contacts for site visit: Larry White, COR, (479) 783-5346
larry.white@va.gov

The Contracting Officer SHALL ONLY be contacted regarding contractual issues.

Ann Manning, Contracting Officer, (303) 914-5710

Ann.Manning@va.gov

(End of Provision)

2.2 EVALUATION FACTORS FOR AWARD

Process: The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purposes 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-price 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.

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

The Government reserves the right to eliminate offers from further consideration (evaluation or award purposes) if initially proposed pricing of a given offeror is deemed unrealistic or excessive given the nature of the pending project.

In addition to the above, the Government reserves the right to unilaterally cancel and reissue the requirement if the submitted price offers are unrealistic or excessive given the complexity of the requirement.

Determination of Responsibility: In accordance with FAR 9.1 Responsible Prospective Contractors. The Government will make a determination using several data bases to aid in establishing a more

complete picture of responsibility and ability the databases include, but are not limited to PPIRS, EPLS, Vet-Biz and SBA.

EVALUATION FACTOR 1 - TECHNICAL CAPABILITY – VOLUME 1 - The Sub-Factors, which are equal in weight, are as follows:

EVALUATION FACTOR 1 – SUBFACTOR 1 - Primary Offeror’s (Firm to submit proposal) Corporate Experience –

The Offeror shall demonstrate the their firm’s experience for at least three projects completed within the last five years similar in size, scope and complexity. The Offeror shall address in a clear and concise manner their experiences with performing turf renovation and construction of reinforced concrete structures for the federal, state and local governments. The Offeror shall explain their experiences and knowledge with working for the federal government 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.

Specifically, corporate experience shall address and identify the following:

- 1) Project title, location, dollar amount, and a sufficient description of the work effort.
- 2) Project owner (such as name of the state, federal, or private sector customer)
- 3) Identify if your firm was the Prime or a Subcontractor for the identified project.
- 4) Identify any major sub-contractors to include key staff. Provide names and telephone numbers of each point-of-contact.
- 5) Identify the total duration of the completed project, including any extension in the original date. Include information regarding any change orders, or modifications to the contract and the extent of each change order or modification thereof.

EVALUATION FACTOR 1 – SUBFACTOR 2 – Key Personnel (Employee or Proposed Subcontractor)

The “proposed” key personnel staff, employee or subcontractor, demonstrate the required specialized experience and technical competence to execute the pending requirement. This includes:

Proposed key personnel (employee or subcontractor) demonstrate experience with performing irrigation system type work efforts for the federal, state, and local government.

The Contractor Supervisor must have not less than five (5) years of experience as a direct supervisor of site work, reinforced concrete foundations, and horizontal construction.

Address availability of proposed key personnel staff.

As a minimum, the Offeror shall provide the following information in respect to their proposed key personnel:

- 1) An updated RESUME for each proposed key personnel staffer.
 - 2) Name the proposed project manager and identify if an employee or subcontractor.
 - 3) Name the proposed project superintendent and identify if an employee or subcontractor.
 - 4) Identify tentative assigned tasks for each key personnel
 - 5) Describe and fully outline RELATED work experiences of both the project manager and project superintendent. Identified project experience shall be similar in size, scope and complexity. Identified projects shall address the scope and work requirements, the overall duration of the project, the period of performance, etc.
- 6) Provide any teaming agreement as applicable to a proposed subcontractor so as to support execution of services under the pending requirement.**

EVALUATION FACTOR 1 – SUBFACTOR 3 – Staffing Plan

The offeror's proposed Staffing Plan realistically addresses how the offeror will execute the pending requirement within the required timeframe. Specifically, the Staffing Plan addresses the following criteria:

Start-up - The time required to fully staff for the pending requirement considering the required commencement of services. This includes identification of staff by employee status (employee or subcontractor), number of staff, labor categories, staff qualifications, recruiting efforts, etc.

Staff Coverage and Continuity of Services - This addresses how peak workloads, overlapping or simultaneous task assignments, sick and vacation leaves will be covered, staff retention, and other contingency plans to manage resources during the term of the requirement.

Task Allocation - Identification of task assignment for the primary staff to execute requirement during the term of the requirement.

EVALUATION FACTOR 1 – SUBFACTOR 4 - Scheduling and Phasing.

The Offeror proposes a realistic scheduling and phasing approach for execution and completion of the project based on the submission of their Progress Schedule. The schedule will be evaluated on the basis of technical merit and approach to complete the project within the specified project duration. The project schedule considers the following relevant criteria:

A bullet pointed narrative form or bar graph is provided for review.

All schedule items will show a start date and a completion date.

The schedule will indicate specific tasks with dates for each step of the process including but not limited to document submission, mobilization, estimated start and completion dates for each burial section of turf renovation, and estimated start and completion dates for each section of headstone raise and realignment, and beam installation.

The Offeror shall provide a narrative specifying how allowances have been made for weather delays, holidays and burial services; the days of the week and the hours of construction operations during each phase of the work.

EVALUATION FACTOR 1 – SUBFACTOR 5 - Equipment

The proposed Equipment List realistically addresses execution and complexity of the requirement. This addresses:

The Offeror provides a thorough list of equipment, vehicles, supplies, products and materials that it proposes to use under the contract (prime offeror or subcontractor).

Equipment model, type, age, and methodology should be addressed for work to be performed with explanation of how the proposed method selected is beneficial to the Government.

EVALUATION FACTOR 2 - PAST PERFORMANCE – Volume II

Offeror shall provide no more than three, recent (within the last 5 years), and relevant Past Performance references using the enclosed Attachment 6 - List of References. Past Performance should be relevant in size, scope, and complexity. The completed form shall be submitted as a part of Volume II (Past Performance) if feasible.

Past performance will be evaluated for Quality, Delivery Schedule (i.e. recent), Problem Resolution, and Relevance (i.e. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the Offeror's past performance will be evaluated neither favorably nor unfavorably, but rather assigned a neutral rating.

EVALUATION FACTOR 3 - PRICE – Volume III

The Government will execute general price analysis in the effort to make a determination of fair and reasonable pricing. Price realism analysis may be conducted for the purposes of assessing whether an offer reflects an understanding of contract requirements (as opposed to abnormal inflated pricing), and the degree of risk.

NOTE: The Government reserves the right to request an a subsequent itemization of offeror pricing (labor bill rates, labor hours, proposed materials, mobilization costs, direct/indirect costs, profit, etc.), AFTER receipt of proposals. The purpose is the enable the Government to determine the justification of overall proposed pricing that is unrealistic based on Government pricing experience with comparable requirements.

2.3 SUBMISSION INSTRUCTIONS TO OFFERORS

Proposal Package Requirements: The proposal package shall contain the following (in addition to submission criteria identified elsewhere) :

- Completed and signed SF-1442, pages 1 and 2 with any issued Amendments signed (if and as released); Volume IV. An authorized official of the firm shall sign the Standard Form 1442 (SF 1442) and any Amendments. An Acrobat PDF file shall be created to capture the signatures for submission.
- Technical Proposal, Volume I, see Evaluation Factors for Award.
- Past Performance Questionnaires, Volume II. Offeror shall complete the top portion of the form and forward to the client for completion. The client or offeror shall forward the completed form to the contracting officer via email: ann.manning@va.gov , or may provide with the proposal submission. The Offeror is responsible for ensuring the completed Questionnaires are received by the Contracting Officer by the deadline for receipt of proposals established on page 1 of the SF 1442.
- Complete, Section B Price Schedule for all items in the Schedule of Prices; Volume III. Include price information on page 2 of the SF1442. Offerors shall agree to hold firm their pricing for **100** days.
- Completed “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.
- Required Licenses, Certifications, Insurance, Resumes, etc.

All responsible vendors **MUST** be registered in the System for Award Management (SAM) and Active/Verified as an SDVOSB in the VETBIZ database, **AT THE TIME OF PROPOSAL SUBMISSION** and thru final payment of invoice. Failure to be registered at the time of submission of an offer/proposal will render a firm’s offer/proposal ineligible for further consideration.

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 number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time (generally two weeks) after contract award 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 52.228-15 Performance and Payment Bonds.

See table below to summarize how to submit a proposal. PDF, XLS, AND DOC are acceptable formats for submission of proposals. No TIFF or PNG files will be accepted. JPEG documents are reserved for pictures only.

Volume	Factor	Title and format	Page Limitations
Volume I	Evaluation Factor 1: Technical Proposal	Tech.doc/pdf	15 pages
Volume II	Evaluation Factor 2: Past Performance Questionnaires (PPQ)	Past Perf.doc/pdf	6 page narrative for Prime and 6 pages each Sub (if any).

Volume III	Price Schedule – Section B of issued Request for Quote	Price.xls/pdf/doc	No Limits
Volume IV	Amendments, Certifications, Licenses, OSHA certs, Insurance, Resumes, as applicable.	ReqDocs.doc/pdf	No Limits

All questions pertaining to this solicitation shall be submitted via the Vendor Portal by the deadline for submission of questions, see page 1 for deadline. In addition, any offeror shall e-mail notification of questions so the Contracting Officer can ensure timely response or made aware of Vendor Portal questions. A response to questions submitted in response to the RFQ will be provided via an Amendment and posted on the Federal Business Opportunity (FEDBIZOPPS) website. Questions and answers will not be handled via phone and no questions will be accepted after the deadline for submission of questions.

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 for consideration of Award. A proposal submitted in one lump sum and without clear identification of volumes with required information; may be removed from consideration for award.

Do not forward a whole copy of the complete solicitation (provisions, clauses, etc.). Only send the required documentation in 4 Volumes as shown below. Photos of past work are not needed unless to demonstrate a **special** requirement of the work done at other sites that is relevant to this contract or is a special piece of equipment. Submission through email is **not** accepted at this time.

a. PROPOSAL FILES

Format: The submission shall be clearly indexed and logically assembled to the extent feasible.

- 1) Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer
- 2) Proposal page limitations are applicable to this procurement.
- 3) The table below indicates the applicable maximum page count for each volume of the Offeror's proposal.
- 4) Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each.
- 5) Font size shall be no smaller than 11-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
- 6) Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape.
- 7) Line spacing shall be set at no less than single space.
- 8) Each paragraph shall be separated by at least one blank line.
- 9) Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 11-point font requirement.
- 10) Footnotes to text shall not be added.
- 11) If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below.

12) Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, may not be evaluated.

- b. Content Requirements: All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal, and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limit requirements for each file are shown in the table below:

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

VENDOR PORTAL SUBMISSION AND USAGE INFORMATION

- The Vendor Portal is a module of the Electronic Contract Management System (eCMS) that serves as a central location that allows for communication between VA Acquisition Staff and potential Offerors.
- Offerors will need to visit the Vendor Portal (<https://www.vendorportal.ecms.va.gov>) to register.
- In the event an Offeror is unable to register for a user account and/or submit a proposal through the Vendor Portal prior to the proposal closing date, the vendor is to contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov.
- If the deadline hits as you are uploading your documents, the portal will shut without giving notice it is doing so. The upload appears to be happening however, it never finishes.
- Once registered, Offerors will be able to access/edit their profile, view solicitations/awards and submit bids/proposals as instructed.
- Offerors shall submit questions via the Vendor Portal which will be answered via a formal amendment and posted to FBO.
- Submission of Quotes: All quotes must be submitted through the Department of Veterans Affairs – Electronic Management System (eCMS) Vendor Portal website to be considered for Award.

Quote transmission/uploads must be completed by the deadline for submission of Quote.

1. Offerors unable to submit a through VA eCMS Vendor Portal, may submit their quotes via email to: ann.manning@va.gov, provided the VA eCMS Vendor Portal registration requirements have been fulfilled **AND** Offerors have contacted the VAAS helpdesk for assistance in their quote submission. A copy of the email correspondence with the VAAS helpdesk shall be forwarded to the Contracting Officer, Ann Manning, at ann.manning@va.gov as proof of email correspondence. If a request for assistance with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a quote prior to the closing date, via the 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 quote via the Portal. This document shall be submitted with the Offeror's quote.

In the event an Offeror has not requested assistance from the VAAS help desk prior to the closing date and time, nor has submitted correspondence that identifies reasons why the Offeror could not submit a quote via Vendor Portal, the Offeror will be considered technically unacceptable and the quote, if late, will not be accepted.

2.4 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
19%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Fort Logan National Cemetery, Denver, CO.

(End of Provision)

2.5 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT— CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

2.6 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 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 Provision)

REPRESENTATIONS AND CERTIFICATIONS

3.1 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)

3.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238110.

(2) The small business size standard is \$36.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

☐ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause #	Title	Date	Change

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 on SAM.

(End of Provision)

3.3. 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of

contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at

<http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(C\$END-OF-PROV)

3.4 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

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

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

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

Predecessor legal name: ____.

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

(C\$END-OF-PROV)

3.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (NOV 2015)

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

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

- (1) It [] is, [] is not an inverted domestic corporation; and
- (2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(End of Provision)

3.6 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards as stated within the Scope of Work. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

3.7 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)

GENERAL CONDITIONS AND CLAUSES

4.1 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).

4.2 Dignity

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.

4.3 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)

4.4 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(C\$END-OF-CLAUSE)

4.5 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 1 calendar day after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the timeframe given on page 1 of the SF1442 . The time stated for completion shall include final cleanup of the premises.

(End of Clause)

4.6 52.216-18 ORDERING (OCT 1995)

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

4.7 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$375,000.00 (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 \$765,800.00;
 - (2) Any order for a combination of items in excess of \$1,052,311.00; or
 - (3) A series of orders from the same ordering office within 14 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)

4.8 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government 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)

4.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days of contract expiration.

(End of Clause)

4.10 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

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

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts—

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

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

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

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

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

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 238110 assigned to contract number VA786-17-C- _____.

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

(End of Clause)

4.11 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.

(C\$END-OF-CLAUSE)

4.12 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

[List name, address, telephone number, and contact for suppliers surveyed Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

4.13 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

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

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

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

(End of Clause)

4.14 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

4.15 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

- a payment bond
- an irrevocable letter of credit, or
- a certificate of deposit.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

4.16 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997

52.222-3	CONVICT LABOR	JUN 2003
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-30	CONSTRUCTION WAGE RATE REQUIREMENTS—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)	MAY 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.228-15	PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION	OCT 2010
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984

52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2016
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.17 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)

4.18 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)

4.19 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

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

(End of Clause)

4.20 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

(1) VA's Electronic Invoice 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)

4.21 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

- (a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.
- (b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

4.22 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

4.23 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

4.24 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

- (a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.
- (b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

4.25 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. Divisions or sections of specifications are not intended to control the contractor in dividing work among subcontractors, or to limit work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and of the subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers.

(c) The Government or its representatives will not undertake to settle any differences between the contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Department of Veterans Affairs projects or for any other reason, is considered by the contracting officer to be incompetent or otherwise objectionable.

(End of Clause)

4.26 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure to meet schedule in Schedule of Work Progress;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications, or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of cost to the contracting officer for approval within 30 calendar days after date of receipt of notice to proceed. Such schedule will be signed and submitted in triplicate. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed. This schedule shall show cost by the branches of work for each building or unit of the contract, as instructed by the resident engineer.

(1) The branches shall be subdivided into as many sub-branches as are necessary to cover all component parts of the contract work.

(2) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit the original estimate sheets or other information to substantiate the detailed makeup of the schedule.

(3) The sum of the sub-branches, as applied to each branch, shall equal the total cost of such branch. The total cost of all branches shall equal the contract price.

(4) Insurance and similar items shall be prorated and included in the cost of each branch of the work.

(5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed below are proportions of the cost listed in the contractor's cost schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5

Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5
Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site, as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.

(4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the contractual arrangements with them.

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

4.27 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

(b) The actual percent completion will be based on the value of installed work divided by the current contract amount. The actual completion percentage will be indicated on the monthly progress report.

(c) The progress schedule will be revised when individual or cumulative time extensions of 15 calendar days or more are granted for any reason. The revised schedule should indicate the new contract completion date and should reflect any changes to the installation time(s) of the items of work affected.

(d) The revised progress schedule will be used for reporting future scheduled percentage completion.

(End of Clause)

4.28 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

4.29 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

4.30 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

4.31 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over \$500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing \$500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor,

as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

4.32 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the

contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

4.33 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

4.34 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

4.35 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION--GUARANTEE PERIOD SERVICES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed- Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)