

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 144
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME John M. Carlock, john.carlock@va.gov		5. SOLICITATION NUMBER VA786-17-Q-0774	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service Midwest District 575 N. Pennsylvania Street, Suite 495 Indianapolis, IN 46204		CODE 43C1		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
15. DELIVER TO Department of Veterans Affairs Omaha National Cemetery 14250 Schram Road Omaha, NE 68138		CODE		13b. RATING N/A 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service Midwest District 575 N. Pennsylvania Street, Suite 495 Indianapolis, IN 46204 CODE 43C1	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY http://www.tungsten-network.com/customer-campaigns/veterans-affairs/ SEE VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS PHONE:1-877-752-0900 FAX:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT	
This is a SDVOSB set aside. Service Disabled Veteran Owned Business Set-Aside, Authority, 38 USC 8127(d).  The contractor shall provide all supervision, labor, equipment, tools, and supplies necessary for: [1] Grounds Maintenance, [2] Janitorial Services, [3] and other Support Services for the Omaha National Cemetery as specified in the solicitation and attachments.  Faxed and emailed offers will not be accepted All quotes must be submitted through the Department of Veterans Affairs Electronic Management System (eCMS) Vendor Portal website https://www.vendorportal.ecms.va.gov to be considered.  CONTRACTOR DUNS NO. _____  CONTRACTOR EMAIL ADDRESS: _____  CONTRACTOR PHONE NUMBER: _____  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
				31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer: John M. Carlock  
Department of Veterans Affairs  
NCA Contracting Service, Midwest District  
575 N. Pennsylvania Street, Suite 495  
Indianapolis, IN 46204

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

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

**3. INVOICES:** Invoices shall be submitted in arrears:

- a. Quarterly ☐  
b. Semi-Annually ☐  
c. Other ☒ monthly/periodic, after government acceptance

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

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

AMENDMENT NO	DATE

### 5. MISSING PAGES, LOST OR MISSING QUOTES

This is a Request for Quote (RFQ) for furnishing the commercial services in the Schedule. Quotes shall be received at the address specified in Block 20, i.e. <https://www.vendorportal.ecms.va.gov> by the date and time specified in Block 8 of SF 1449.

Offerors shall examine this solicitation to verify that all pages have been received. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the email address shown in

Block 7a, Standard Form 1449. The offeror is responsible for the results of any failure to check for completeness or page duplication.

To address potential lost, delayed, or misdelivered quotes, please email the Contracting Officer by the due date to ensure your offer was received. Offerors have the burden to make sure quotes are received at VA by the date and time specified above. The Offerors bear the risk of having quotes rejected and not considered if filing is not completed by the date/time required.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

## 6. 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	4th Thursday in November
Christmas Day	25 December

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

## 7. NOTICE TO PROSPECTIVE OFFERORS

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

**Offers received from concerns that are not Service-disabled Veteran-owned Small Business (SDVOSB) concerns shall not be considered.** SDVOSBs must be verified for ownership and control and listed in the Vendor Information Pages at <https://www.vip.vetbiz.gov> prior to the due date for quotes. (See Provision 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.)

**Questions pertaining to this solicitation must be sent by e-mail to: [john.carlock@va.gov](mailto:john.carlock@va.gov) no later than 9:00 AM ET, September 13, 2017. Telephone inquiries will not be accepted. Questions received after this date and time will not be considered.**

**Offerors are highly encouraged to inspect all sites where services are to be performed and to understand all general and local conditions that may affect the cost of contract performance (See**

**Provision 52.237-1 Site Visit).** In no event, shall failure to inspect constitute grounds for a claim or request for equitable adjustment after contract award. The ONE AND ONLY site visit is scheduled for October 10, 2017 starting at 09:00 a.m. C.S.T. To get on the list to attend the site visit contact the following cemetery Point of Contact: Jayson Harris, Caretaker Supervisor or Ms. Cindy Van Bibber, Director, Phone number: 402-413-9121.

## **8. CONTRACT TYPE SPECIFICS**

Contract period is for a base period (12 Months) with four (1) one-year options, if exercised. Services are to be 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 estimated quantities, and a sub total price for all estimated services in the contract base period and each option year. 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 priced, requirements contract. This requirement provides estimated quantities that are a realistic estimated total quantity for the resulting contract in accordance with FAR 16.503. The Government is not obligated to any specified quantity as the initial contract award will be awarded at a \$0.00 amount and 0 quantities but succeeding executed task orders will obligate funding and exact quantities to the master contract, serving as a funding/quantity allowance for the contract. The contractor shall not exceed quantities listed on the individual task orders as they will not receive payment for additional services rendered outside the executed task order quantity limits. The contractor shall notify the COR when quantities on the CLINs/Task Order are about to be exhausted, and the contractor considers more quantities are needed in order to perform future services on the contract. The COR will make the determination on ordering future services and will coordinate with the Contract Officer for executing new task orders. Once a new task order is executed, the Contracting Officer & COR will provide the order to the contractor for continuing/new services under this contract. The Government is only obligated to provide payments for all services requested from fully executed task orders following this solicitation.

The contractor shall furnish products “Brand Name or Equal” to the specifications listed in this Statement of Work in accordance with FAR 52.211-6.

## **10. LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes 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.

## B.2 PERFORMANCE WORK STATEMENT (PWS)

### B.2.1 BACKGROUND

#### General Information

- a) Title Of Project: Cemetery Grounds and Facilities Maintenance Services
- b) Scope of Work: The contractor shall provide all resources necessary to accomplish the deliverables described in this Performance Work Statement, except as otherwise specified.
  - a) This is a service contract for cemetery grounds and facilities maintenance services at the Omaha National Cemetery, Omaha, NE and hereafter referred to as "Cemetery." The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities described herein, which are required to maintain an acceptable appearance of the cemetery grounds and facilities per National Shrine Standards and National Cemetery Administration (NCA) Operational Standards and Measures.
  - b) National cemeteries are a resting place for our nation's heroes and as such, the standards for management, maintenance and appearance of these cemeteries have been established by the NCA to reflect this nation's concern and respect for those interred there. The NCA mission: the NCA honors veterans with a final resting place and lasting memorials that commemorate their service to our nation.
- c) Background:
  - a) The Omaha National Cemetery is located at 14250 Schram Road, Omaha, NE 68138. The phone number is (402) 253-3949.
  - b) Site features consist of preset and conventional casket sections and cremation burials.
  - c) The cemetery's anticipated burial rate is 450-500 per year.
  - d) The cemetery comprises 236 acres of land, but this contract is for maintenance of the developed area of approximately 45 acres (35.8 turfgrass acres). Prairie and wetland areas of the cemetery are not included in this contract except for perimeter cleanup as it affects the developed area.
  - e) Site features include a main entrance with floral beds, administration building, maintenance building with truck entrance, maintenance compound and contractors compound, 2 committal shelters, Ossuary, Honor Guard, a flag assembly plaza, columbarium with floral beds, memorial walkway with floral beds, extensive landscaping with turfgrass, trees, shrubs and ground cover.
  - f) National Cemeteries are National Shrines. The standards of maintenance and appearance at these cemeteries must reflect this nation's concern for those interred there. For this reason, strict adherence to the specifications in the National Shrine Standards and NCA Operational Standards and Measures.

- d) Performance Period: The term of this contract shall be for a period from October 1<sup>st</sup>, 2017 through September 30, 2018 plus 4, One-year options, if exercised. Contractor shall submit an invoice at the end of each month. Delivery of all items under this contract is FOB Destination and is subject to inspection and acceptance by the NCA Contracting Officer's Representative (COR).

- e) Type Of Contract: Firm Fixed Price

**B. Contract Award Meeting**

- a) The contractor shall not commence performance of the tasks in this Performance Work Statement until the Contracting Officer has conducted a "kick-off" meeting or has advised the contractor that a "kick-off" meeting is waived.

**C. Specific Mandatory Tasks and Associated Deliverables:**

- a) Description of Tasks and Associated Deliverables: The contractor shall provide the specific deliverables described below within the performance period stated in Section C thru F and Attachments A thru R of this Performance Work Statement.

- b) NCA Standards and Measures:

- a) Standard 6.1: Daily grounds maintenance activities do not detract from the dignity and solemnity of the cemetery.

- (1) Measure 6.1: The number of complaints that are received as a result of operations, noise, equipment, etc. that intruded on the visitor's experience.

- (2) Target 6.1: 0 complaints.

- b) Standard 6.2: All areas where cemetery operations have been conducted are neat, clean and free of debris and equipment at the end of the workday.

- (1) Requirement 6.2a: Debris, equipment, tools and supplies are removed at the conclusion of each task or at the end of the workday.

- (2) Requirement 6.2b: Roads, walkways, shelters, Ossuary and burial sections are free of grounds maintenance debris by the end of the workday.

- (3) Target 6.2: 100% compliant.

- c) Description of Services:

- a) The contractor shall provide all personnel (minimum of two contractor employees shall be on site daily from cemetery open to close to handle needed daily items within the contract), equipment, tools, supplies, supervision, and other items and services necessary to ensure that total cemetery maintenance is performed at Omaha National Cemetery in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance throughout.

- b) Services include, but are not limited to maintenance of grounds and facilities, regular mowing, trimming, edging, removal of leaves and debris, as well as, sweeping roads and sidewalks,

maintenance of gravesites and headstones, and the alignment and washing of headstones, headstone installation and maintenance, turf maintenance, irrigation system maintenance, plant and tree maintenance, planting bed maintenance, sunken grave or cremains repair, trash removal, and janitorial services. Additionally, trash and debris removal, janitorial operations, window cleaning, cleaning of building exteriors, including windows, shelters, Ossuary, columbarium and flag plaza, and power washing sidewalks, curbs and fencing when required.

- c) All work will be done during normal Federal workdays. Contractor shall accomplish all work in accordance with the technical specifications that have been provided as Attachments A through R to this solicitation. **Overall work will conform to the NCA Operational Standards and Measures.**
- d) The Contractor shall be responsible for:
  - (1) **Grounds and Facilities Maintenance;** Grounds Maintenance Services to include turf maintenance, plant and tree maintenance, mowing, trimming and edging; tree ring (bed) maintenance and edging, maintenance and labor for mulched beds (Main Entrance, Memorial Walkway, 2 Shelter beds, Island Beds, Buffer Strip between prairie grass and regular turf areas, Columbarium, Flagpole assembly area, Admin Bldg., etc.) Sweeping of roads and walkways; power washing sidewalks, curbs, shelters and site facilities as required; trash and floral removal; daily refilling and cleaning floral vase holders (vases provided by GOV); debris removal; Snow and Ice Removal.
  - (2) **Turf Maintenance;** Fertilization; Soil Testing; herbicide applications, including spot spraying. Other pest Control as required. Aeration, over seeding, and maintaining and adjusting grade as required.
  - (3) **Irrigation System Management;** seasonal startup and shutdown, adjust/replace damaged heads, leak repair, operation of irrigation and pump controllers and adjusting programmed intervals. Troubleshoot and repair faulty valves, solenoid and other components. Provide internet connectivity for irrigation controller laptop.
  - (4) **Gravesite Maintenance;** Sunken grave or cremains Repair. Repair of damaged turf. Top dressing/grade adjustment. Sod placement & seeding of casketed and cremation sites. Mowing and trimming of gravesites.
  - (5) **Headstone Maintenance;** Headstone receiving and setting. Headstone cleaning and maintenance. Correction of headstone misalignment. Headstone replacements, including pulling and setting R2's. (R2's are headstones that replace the original headstone when the second decedent is interred). Receiving headstones from delivery truck (forklift).
  - (6) **Committal Shelter/Transporting of Remains;** Daily interment shelter or Ossuary set-up, take down and cleaning (2 shelters or Ossuary), including complete cleaning of shelter or Ossuary (interior and exterior) and removal of ice and icicles in and around the shelter or Ossuary. Cleaning of shelters or Ossuary as required between committal services daily. Pest control as required. Semi-annual deep cleaning of shelter and Ossuary exterior and interior with power washer, including all features. Transportation of casketed remains and floral arrangements from committal shelter (No Ossuary or cremains transportation) to gravesite. Tagging floral arrangements with grave number and completion of "chain of custody" documents.
  - (7) **Janitorial;** Janitorial service including providing maintenance and restroom supplies for Administration, Maintenance Complex and Honor Guard building, including sanitizing all staff and public restrooms daily, total approx. 6000 net sq. footage. Sanitizing staff and public restrooms daily, window washing, strip and wax floors, and carpet cleaning. Refer Attachment L for details.
  - (8) **Support Services;** Support Services for Memorial Day, Veteran's Day, Wreaths across America, and other weekend special events as needed. Manpower and equipment for high priority events and services at the cemetery. Support Services for weekend or holiday

burials as per NCA's Standardized Burial Schedule for Federal Holidays, as required. This includes Active Duty KIA interments scheduled on a weekend.

- e) Provide a safe working environment for Contractor, cemetery staff and general public.
- f) Ensuring all work conforms to the NCA's established National Standards.
- d) Standards of Employee Conduct:
  - a) Contractor and Contractor personnel shall be required to adhere to the following standards of dress and conduct while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 901.
    - (1) Be fully clothed at all times in matching uniforms, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops and short pants as outer garments are prohibited. Shoes/boots will have no holes or loose soles. Steel-toed shoes or equivalent will be required in accordance with OSHA requirements. Contractor employees will maintain personal hygiene.
    - (2) Shall not engage in loud or boisterous behavior or use profane or abusive language. Shall show proper reverence during committal services.
    - (3) Shall neither eat nor drink beverages (except water or non-alcoholic drinks) in the work areas, nor in sight of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
    - (4) Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.
    - (5) The only designated smoking area for contract personnel of the Omaha National Cemetery is located by the maintenance building. **All other areas are designated as NO SMOKING.**
    - (6) Contracted personnel are required to report the damaging of any cemetery facility, equipment, grounds or headstones to the COR as soon as occurs.
- e) Parking and VA Regulations:
  - a) 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. 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 answerable in the United States (Federal) District Court, not a local district, state, or municipal court.
  - b) **All contractor personnel operating vehicles on government property must possess a valid state driver's license.**
- f) Use of Cemetery Facilities:
  - a) 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.
  - b) The Government will not furnish a storage building at the cemetery site for use by the Contractor to store supplies and equipment. 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.

- c) 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, with a copy provided to the COR, pesticides, herbicides and cleaning solutions. Additionally, copies of pesticide applicators license (if required) will be provided to the COR.
- d) Electricity and phone service will NOT be furnished by the Government for the contractor's work area. However, government will provide all electricity and water used on and for the cemetery facility.
- e) Contractor employees will not be allowed to use cemetery staff or public restrooms. Contractor must provide restroom facilities for their employees.

g) Inspection and Cleaning of Cemetery Facilities:

- a) The Contractor will perform a weekly inspection. During this inspection the appearance of the cemetery will be observed, and any deficiencies noted within the scope of the contract will be corrected upon notification. Items that need correcting outside the scope of the contract will be reported to the Contracting Officer or his representative (COR).
- b) The Contractor will clean, when applicable, the public restrooms, administration and maintenance building, as needed, but not less than daily. Cleaning shall include sweeping and mopping the floor, disposing of trash, removing cobwebs from all areas, emptying trash cans, etc. All items stored in service building shall be in a neat orderly fashion. Specific details are provided in Attachment "L".
- c) The Contractor will be required to submit daily inspection reports/checklists and work accomplished to the Contracting Officer Representative weekly. The Contracting Officer Representative is located at Omaha National Cemetery, Omaha, NE. The inspection forms/checklists shall be provided to the Contractor.

h) Performance Evaluation Meeting

- a) The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of a meeting among the Contractor, Contracting Officer, and the Contracting Officer Representative. 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 Contracting Officer Representative will sign minutes of the meeting (s).
- b) Should the Contractor not concur with the minutes, he will state in writing to the Contracting Officer within ten calendar days any areas he does not concur and 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. The Contracting Officer will notify the Contractor of the decision in writing within ten calendar days.

i) Actions

- a) Normally, the Contracting Officer Representative 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.

- b) 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, a letter must be written to the responsible organizational element requesting corrective action is taken.
- c) When the Contractor is not meeting the 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.
- d) When a CDR is issued for a service, the Contracting Officer must deduct from the periodic payment, a percentage of that payment as indicated in the Service Delivery System (SDS) as attached hereto.
- e) If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR will be issued and the appropriate amount deducted from the periodic payment.
- f) A third CDR will be the cause for a Cure Notice. However, the Contracting Officer may issue a Cure Notice at any time he/she deems appropriate.
- g) Depending on the overall performance of the Contractor, an unsatisfactory reply to the Cure Notice should require a Show Cause letter to be issued, followed by consideration of termination of the contract.
- j) Supervision, Work Hours and Training:
  - a) Project Manager: A competent and experienced "Project Manager" shall be provided by the Contractor for not less than two (2) hours per day whenever work is being performed. In the absence of the Project Manager, the Contractor will appoint a crew foreman or employee who will be responsible to insure that the work is (i) being accomplished in an expeditious manner, (ii) performed in accordance with the contract specifications, and (iii) progress is being made without undue delay. The Project Manager must have no less than two (2) years' experience as a direct supervisor of a commercial construction operation that includes surveying, soil excavation, and site construction in industrial, commercial and/or public sites. The Project Manager will 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. BOTH PROJECT MANAGER AND CREW FOREMAN ARE REQUIRED TO BE FLUENT IN ENGLISH. AT ALL TIMES DURING THE WORK DAY, A PROJECT MANAGER OR CREW FOREMAN ARE TO BE PRESENT WITH THE ABILITY TO MAKE DECISIONS AS NEEDED AT THE OMAHA NATIONAL CEMETERY.
  - b) Work Hours: Work may be performed between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday unless otherwise directed by the COR. A minimum of two contractor employees shall be on site daily from cemetery open to close to handle needed daily items within the contract. At the Contractor's request, and with the written permission of the COR, work may also be permitted to be scheduled for weekends and / or Holidays. In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange with the COR to work on weekends and/or holidays in order to meet performance time frames. The Government shall not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified project duration. No work will be permitted during Memorial Day or Veteran's Day weekend activities. Notwithstanding, if any work under this contract will be required outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday), the

Contractor shall request for a deviation in writing to the COR at least 24 hours in advance. The COR will notify the appropriate individuals regarding Contractor's anticipated schedule and will provide written approval or disapproval to the Contractor.

(1) FEDERAL HOLIDAYS

- (a) New Year's Day (January)
- (b) Martin Luther King's Birthday (January)
- (c) President's Day (February)
- (d) Memorial Day (May)
- (e) Fourth of July (July)
- (f) Labor Day (September)
- (g) Columbus Day (October)
- (h) Veterans Day (November)
- (i) Thanksgiving Day (November)
- (j) Christmas Day (December)

- c) The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.
- d) 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. Appropriate safety equipment shall be furnished by the Contractor to Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:
  - (1) National Fire Protection Association (NFPA): 10-1998 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.

k) Work Scheduling and Maintenance During Cemetery Functions:

- a) The Contractor shall coordinate a work schedule with the COR(s) on a daily basis to ensure that no work is being performed at the immediate site of a scheduled interment. These daily meetings are also an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which may vary, depending on the event. Contractor personnel shall not operate motorized equipment or conduct other commercial activities during interment services. 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. The Contractor is solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor is solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR(s). The Contractor shall meet with the COR at the end of each day to determine work completed and ensure that work is on schedule. In the absence of the COR, the Contractor shall meet with

the Alternate COR. The COR or cemetery employee has the right to stop work that is disrupted to internment service or ceremony.

l) Historic Preservation:

Where 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.

**D. Schedule For Deliverables**

- a) If for any reason any deliverable cannot be delivered within the scheduled time frame the contractor is required to explain why in writing to the contracting officer, including a firm commitment of when the work shall be completed. This notice to the contracting officer shall cite the reasons for the delay, and the impact on the overall project. The contracting officer will then review the facts and issue a response in accordance with applicable regulations.
- b) Contract period will consist of a base period from Date of Award through September 30, 2018, with four one-year options to extend the term of the contract through September 30, 2022. Units and services to be in accordance with Performance Work Statement, attached technical specifications, and the terms and conditions contained in this solicitation.

**E. Changes To The Performance Work Statement**

- a) Any changes to this Performance Work Statement shall be authorized and approved only through written correspondence from the Contracting Officer. A copy of each change will be kept in a project folder along with other products of the project. Costs incurred by the contractor through the actions of parties other than the contracting officer shall be borne by the contractor.

**F. Reporting Requirements**

- a) The Contractor shall meet with the Contracting Officer's Representative (COR) at the end of each day to determine work completed and ensure that work is on schedule. In the absence of the COR, the Contractor shall meet with the Alternate COR. The COR shall require documentation of headstones installed, sunken grave or cremains repaired, etc. on forms or checklists provided by the COR.
- b) The contractor is required to provide the COR with monthly written progress reports. These are due to the COR by the second workday following the end of each calendar month throughout the project's duration. The COR is required to provide monthly progress reports to the contracting officer.
- c) The progressive report shall cover all work completed during the preceding month and shall present the work to be accomplished during the subsequent month. This report shall also identify any problems that arose and a statement explaining how the problem was resolved. This report shall also identify any problems that have arisen but have not been completely resolved with an explanation.

## **G. Government Responsibilities**

- a) The Government will provide a staging area on site for contractor operations.
- b) The Government will 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.
- c) The Government will not furnish a storage building at the cemetery site for use by the Contractor to store supplies and equipment. 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.
- d) 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.
- e) Electricity and phone service will NOT be furnished by the Government for the contractor's work area. However, government will provide all electricity and water used on and for the cemetery facility.

## **H. Contractor Experience Requirements**

- a) Offers will be considered only from contractors who are regularly established in the business called for and who in the judgment of the Contracting Officer are financially responsible and able to show evidence of their reliability, ability, experience, equipment, facilities and personnel directly employed or supervised by them to render prompt and satisfactory service. All services are expected to be performed by competent technicians, trained and qualified to complete the specific services required. All work performed shall be done in a first-class manner and in accordance with good commercial practices.
- b) Contractors must provide evidence of their experience and ability to perform the tasks describe in this Performance Work Statement.
  - a) Cemetery operations that include the handling, setting and maintenance of Headstone.
  - b) Handling and transportation of casketed remains.
  - c) Performing grounds maintenance activities in a high profile environment.
  - d) Operation of equipment in the vicinity of headstones.

## **I. Confidentiality and Nondisclosure**

It is agreed that:

- a) The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by VA which has been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the contracting officer at the conclusion of the task order.
- b) The contracting officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials

pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the contracting officer for response.

- c) Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the contracting officer.

**J. Operations During Cemetery Functions**

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within a designated area during interment services. The COR will identify the designated area. The COR or his/her representative will 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.

**K. Contractor's Responsibilities and Insurance Requirements**

The Contractor shall obtain all necessary licenses and/or permits required to perform this work. The Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his or her employees' fault or negligence. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, will not be the responsibility of the Contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there-from. The Contractor shall maintain workmen's compensation, personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the state of Nebraska, and in accordance with FAR 52.228-5. Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

**L. Damage to Government property**

The Contractor shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc., which are chipped, marred, damaged and/or ruined at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer's Representative (COR) prior to repair/replacement/installation. The Contractor 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 all operations. No hazardous chemicals shall be used at any time on Government property. 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.

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. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place his trash receptacle dumpsters in the COR approved "Contractor Staging Area".

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at work site to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area.

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 will be provided by the COR(s). The Contractor shall be responsible for reporting to the COR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather shall leave it to the COR(s) to resolve the issue.

The Contractor (including his or her employees, subcontractors, consultants or the like) shall not operate trucks, tractors, and other heavy equipment on any turf area except as provided in this contract to perform work or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the Government.

#### **M. Safety**

Matters related to safety, and any actions of the Contractor, shall meet all safety requirements of the COR, Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Omaha National Cemetery.

#### **N. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements**

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site. 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.

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.

## **O. Restoration**

Upon completion of contract, deliver work complete and undamaged. Existing cemetery features (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, will 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.

The Contractor shall be responsible for restoration and the Contractor shall bear all costs associated with restoration. Any such restoration to service and repair as a result of damage caused by Contractor's workmen/subcontractors to existing cemetery infrastructure shall be brought to the immediate attention of the appointed Contracting Officer's Representative (COR) prior to restoration.

## **P. Disposal of Waste**

The Contractor shall not dispose of any waste materials at any location on the cemetery premises. All waste materials shall be removed from cemetery property and disposed of in full accordance with local and state requirements at the contractor's expense.

### **B.2.2 INSPECTION OF PREMISES:**

Offerors should inspect the premises prior to submitting a quote in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful offeror from performing in accordance with the strict intent and meaning of the specifications without additional cost to the Government.

### **B.2.3 MAINTENANCE DURING CEMETERY FUNCTIONS:**

The contractor's personnel shall not operate motorized equipment or conduct other commercial activities during interment services. 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.

### **B.2.4 PERFORMANCE EVALUATIONS:**

- (a) The issuance of a Contract Discrepancy Report (CDR) may be cause for scheduling a meeting with the contractor, CO, COR, and Cemetery Director. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. All attendees of the meeting will sign minutes of the meeting(s).
- (b) Should the contractor not concur with the minutes, he will state in writing to the CO within ten (10) calendar days any areas he does not concur and explain the reasons for non-concurrence. The CO

will review and consider the reasons submitted for the contractor's non-concurrence and make a decision. The CO will notify the contractor of the decision in writing within ten (10) calendar days.

#### **B.2.4.1 ACTIONS:**

- (a) 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's inspection sheet of the date and the time the deficiency was discovered and the date and time the contractor was notified.
- (b) 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 requesting corrective action be taken.
- (c) When the contractor is not meeting the 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.
- (e) If the contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR will be issued and the appropriate amount deducted from the periodic payment.
- (f) A second CDR will be cause for a Cure Notice. However, CO may issue a Cure Notice at any time deemed appropriate. Depending on overall performance, an unsatisfactory reply to Cure Notice should require Show Cause letter to be issued, followed by consideration of termination of the contract.

#### **B.2.5 CONTRACTOR'S QUALITY CONTROL PLAN (QCP):**

- (a) Contractor shall establish and maintain a complete QCP to assure requirements of this contract are provided as specified. This QCP will be forwarded to the CO along with the requested initial quotation. The CO and COR will review the QCP and list any needed clarifications, and return to contractor for response, if necessary. Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
- (b) An inspection plan covering all services required by this contract. The inspection plan shall specify the areas to be inspected, how often inspections will be accomplished and documented, and the title of the individual(s) who will perform the inspections.
- (c) 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.
- (d) Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.
- (e) The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable, and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
- (f) On-site records identifying the character, physical capabilities, certifications and ongoing training of

each employee performing services under this contract.

- (g) 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.
- (h) 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.

### **B.2.6 Contract Management**

- a) Representatives of the Contracting Officer: The VA Contracting Officer will designate one (or more) representatives to serve as the Contracting Officer's Representative (COR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation will be in writing and will define the scope and limitations of the COR's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.
- b) The COR may direct and arrange the Contractor's work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations.
  - (i) The Contractor shall provide the COR with monthly schedules the last week of the month for the following month.
  - (ii) The Contractor shall provide the COR with detailed weekly schedules on the Friday before the following week.
  - (iii) The Contractor shall be required to report on a daily basis to the COR at the main office of the National Cemetery. Contractor shall log in and obtain funeral and or special schedules. This check in is mandatory.
- c) Duties and responsibilities of the COR include day-to-day monitoring of the contract as follows:
  - (i) Providing contract oversight and technical guidance to the Contractor.
  - (ii) Placing orders for services.
  - (iii) Verification / certification of payments to the Contractor for services rendered.
  - (iv) Assuring that any changes effecting work involved, price, terms and/or conditions under the contract are not implemented before written authorization is issued by the Contracting Officer.
- d) All administrative contract functions are the responsibility of the VA CO. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.

Site Manager: The Contractor shall provide a "Site Manager" who will be on-site at all times during contract performance. The "Site Manager" must have a minimum of five (5) years' experience as a direct supervisor of a commercial landscaping operation that included surveying, soil excavation, and site construction in industrial, commercial or public sites. The Site Manager must also have experience working in a national cemetery with past performance to include setting headstones, transporting caskets and knowledge of the Organization Assessment and Improvement Program (OAI), NCA Standards and Measures. The Site Manager must be able to speak and understand English. The Site Manager will be responsible for the following:

- (i) Directing, overseeing and coordinating the work involved.

- (ii) Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
  - (iii) Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
- e) The Site Manager will re-direct work throughout the rest of the Cemetery – so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR may then do so.
- f) Communication & Coordination of Work with COR: Communication with the COR (or designee) is required. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb burial services. Trucks and workmen are prohibited from passing through the service area during this period.

Note: To cause the least possible interference with cemetery activities, contract personnel will stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony.

(END)

## B.3 PRICE SCHEDULE

Base Year: October 1, 2017 thru September 30, 2018					
CLIN	Description: Grounds & Bldg. Maintenance Services	Est. Qty	Unit	Unit Cost	Total Cost
001	Headstones - cleaning and routine alignment correction (bump and run)	1000	EA		
002	Headstone Raise and Realign	100	EA		
003	Headstones - receiving shipments, storage, initial setting, replacing (setting R2's) and destroying replaced headstones.	500	EA		
004	Sunken grave repair (grade correction and replace turf).	50	ea		
005	Cemetery cleanup - trash, floral, and debris pickup; road sweeping; maintain floral vase bins.	52	Weeks		
006	Trim headstones and markers in conjunction with every mowing. Per headstone	700	EA		
007	Turfgrass - mowing, 36 acres mowed and trimmed 34 times per year.	1224	Acre		
008	Edging - walks, curbs. (33825 Linear feet, 8 of times per year)	271400	Linear Foot		
009	Turfgrass - pre-emergence herbicide application. (36 acres; April & June)	72	Acre		
010	Turfgrass - post-emergence herbicide spray. (36 acres; Oct. & May)	72	Acre		
011	Turfgrass - fertilization. (36 acres; Oct., June, & Sep.)	108	Acre		
012	Turfgrass - aeration (1 X year)	36	Acre		
013	Turfgrass - overseeding. (1 X year)	36	Acre		
014	Shrub maintenance (pruning). 1st year under warranty	0	Each		
015	Trees - structural training (pruning). 1st year under warranty	60	Each		
016	Mulched bed maintenance - maintain weed-free with non-selective herbicide and/or hand weeding (all mulched surface, including tree rings, ornamental beds, perimeter buffer strip - 13,500 square feet)	9	Months		
017	Mulch - reapply/refresh mulch in planting beds, tree rings, and permanent perimeter buffer strip (11,000 square feet).	1	Each		
018	Mulch - Snapshot herbicide (or equal) application to all mulched surface (13,500 square feet).	2	Treatments		
019	Irrigation system - operation and maintenance, shut-down, startup.	9	Months		
020	Snow Removal per event (All SLINs)	10	Event		
S020A	Snow Removal Only - Streets and Parking Lots	10	Event		
S020B	Ice Melt Application Only - Streets and Parking Lots	10	Event		
S020C	Snow Removal Only - Sidewalks/Walkways/Specialty Areas	10	Event		
S020D	Ice Melt Application Only - Sidewalks/Walkways/Specialty Areas	10	Event		
021	Sod removal & placement on casketed sites.	400	ea		
022	Sod removal & placement on cremation sites.	500	ea		
023	Interment shelter - daily set-up, take down and cleaning, including complete cleaning of shelter (interior and exterior). Cleaning of shelters as required between committal services daily. Pest control as required. (Includes semi-annual deep cleaning of shelter exterior and interior with power washer.)	600	ea		
024	Transportation of casketed and floral arrangements from committal shelter to gravesite. Tagging floral arrangement with grave number and completion of "chain of custody" documents.	500	ea		
025	Janitorial services - cleaning building interiors, including cleaning and supplying restrooms daily, dusting, washing windows as needed, waxing floors, cleaning carpets.	12	Month		
026	Support Services for Memorial Day, Veteran's Day, Wreaths Across America, and other weekend special events as needed. Manpower and equipment for high priority events and services at the cemetery.	3	ea		
027	Support Services for weekend or holiday burials as per NCA's Standardized Burial Schedule for Federal Holidays, as required. This includes Active Duty KIA interments scheduled on a weekend.	8	ea		
Grand Total Estimated Cost:					\$ -

Option Year I - October 1, 2018 thru September 30, 2019:					
CLIN	Description: Grounds Maintenance Services	Est. Qty	Unit	Unit Cost	Total Cost
1001	Headstones - cleaning and routine alignment correction. (bump and run)	1500	EA		
1002	Headstone Raise and Realign	100	EA		
1003	Headstones - receiving shipments, storage, initial setting, replacing (setting R2's) and destroying replaced headstones.	500	EA		
1004	Sunken grave repair (grade correction and replace turf).	50	EA		
1005	Cemetery cleanup - trash, floral, and debris pickup; road sweeping; maintain floral vase bins.	52	Weeks		
1006	Trim headstones and markers in conjunction with every mowing. Per Headstone	1200	EA		
1007	Turfgrass - mowing, 36 acres mowed and trimmed 34 times per year. Terrain Trimming - 36 acres mowed and trimmed 34 times per year	1224	Acre		
1008	Edging - walks, curbs. (33025 Linear feet, 8 of times per year)	271400	Linear Foot		
1009	Turfgrass - pre-emergence herbicide application. (36 acres; April & June)	72	Acre		
1010	Turfgrass - post-emergence herbicide spray. (36 acres; Oct. & May)	72	Acre		
1011	Turfgrass - fertilization. (36 acres; Oct., June, & Sep.)	108	Acre		
1012	Turfgrass - aeration (1 X year)	36	Acre		
1013	Turfgrass - overseeding. (1 X year)	36	Acre		
1014	Shrub maintenance (pruning).	36	EA		
1015	Trees - structural training (pruning).	450	EA		
1016	Mulched bed maintenance - maintain weed-free with non-selective herbicide and/or hand weeding (all mulched surface, including tree rings, ornamental beds, perimeter buffer strip - 13,500 square feet)	9	Month		
1017	Mulch - reapply/refresh mulch in planting beds, tree rings, and permanent perimeter buffer strip (11,000 square feet).	1	EA		
1018	Mulch - Snapshot herbicide (or equal) application to all mulched surface (13,500 square feet).	2	Treatments		
1019	Irrigation system - operation and maintenance, shut-down, startup.	9	Months		
1020	Snow Removal per event (All SLINs)	10	Event		
S1020A	Snow Removal Only - Streets and Parking Lots	10	Event		
S1020B	Ice Melt Application Only - Streets and Parking Lots	10	Event		
S1020C	Snow Removal Only - Sidewalks/Walkways/Specialty Areas	10	Event		
S1020D	Ice Melt Application Only - Sidewalks/Walkways/Specialty Areas	10	Event		
1021	Sod removal & placement on casketed sites.	500	EA		
1022	Sod removal & placement on cremation sites.	500	EA		
1023	Interment shelter - daily set-up, take down and cleaning, including complete cleaning of shelter (interior and exterior). Cleaning of shelters as required between committal services daily. Pest control as required. (Includes semi-annual deep cleaning of shelter exterior and interior with power washer.)	600	EA		
1024	Transportation of casketed and floral arrangements from committal shelter to gravesite. Tagging floral arrangement with grave number and completion of "chain of custody" documents.	500	EA		
1025	Janitorial services - cleaning building interiors, including cleaning and supplying restrooms daily, dusting, washing windows as needed, waxing floors, cleaning carpets.	12	Month		
1026	Support Services for Memorial Day, Veteran's Day, Wreaths Across America, and other weekend special events as needed. Manpower and equipment for high priority events and services at the cemetery.	3	EA		
1027	Support Services for weekend or holiday burials as per NCA's Standardized Burial Schedule for Federal Holidays, as required. This includes Active Duty KIA interments scheduled on a weekend.	8	EA		
		Grand Total Estimated Cost:			\$ -

Option Year II - October 1, 2019 thru September 30, 2020:					
CLIN	Description: Grounds Maintenance Services	Est. Qty	Unit	Unit Cost	Total Cost
2001	Headstones - cleaning and routine alignment correction. (bump and run)	2000	EA		
2002	Headstone Raise and Realign	100	EA		
2003	Headstones - receiving shipments, storage, initial setting, replacing (setting R2's) and destroying replaced headstones.	500	EA		
2004	Sunken grave repair (grade correction and replace turf).	50	ea		
2005	Cemetery cleanup - trash, floral, and debris pickup; road sweeping; maintain floral vase bins.	52	Weeks		
2006	Trim headstones and markers in conjunction with every mowing. Per Headstone	1700	EA		
2007	Turfgrass - mowing, 36 acres mowed and trimmed 34 times per year. Terrain Trimming - 36 acres mowed and trimmed 34 times per year	1224	Acre		
2008	Edging - walks, curbs. (33925 Linear feet, 8 of times per year)	271400	Linear Foot		
2009	Turfgrass - pre-emergence herbicide application. (36 acres; April & June)	72	Acre		
2010	Turfgrass - post-emergence herbicide spray. (36 acres; Oct. & May)	72	Acre		
2011	Turfgrass - fertilization. (36 acres; Oct., June, & Sep.)	108	Acre		
2012	Turfgrass - aeration (1 X year)	36	Acre		
2013	Turfgrass - overseeding. (1 X year)	36	Acre		
2014	Shrub maintenance (pruning).	36	Each		
2015	Trees - structural training (pruning).	450	Each		
2016	Mulched bed maintenance - maintain weed-free with non-selective herbicide and/or hand weeding (all mulched surface, including tree rings, ornamental beds, perimeter buffer strip - 13,500 square feet)	9	Month		
2017	Mulch - reapply/refresh mulch in planting beds, tree rings, and permanent perimeter buffer strip (11,000 square feet).	1	Each		
2018	Mulch - Snapshot herbicide (or equal) application to all mulched surface (13,500 square feet).	2	Treatments		
2019	Irrigation system - operation and maintenance, shut-down, startup.	9	Acres		
2020	Snow Removal per event (All SLINs)	10	Events		
S2020A	Snow Removal Only - Streets and Parking Lots	10	Event		
S2020B	Ice Melt Application Only - Streets and Parking Lots	10	Event		
S2020C	Snow Removal Only - Sidewalks/Walkways/Specialty Areas	10	Event		
S2020D	Ice Melt Application Only - Sidewalks/Walkways/Specialty Areas	10	Event		
2021	Sod removal & placement on casketed sites.	500	EA		
2022	Sod removal & placement on cremation sites.	500	ea		
2023	Interment shelter - daily set-up, take down and cleaning, including complete cleaning of shelter (interior and exterior). Cleaning of shelters as required between committal services daily. Pest control as required. (Includes semi-annual deep cleaning of shelter exterior and interior with power washer.)	600	ea		
2024	Transportation of casketed and cremated remains and floral arrangements from committal shelter to gravesite. Tagging floral arrangement with grave number and completion of "chain of custody" documents.	500	ea		
2025	Janitorial services - cleaning building interiors, including cleaning and supplying restrooms daily, dusting, washing windows as needed, waxing floors, cleaning carpets.	12	Month		
2026	Support Services for Memorial Day, Veteran's Day, Wreaths Across America, and other weekend special events as needed. Manpower and equipment for high priority events and services at the cemetery.	3	ea		
2027	Support Services for weekend or holiday burials as per NCA's Standardized Burial Schedule for Federal Holidays, as required. This includes Active Duty KIA interments scheduled on a weekend.	8	ea		
		Grand Total Estimated Cost:			\$ -

Option Year III - October 1, 2020 thru September 30, 2021:					
CLIN	Description: Grounds Maintenance Services	Est. Qty	Unit	Unit Cost	Total Cost
3001	Headstones - cleaning and routine alignment correction. (bump and run)	2500	EA		
3002	Headstone Raise and Realign	100	EA		
3003	Headstones - receiving shipments, storage, initial setting, replacing (setting R2's) and destroying replaced headstones.	500	EA		
3004	Sunken grave repair (grade correction and replace turf).	50	ea		
3005	Cemetery cleanup - trash, floral, and debris pickup; road sweeping; maintain floral vase bins.	52	Weeks		
3006	Trim headstones and markers in conjunction with every mowing. Per headstone	2200	EA		
3007	Turfgrass - mowing, 36 acres mowed and trimmed 34 times per year. Terrain Trimming - 36 acres mowed and trimmed 34 times per year	1224	Acre		
3008	Edging - walks, curbs. (33925 Linear feet, 8 of times per year)	271400	Linear Foot		
3009	Turfgrass - pre-emergence herbicide application. (36 acres; April & June)	72	Acre		
3010	Turfgrass - post-emergence herbicide spray. (36 acres; Oct. & May)	72	Acre		
3011	Turfgrass - fertilization. (36 acres; Oct., June, & Sep.)	108	Acre		
3012	Turfgrass - aerification (1 X year)	36	Acre		
3013	Turfgrass - overseeding. (1 X year)	36	Acre		
3014	Shrub maintenance (pruning)	36	Each		
3015	Trees - structural training (pruning)	450	Each		
3016	Mulched bed maintenance - maintain weed-free with non-selective herbicide and/or hand weeding (all mulched surface, including tree rings, ornamental beds, perimeter buffer strip - 58,000 square feet)	9	Month		
3017	Mulch - reapply/refresh mulch in planting beds, tree rings, and permanent perimeter buffer strip (58,000 square feet).	1	Each		
3018	Mulch - Snapshot herbicide (or equal) application to all mulched surface (58,000 square feet).	2	Treatments		
3019	Irrigation system - operation and maintenance, shut-down, startup.	9	Acres		
3020	Snow Removal per event (All SLINs)	10	Events		
S3020A	Snow Removal Only - Streets and Parking Lots	10	Events		
S3020B	Ice Melt Application Only - Streets and Parking Lots	10	Event		
S3020C	Snow Removal Only - Sidewalks/Walkways/Specialty Areas	10	Event		
S3020D	Ice Melt Application Only - Sidewalks/Walkways/Specialty Areas	10	Event		
3021	Sod removal & placement on casketed sites.	500	EA		
3022	Sod removal & placement on cremation sites.	500	ea		
3023	Interment shelter - daily set-up, take down and cleaning, including complete cleaning of shelter (interior and exterior). Cleaning of shelters as required between committal services daily. Pest control as required. (Includes semi-annual deep cleaning of shelter exterior and interior with power washer.)	600	ea		
3024	Transportation of casketed and floral arrangements from committal shelter to gravesite. Tagging floral arrangement with grave number and completion of "chain of custody" documents.	500	ea		
3025	Janitorial services - cleaning building interiors, including cleaning and supplying restrooms daily, dusting, washing windows as needed, waxing floors, cleaning carpets.	12	Month		
3026	Support Services for Memorial Day, Veteran's Day, Wreaths Across America, and other weekend special events as needed. Manpower and equipment for high priority events and services at the cemetery.	3	ea		
3027	Support Services for weekend or holiday burials as per NCA's Standardized Burial Schedule for Federal Holidays, as required. This includes Active Duty KIA interments scheduled on a weekend.	8	ea		
Grand Total Estimated Cost:					\$ -

Option Year IV - October 1, 2021 thru September 30, 2022:					
CLIN	Description: Grounds Maintenance Services	Est. Qty	Unit	Unit Cost	Total Cost
4001	Headstones - cleaning and routine alignment correction. (bump and run)	3000	EA		
4002	Headstone Raise and Realign	100	EA		
4003	Headstones – receiving shipments, storage, initial setting, replacing (setting R2's) and destroying replaced headstones.	500	EA		
4004	Sunken grave repair (grade correction and replace turf).	50	EA		
4005	Cemetery cleanup – trash, floral, and debris pickup; road sweeping; maintain floral vase bins.	52	Weeks		
4006	Trim headstones and markers in conjunction with every mowing. Per headstone	2700	EA		
4007	Turfgrass – mowing, 36 acres mowed and trimmed 34 times per year. Terrain Trimming - 36 acres mowed and trimmed 34 times per year	1224	Acre		
4008	Edging – walks, curbs. (33925 Linear feet, 8 of times per year)	271400	Linear Foot		
4009	Turfgrass - pre-emergence herbicide application. (36 acres; April & June)	72	Acre		
4010	Turfgrass - post-emergence herbicide spray. (36 acres; Oct. & May)	72	Acre		
4011	Turfgrass – fertilization. (36 acres; Oct., June, & Sep.)	108	Acre		
4012	Turfgrass – aeration (1 X year)	36	Acre		
4013	Turfgrass – overseeding. (1 X year)	36	Acre		
4014	Shrub maintenance (pruning)	36	Each		
4015	Trees - structural training (pruning)	450	Each		
4016	Mulched bed maintenance – maintain weed-free with non-selective herbicide and/or hand weeding (all mulched surface, including tree rings, ornamental beds, perimeter buffer strip – 58,000 square feet)	9	Month		
4017	Mulch – reapply/refresh mulch in planting beds, tree rings, and permanent perimeter buffer strip (58,000 square feet).	1	Each		
4018	Mulch – Snapshot herbicide (or equal) application to all mulched surface (58,000 square feet).	2	Treatments		
4019	Irrigation system – operation and maintenance, shut-down, startup.	9	Months		
4020	Snow Removal per event (All SLINs)	10	Events		
S4020A	Snow Removal Only - Streets and Parking Lots	10	Events		
S4020B	Ice Melt Application Only - Streets and Parking Lots	10	Event		
S4020C	Snow Removal Only - Sidewalks/Walkways/Specialty Areas	10	Event		
S4020D	Ice Melt Application Only - Sidewalks/Walkways/Specialty Areas	10	Event		
4021	Sod removal & placement on casketed sites.	500	EA		
4022	Sod removal & placement on cremation sites.	500	EA		
4023	Interment shelter - daily set-up, take down and cleaning, including complete cleaning of shelter (interior and exterior). Cleaning of shelters as required between committal services daily. Pest control as required. (Includes semi-annual deep cleaning of shelter exterior and interior with power washer.)	600	EA		
4024	Transportation of casketed and floral arrangements from committal shelter to gravesite. Tagging floral arrangement with grave number and completion of "chain of custody" documents.	500	EA		
4025	Janitorial services – cleaning building interiors, including cleaning and supplying restrooms daily, dusting, washing windows as needed, waxing floors, cleaning carpets.	12	Month		
4026	Support Services for Memorial Day, Veteran's Day, Wreaths Across America, and other weekend special events as needed. Manpower and equipment for high priority events and services at the cemetery.	3	EA		
4027	Support Services for weekend or holiday burials as per NCA's Standardized Burial Schedule for Federal Holidays, as required. This includes Active Duty KIA interments scheduled on a weekend.	8	EA		
Grand Total Estimated Cost:					\$ -

## SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and  
 (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment*.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest*.

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

and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

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

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

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

specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-16	PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION	NOV 2006
52.232-17	INTEREST	MAY 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.246-71	INSPECTION	JAN 2008

### **C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.
- ☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

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

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

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

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

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

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

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

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

☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **C.4 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

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

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

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

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

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

(End of Clause)

#### **C.5 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period September 30, 2022 if all options are exercised.

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

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

(End of Clause)

#### **C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

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

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

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within 1 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.7 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2022, if exercised..

(End of Clause)

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

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

(End of Clause)

## **C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

## **C.10 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)**

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.11 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

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

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

<b>Material (If none, insert "None")</b>	<b>Identification No.</b>

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

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

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.12 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

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

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

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

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

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

(End of Clause)

### **C.13 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

### **C.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond December 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond December 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

### **C.15 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

### **C.16 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

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

(1) Means a small business concern:

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

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

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

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

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

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

(b) *General.*

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

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

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

(End of Clause)

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

		Pages
ATTACHMENT 1	U. S. DEPARTMENT OF LABOR WAGE DETERMINATION Wage Determination No.: 2015-5005 Revision No.: 3, Date Of Revision: 7/25/2017	10
ATTACHMENT 2	PAST PERFORMANCE QUESTIONNAIRE	2
ATTACHMENT 3	TECHNICAL SPECIFICATIONS LIST OF ATTACHMENTS	60

## ATTACHMENT 1

WD 15-5005 (Rev.-3) was first posted on www.wdol.gov on 08/01/2017

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

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

Daniel W. Simms                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2015-5005  
Revision No.: 3  
Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Iowa, Nebraska

Area: Iowa Counties of Harrison, Mills, Pottawattamie  
Nebraska Counties of Cass, Douglas, Sarpy, Saunders, Washington

## \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.85
01012 - Accounting Clerk II		15.55
01013 - Accounting Clerk III		18.73
01020 - Administrative Assistant		21.67
01035 - Court Reporter		23.73
01041 - Customer Service Representative I		12.29
01042 - Customer Service Representative II		13.82
01043 - Customer Service Representative III		15.08
01051 - Data Entry Operator I		12.76
01052 - Data Entry Operator II		13.93
01060 - Dispatcher, Motor Vehicle		19.51
01070 - Document Preparation Clerk		15.44
01090 - Duplicating Machine Operator		15.44
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		17.51
01120 - Housing Referral Assistant		18.00
01141 - Messenger Courier		13.52
01191 - Order Clerk I		12.22
01192 - Order Clerk II		13.34
01261 - Personnel Assistant (Employment) I		14.81
01262 - Personnel Assistant (Employment) II		17.58
01263 - Personnel Assistant (Employment) III		19.55
01270 - Production Control Clerk		18.04
01290 - Rental Clerk		12.30
01300 - Scheduler, Maintenance		14.44
01311 - Secretary I		14.44
01312 - Secretary II		16.15
01313 - Secretary III		18.00
01320 - Service Order Dispatcher		17.44
01410 - Supply Technician		21.67
01420 - Survey Worker		13.03

01460 - Switchboard Operator/Receptionist	13.23
01531 - Travel Clerk I	12.42
01532 - Travel Clerk II	13.21
01533 - Travel Clerk III	14.02
01611 - Word Processor I	13.81
01612 - Word Processor II	15.51
01613 - Word Processor III	17.35
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.30
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	18.38
05070 - Automotive Worker	18.38
05110 - Mobile Equipment Servicer	16.99
05130 - Motor Equipment Metal Mechanic	19.53
05160 - Motor Equipment Metal Worker	18.38
05190 - Motor Vehicle Mechanic	18.74
05220 - Motor Vehicle Mechanic Helper	16.21
05250 - Motor Vehicle Upholstery Worker	18.08
05280 - Motor Vehicle Wrecker	18.38
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.13
05370 - Tire Repairer	13.49
05400 - Transmission Repair Specialist	19.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.17
07041 - Cook I	12.76
07042 - Cook II	14.37
07070 - Dishwasher	9.59
07130 - Food Service Worker	9.79
07210 - Meat Cutter	14.90
07260 - Waiter/Waitress	9.33
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.80
09040 - Furniture Handler	12.85
09080 - Furniture Refinisher	17.99
09090 - Furniture Refinisher Helper	14.84
09110 - Furniture Repairer, Minor	16.69
09130 - Upholsterer	17.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.65
11060 - Elevator Operator	11.37
11090 - Gardener	16.61
11122 - Housekeeping Aide	11.37
11150 - Janitor	11.37
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	9.91
11260 - Pruner	12.39
11270 - Tractor Operator	15.53
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	12.34
12000 - Health Occupations	
12010 - Ambulance Driver	15.76
12011 - Breath Alcohol Technician	18.38
12012 - Certified Occupational Therapist Assistant	26.84
12015 - Certified Physical Therapist Assistant	22.92
12020 - Dental Assistant	16.25
12025 - Dental Hygienist	33.96
12030 - EKG Technician	24.98
12035 - Electroneurodiagnostic Technologist	24.98
12040 - Emergency Medical Technician	15.29
12071 - Licensed Practical Nurse I	16.43
12072 - Licensed Practical Nurse II	18.38
12073 - Licensed Practical Nurse III	20.48
12100 - Medical Assistant	15.33
12130 - Medical Laboratory Technician	19.86

12160 - Medical Record Clerk	16.64
12190 - Medical Record Technician	18.62
12195 - Medical Transcriptionist	16.89
12210 - Nuclear Medicine Technologist	31.93
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.44
12235 - Optical Dispenser	16.03
12236 - Optical Technician	14.11
12250 - Pharmacy Technician	14.77
12280 - Phlebotomist	15.20
12305 - Radiologic Technologist	25.37
12311 - Registered Nurse I	23.43
12312 - Registered Nurse II	28.67
12313 - Registered Nurse II, Specialist	28.67
12314 - Registered Nurse III	34.68
12315 - Registered Nurse III, Anesthetist	34.68
12316 - Registered Nurse IV	41.57
12317 - Scheduler (Drug and Alcohol Testing)	22.76
12320 - Substance Abuse Treatment Counselor	18.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.37
13012 - Exhibits Specialist II	25.22
13013 - Exhibits Specialist III	30.87
13041 - Illustrator I	20.94
13042 - Illustrator II	25.93
13043 - Illustrator III	31.73
13047 - Librarian	27.94
13050 - Library Aide/Clerk	11.00
13054 - Library Information Technology Systems Administrator	25.22
13058 - Library Technician	15.11
13061 - Media Specialist I	18.21
13062 - Media Specialist II	20.37
13063 - Media Specialist III	22.70
13071 - Photographer I	13.89
13072 - Photographer II	15.54
13073 - Photographer III	19.17
13074 - Photographer IV	22.54
13075 - Photographer V	27.27
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	18.10
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.26
14042 - Computer Operator II	17.08
14043 - Computer Operator III	20.69
14044 - Computer Operator IV	22.16
14045 - Computer Operator V	24.58
14071 - Computer Programmer I	(see 1) 24.18
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.26
14160 - Personal Computer Support Technician	22.16
14170 - System Support Specialist	28.10
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.60
15020 - Aircrew Training Devices Instructor (Rated)	34.46
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	30.60
15060 - Educational Technologist	30.23
15070 - Flight Instructor (Pilot)	40.44

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15080 - Graphic Artist	22.01
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.67
15086 - Maintenance Test Pilot, Rotary Wing	36.67
15088 - Non-Maintenance Test/Co-Pilot	36.67
15090 - Technical Instructor	21.17
15095 - Technical Instructor/Course Developer	25.61
15110 - Test Proctor	17.08
15120 - Tutor	17.08
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.22
16030 - Counter Attendant	10.22
16040 - Dry Cleaner	11.68
16070 - Finisher, Flatwork, Machine	10.22
16090 - Presser, Hand	10.22
16110 - Presser, Machine, Drycleaning	10.22
16130 - Presser, Machine, Shirts	10.22
16160 - Presser, Machine, Wearing Apparel, Laundry	10.22
16190 - Sewing Machine Operator	12.34
16220 - Tailor	13.07
16250 - Washer, Machine	10.71
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.59
19040 - Tool And Die Maker	23.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.98
21030 - Material Coordinator	18.04
21040 - Material Expediter	18.04
21050 - Material Handling Laborer	12.89
21071 - Order Filler	11.76
21080 - Production Line Worker (Food Processing)	15.98
21110 - Shipping Packer	14.67
21130 - Shipping/Receiving Clerk	14.67
21140 - Store Worker I	12.46
21150 - Stock Clerk	15.86
21210 - Tools And Parts Attendant	15.98
21410 - Warehouse Specialist	15.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.14
23019 - Aircraft Logs and Records Technician	23.11
23021 - Aircraft Mechanic I	24.89
23022 - Aircraft Mechanic II	26.14
23023 - Aircraft Mechanic III	27.45
23040 - Aircraft Mechanic Helper	20.66
23050 - Aircraft, Painter	24.50
23060 - Aircraft Servicer	23.11
23070 - Aircraft Survival Flight Equipment Technician	24.50
23080 - Aircraft Worker	23.40
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.40
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.89
23110 - Appliance Mechanic	18.35
23120 - Bicycle Repairer	16.32
23125 - Cable Splicer	29.02
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	18.29
23160 - Electrician, Maintenance	23.83
23181 - Electronics Technician Maintenance I	22.15
23182 - Electronics Technician Maintenance II	23.35
23183 - Electronics Technician Maintenance III	24.29
23260 - Fabric Worker	19.86
23290 - Fire Alarm System Mechanic	20.26
23310 - Fire Extinguisher Repairer	18.69
23311 - Fuel Distribution System Mechanic	26.39
23312 - Fuel Distribution System Operator	22.22
23370 - General Maintenance Worker	18.16

23380 - Ground Support Equipment Mechanic	24.89
23381 - Ground Support Equipment Servicer	23.11
23382 - Ground Support Equipment Worker	23.40
23391 - Gunsmith I	18.69
23392 - Gunsmith II	21.04
23393 - Gunsmith III	23.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.85
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.91
23430 - Heavy Equipment Mechanic	22.46
23440 - Heavy Equipment Operator	20.73
23460 - Instrument Mechanic	26.26
23465 - Laboratory/Shelter Mechanic	22.16
23470 - Laborer	12.89
23510 - Locksmith	19.51
23530 - Machinery Maintenance Mechanic	21.96
23550 - Machinist, Maintenance	18.26
23580 - Maintenance Trades Helper	14.65
23591 - Metrology Technician I	26.26
23592 - Metrology Technician II	27.42
23593 - Metrology Technician III	28.29
23640 - Millwright	25.20
23710 - Office Appliance Repairer	20.16
23760 - Painter, Maintenance	16.98
23790 - Pipefitter, Maintenance	28.75
23810 - Plumber, Maintenance	27.85
23820 - Pneudraulic Systems Mechanic	23.07
23850 - Rigger	23.07
23870 - Scale Mechanic	21.04
23890 - Sheet-Metal Worker, Maintenance	25.34
23910 - Small Engine Mechanic	16.69
23931 - Telecommunications Mechanic I	27.99
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	23.80
23960 - Welder, Combination, Maintenance	17.99
23965 - Well Driller	18.93
23970 - Woodcraft Worker	23.07
23980 - Woodworker	18.59
24000 - Personal Needs Occupations	
24550 - Case Manager	14.31
24570 - Child Care Attendant	10.36
24580 - Child Care Center Clerk	13.42
24610 - Chore Aide	11.59
24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	15.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.08
25040 - Sewage Plant Operator	21.09
25070 - Stationary Engineer	22.08
25190 - Ventilation Equipment Tender	16.72
25210 - Water Treatment Plant Operator	21.09
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.32
27007 - Baggage Inspector	14.31
27008 - Corrections Officer	21.53
27010 - Court Security Officer	24.81
27030 - Detection Dog Handler	16.42
27040 - Detention Officer	21.53
27070 - Firefighter	24.60
27101 - Guard I	14.31
27102 - Guard II	16.42
27131 - Police Officer I	27.71
27132 - Police Officer II	30.80
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	11.76
28042 - Carnival Equipment Repairer	12.57
28043 - Carnival Worker	9.38
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	16.25
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	17.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.14
29020 - Hatch Tender	23.14
29030 - Line Handler	23.14
29041 - Stevedore I	21.93
29042 - Stevedore II	24.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	18.46
30022 - Archeological Technician II	20.64
30023 - Archeological Technician III	25.57
30030 - Cartographic Technician	25.57
30040 - Civil Engineering Technician	20.26
30051 - Cryogenic Technician I	26.48
30052 - Cryogenic Technician II	29.25
30061 - Drafter/CAD Operator I	18.46
30062 - Drafter/CAD Operator II	20.64
30063 - Drafter/CAD Operator III	23.02
30064 - Drafter/CAD Operator IV	27.98
30081 - Engineering Technician I	16.00
30082 - Engineering Technician II	17.95
30083 - Engineering Technician III	20.08
30084 - Engineering Technician IV	24.89
30085 - Engineering Technician V	30.45
30086 - Engineering Technician VI	36.83
30090 - Environmental Technician	25.41
30095 - Evidence Control Specialist	23.90
30210 - Laboratory Technician	26.02
30221 - Latent Fingerprint Technician I	22.37
30222 - Latent Fingerprint Technician II	24.71
30240 - Mathematical Technician	25.41
30361 - Paralegal/Legal Assistant I	18.64
30362 - Paralegal/Legal Assistant II	23.08
30363 - Paralegal/Legal Assistant III	28.24
30364 - Paralegal/Legal Assistant IV	34.16
30375 - Petroleum Supply Specialist	29.25
30390 - Photo-Optics Technician	25.37
30395 - Radiation Control Technician	29.25
30461 - Technical Writer I	21.99
30462 - Technical Writer II	26.91
30463 - Technical Writer III	32.33
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.48
30502 - Weather Forecaster II	32.20
30620 - Weather Observer, Combined Upper Air Or Surface Programs	23.02
30621 - Weather Observer, Senior	25.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	14.11

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31030 - Bus Driver	18.58
31043 - Driver Courier	14.04
31260 - Parking and Lot Attendant	9.51
31290 - Shuttle Bus Driver	15.01
31310 - Taxi Driver	11.31
31361 - Truckdriver, Light	15.01
31362 - Truckdriver, Medium	21.01
31363 - Truckdriver, Heavy	19.94
31364 - Truckdriver, Tractor-Trailer	19.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.53
99050 - Desk Clerk	10.88
99095 - Embalmer	34.13
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.03
99252 - Laboratory Animal Caretaker II	12.86
99260 - Marketing Analyst	27.32
99310 - Mortician	34.13
99410 - Pest Controller	17.73
99510 - Photofinishing Worker	13.78
99710 - Recycling Laborer	15.04
99711 - Recycling Specialist	17.37
99730 - Refuse Collector	13.86
99810 - Sales Clerk	12.39
99820 - School Crossing Guard	13.58
99830 - Survey Party Chief	27.79
99831 - Surveying Aide	15.04
99832 - Surveying Technician	19.08
99840 - Vending Machine Attendant	14.88
99841 - Vending Machine Repairer	17.79
99842 - Vending Machine Repairer Helper	14.88

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 20 years.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

## ATTACHMENT 2

## Past Performance Questionnaire, Solicitation: VA786-17-Q-0359

**INSTRUCTIONS:** -Offeror to complete boxes 1 through 7 before sending to past customer.

-Boxes 8 through 10 to be completed by past customer of Offeror and returned to: [john.carlock@va.gov](mailto:john.carlock@va.gov) no later than the date provided by the solicitation. NOTE: It is incumbent upon the offeror to have the customer send the completed questionnaire to email address above by the submission deadline. References must be from work done within the past 5 years.

1. Contractor Name and Address:		2. Contract No.	3. Contract Type:
		4. Contract Value (Current plus any unexercised Options)	7. Period of Performance
1b. Point of Contact & Contact Information		5. Customer Name:	FROM:
		6. Customer Point of Contact Information (email)	TO:
8. DESCRIPTION OF REQUIREMENT:			
9. RATINGS - Summarize contractor performance and check the box corresponding to the performance rating for each category. See page 2 for rating descriptions.			
(a) QUALITY	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(b) SCHEDULE	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(c) COST/PRICE CONTROL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(d) BUSINESS RELATIONS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(e) MANAGEMENT OF KEY PERSONNEL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
10. OVERALL RATING:			
NAME AND SIGNATURE OF EVALUATOR			EVALUATION DATE

## RATING GUIDELINES

PAGE 2 OF 2

Rating	Definition
5. Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
4. Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
3. Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
2. Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
1. Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(End of Section)

**ATTACHMENT 3**

**List of Attachments**

ATTACHMENT A: HEADSTONE REALIGNMENT

ATTACHMENT B: UNDERGROUND SPRINKLER SYSTEM OPERATION, INSPECTION, AND  
MAINTENANCE

ATTACHMENT C: HEADSTONE MAINTENANCE AND CLEANING

ATTACHMENT D: HEADSTONE SETTING AND ALIGNMENT

ATTACHMENT E: LAWN MAINTENANCE: FERTILIZATION, WEED CONTROL

ATTACHMENT F: LAWN MAINTENANCE: SODDING/SEEDING/CORE AERIFICATION/OVERSEEDING

ATTACHMENT G: LAWN MAINTENANCE: MOWING, TRIMMING & EDGING

ATTACHMENT H: PLANT MATERIAL MAINTENANCE

ATTACHMENT I: GROUNDS REPAIR AND REFILLING OF SUNKEN GRAVE OR CREMAINS

ATTACHMENT J: TRASH AND DEBRIS REMOVAL

ATTACHMENT K: CLEANING AND SET-UP OF COMMITMENT SHELTERS OR OSSUARY

ATTACHMENT L: JANITORIAL SERVICES

ATTACHMENT M: TRANSPORTATION OF CASKETED REMAINS

ATTACHMENT N: SNOW AND ICE REMOVAL

ATTACHMENT O: PLACEMENT OF FLAGS AND AVENUE OF FLAGS

ATTACHMENT P: QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

ATTACHMENT Q: WEEKLY INSPECTION REPORTS

ATTACHMENT R: SERVICE DELIVERY SYSTEM (SDS)

ATTACHMENT S: WORK SUMMARY & PROGRESS REPORT

ATTACHMENT T: DAILY HEADSTONE/MARKER VERIFICATION

ATTACHMENT U: CONTRACT DISCREPANCY REPORT (CDR)

ATTACHMENT V: QUALITY ASSESSMENT MONITORING FORM – CUSTOMER COMPLAINT  
INVESTIGATION

**ATTACHMENT A**  
**HEADSTONE REALIGNMENT**

**A. SCOPE:**

**1. NCA STANDARD AND MEASURES:**

- a) STANDARD 4.2: Proper height, alignment, and plumb of each headstone or marker is maintained.
- b) MEASURE 4.2: The percent of headstones and markers that are properly aligned.

- 2.** Work shall consist of adjusting alignment of headstones already in place that have shifted out of vertical or horizontal alignment. Fine tuning of headstone alignment, or “Bump and run,” shall be ongoing to keep stones plumb and aligned, and those headstones that are below or above allowable grade shall be fixed to proper height.

**B. GENERAL REQUIREMENTS:**

1. Upright headstones for individual graves shall be erected on the centerline twelve (12) inches in from the head of the grave with the inscription facing the grave. They shall be set plumb and aligned laterally, transversely, and diagonally with the headstones on other graves. Measurements shall be taken from the selection layout control points and not from headstones previously set. All upright headstones shall be set and maintained at a height of 24 to 26 inches from the finished grave to the top of the arc. Minor deviations in the less than nominal height are permissible to provide a uniform appearance in the top line to compensate for slight ground rises or depression within a burial section. Where a considerable number of adjacent stones are set or reset in a section, and ground conditions are known to require an allowance for vertical settlement, an extra inch may be permissible in the above ground projection when the stone is initially set.
2. Minor realignment, consisting merely of straightening the headstone, is called fine tuning, or bump and run, and may be accomplished by one person by hand or with a wooden tamping/pry stick, but is usually more efficient with one or two others to sight along headstone rows and columns to guide the adjustment.
3. If a headstone needs to be removed from its socket to adjust its height, it shall not be removed from the gravesite and shall not be left unattended. It shall be removed only briefly so an adequate amount of moistened, crushed limestone can be added to and compacted, or removed from, the bottom of the socket for proper height adjustment, then the headstone shall be replaced. No more than one headstone shall be removed from its socket at one time in a section.
4. The contractor is responsible to protect headstones from damage or being discolored from contact with dirt, soil or other contaminants during realignment or other maintenance operations.
- 5. HEADSTONES SHALL NOT BE REMOVED FROM THEIR RESPECTIVE GRAVESITES.**
- 6. See ATTACHMENT D, HEADSTONE SETTING AND ALIGNMENT for drawing diagrams and layout diagram drawings.**

**ATTACHMENT B**

**UNDERGROUND SPRINKLER SYSTEM**

**OPERATION, INSPECTION, AND MAINTENANCE**

C. SCOPE: Work consists of operation and minor maintenance of the installed sprinkler system.

D. GENERAL REQUIREMENTS:

1. **DESCRIPTION**: The work specified herein shall be provided to facilitate the successful and ongoing operation of an automatically controlled underground landscape irrigation system, including system controllers and control devices, control valves, sprinkler heads and accessible field wiring, and startup in the spring and shutdown in the fall. Buried and inaccessible system piping and wiring, while not specifically excluded, are not included under the inspection and maintenance requirements of this document.

2. **INSPECTIONS AND MAINTENANCE**:

a) This contract includes irrigation system startup and operation, as well as shutdown and winterization in the fall. It also includes regular diagnostic and repair service, including emergency callback service, and periodic inspections and preventative maintenance of all above-ground system components, controllers, control devices, and pump stations.  
System shall be operated efficiently to keep turfgrass and other landscape plants healthy, without being over-watered or drought stressed. The contractor shall be required to perform the following.

(1) Underground Irrigation Systems with Stand-Alone Controllers

- (a) Provide monthly examination of irrigation system by walking site and performing a thorough inspection of grounds and irrigation components.
- (b) During each inspection, prepare a list of all trouble spots and problem issues that are visibly identifiable. In addition, review system operation with on-site operators to determine and record additional issues experienced during daily operation that may not be readily observable.
- (c) In accordance with inspection notes, physically inspect all field controllers, including visible wiring in controller cabinet. Adjust controller programs to reflect site specific requirement, seasonal changes, and cemetery staff needs.
- (d) Visibly inspect controller grounding grid for good mechanical connection.
- (e) Verify operation of all irrigation valves and spray devices by manually running each station on each controller.
- (f) When necessary, adjust spray devices to assure proper spray pattern and radius of water pattern.
- (g) When necessary, repair or replace broken or malfunctioning spray devices. Repair and replacement parts shall be furnished by the government.
- (h) If installed, verify that all flow sensors are operating properly. Recalibrate as required to meet manufacturer's recommendations.

- (i) If installed, verify that all system master valves are operating properly. Perform preventive maintenance service to valves to meet manufacturer's recommendations.
  - (j) As required, clean all filtering devices on irrigation system, including but not limited to mainline filters, drip line filter, and spray head filter devices.
  - (k) At least once annually, test all controller grounding for proper resistance according to equipment manufacturers recommendations. Provide written report detailing grounding resistance for each controller, highlighting deficient ground locations and notifying the site manager of required action.
  - (l) Provide annual Spring Start-Up and Winterization service for the entire irrigation system.
- (2) Underground Irrigation Systems with Computer-based Central Control. Shall be performed monthly when in operation, and specific items also addressed as needed when problems are noted, or more frequently if recommended by the manufacturer
- (a) Perform all system inspection and maintenance tasks as outlined in the previous section for Underground Irrigation Systems with Stand-Alone Controllers.
  - (b) Check software event logs to verify system has been operating properly. Adjust program settings in the software and make required program modifications to respond to site issues or problems as necessary.
  - (c) Verify communication is intact between Central Control computer and all field controller devices. Check program schedules for proper operation and adjust if necessary.
  - (d) Verify system back-up function is programmed and working properly. Perform system back-up, provide back-up storage device to site manager for safe storage in remote locations.
  - (e) Verify all field controllers have back-up programs, adjust programs as necessary to allow for changing site conditions, seasonal changes, and cemetery staff needs.
  - (f) Verify that system Weather Station is operating properly. Perform preventive maintenance service to Weather Station to meet manufacturer's recommendations.

**3. WORK NOT INCLUDED:**

- a) Maintenance service shall not include the performance of any work required as a result of improper use, accidents, or negligence for which the contractor is not directly responsible.
- b) Underground repairs to piping and wiring are not included in this contract. Repairs to pump and irrigation controllers are also not included. If such repairs are required, and the COR requests the contractor to make repairs, said repairs will be performed and billed under a separate agreement or purchase order.

## ATTACHMENT C

### HEADSTONE MAINTENANCE AND CLEANING

B. SCOPE:

1. NCA Standards and Measures:

- a) Standard 4.1: Headstones, markers, and niche covers are clean, free of debris and objectionable accumulations.
- b) Measure 4.1a: 95% of headstones, markers, and niche covers do not show evidence of debris or objectionable accumulations.

2. Work consists of cleaning all headstones as specified by the Contracting Officers Representative (COR) to remove objectionable material and discoloration, such as accumulations of bird droppings or mud, tire and hose markings, grass stains, residue from trees, fungus, and so forth. The number of headstones in Omaha National Cemetery will increase at an approximate rate of 800 - 1000 per year.

C. GENERAL REQUIREMENTS: All headstones shall be cleaned prior to Memorial Day and Veteran's Day and any other time as determined by the Contracting Officer Representative (COR). The natural surfaces shall be retained. They shall not be painted, white washed or calcimined. Any headstones that have any dirt splash up or grass debris from mowing/trimming will be promptly cleaned when found.

D. PROCEDURE:

- 1. Clean water shall be used to clean headstone. Cleaning techniques with water shall include high pressure spraying, scrubbing and/or rinsing.
- 2. When water under pressure is used, the pressure will not exceed 800 psi. Excessive soil may be removed with plain water and a stiff brush (no wire brushes), followed by rinsing with clear water.
- 3. If water used in cleaning should soften the soil around the base of the headstone loosening the headstone, care shall be taken not to tip the stone out of plumb or alignment.
- 4. Care shall be taken to protect the turf area from any damage. Any turf damaged by the Contractor shall be restored at Contractor's cost.
- 5. Abrasive blasting and cleaning solution will not be used.
- 6. The cleaning product "D2" will be used according to the manufacturer's directions on all marble headstones on both cleanings each year. Inspections and tracking of results using "D2" on all headstones will be conducted by the COR. "D2" shall not be used on granite headstones or granite flat markers.

## ATTACHMENT D

### HEADSTONE SETTING AND ALIGNMENT

#### A. SCOPE:

##### 1. NCA Standards and Measures:

- a) Standard 3.2: Headstones and markers are properly installed.
- b) Measure 3.2a: The percent of upright headstones in active burial sections that are installed to be uniform in height (24"- 26" above ground) and horizontally and vertically aligned with inscriptions visible and installed to ensure a pleasing top line while compensating for ground contours. Proper height and alignment of each headstone or marker is maintained.
- c) Standard 3.1: Graves in national cemeteries are set in a timely manner after receipt.
- d) Measure 3.1a: 95% percent of graves in national cemeteries are marked with a permanent headstone or marker in a timely manner.

- 2. Work consists of setting new or replacement headstones on gravesites and resetting or realigning those already in place that have shifted out of vertical or horizontal alignment. It includes reporting physical defects to the Contracting Officer or his authorized representative. Approximately 500 headstones will require setting annually and approximately 50 will require realignment annually.

#### B. GENERAL REQUIREMENTS:

Upright white marble headstones are to be used at the Omaha National Cemetery as determined through direction of the National Cemetery Administration, Central Office (in accordance with the general plan of the cemetery). Headstones shall be installed as soon as possible but always within ten (10) calendar days of delivery to the cemetery. Standard upright marble headstones are, approximately, 42 inches long, 13 inches wide, 4 inches thick, 230 pounds in weight.

##### 1. PROCEDURE, NEW AND REPLACEMENT HEADSTONES:

- a) The responsibility for ordering headstones, checking for proper wording and initial inspection for damages shall be that of the Government.
- b) Headstones/niche covers are received at Omaha National Cemetery and unloaded by the contractor via forklift. Contractor personnel are responsible for the unloading of headstones from the delivery truck, inspecting the headstones for damage (documenting any damage and reporting to COR immediately) and braking down the pallet of headstones onto staging area racks and shall remove glue, cardboard or crating material from the headstones that has adhered to the surface for COR quality and inscription inspection. Contractor is responsible removal of skids from cemetery property from delivered headstones at contractor cost. Headstones identified by the COR as damaged or after inspection of inscription as incorrect shall be moved by the contractor to a designated area determined by the COR.
- c) Headstones shall be properly set on the correct gravesites within ten (10) calendar days of delivery to the cemetery. In transporting or storage of headstones, they shall be protected from the weather to avoid damage or staining from crating materials. For storage, each stone shall be placed so as to rest on its long edge in a vertical freestanding position for easy accessibility. Where there is a shortage of storage space and there is a wall or other substantial support at the storage area, the headstones may be stored by resting them on their

bottom edge and leaning them against the wall at a safe and stable angle. Several stones may be stacked against the first stone to conserve space with proper separation in all cases. If there is any breakage or damage in any form due to the Contractor's handling or negligence, the cost for replacement will be borne by the Contractor. The COR shall designate a suitable area for storage of the stones at Omaha National Cemetery. An inscription and quality inspection will be accomplished by COR upon receipt. Defective headstones will not be set. Replacement headstones will be ordered by Omaha National Cemetery staff.

- d) Headstones shall be lifted and transported or set by at least two (2) people unless special one-person devices are approved.
- e) Headstones shall be properly set on the centerline of the grave, twelve (12) inches in from the head of the grave, with the inscription facing the grave. Straight Rows: Headstones shall be set vertically plumb in all directions, in all cases, in a line vertically and laterally, and transversely, with headstones of other graves using a top string, a back of headstone string line, and a side of headstone string line (note: high winds in the area at times, string lines may need to be pinned more frequently at these times to set headstones). Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8", or less. All measurements and string line set ups/row layouts shall be taken from established burial section layout control point grid monuments, not from previously set headstones.
- f) In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers will be set at proper heights and levels to provide a flowing transition through uneven terrain unless otherwise specified by the COR. Headstones shall be anchored firmly in place so that they are rigid with no give or play.
- g) If there are cases where headstone sockets need to be realigned/shifted, and/or re-dug, the headstone sockets (holes) to receive headstones shall be dug by hand and/or mechanical devices to a sufficient depth so that 24-26 inches of the headstone is extending from the soil level to the top of the arc on the headstone. Contractor shall not dig a headstone socket wider than twelve (12) inches, twenty (20) inches in length, or exceed a depth of 20 inches that may cause the headstone to settle below height requirement.
- h) The alignment of the headstones should be checked frequently during this process because the tamping may move the headstone out of level or off the mark on the line. Upright headstones in all sections shall be firmly set and anchored in place with no movement from forces subjected by the COR.
- i) Headstones are to be set in the following manner:

On pre-placed crypts, sockets for headstones are to be dug down to the crypt lid, then, if needed to achieve the correct headstone height, moistened, Crushed Limestone Base Material supplied by the contractor (graded aggregate sizes ranging from crushed powder fines up to 3/8 inches maximum) is to be added and tamped to full compaction in the bottom of each socket to the proper depth needed for the headstone to set on and extend 24-26 inches from the surface soil level to the top of the arc on the headstone. After each headstone is placed into its socket and its correct height confirmed, Moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed powder fines up to 3/8 inches maximum) is to be placed around all sides of the headstone and heavily tamped to full compaction at each three (3) inch vertical interval, leaving the last 4 inches at the top to have tamped topsoil and sod applied. During this process it is critical that proper plumb, alignment, and height be frequently checked, corrected for, and ultimately achieved, with each headstone rigidly set.

If a headstone is to be installed where there is no pre-placed crypt or headstone containment box, the depth of the socket shall be dug in the soil to a maximum depth of 20 inches, and then a minimum of 3 inches of Crushed Limestone Base Material supplied by the contractor (graded aggregate sizes ranging from crushed powder fines up to 3/8 inches maximum) is to be heavily tamped to full compaction in the bottom of the socket to provide a footing for the headstone to set on, and to the proper depth so that 24-26 inches of the headstone extends from the surface soil level to the top of the arc of the headstone. After the headstone is placed into the socket and its correct height

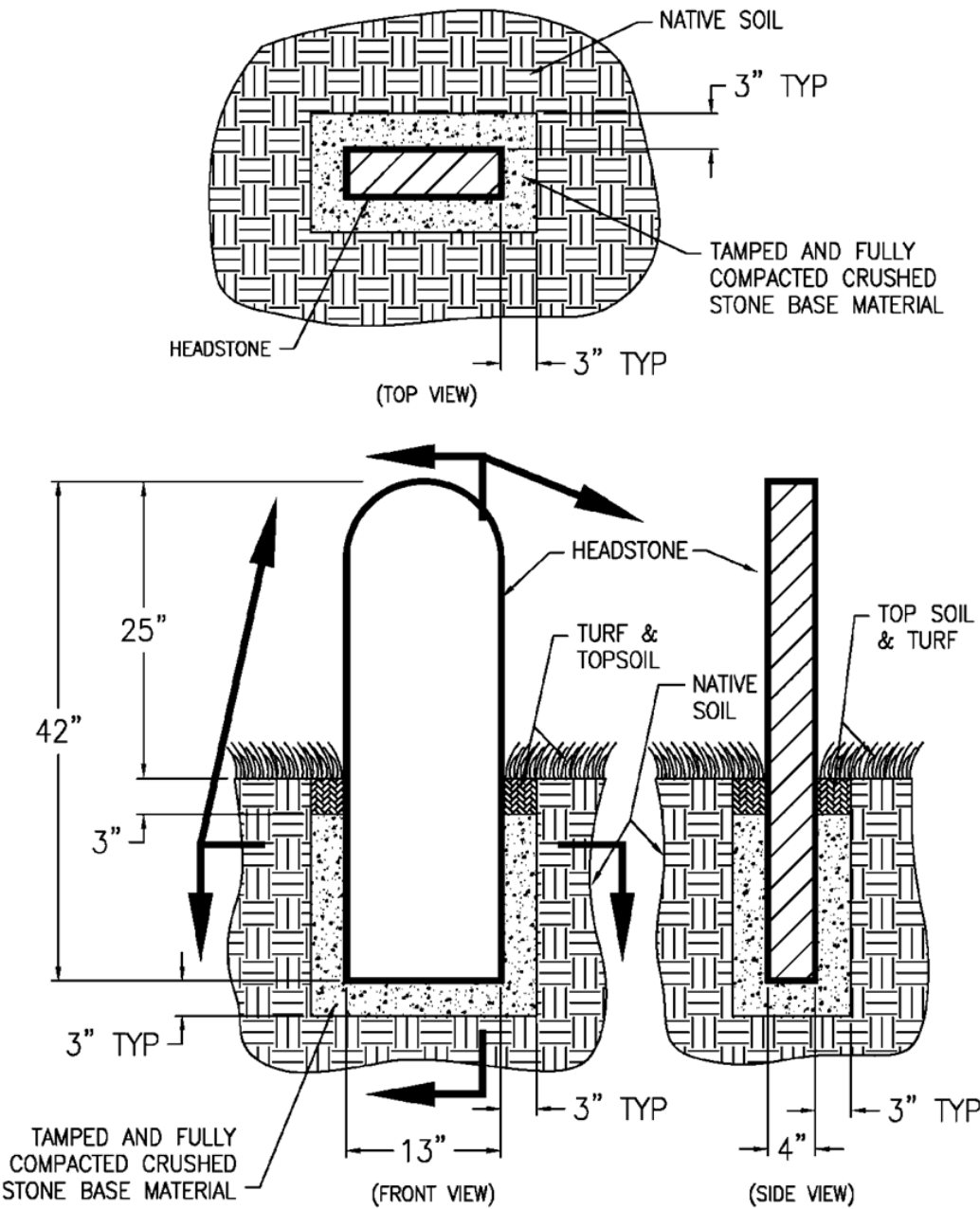
confirmed, Moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed powder fines up to 3/8 inches maximum) is to be placed around all sides of the headstone and heavily tamped to full compaction at each three (3) inch vertical interval, leaving the last 4 inches at the top to have tamped topsoil and sod applied. During this process it is critical that proper plumb, alignment, and height be frequently checked, corrected for, and ultimately achieved, with each headstone rigidly set.

On a precast concrete urn crypt, the precast headstone containment box is to be uncovered and lid removed. The filter fabric lining within the containment box shall be kept in place to cover the weep-holes in the bottom. Ice (if present) shall be removed by and at the contractor's expense with either heat or de-icer, but not to damage the containment box (hammer, chisels, such tools not to be used to remove ice considering the damage they may cause to the containment box). Moistened Crushed Limestone Base Material supplied by the contractor (graded aggregate sizes ranging from crushed powder fines up to 3/8 inches maximum) is to be added and compacted at the bottom, if needed for proper headstone height. After the headstone is placed into the socket and its correct height confirmed, Moistened Crushed Limestone Base Material supplied by the contractor (graded aggregate sizes ranging from crushed powder fines up to 3/8 inches maximum) is to be placed around all sides of the headstone and tamped to full compaction at each three (3) inch vertical interval to the top of the containment box. Care must be taken during installation or compaction to not break or crack the containment box. During this process it is critical that proper plumb, alignment, and height be frequently checked, corrected for, and ultimately achieved, with each headstone rigidly set.

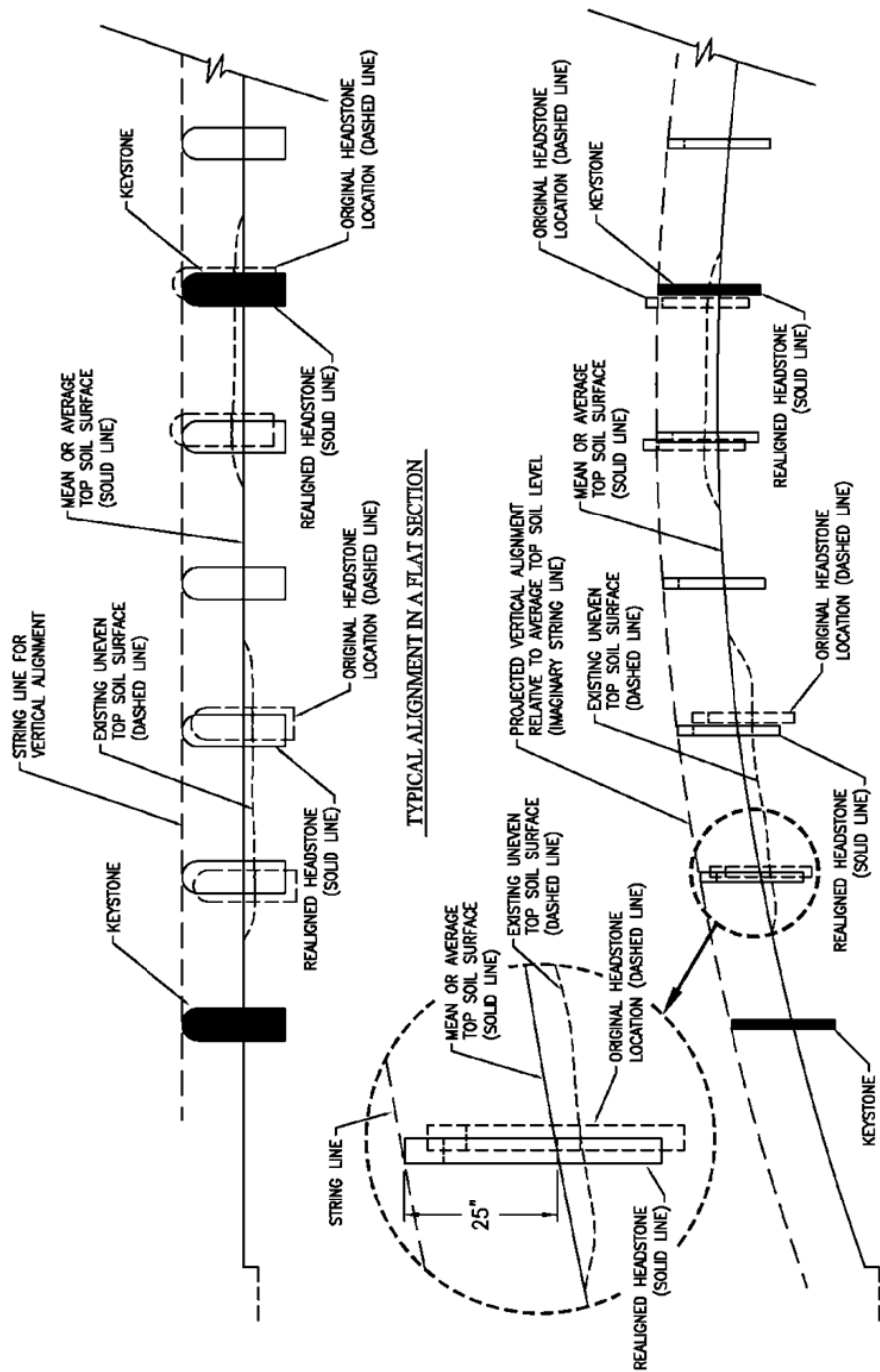
The contractor shall report at the end of the day on his/her daily headstone settings in writing to the COR.

- j) Any headstones broken or damaged by the Contractor shall be reported to the Cemetery Administrator or COR by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone replacement. All headstone replacements must be coordinated with the COR. Any grid or sectional monuments disturbed, displaced or broken shall be replaced by the Contractor at his cost. All grid or sectional monuments disturbed, etc., shall be properly reset by a licensed land surveyor at Contractor's expense. Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the contractor during performance of contract work shall be repaired at the expense of the contractor. Repairs to the above shall be corrected by the Contractor within fourteen (14) workdays, unless otherwise agreed to with the COR.
- k) Headstones will be removed from their sockets by using wooden, and or metal clamps. If metal clamps are used the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to, and marking of, the headstone. Clamps may be attached to a Bob Cat or similar Machine to extract headstone from socket. Use care not to scratch or damage headstones in any manner. Contractor is responsible for the correction and/or restoring to original condition all areas where damages were caused to turf and headstones during performance of this work.
- l) Once the COR or his/her designee has identified a headstone for disposal (due to damage, inscription change, or second interment) the Contractor shall take the following actions: Move the headstone to an area of the maintenance yard located out of the view of the general public. Break the headstone into pieces using a maul or sledge hammer so that the inscriptions are not legible. Dispose of the broken headstone pieces at the contractor's expense as directed by the COR. Headstones shall not be used for any purpose other than their intended use. The Contractor shall maintain a log of all disposed headstones. This log shall track the Name, date of disposal and the location of disposed headstone.
- m) adjustment (raising, lowering, or otherwise realigning newly set headstones due to initial settling, improper compaction or contractor error will be the responsibility of the Contractor, and will be at the Contractor's expense.
- n) If there is a problem with realigning a specific marker, a report shall be sent to the COR providing a detailed explanation, the reasons the marker was not realigned.

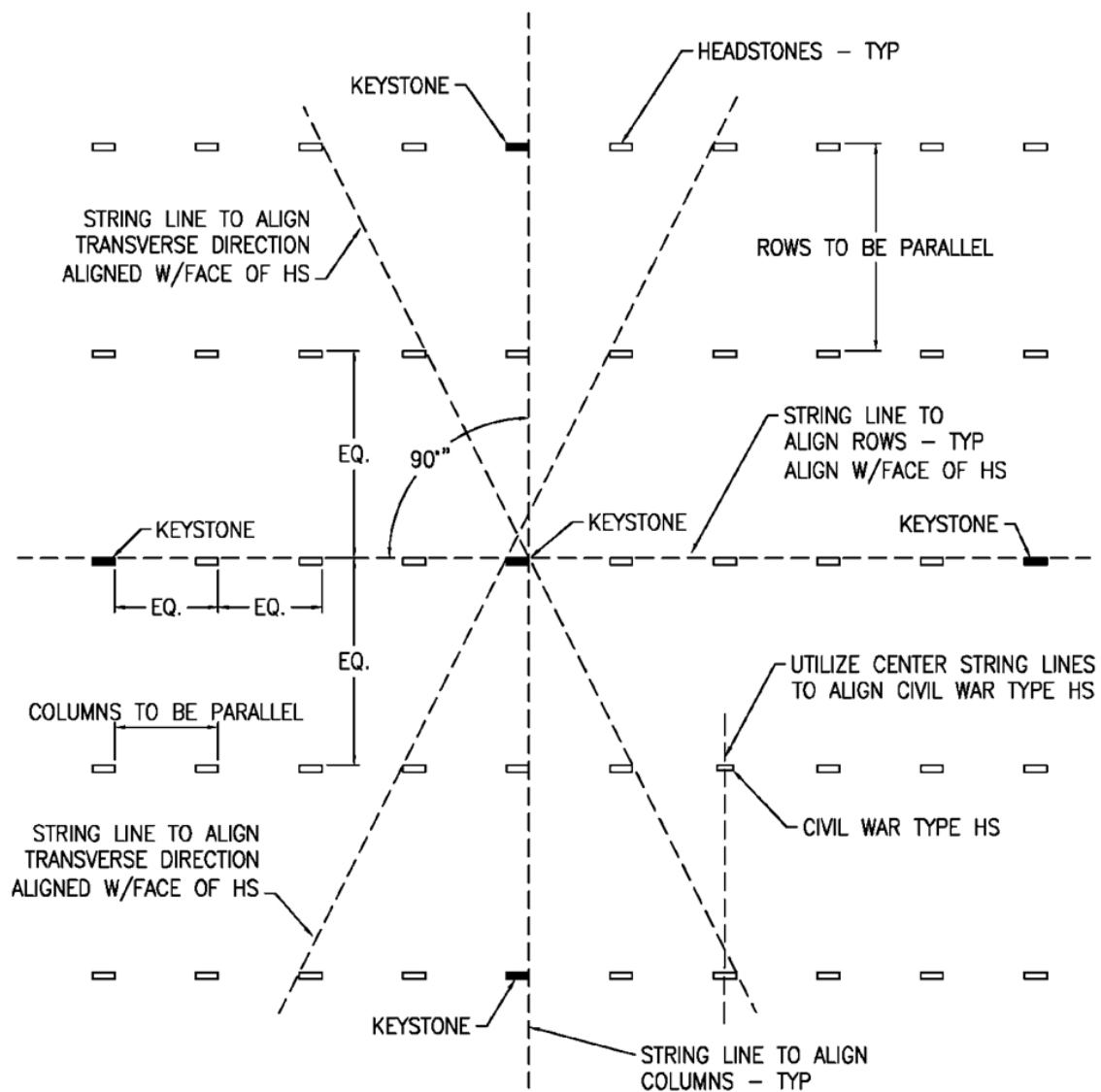
- o) Any and all headstones set by the Contractor shall maintain the proper height and alignment for a period of 365 days from date of install and compliance by the COR; any adjustment, raise, lower or realignment of headstones during this warranty period shall be at the Contractor's expense. Adjustment, raising, lowering and/or realigning newly set headstones due to initial settling, improper compaction or Contractor error will not constitute Headstone Raise, Lower, Realign, Reset, Backfill as described in the Price/Cost Schedule and shall be at the Contractor's expense.



**INSTALLATION DETAILS**  
**UPRIGHT HEADSTONE**



**ELEVATION VIEW**  
**UPRIGHT HEADSTONE**  
**BURIAL SECTION LAYOUT AND REALIGNMENT**



PLAN VIEW  
UPRIGHT HEADSTONE  
BURIAL SECTION LAYOUT AND REALIGNMENT

**ATTACHMENT E**

**LAWN MAINTENANCE: FERTILIZATION, WEED CONTROL**

**A. SCOPE:**

**1. NCA Standards and Measures:**

a) Standard 1.1: All maintenance activities are included in a current Cemetery Grounds Management Plan.

- (1) Measure 1.1a: The percent of national cemeteries that have a written, current Cemetery Grounds Management Plan that includes all maintenance activities and schedules for that cemetery.

Target 1.1a: 100%

- (2) Measure 1.1b: The percent of Cemetery Grounds Management Plans that are reviewed and updated on an annual basis.

Target 1.1b: 100%

- (3) Measure 1.1c: The percent of National Cemeteries that are accomplishing all activities in their Cemetery Grounds Management Plan.

Target 1.1c: 100%

The contractor shall follow the Omaha National Cemetery Grounds Management Plan, and recommend changes to it as needed, in coordination with the COR and District Agronomist, to reflect current and ongoing needs.

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

- (1) Requirement 2.1a: Visually prominent areas are generally weed free.

- (2) Requirement 2.1b: Visually prominent areas with established turf are generally free of bare areas.

c) Standard 3.2: Grounds are maintained in a manner that avoids safety hazards for visitors and staff.

- (1) Measure 3.2a: 100% of safety hazards (holes, pests, hazardous trees and branches, sprinkler heads, etc.) that are identified have corrective action initiated within the same workday in which they are identified.

The contractor shall maintain the turf area of the Cemetery and the immediate area surrounding of the Cemetery in a healthy condition by proper application of fertilizers and other plant health care products (including pesticides, particularly herbicides, as needed). Turf in burial areas shall be generally weed free, meaning “the population of weeds is very widely scattered and visually insignificant when the total expanse of the cemetery is observed. They in no way distract from the visual attractiveness of the landscape.” Attractive, healthy turf shall cover at least 95 percent of the area. The turf is to be aerated with a core aerator in September.

**B. EQUIPMENT AND SUPPLIES:**

1. The Contractor is to supply all necessary applicators, hoses and other equipment.

2. The contractor shall have soil tested at a certified facility. Copy of results shall be provided to the COR. Test results will show any deficiencies and the needed corrections.
3. The Contractor shall furnish all required chemicals, fertilizers and any other supplies.
4. Water will be furnished by the Government for Contractor use at the Cemetery.

C. GENERAL REQUIREMENTS:

1. The Contractor shall be responsible for taking all precautions to prevent damage to the cemetery, in any manner, including headstones, markers, monuments, flower bases, trees and other structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones/markers, other cemetery structures or property damaged as a result of actions by contractor personnel. Any damage must be reported to the COR immediately.
2. Fertilizer: Shall be applied at a rate of one pound of nitrogen per 1,000 square feet three times each year: late May/early June, early September, and late October (or about the time of the final mowing for the season). It shall be applied with a properly adjusted and calibrated spreader. Overlap of spread pattern from adjacent passes shall be adequate to ensure uniform application. Streaks appearing in turf any time during the year as a result of non-uniform application are not acceptable. Fertilizer deposited impervious surfaces (walks/pavement) shall be removed or blown onto the turf immediately following application. Fifty percent or more of the nitrogen in the fertilizer shall be in a slow or controlled release form. The fertilizer potash (K) content shall be one third to one half that of the nitrogen content, and the phosphate (P) content shall be one fourth or more that of the nitrogen content, e.g., 24-6-8, or 26-9-13. It shall contain no iron. Variations of this regime may be approved by the COR, in consultation with the District Agronomist, if needed based on soil test results or extreme weather conditions. (See '5.' Below for an additional option about the May-June application.)
3. Soil Testing: The Contractor shall collect soil samples and have them analyzed at a qualified university or commercial laboratory once every three years from each cemetery section. Test results shall include soil pH, and levels of phosphorous, potassium, and organic matter. Approximately one third of the sections shall be tested each year, and results shall be submitted to the COR.
4. Spraying Broadleaf Weeds: In addition to proper fertilization and mowing to enhance turfgrass competitiveness against weeds, weeds shall also be controlled with appropriate use of herbicides. Broadleaf weeds shall be controlled by spraying turfgrass areas with the proper type and rate of herbicide that will control the weeds present (typically clover, dandelion, plantain, oxalis, chickweed, henbit, etc.). Spraying of all turfgrass areas will be done twice each year: in early-mid May to clean up weeds prior to Memorial Day, and in October to have maximum effect on perennial weeds and reduce winter-annual weed establishment. Contractor is also expected to spot spray at other times as needed to control localized weed populations that may develop.
5. Pre-emergence Herbicide shall be applied twice per year to prevent annual grassy weed establishment. Applications shall be in April when soil temperature approaches that necessary for crabgrass germination, and again approximately 7 weeks later. Either dithiopyr (e.g., Dimension) or prodiamine (e.g., Barricade) shall be used at the maximum label rate allowed for the site. (If approved by the COR in consultation with the District Agronomist, the spring fertilizer application may be combined with the pre-emergence herbicide applications, if (1) the April application contains less than one half pound of nitrogen per 1,000 square feet, and the overall "late May to early June" fertilizer requirements regarding controlled release and ratio in '2.', above, are met, or (2) the entire "late May to early June" fertilizer quantity may be applied with the April pre-emergence herbicide IF the nitrogen in the fertilizer is 90% or more in an extended controlled release form that will extend its release over 120 days or more.)

6. Gophers and Moles and any other Pests: Gophers and moles and any other pest shall be controlled and through the use of traps or pesticide baits applied by a licensed applicator. The Contractor shall ensure that soil shall be tamped into holes and turf replaced or reseeded to insure acceptable appearance at all times.
7. Pesticide Requirements: Contractor will keep records of all pesticide and fertilizer applications and furnish copy to COR within one working days of application. Records will show type, amount, application area, and weather conditions. Signs will be posted as required by law informing the public of pesticides applied to turf areas. State regulations and product label requirements shall be followed for pesticide applications, and applicators will be certified or licensed as required by Nebraska law.

**ATTACHMENT F**  
**LAWN MAINTENANCE: SODDING/SEEDING/CORE AERIFICATION/OVERSEEDING**

**A. SCOPE:**

**1. NCA Standards and Measures:**

a) Standard 2.7: Gravesite re-openers avoid damage and ensure continuation of a well-established, healthy stand of turf.

(1) Measure 2.7a: 100% of grave re-openers during the growing season that show healthy turf re-established within 60 days of the interment.

(2) Measure 2.7b: 100% of winter grave re-openers that show healthy turf re-established within 60 days of the start of the growing season.

b) Standard 2.8: Avoid damage and ensure continuation of a well-established, healthy stand of turf during grounds maintenance operations.

(1) Requirement 2.8: Turf damage due to grounds maintenance tasks is identified and corrective action initiated by close of business the same day.

2. Work consists of sod bed preparation and sodding/seeding of areas of the cemetery where the turf has been disturbed or has died. In particular, all newly dug or refilled graves will need resodding/seeding.

3. Approximately 500 graves may require resodding/seeding annually. Sod for new interments shall generally be acquired by the Contractor from a local sod producer, although existing cemetery sod may at times be reused if the quality is good, the COR approves, and it is harvested with a sod-cutter so it can be laid properly. Sizes of burial areas: Casketed sites are 3' x 8', cremation sites 4' x 4', private vaults are 4' x 10', oversized 5' x 10'. All include sod over the burial area to include sodding around the headstone.

4. During the growing season, all first interment casket gravesites will be sodded no later than the end of the week. If existing cemetery sod is approved for reuse, all casket subsequent burials and first interment casket burials in traditional sections will be sodded at the end of the day in which the burial occurred, unless purchased sod is to be used, and then those graves will be resodded no later than the end of the week.

5. The Contractor will be responsible for removing and replacing sod in the new interment areas for daily interments.

6. The Contractor may be allowed to store sod in a designated area.

7. The Contractor shall be responsible for the removal and disposition of poor quality soil and shall refill the site with quality topsoil and perform the sodding/seeding to include the bare areas to insure a quality turf.

8. Delivery tickets, indicating date, weight, analysis, purity, and vendor's name, etc. of sod and seed are to be submitted to the COR.

**B. GENERAL REQUIREMENTS:**

**1. Kind of Sod/Seed**

- a) Type: Predominantly turf-type tall fescue, with at least 30% being rhizomatous tall fescue (RTF) cultivars, but it may also contain some Kentucky Bluegrass.
- b) Purity: 98 – 99%
- c) Germination: 86 – 90%

Only cultivars of grass sod/seed that have been adapted in the State of Nebraska and certified by the State Agronomy Testing Laboratory shall be accepted.

Any substitution of sod/seed type, weight, or application shall be specifically approved by the COR in writing. Sod/seed shall be free of all noxious weeds.

C. GUARANTEE:

- 1. The Contractor shall be responsible for mowing and watering all sodded/seeded areas and maintaining them in a healthy and vigorous condition. Rather than operating the irrigation system only for individual gravesites where sod is being established, those gravesites will be spot watered with hoses or other watering methods as needed when routine irrigation or rainfall is insufficient for the new sod.
- 2. The Contractor shall, at his/her own expense, replace any sod which has died or been damaged during the establishment period.
- 3. Healthy turf shall be re-established within 30 days on all grave re-openers during the growing season.
- 4. Core Aerification: When conditions are favorable (i.e., grass not stressed and is actively growing, soil not too wet or dry) in early September, all accessible turf shall be core aerified as follows:

Depth: 3 or more inches

Density: 12 or more holes per square foot

Core Diameter: 5/8 to 1.0 inch

A rotary, pull-behind core aerator may be used, but two or more passes may be required to achieve 12 holes per square foot. Turf immediately within headstone rows (immediately between and along adjacent headstones, and to a distance of about one foot on either side of the rows, or as directed by the COR) shall not be aerified to reduce risk of damage to the headstones and markers. It is imperative that headstones, grave markers, and section markers not be chipped, scratched or otherwise damaged in any way. Aerification cores are to be left on the turf surface. Contractor shall clean any soil or other debris resulting from this operation off all roads and sidewalks immediately following the work. In addition, to prevent importation of weeds or other pests, the equipment shall be cleaned prior to bringing it to the cemetery.

- 5. Overseeding: - Areas of the cemeteries designated by the COR where turf has thinned out or been disturbed or has died shall be overseeded by the Contractor at a rate of 4 pounds of seed per 1,000 square feet immediately following core aerification. The COR will notify the Contractor which sections of the cemetery and the number of acres that will be overseeded in a particular year. The Contractor shall be responsible for obtaining the required seed in sufficient time for application.

**ATTACHMENT G**

**LAWN MAINTENANCE: MOWING, TRIMMING & EDGING**

**A. SCOPE:**

1. NCA Standards and Measures:

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

(1) Measure 2.1a: Visually prominent areas are generally weed free.

(2) Measure 2.1b: Visually prominent areas with established turf are generally free of bare areas.

(3) Measure 2.1c: Turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type and region according to the Cemetery Grounds Management Plan.

b) Standard 2.6: Visually prominent areas in the cemetery are properly trimmed and edged.

(1) Requirement 2.6a: Headstones show turf is trimmed to the recommended mowing height. There shall be no signs of turf being scalped by string trimmers.

(2) Requirement 2.6c: Other features on cemetery grounds are trimmed or edged within appropriate limits.

2. The Contractor shall be responsible for mowing; edging and trimming all turfgrass within the cemetery.

3. Turf shall generally be mowed to a three inch height, and be maintained between 3 and 4.5 inches. Turf surrounding a headstone or marker shall be trimmed to the same height as it is mowed. There shall be no signs of "grass burns" or tearing of turf caused by mower tires where mowers turn. There shall be no signs of turf being "scalped" by string trimmers.

4. The contractor shall mow; edge and trim all turfgrass within the Cemetery and outside perimeter enclosure walls as specified by the COR.

**B. EQUIPMENT:**

1. Rear discharge riding mowers may be used provided that they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces.

2. Commercial grade power trimmers and power edgers will be used to trim grass from around headstones, monuments, markers, etc.

3. Mower blades must be kept sharp so that grass is properly cut - not torn or damaged.

**C. GENERAL REQUIREMENTS:**

1. The Contractor shall be responsible for mowing, edging and trimming all turfgrass within the cemetery as specified by COR.

2. MOWING: In general, turfgrass shall be mowed once per week at a three inch height of cut.

- a) During periods of rapid grass growth, such as is normal in April and May, mowing will be needed more than once per week, but also may be needed less frequently in late fall and during the hot part of the summer.
  - b) Direction of mowing shall be alternated with each mowing cycle as much as possible.
  - c) Mowing frequency shall be often enough that: 1- excessive clippings are not generated, and 2- no more than one third of the grass height is removed when mowed.
  - d) If mowing is delayed by weather or some other reason and grass height becomes excessive, mowing height shall be increased so no more than one third of the grass height is removed, then mowed twice per week at a slightly lower height each time till the three inch target is again achieved.
  - e) Mulching blades shall be used.
  - f) Mowers shall have rear discharge to help keep headstones clean. Any Grass clippings adhering to headstones shall be cleaned off immediately following mowing.
  - g) Clippings shall normally be left on the turf if they are well dispersed and don't inhibit grass growth or detract from the appearance of the cemetery, but excessive quantities or accumulations of clippings shall be dispersed or removed. Windrows or clumps shall not remain after mowing.
3. **TRIMMING:** After grass has been mowed, all un-mowed grass around headstones, monuments, markers, and other vertical surfaces shall be trimmed to keep the grass at the same height that it was mowed. Trimmed grass height shall match that of the mowed grass, and be no shorter.
- a) Care will be taken in the vicinity of headstones to prevent damage to the headstone.
  - b) Grass clippings/stains will be removed from headstone bases after trimming is completed.
  - c) Trimmers will be kept level to prevent scalping between and around headstone.
  - d) Discarded trimmer string shall be removed from the grounds after trimming operations are complete.
4. **EDGING:** All streets, curbs, walkways, tree wells and shrub beds shall be edged. Edging shall be done as often as needed so no grass or growth is on hard surface. The COR will conduct random inspections of edging weekly.
5. Clippings shall be removed from all hardscape surfaces immediately following mowing, weed eating, edging, and trimming.
6. Any damage to headstones, cemetery fixtures, grounds or equipment during grounds maintenance operations must be reported to the COR immediately.
7. Extra care should be exercised with these operations when visitors are in the vicinity of operations.

**ATTACHMENT H**  
**PLANT MATERIAL MAINTENANCE**

**A. SCOPE:**

**1. NCA Standards and Measures:**

- a) Standard 3.2: Trees and shrubs are healthy, vigorous, and free of pests and disease and/or are maintained in accordance with the Cemetery Grounds Management Plan.
  - (1) Requirement 3.2: Trees and shrubs are healthy, vigorous, and free of pests and disease and/or are maintained in accordance with the Cemetery Grounds Management Plan.
    - (a) Trees and shrubs are to be maintained in a healthy, vigorous condition free of pests and disease.
    - (b) Trees and shrubs shall be trimmed and maintained at a proper size and shape for its particular size and type according to industry standards.
- b) Standard 3.3: Trees and shrubs are maintained so that they enhance and do not detract from the appearance of public areas.
- c) Standard 4.1: Cemetery planting beds are well maintained, attractive, and are compatible with the geographic region.
  - (1) Measure 4.1b: Planting beds that are generally weed free.
  - (2) Requirement 4.1c: Plants in planting beds are healthy, vigorous, and free of pests and disease.
    - (a) Plants and planting beds are to be maintained in a healthy, vigorous condition free of pests and disease.
    - (b) Cemetery planting beds are well maintained and attractive.
- d) Standard 4.2: Grounds are maintained in a manner that avoids safety hazards for visitors and staff.
  - (1) Measure 4.2a: Safety hazards (holes, pests, **hazardous trees and branches**, sprinkler heads, etc.) that are identified and corrective action initiated within the same workday.
    - (a) Trees shall be maintained in a condition free of broken limbs or branches.
    - (b) Ornamental trees and shrubs shall be pruned in a manner that ensures they do not pose a hazard to staff and visitors.
- e) Buffer areas are maintained so that they enhance and do not detract from public areas.
- f) High maintenance areas, in which turf is not a part of the cemetery design, will be maintained in a manner that is appropriate for the medium in place.
- g) Work consists of, but is not limited to, maintaining shrubs and trees in a healthy and attractive condition by proper watering, pruning, removal of dead branches, cultivation and mulching. Notify COR of any pest infestation in trees and obtain further guidance from the COR.

**B. GENERAL REQUIREMENTS:**

Personnel shall be properly trained in the operations they are to perform. Individuals applying pesticides shall be licensed as required by Nebraska law. Those who perform routine pruning of shrubs and structural training of young trees shall have knowledge of the unique characteristics of each species, proper pruning techniques and timing, and

significant, relevant experience in shaping shrubs and trees attractively in their natural form and for safe, healthy growth. Those performing structural training of trees shall be International Society of Arboriculture (ISA) certified arborists or tree workers.

**C. EQUIPMENT:**

1. All necessary equipment for this maintenance performance shall be furnished by the Contractor unless specifically stated otherwise.
2. All cutting tools will be kept sharp and properly functioning.
3. Materials for spraying and fertilizing will be supplied by the Contractor and proper records kept in accordance with state regulations.

**D. PROCEDURE:**

1. Trees will be kept free of suckers and broken branches.
2. All pruning cuts will be made according to ANSI A300 Standards.
3. The water catchment basins around newly planted trees will be kept free of grass and weeds, and mulch refreshed as needed.
4. All new trees shall be staked (as indicated in Department of Memorial Affairs Standard Specifications – obtained from the COR). Any tree showing adverse effect from high winds will also be staked. Trees which have been damaged in any way will be reported to the COR, or his/her authorized representative. All plant material destroyed by the Contractor will be replaced at Contractor's cost.
5. Hedges, if any, will be trimmed to promote a healthy and attractive appearance and uniform growth over all parts of the plant, with the bottom wider than the top. Hedges and shrubs shall be kept free of dead branches and dead leaves.
6. All shrubs and trees shall be watered during the growing season as needed to maintain their health and an attractive appearance, but not overwatered.
7. Pruning Shrubs: Shrubs shall not be sheared (unless part of a hedge), but shall be maintained attractively in their natural shape by annual pruning, done at a time appropriate for the species being pruned, to maximize health, and flower display (for those with ornamental flowers).
8. Pruning (Structural Training) of Young Trees shall be done annually at a time appropriate for species being pruned, according to ANSI A300 Pruning Standards, and as shown in the Colorado State University Extension publication “Structural Training of Young Shade Trees” (<http://www.ext.colostate.edu/mg/Gardennotes/613.html>). The objective is to help each tree develop the maximum structural integrity, health, and natural, pleasing form possible. An ISA Certified Arborist shall perform this task.
9. Pruning and other debris shall be removed from the cemetery, and all ornamental and tree beds and rings shall be kept free of debris and weeds.
10. Mulch: All mulched areas (planting beds for ornamentals and shrubs, tree rings) shall be refreshed with shredded hardwood mulch annually in the spring prior to Memorial Day. Mulch color shall match what was used previously, or as directed by the COR. Mulch is to be maintained at approximately three inches deep,

except it shall be thinner near and pulled away slightly from the bases of all trees so that mulch does not contact the tree bark. Any crusted mulch shall be broken up to allow better water and air penetration.

11. Perimeter Buffer Strip: An 8 inch by 8 inch trench filled with mulch separates lawn and prairie areas. It is to be maintained as a mulched area as described above, except mulch depth need not be above grade, though mulch is to be refreshed annually and the trench kept full, and crusted mulch need not be broken up. Weed control shall be as for other mulched areas, as described below.
12. Weed Control: All mulched areas shall be kept free of weeds by hand weeding or careful spot spraying with a non-selective herbicide (such as Roundup) monthly from April through October. To reduce weed emergence, the pre-emergence herbicide Snapshot (or equal) shall be applied at the maximum label-allowed rate to all mulched areas twice per year, in April and September.

**ATTACHMENT I**

**GROUND REPAIR AND REFILLING OF SUNKEN GRAVE OR CREMAINS**

**A. SCOPE:**

**1. NCA Standards and Measures:**

a) Standard 4.2: Grounds are maintained in a manner that avoids safety hazards for visitors and staff.

(1) Measure 4.2a: Safety hazards (holes, pests, hazardous trees and branches, sprinkler heads, etc.) that are identified and corrective action initiated within the same workday.

b) Standard 2.4: The grade of every gravesite blends in with adjacent grade levels.

(1) Measure 2.4a: Gravesites have grades which are level and blend with adjacent grade levels.

(2) Measure 2.4b: Sunken grave or cremains have been identified and repaired to re-establish the ground level in accordance with NCA Standards and Measures.

2. Work consists of refilling sunken grave or cremains with suitable soil to match existing adjacent graves, and reestablishing the turfgrass. The cemetery will be checked for holes and washouts and when found they shall be filled immediately.

3. Damage to the grounds occurs due to pests and can be the cause of injury to visitors and personnel. The cemetery will be checked for pest holes regularly and when found they shall be filled immediately.

**B. GENERAL REQUIREMENTS:**

1. A sunken grave or cremains is defined as any gravesite that has receded two (2) inches from the existing adjacent grade. Standard graves excavated and backfilled are approximately three and one-half feet wide and approximately eight feet long. The Contractor will identify sunken grave or cremains requiring repair. The contractor shall report all identified sunken grave or cremains by section and grave number prior to being repaired/ fixed to the COR for verification and inspection.

2. Refilling of sunken grave or cremains shall be accomplished as soon as possible but shall be accomplished two (2) business days after receipt of weekly inspection sheet.

3. Partially sunken grave or cremains may occur after weather events. This can appear as a small to medium hole outlining the grave or headstone setting. This type of grade issue can cause injury to visitors and staff and must be repaired same day observed.

4. Any graves identified as sunken must be secured by the contractor with safety barriers until repairs can be affected, by grave boards or cones to prevent injury to visitors and personnel.

5. Pest holes and all other holes shall be repaired same day found to prevent injury to visitors and workers.

**C. PROCEDURE:**

1. Sunken grave or cremains shall have sod cut out and be filled with approved select backfill and tamped to within two (2) inches of established grade. Topsoil capable of growing healthy grasses shall be added then replace

sod to bring the gravesite to established grade. The disturbed area shall then be raked free of stones and any debris larger than one (1) inch measured in any direction.

2. All damaged graves shall be secured with safety barriers, by grave boards or cones, until repairs can be affected, to prevent injury to visitors and personnel.
3. Whenever possible, sod should be reutilized.
4. Area should be tamped level after filling the hole.
5. All damaged graves will be secured with safety barriers until repairs can be affected, by grave boards or cones to prevent injury to visitors and personnel.
6. Small holes caused by pests will be repaired immediately due to the danger they pose to personnel visiting or working on the grounds. Repaired holes will be filled and hand tamped. The area will then be sodded as required.

**ATTACHMENT J**

**TRASH AND DEBRIS REMOVAL, INCLUDING LEAVES, AND POWER WASHING WALKS AND WALL, GRAVE DECORATIONS**

**A. SCOPE:**

**1. NCA Standards and Measures:**

- a) Standard 5.2: Trash is collected, disposed of, and does not detract from cemetery appearance.
    - (1) Measure 5.2a: The percent of national cemeteries that have central trash collection points established in locations that are screened from public view.
    - (2) Requirement 5.2b: Public-use trash containers are adequate in number and well-marked, clean, neat, and in good repair.
  - b) Standard 2.3: All turf is free of debris, i.e., leaves, fallen branches and trash.
    - (1) Requirement 2.3a: Turf areas are cleared of leaves and other natural debris as needed, or at least weekly.
    - (2) Measure 2.3b: Turf in visually prominent areas is free of debris.
  - c) Standard 6.2: All areas where cemetery operations have been conducted are neat, clean and free of debris and equipment at the end of the workday.
    - (1) Requirement 6.2a: Debris, equipment, tools and supplies are removed at the conclusion of each task or at the end of the workday.
    - (2) Requirement 6.2b: Roads, walkways, shelters, Ossuary & Memorial Wall and burial sections are free of grounds maintenance debris by the end of the workday.
  - d) Standard 1.3: Roads, curbs, sidewalks, paths, parking lots, entry features, and perimeter walls/fences are clean and well-maintained.
    - (1) Measure 1.3a: Roads, curbs, sidewalks, paths, parking lots, entry features, and perimeter walls/fences are assessed as acceptable for their function based on a current Facilities Maintenance Checklist.
2. Work consists of collecting and removing all trash, debris, dead or unsightly flowers, tree limbs, as well as any other debris within area defined by the COR, in accordance with the floral regulations of the cemetery. Fallen leaves shall be cleaned up from high profile areas by removing from hardscapes and landscape beds, and on turf areas may be shredded in place with mulching mowers or removed.

**B. GENERAL REQUIREMENTS:**

- 1. All trash, debris, contents of trash cans, dead or unsightly flowers and all fallen tree limbs and branches not attached to the tree shall be removed from the Cemetery areas a minimum of once each workday or as necessary. Any limbs or branches attached to the tree hanging down shall be reported to the COR as soon as possible for action.
- 2. All grave decorations shall be removed weekly, or as needed, date to be determined by the COR. Unsightly decorations are to be removed on a daily basis from the cemetery grounds. Unauthorized items left at graves

will be tagged with section and grave number and held for 30 days. Contractor personnel will maintain and retrieve items until disposed of.

3. The contractor shall provide the necessary labor and suitable conveyance each workday for pickup of this debris from the Cemetery's grounds. A dumpster placement area shall be located in designated area of the cemetery and screened from public view.
4. Removal of debris and disposal away from the Cemetery's grounds shall be the responsibility of the contractor for all items found in and around the Cemetery, including the irrigated turf areas adjacent to the fence line at both entrances on Percival road.
5. All walkways, roads, and parking areas shall be swept prior to interment services or as instructed by the COR. All roads and streets (to include the service roads behind committal shelters) will be cleaned daily or as instructed by the COR prior to the start of daily burial operations or at the conclusion of burial operations. The roads and streets will be cleaned of all debris (i.e. mud, dirt, twigs, leaves, grass clipping, animal excrement's, etc.).
6. When a severe storm warning is given, all loose items shall be secured, the cemetery made ready for high winds to prevent damage to the Government's property, and all floral items shall be removed from all graves.
7. Storm Clean-Up (wind, rain, hail, snow, ice, etc.): Cemetery shall be checked and cleaned up the next working day following a storm unless the extent of the storm prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.
8. In the developed part of the cemetery, leaves fallen from trees shall be either shredded in place with a mulching lawn mower (on turf areas) or collected and removed weekly during the period of leaf fall in autumn. If shredded, the pieces shall be small enough (less than approximately one square inch) to filter into the turfgrass. Accumulations of leaves that may weaken or cause dead spots in turf, or are visually distracting shall be removed.
9. Cemetery area includes all of the cemetery property to include surrounding areas of inside and outside the wall to the road.
10. The contractor shall have their foreman report to the COR the condition of the Cemetery as soon as he/she arrives on site. Any and all known damage shall be noted by the contractor. If any damage is going to require special assistance, then this will be determined and addressed by the COR.
11. The Contractor shall pressure wash sidewalks, curbs and entrance gate and fence of cemetery in the spring and the fall.

**ATTACHMENT K**

**CLEANING AND SET-UP OF COMMITTAL SHELTERS AND OSSUARY**

**A. SCOPE:**

1. Work consists of collecting and removing all trash and debris within area defined by the COR. Work also includes set up of chairs and equipment in the Committal Shelters or Ossuary prior to the beginning of services so that Committal Services are conducted in clean and orderly shelters that provide for the safety, privacy, and special needs of the family.

**B. GENERAL REQUIREMENTS:**

1. Daily cleaning of every shelter or Ossuary to be used that day. Contractor will be provided the schedule by 4:30 p.m. We can receive changes to the schedule up to 4 p.m. the prior day except for Monday's schedule which will be available by 8 a.m. that day.
2. Committal shelters or Ossuary shall be clean of all debris, ice and icicles removed and podium and casket cart or cremation cart shall be set up 30 minutes prior to the first scheduled service for that shelter or Ossuary.
3. Seat cushions shall be placed on benches prior to services and removed after last service.
4. Casket cart or cremation cart shall be switched based on service needs throughout the day as needed.
5. Flowers petals and debris shall be cleaned up between services.
6. Service items shall be stowed at end of services.

**ATTACHMENT L  
JANITORIAL SERVICES**

**A. GENERAL**

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

**B. SCOPE:**

1. Work consists of cleaning, sanitizing and maintaining all public restrooms, break rooms, honor team room, administrative area of the administrative/maintenance buildings, Ossuary and interment shelters at the Omaha National Cemetery.

**C. GENERAL REQUIREMENTS:**

1. All trash cans shall be emptied, cleaned and sanitized daily.
2. All dirt, debris, urine, feces and water shall be removed from all floor surfaces daily and as needed in case of issue.
3. All sinks and counter tops shall be cleaned, sanitized and wiped to remove all excess standing water daily.
4. All glass surfaces shall be cleaned with an appropriate glass cleaner so that the surface is free of grease, dirt and smudge marks daily.
5. All toilets and urinals are to be cleaned and sanitized daily and as needed in case of issue.
6. Any feminine hygiene disposal units shall be emptied, cleaned and sanitized in a method approved for cleaning and disposing of blood borne pathogens daily.
7. Floors shall be mopped a minimum of three time per week with a disinfecting cleaning solution and waxed, if appropriate, once monthly.
8. An adequate supply of toilet paper, paper towels and soap shall be maintained on a daily basis so that there is always a roll on the dispensers and one back-up roll available for all restrooms.
9. The use of a power blower inside any building shall not be authorized.
10. The Administration, Maintenance buildings and honor guard room will be swept and dusted daily and minimum of three time per week with a disinfecting cleaning solution or when instructed by the COR to ensure all areas are free of dirt, dust and debris.
  - a) The carpeted area will be vacuumed daily or as needed or when instructed by the COR.
  - b) The carpeted areas will also be shampooed semi-annually, and windows washed monthly (interior and exterior), with cleaning dates coordinated with the cemetery.
  - c) Cob webs, interior and exterior, shall be removed as needed. Window covers and base boards will be wiped/cleaned as per COR, as needed, and/or scheduled (daily or weekly), and a thorough wet wipe/wash on a quarterly basis.
  - d) Marks on painted wall surfaces will be dry erased as needed. All supplies and equipment will be kept in an organized manner in a designated area within the building.
  - e) The use of a power blower inside any building is unauthorized.

11. Complete a public restroom daily checklist and send the daily checklist to the COR no later than the following Monday.
12. All cleaning supplies shall be provided by the contractor. Storage of the cleaning supplies will be in the contractor's area. Disposal of cleaning supplies are the cost and responsibility of the contractor.

ATTACHMENT M

TRANSPORTATION OF CASKETED REMAINS

A. SCOPE:

1. Work consists of transporting the casket (does not include cremains) and floral arrangements from the committal shelter to the burial section.

B. GENERAL REQUIREMENTS:

1. The Contractor shall provide a minimum of two (2) employees and a new or like new unmarked, windowless van, equipped with casket rollers, to remove the casket from the bier and transport it to the burial section.
2. A casket cart provided by the government will be used to transport the casket from the bier to the vehicle.
3. The contractor is responsible for transporting the floral arrangements from the committal shelter to the burial area.
  - a) Contractor will be required to verify and sign for chain of custody of the remains, and transfer the chain of custody documents to the interment crew.
  - b) All transported floral arrangements will be tagged to identify which grave/decedent they belong with.
4. **The driver of the vehicle must hold a valid state driver's license.**
5. These employees will be provided a cemetery radio and a daily schedule to prevent any delays, and the designated employees shall report to the committal shelter as discreetly as possible and no more than 10 minutes after the committal service arrives at the shelter.
6. The employees must be in clean, presentable uniforms.

**ATTACHMENT N  
SNOW AND ICE REMOVAL**

**A. GENERAL**

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

**B. SCOPE**

Work shall consist of removal of snow and ice from the Cemetery's driveway, all walkways on the Cemetery's grounds, all steps to buildings and structures, city sidewalks surrounding the Cemetery's site, and areas outside the Cemetery's walls as designated by the COR. In the event of an interment during the snow season, the contractor shall clear passages from the roadway to the gravesite.

**C. GENERAL REQUIREMENTS**

1. The contractor shall remove snow accumulation from roadways by using a plow attached to a tractor or a self-propelled unit, snow blower or shovel. The tractor or self-propelled unit shall be restricted to paved areas.
2. The contractor shall remove ice by applying a de-icer. This de-icer shall be of the type that will not stain or damage carpeting, flooring, turf, shrubbery, trees, walkways and driveways.
3. The contractor shall take precautions to prevent damage to buildings, roadways, sidewalks, curbing, trees, headstones and markers by equipment used to remove snow and ice. The contractor shall be responsible for repairing any damage caused by equipment in the performance of snow and ice removal.
4. Snow shall not be piled on graves or roadway but be spread to allow it to melt as soon as possible.
5. Snow removal shall be performed by the contractor for accumulation of snow of 2 inches or more on the roadways once directed by the COR.
6. Snow Removal Sidewalks/Walkways/Specialty Areas once directed by the COR.
7. Ice removal shall be performed by the contractor for all accumulation of ice once directed by the COR.
8. Snow and Ice removal are situational events that will require approval from the COR or Cemetery Director before work is initiated.

**ATTACHMENT O**  
**PLACEMENT OF FLAGS AND AVENUE OF FLAGS**

**A. GENERAL**

The placement, procurement and storage of small gravesite flags is a wholly volunteer program. Cemetery staff and contracted grounds maintenance personnel provide support services to the volunteers. The Avenue of Flags is set up on designated days throughout the year on patriotic holidays.

**B. GENERAL REQUIREMENTS**

**1. Gravesite Flags**

- a) In keeping with their primary task of maintaining the grounds, the contractor shall make extra effort to ensure that the grounds, beds and gravesites are in the best condition possible as the Memorial Day weekend approaches. Due to the high number of visitors to the gravesites particular attention should be paid to trip hazards, pest hole and grade issues.
- b) Prior to the arrival of the flag volunteers, the contractor shall assist staff and volunteers to make holes in each grave site to receive the flags.
- c) During the flag placement, assists staff and volunteers.
- d) On the Tuesday after Memorial Day, weather permitting, assists staff and volunteers to take flags off graves and give them to the VSO in charge of the flag program.

**2. Avenue of Flags**

- a) The Avenue of Flags consists of aluminum telescopic flagpoles that are set into a concrete base along the main entrance road. Donated flags are flown on patriotic holidays and during special events.
- b) The Avenue of Flags shall be set up as full or partial.
  - (1) Days for Full Avenue of Flags
    - (a) Memorial Day
    - (b) Veterans Day
  - (2) Days for Partial Avenue of Flags
    - (a) Flag Day
    - (b) 4<sup>th</sup> of July
    - (c) KIA Service
    - (d) Other appropriate days as determined by COR

**ATTACHMENT P**

**QUALITY ASSURANCE SURVEILLANCE PLAN**

The Government will maintain the QASP as a living document to assure compliance with the contract. The Contractor and the Government will discuss revisions to the methods or procedures used for surveillance and Quality Assurance (QA), as needed. The Government reserves the right to approve any revisions to the QASP

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

**FOR**

**OMAHA NATIONAL CEMETERY**

1. Fundamental Government Responsibilities: The Contracting Officer's Representative (COR) is responsible for representing the Contracting Officer in all facets of service quality. The COR will carry out inspections, reviews and approvals, handle deficiencies, and ultimately accept on behalf of the Contracting Officer. The functions of the COR are identified below. Government personnel, other than the Contracting Officer and the COR, from time to time, may observe the Contractor's operations. However, these personnel may not interfere with Contractor performance.

2. General Quality Assurance Functions: To facilitate the surveillance of the Contractor's Quality Control Plan (QCP) by the Government, the COR will verify Contractor compliance with designated performance requirements through a series of random; announced/unannounced; and impromptu/scheduled inspections. The COR will review the critical requirements to assess their applicability and recommend the addition or deletion of requirements as conditions warrant. In addition, for noncompliance and/or untimely corrective action to deficiencies of specific tasks, the Contractor shall be subject to re- performance (at the company's expense) and/or a reduction of the Contractor's payment. With this intent, the surveillance approach may not be one that stays the same throughout the duration of the contract. The COR will periodically update the surveillance approach when the need arises. The COR will inspect the Contractor's Quality Control Plan regularly for compliance with the requirements herein.

3. Specific Quality Assurance Functions: The COR will establish an Inspection Schedule using the Quality Assurance Report (QAR). The COR will perform the following Qualitative and Evaluative functions, which comprise the Government Quality Assurance Surveillance Plan (QASP).

- a. Carry out periodic inspections using the Quality Assurance Report to evaluate Contractor performance to ensure compliance and receipt of services. The COR will evaluate the Contractor's performance through intermittent on-site inspections of the Contractor's Quality Control Plan and receipt of complaints from cemetery personnel or cemetery visitors. The COR may inspect each task as completed; increase the number of quality control inspections if deemed appropriate because of related failures discovered during quality control inspections or because of repeated cemetery personnel or cemetery visitor complaints; or, decrease the number of quality control inspections if performance dictates.
- b. Report findings resulting from these inspections to the Contractor and the Contracting Officer. If discrepancies are discovered as a result of the periodic inspections, or any other means, the COR will use a Contract Discrepancy Report (CDR) to communicate them to the Contractor and follow up to ensure discrepancies or nonconformance's are corrected. When a discrepancy exists, the Contractor shall complete the applicable CDR blocks. The Contracting Officer will evaluate the Contractor's explanation and determine the next course of action.
- c. Perform monthly reviews of the Contractor's reports and records to ensure they adequately reflect the proper schedules.
- d. Review changes as well as initial and annual equipment inventories.
- e. The COR will meet at least twice a week with the Contractor's on-site working supervisor during the first month of the contract. Thereafter, meetings will be scheduled monthly by the COR or as often as necessary. The COR will prepare written minutes from these meetings that shall be signed by the Contractor's on-site working supervisor and the COR. Should the Contractor not concur with the minutes, the Contractor shall state any areas of non-concurrence in writing to the COR within ten (10) calendar days of receipt of the signed minutes. Meeting minutes will be maintained in the COR contract file.
- f. Take appropriate actions based on Health/Safety/Environmental/any other inspection results.

4. NCA QUALITY ASSURANCE REPORT (QAR): The contract/SOW service requirements are summarized into the NCA Quality Assurance Report to be utilized by the COR to inspect, monitor, and document the Contractor's performance:

5. This comprises the Government's QASP, which has been developed to evaluate Contractor actions while implementing this SOW; and, is designed to provide an effective surveillance method of monitoring Contractor performance for each listed Performance Objective on the Performance Work Requirements Summary. The QASP

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provides a systematic method to evaluate the services the Contractor is required to furnish. This QASP is based on the premise the Government desires to maintain a quality standard for this service contract. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is Quality Assurance to ensure contract standards are achieved.

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NCA Quality Assurance Report (QAR)						
Cemetery:	Omaha National Cemetery	Contractor:				
Project Title:	Grounds Maintenance	Contract No:				
CLIN	DESCRIPTION OF SERVICES PROVIDED	SECTIONS OR AREAS INSPECTED	DATE OF INSP.	STATUS	UNSAT*	
				SAT		
001, 002, 003	HEADSTONES					
	1. Received, inspected, documented, staged					
	2. Headstones and markers are properly installed.					
	3. Graves in national cemeteries are set in a timely manner after receipt.					
	4. Proper height, alignment, and plumb of each headstone or marker is maintained.					
	5. Headstones and markers are clean, free of debris and objectionable accumulations.					
004	SUNKEN GRAVE OR CREMAINS					
	1. Grounds are maintained in a manner that avoids safety hazards for visitors and staff.					

	2. The grade of every gravesite blends in with adjacent grade levels.				
005	CEMETERY CLEANUP				
	1. All walkways (inside and out), flagpole bases, interment areas, sidewalks, committal shelters, Ossuary headstones, flat markers, monuments, roadways, or other non-turf grass areas have been cleaned of all grass clippings on the same day as the mowing, trimming, or edging event that produced them.				
	2. Clearly visible clumps of grass clippings and/or windrows of clippings have been removed and disposed of.				
	3. All debris and trash at time of before and after each mowing and trimming event within the cemetery including the material found within the trash receptacles located throughout the Cemetery grounds has been collected and disposed of .				
006	MOW ALL IMPROVED TURF AREAS				

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1. Turfgrass in burial and public areas has been mowed to the specified height.					
2. All mowed grass areas have a uniform height.					
3. Mowed areas are free of scalping, rutting, bruising, and uneven and rough cutting.					
4. Newly seeded/sodded areas have been hand-mowed. (Until it is fully established to the point where it will not be damaged by riding mowers.)					
5. Different mowing patterns have been utilized by changing direction, changing patterns, and varying mower wheel width patterns with after each mowing to reduce turf wear, prevent wheel rutting, and provide a neater appearance.					
6. All mowing around trees has been accomplished in a manner that prevents a “ringing pattern” around the tree and damage to turf.					
7. All mowing equipment has been cleaned before unloading or mowing at the cemetery, cutting height is correct, and all cutting blades are sharp.					
<b>STRING TRIM TURFGRASS IN IMPROVED TURF AREAS</b>					
1. The finished height of the trimmed grass exactly matches the height of the mowed grass.					

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2. All non-mowed turf areas have been properly trimmed. This includes the base of trees, planting beds, monuments, curbs/curbing, section markers, buildings, walls, fences, signs, other vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment.				
3. Trimmed areas are free of scalping, rutting, bruising, and uneven and rough cutting. No streaks or irregularities, uneven cutting, plowing, or gouging of the soil is present.				
4. Contactor has not damaged any cemetery elements or structures by contact with the trimming device's cutting instrument.				
<b>STRING TRIM HEADSTONES AND EDGE FLAT MARKERS</b>				
1. All upright headstones have been properly trimmed and flat markers edged with the finished height of the trimmed grass exactly matching the height of the mowed grass.				
2. Trimmed upright headstones and flat markers are free of scalping, rutting, bruising, and uneven and rough cutting. No streaks or irregularities, uneven cutting, plowing, or gouging of the soil are present.				

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	3. Edging for flat markers does not exceed ½” in width and is 1” to 2” in depth. Cut is neat, clean and vertical.			
	4. Contactor has not damaged any upright headstones and flat markers Areas have been mowed first, followed by the trimming operation.			
007	EDGING			
	1. Completed edging has a clear zone ½” to 1” wide by 2” to 3” deep with all vegetation removed from joints and cracks.			
	2. All streets, curbs, walkways, tree wells, permanent building/structure lines, and planting beds have been edged.			
	3. Contactor has not damaged any cemetery elements, structures, asphalt, or concrete by contact with the edging device’s cutting instrument.			
	4. All mowing equipment has been cleaned before unloading or mowing at the Cemetery, cutting height is correct, and all cutting blades are sharp.			

008 009 010 011	HERBICIDE AND INSECTICIDE APPLICATION		<input type="checkbox"/> Pre-Emergent Herbicide	<input type="checkbox"/> Post- Emergent Herbicide		
	1. Herbicide application has been applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications, as needed between scheduled sprays, have been performed to control and maintain a generally weed free Cemetery.					
	2. The application date and time has been coordinated with the COR, in writing, within three business days of receiving the order.					
	3. The herbicide application has been applied directly by or under the supervision of a current commercially licensed pesticide applicator. All label directions on the bag or container of herbicide or chemicals have been followed.					

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4. A written list of all herbicides, mixes, and related surfactants or other chemicals, along with the quantities and application rate prior to any and all applications being performed has been provided to the COR. Copies the labels for any and all herbicides and other chemicals or surfactants, prior to any application being performed has been provided to the COR.				
5. A written record of the application has been delivered to the COR immediately following the application, whether completed or not, before leaving the Cemetery on the day of any application				
6. All contractor personnel are properly clothed and wearing the proper safety equipment during any and all applications.				
<b>FERTILIZER APPLICATION</b>				
1. The application date and time has been coordinated with the COR, in writing, within three business days of receiving the order. Fertilizer has been watered in.				
2. The fertilizer application has been applied according to manufacturer's instructions. All label directions on the bag or container of have been followed.				

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	3. A written list of all fertilizers, along with the quantities and application rate prior to any and all applications being performed has been provided to the COR. Copies the labels for any and all fertilizers and other chemicals, prior to any application being performed has been provided to the COR.					
	4. A written record of the application has been delivered to the COR immediately following the application, whether completed or not, before leaving the Cemetery on the day of any application.					
	5. All contractor personnel are properly clothed and wearing the proper safety equipment during any and all applications.					

<b>013</b> <b>014</b> <b>015</b> <b>016</b> <b>017</b>	<b>SHRUB</b> <b>MAINTENANCE,</b> <b>TREE PRUNING,</b> <b>MULCHED BED</b> <b>MAINTENCE</b>					

019	SNOW AND ICE REMOVAL					
	Snow removed as requested from roadways					
	Snow removed from sidewalks, walkways and entryways					
	Ice is removed from sidewalks, walkways and entryways					
020 021	Supply and install SOD all 1st and sub-sequential burials (Casket & Cremation)					
	1. Composition: 40-60% Ky. Bluegrass and 60-40% Turf-Type Perennial Ryegrass Density: Sod shall be composed of 100% of the turf grass species specified					
	2. Sod to be cut to minimize the number of seams					
	3. Turf grass Quality: Sod shall be healthy, high quality and free of any contaminant plants					

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4. Sod delivered to the cemetery within three (3) business days after placement of an order.				
5. Sod will be completely installed by the contractor not later than close of business (COB) two (2) work-days after delivery.				

<b>022</b>	<b>INTERMENT SHELTER or OSSUARY - SET UP, CLEANING</b>			
1. Daily cleaning of the shelter or Ossuary to be used				
2. Clean of debris, icicles, flowers or petals from previous				
3. Items set up for service: podium, casket cart, seats, cushions				
4. Service items all stowed at end of service				

<b>023</b>	<b>TRANSPORTATION OF CASKETED AND CREMATED REMAINS AND FLORAL ARRANGEMENTS</b>				
1. Two employees, proper vehicle with equipment for transportation					
2. Valid driver's license					
3. Employees clean and in					

024	presentable uniforms					
024	<b>JANITORIAL SERVICES - Administration Building, Honor Guard Building, Maintenance Offices</b>					
	1. All trash cans shall be emptied, cleaned and sanitized daily.					
	2. Restrooms cleaned daily of all foreign substances					
	3. Paper products re-supplied daily of paper products					
	4. Areas swept and dusted daily and minimum of three time per week with a disinfecting cleaning solution or when instructed by the COR to ensure all areas are free of dirt, dust and debris.					
	5. 11. Complete a public restroom daily checklist and send the daily checklist to the COR no later than the following Monday.					
<b>REPORTING AND DOCUMENTATION</b>						
	1. The Contractor Supervisor reports on a DAILY basis to the COR and logs in.					
	2. The Contractor Supervisor has met with COR DAILY to coordinate and establish the daily work schedule.					

3. The Contractor Supervisor has provided the WEEKLY and DAILY work schedules to the COR.				
4. The Contractor Supervisor has provided an accurate WEEKLY written report identifying all work that took place within the previous seven calendar days.				
5. The Contractor has submitted all required documentation or information in accordance with the contract.				

SAFETY AND JOBSITE APPEARANCE				
1. No accidents or incidents due to contractor's failure to take safety precautions.				
2. Worksite does not detract from the dignity and solemnity of the cemetery. Work areas and adjacent grounds are free of that debris, tools, equipment, & other materials at the conclusion of the task or at the end of the work day.				
3. Contractor personnel are dressed appropriately				

## NCA Quality Assurance Report (QAR)

<b>Cemetery:</b>	<b>Omaha National Cemetery</b>	<b>Contractor:</b>	
<b>Project Title:</b>	<b>Grounds Maintenance</b>	<b>Contract No:</b>	

\*CONTRACT DISCREPANCIES:

List below the Contract Discrepancy Report number and a Brief Description of the contract requirement(s) which ***"Did Not Meet"*** and attach a copy of the each CDR

A)		
B)		
C)		
D)		
E)		
F)		

DATE	COR SIGNATURE	CONTRACTOR SIGNATURE	DATE
<i>*(Note: When deficiencies are cited, the Contractor is required to sign &amp; acknowledge receipt of the report.)</i>			

ATTACHMENT Q

WEEKLY INSPECTION REPORTS

(Example Only, ONC COR uses an OAI integrated,  
Multi-contractor daily inspection form)

CONTRACT CEMETERY: INSPECTION DATE: \_\_\_\_\_ WEEKLY INSPECTION

OVERALL APPEARANCE	SAT____MARGINAL____UNSAT____
SOD/GRASS APPEARANCE	SAT____MARGINAL____UNSAT____
SUNKEN GRAVE OR CREMAINS’S	SAT____MARGINAL____UNSAT____
HOLES/WASH OUTS	SAT____MARGINAL____UNSAT____
HEADSTONES CLEANING	SAT____MARGINAL____UNSAT____
SUNKEN HEADSTONES	SAT__ _MARGINAL____UNSAT____
HEADSTONES ALIGNMENT (Bump & run)	SAT__ _MARGINAL____UNSAT____
GRASS MOWING/ CLIPPINGS REMOVAL	SAT____MARGINAL____UNSAT____
TRIMMING AROUND HEADSTONES/ WALL/ TREES	SAT____MARGINAL____UNSAT____
LEAF REMOVAL	SAT____MARGINAL____UNSAT____
SHRUB/PLANT MAINTENANCE	SAT____MARGINAL____UNSAT____
TREE MAINTENANCE	SAT____MARGINAL____UNSAT____
TRASH AND OTHER DEBRIS REMOVAL	SAT____MARGINAL____UNSAT____
SNOW/ICE REMOVAL	SAT____MARGINAL____UNSAT____
WEED CONTROL % of weeds_____	SAT__ _MARGINAL____UNSAT____
PEST CONTROL (MOLES, FIREANTS, ETC.)	SAT__ _MARGINAL____UNSAT____
EDGING ROADS AND WALKWAYS	SAT____MARGINAL____UNSAT____
PROPERTY OUTSIDE WALL	SAT____MARGINAL____UNSAT____
MAINTENANCE & ADMINSTRATION BUILDING RESTROOMS	SAT__ _MARGINAL____UNSAT____
COMMITTAL SHELTER/OSSUARY	SAT____MARGINAL____UNSAT____

DAMAGE TO CEMETERY PROPERTY	SAT____MARGINAL____UNSAT____
DAMAGE TO CEMETERY GROUNDS	SAT____MARGINAL____UNSAT____
FLORAL REGULATIONS BEING FOLLOWED	SAT____MARGINAL____UNSAT____
CONDUCT/APPEARANCE OF EMPLOYEES	SAT____MARGINAL____UNSAT____
CONTRACTOR INSPECTION/REPORTS	SAT____MARGINAL____UNSAT____
SAFETY: WORK, CLOTHING AND EQUIPMENT	SAT____MARGINAL____UNSAT____
TRAINING	SAT____MARGINAL____UNSAT____
MISCELLANEOUS/REMARKS:	

COR’s Signature

**ATTACHMENT R**

**SERVICE DELIVERY SUMMARY (SDS)**

The contract service requirements are summarized in performance objectives that relate directly to requirements. The performance threshold briefly describes the minimally acceptable levels of service required for each requirement. The SDS and the Contractor's Quality Control Plan provide information on contract requirements, the expected level of Contractor performance and the expected method of government validation and confirmation of services provided. These thresholds are critical to mission success. During the initial 30 days of the contract, two additional errors on each performance objective shall be allowed in an effort to identify normal "phase-in" problems.



7) Pre and Post Emergent Herbicide Applications	Para 3.8, 3.9 & 3.10	The Cemetery is generally weed free and weed population does not distract from the overall appearance of the Cemetery. Proper herbicide is applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications, as needed, have been applied.	The Cemetery is generally weed free and weed population does not distract from the overall appearance of the Cemetery. Proper herbicide is applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications have been applied.	100% inspection	Repeat, follow-up, and/or spot spray herbicide applications, as needed within 2 work days of notification. Document performance in CPARS.	20% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
8) Fertilizer Applications	Para 3.7	Proper fertilizer is applied at the appropriate rate and in a manner that achieves uniform coverage throughout the area of application.	Proper fertilizer is applied at the appropriate rate and in a manner that achieves uniform coverage throughout the area of application.	100% Inspection	Re-performance within 2 work days of notification. Docum	20% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
9) Trash Cleanup and Disposal	General Conditions Para 9	95% of turfgrass area, roads, walkways, and other cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.	100% of turfgrass area, roads, walkways, and other cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.	Periodic surveillance and verified customer complaints	Document performance in CPARS.	5% deduction from invoice of the associated CLIN for failing to meet MAL	Full payment of invoice
10) Report Submittals	Para 4.10.7; Table 4.5	Turns in all required submittals 95% of the time.	Turns in all required submittals 100% of the time.	Quality assurance reviews	Document performance in CPARS.	5% deduction from invoice of the associated CLIN for failing to meet MAL	Full payment of invoice
11) Safety Maintained during operations	General Conditions Para 3	No accidents or incidents due to contractor's failure to take safety precautions.	No accidents or incidents due to contractor's failure to take safety precautions.	Random quality inspections	Document performance in CPARS.	5% deduction from invoice of the associated CLIN for failing to meet MAL	Full payment of invoice

**ATTACHMENT S**  
**Work Summary & Progress Reports**

<b>WORK SUMMARY &amp; PROGRESS REPORT</b>	Period Covered:	From:	To:
Cemetery Location: Omaha National Cemetery	Contractor Information:		
Project Title: Upright Headstone			
Contract No:			
<p><i><b>Inspection / Acceptance:</b> The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:</i></p> <p style="margin-left: 20px;"><i>1. Within a reasonable time after the defect was discovered or should have been discovered; and</i></p> <p style="margin-left: 20px;"><i>2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</i></p>			
<b>WORK COMPLETED &amp; SUBMITTED FOR ACCEPTANCE</b> (This form is not to be used as an Invoice)			
1	Section keystones have been properly chosen with the approval of the COR in order to achieve a smooth, flowing transition between the rows and columns. Keystones have been set in accordance with the requirements using a licensed surveyor.	No. of Keystones & Section #'s:	
		Date Completed:	
2	Upright headstone sockets are dug with a 3" minimum clearance on all four sides and the bottom of the headstone to meet the height and alignment requirements. Sockets are clean and free of loose dirt and debris. The crushed stone base material has been added to the correct level and fully compacted.	Quantity & Section #'s:	
		Date Completed:	
3	Upright headstones in burial sections are uniform in height (25") above ground, horizontally and vertically plumb, with inscriptions visible, and installed to ensure a pleasing top line while compensating for irregular terrain (sloping and uneven ground). Alignment is within the maximum allowable tolerance of 1/8". COR has randomly sampled the headstones to verify height and alignment.	Quantity & Section #'s:	
		Date Completed:	
4	Completed installed or raised and realigned headstones in all soil and terrain conditions are firmly set in place so that the headstones are rigid with no give or play. COR has randomly checked to assure headstones are firmly set in place.	Section Numbers:	
		Date Completed:	
5	Headstones otherwise present a neat overall appearance in a line vertically, laterally & transversely and provide a uniformly flowing transition throughout the Section and with adjoining Sections.	Section Numbers:	
		Date Completed:	
6	Headstones have been cleaned in accordance with the contract requirements.	Quantity & Section #'s:	
		Date Completed:	
<p><b>Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.</b></p> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>			
<b>Signature of Contractor:</b>	<b>Date Signed</b>	<b>Signature of Cemetery Director / COR</b>	<b>Date Signed</b>
<p><i><b>Note:</b> Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.</i></p>			

Duplicate Form as Necessary

<b>WORK SUMMARY &amp; PROGRESS REPORT</b>		Period Covered:	From:	To:
Cemetery Location: Marion National Cemetery		Contractor Information:		
Project Title: Turf Renovation				
Contract No:				
<p><b>Inspection / Acceptance:</b> The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:</p> <p>1. Within a reasonable time after the defect was discovered or should have been discovered; and</p> <p>2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</p>				
<b>WORK COMPLETED &amp; SUBMITTED FOR ACCEPTANCE</b> (This form is not to be used as an Invoice)				
1	Contractor shall inventory, remove, and store all irrigation heads and cap head risers within the limits of work with a copy of the inventoried equipment and materials provided to the COR. Exposed components, risers, valve boxes, quick couplers, etc. have been protected.	Quantity & Section #'s:		
		Date Completed:		
2	The entire vegetated area has been treated with an application of a non-selective herbicide by a licensed pesticide applicator. A minimum of 10 to 14 days has elapsed for the herbicide to fully translocate throughout all plant parts. The COR confirms that all vegetation in the treated area is completely dead.	Quantity & Section #'s:		
		Date Completed:		
3	The entire treated area has been power raked or verticut and all residual plant debris including thatch has been removed.	Quantity & Section #'s:		
		Date Completed:		
4	Turfgrass fertilizer has been applied and rototilled to a minimum depth of 6 inches to uniformly mix fertilizer with the topsoil and to loosen top surface for re-grading and leveling.	Quantity & Section #'s:		
		Date Completed:		
5	Topsoil has been graded, leveled, and compacted to achieve a finished appearance that is smooth, uniformly level, free of all surface ripples, depressions, high spots, low areas, and ridges. The finish grade is a maximum of 1 inch below the adjoining grade of any surfaced area and is nominally 26 inches below the top of all upright headstones unless otherwise approved by the COR.	Quantity & Section #'s:		
		Date Completed:		
6	All irrigation components and sprinkler heads have been re-installed to finish grade and adjusted to provide full coverage with the best distribution uniformity.	Quantity & Section #'s:		
		Date Completed:		
7	All turfgrass sod has been installed using certified sod as specified. Sod pieces are not stretched or overlapped and that all joints are butted tightly to prevent voids that would cause air drying of the roots and to prevent weed growth.	Quantity & Section #'s:		
		Date Completed:		
8	All turfgrass is completely established and ready for final acceptance. All turfgrass is uniform in color, leaf texture, and shoot density. Turfgrass is reasonably free of weeds, diseases and other visible imperfections. The turfgrass has been mowed at least three times. Areas void of turfgrass > one square foot and larger have been replanted and re-established.	Quantity & Section #'s:		
		Date Completed:		
<b>Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.</b>   				
Signature of Contractor:		Date Signed	Signature of Cemetery Director / COR	
<i>Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.</i>				

Duplicate Form as Necessary

## ATTACHMENT T

Daily Headstone/Marker Verification				
CEMETERY:		STATION NUMBER:		DATE:
CEMETERY DIRECTOR:		CEMETERY COR:		
Instructions: Prior to the completion of the workday, the Cemetery Director / COR / Foreman / Designee <b>MUST</b> perform a re-verification survey for <b>ALL</b> completed work of headstones/markers included in the scope of work. The Cemetery Director / COR / Foreman / Designee will use the original Burial Register Report and Gravesite Layout Map used for the Initial Verification Survey.				
LIST <b>ALL</b> SECTIONS, HEADSTONES AND/OR MARKERS THAT WERE INSTALLED ON THIS DATE PER THE CONTRACT STATED ABOVE				
Section	Headstone/Marker	#	List discrepancy / issue	Discrepancy Resolved
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
				Yes / No / NA
Has Cemetery Director / COR / Foreman / Designee informed MSN Director and Contracting Officer of all unresolved discrepancies: YES / NO / NA				
By signing below, I certify the Headstone/Marker re-verification survey was completed.				

**ATTACHMENT U****CONTRACT DISCREPANCY REPORT**

<b>CONTRACT DISCREPANCY REPORT</b>				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.) _____ _____ _____ _____				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.) _____ _____ _____				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.) _____ _____ _____				
12. Government Actions: (Reduced payment, cure notice, show cause, other) _____ _____ _____				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

**ATTACHMENT V**

**QUALITY ASSESSMENT MONITORING FORM-CUSTOMER COMPLAINT INVESTIGATION**

Service/Minimum Acceptable Standard (MAS):

\_\_\_\_\_

Survey Period: \_\_\_\_\_

Date/Time Complaint Received: \_\_\_\_\_ AM / PM

Source of Complaint: \_\_\_\_\_ (Name)

\_\_\_\_\_ (i.e., Organization/Type of Customer – Visiting  
Family Member, NCA Staff, another contractor Contractor's company's name)

\_\_\_\_\_ (Phone Number)

\_\_\_\_\_ (Email address)

Nature of Complaint:

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

Results of Complaint Investigation (including date & time investigation took place):

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

Based on the investigation, is complaint valid to warrant corrective action by contractor: Y/N

Date/Time Contractor was informed of complaint: \_\_\_\_\_ AM/PM

Corrective Action Taken By Contractor:

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

Date and Time Corrective Action Taken By Contractor: \_\_\_\_\_ AM/PM

Received and Validated By (Contractor):

Date and Time COR Inspected Action Taken by Contractor: \_\_\_\_\_ AM/PM

COR, was Action Taken by Contractor Result in the contractor meeting the MAS? Y / N

COR's initials: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION E - SOLICITATION PROVISIONS

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

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

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

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

(End of Provision)

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

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

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

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

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

(End of Provision)

### **E.3 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)**

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

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

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

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) ASSIST (<https://assist.dla.mil/online/start/>);
- (ii) Quick Search (<http://quicksearch.dla.mil/>);
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

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

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

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

(End of Provision)

## ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

1. **All quotes must be submitted through the Department of Veterans Affairs Electronic Management System (eCMS) Vendor Portal website to be considered.**
2. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register.
3. In the event an Offeror is unable to submit a quote through the Vendor Portal, prior to the quote closing date and time, contact the VAAS helpdesk at 1-877-634-3739, or via email at [VA.Acquisition.Systems@va.gov](mailto:VA.Acquisition.Systems@va.gov). **Submission of quotes by email will not be accepted. Quote transmission/uploads must be completed by the date/time specified. Late or incomplete Quotes will not be considered.**
4. If Offerors are still unable to submit a quote through VA eCMS Vendor Portal, the Contracting Officer may elect to accept submission of a CD version of the quote package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a quote. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Specialist, John M. Carlock, at [john.carlock@va.gov](mailto:john.carlock@va.gov) as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a quote prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a quote via the Portal. This document will be submitted together with the CD version of the quote. **In the event an Offeror has not requested quote submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a quote via Vendor Portal, the Offeror will be considered non-responsive and the CD version of the quote will not be accepted.**
5. If a CD version of the quote will be accepted by the Contracting Officer, the electronic version of the quote may be submitted as an MS Word document in .doc or .docx format or Portable Document Format (PDF). If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical quote, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The files shall be categorized in a manner where it is easy to ascertain. Offerors who meet stated requirements may mail or hand carry the CD version of their quote to the address specified in Block 9 of SF 1449. **Offerors are responsible to ensure quotes are received no later than the date and time specified in the solicitation. Late or incomplete Quotes will not be considered.** See FAR 15.208 – Submission, Modification, Revision, and Withdrawal of Quotes. All offers are subject to all terms and conditions of this solicitation.

The quote package shall contain the following:

- a. Completed and signed SF 1449 with all required blocks completed.
- b. Technical Qualifications in a written narrative as specified in the evaluation factors for the Government's evaluation.

- c. Three (3) past performance references within the last 3 years that are similar in size and scope to this solicitation. Use the Past Performance Questionnaire form. Prepare one for each reference. Additional references will not be acknowledged. Only the (3) most current past performances will be reviewed;
- d. Completed Schedule of Prices in .doc or .docx format or PDF.
- e. Required representations and certifications
- f. Acknowledgement of any amendments

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

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

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

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

(End of Addendum to 52.212-1)

#### **E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The following factors shall be used to evaluate offers: Past Quality and Performance.

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

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

(End of Provision)

#### **ADDENDUM TO FAR 52.212-2**

SDVOSBs must be verified for ownership and control and listed in the Vendor Information Pages at <https://www.vip.vetbiz.gov> prior to the due date for quotes. (See Clause 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.) **Offers received from concerns that are not Service-disabled Veteran-owned Small Business (SDVOSB) concerns shall not be considered and will not be evaluated.**

**Evaluation Process:** The Government will award a Firm Fix Price contract resulting from this solicitation to the responsible offeror whose offer is the lowest price technical acceptable of quote meeting or exceeding the acceptability standards for non-cost factors. The award will be made without discussion.

***Price:*** Price will be evaluated for reasonableness and realism:

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

***Technical Qualifications:***

- 1) Company's Capability Statement
- 2) Qualification of Technical Personnel (training, experience, certifications)
- 3) Sufficient Personnel/Equipment (list of all equipment to be utilized as well as staffing)
- 4) List of Subcontractors (if being used)
- 5) Demonstrates understanding of the Contract Work Summary Requirements (Adequate Performance Plan)

*NOTE: Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW. The proposal should not simply restate the Government's requirements, but it should describe, in detail, how the Offeror intends to meet the requirements.*

***Past Performance:***

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

- a) Provide at least three (3) references to include same or similar work.
- b) Experience of company in performing this type of work

- 1) Past Performance will be evaluated for Quality of Service, Schedule, Business relations with Customers, Management of Key Personnel, Safety, Problem Resolution, Invoice Accuracy, and Overall Performance of the company in this area. Utilizing the Past Performance Questionnaire, offeror's shall provide three (3) references within the last five (5) years that are similar in size and scope and that are deemed relevant to the requirement of this solicitation. The Government will use information submitted by the offeror and other additional sources such Federal Agencies as well as commercial sources in order to access past performances. In addition, the Government will also validate past performance information by utilizing the Federal Government's Contractor Performance Assessment Reporting System (CPARS). The questionnaire in conjunction with the Government's Past Performance Information Retrieval System (PPIRS) will be utilized in validating an offeror's past performance acceptability rating. Offerors are to demonstrate successful performance under contracts (ongoing or completed) which are similar in scope, magnitude, price, and complexity to the subject requirement. In cases where an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorable or unfavorable (neutral). This includes non-like referrals and referrals where contact information provided cannot be reached telephonically or by email. In cases where an offeror has relevant past performance, but chooses not to use it, the offeror may be evaluated unfavorably.
- 2) If the Contracting Officer determines that a Small Business' past performance is not acceptable, the matter shall be referred to the Small Business Administration for a Certificate of Competency determination.
- 3) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror, within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, unless a written notice of withdrawal is received before award.

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

## **E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)**

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

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

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

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

*Civil judgment means—*

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

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

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

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

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

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

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

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

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

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

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

Readjustment Assistance Act of 1974; and

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

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

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

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

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

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

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

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

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern*—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____

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

[List as necessary]

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

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

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

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

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

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
---------------

_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

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

*[List as necessary]*

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

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

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

Other End Products:

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

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product      Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

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

☐ Name and TIN of common parent:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

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

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

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

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

unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_.

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

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

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

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

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

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

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

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

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

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

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

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

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

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

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

## **E.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

**E.7 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

**E.8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via

<https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

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

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

(End of Provision)

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

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

Max Andrade

Hand-Carried Address:

Department of Veterans Affairs

NCA Contracting Service

75 Barrett Heights Rd. Suite 309

Stafford VA 22556

Mailing Address:

Department of Veterans Affairs

NCA Contracting Service

75 Barrett Heights Rd. Suite 309

Stafford VA 22556

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

(End of Provision)

## **E.11 52.237-1 SITE VISIT (APR 1984)**

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

(End of Provision)

## **E.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

## **E.13 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

## **E.14 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)