

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 1 of 190							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C78618R0010		6. SOLICITATION ISSUE DATE 10/31/2017					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Iris Chen, iris.chen1@va.gov				b. TELEPHONE NO. (No Collect Calls) (215) 381-3787 x 4635		8. OFFER DUE DATE/LOCAL TIME 11/21/2017@2PM					
9. ISSUED BY Department of Veterans Affairs National Cemetery Administration NCA Contracting Service (43C1) 75 Barrett Heights Rd Stafford VA 22556				CODE		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 561730 SIZE STANDARD: \$7.5 Million <input type="checkbox"/> 8(A)							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A							
15. DELIVER TO Wilmington National Cemetery 2011 Market St. Wilmington, North Carolina 28543				CODE		16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration NCA Contracting Service (43C1) 75 Barrett Heights Rd Stafford VA 22556							
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Electronic Invoicing http://www.tungsten-network.com/customer-campaigns/veterans-affairs/ FAX:							
TELEPHONE NO.		DUNS:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Grounds Maintenance Service at Wilmington National Cemetery Base + 4 Option Years, if exercised. See Schedule of Prices - Page 9 DUNS # _____ TAX ID # _____ Email: _____ Phone: _____ Submit Proposal via VA eCMS Vendor Portal website at https://www.vendorportal.ecms.va.gov Set-Aside 100% to Service Disabled Veteran Owned Small Business (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> 28. CONTRACTOR SHALL BE REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR								31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Iris Chen				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 00786
Department of Veterans Affairs
National Cemetery Administration
NCA Contracting Service
Memorial Service Network I
5000 Wissahickon Ave
Philadelphia, PA 19144

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

☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

☒ [Monthly]

4. GOVERNMENT INVOICE ADDRESS:

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

5. SOLICITATIONS: Proposals for furnishing the supplies or services in the Schedule will be received at <https://www.vendorportal.ecms.va.gov>.
CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

The pre-award questions period ends at 10:00AM EDT on 11/15/2017. The due date for proposals remains 11/21/2017 at 2pm EDT. Please submit questions to Iris Chen Iris.Chen1@va.gov Responses to all questions received by this date will be posted on FedBizOpps within two (2) business days following 11/15/2017. No questions will be answered by phone calls and no questions will be accepted after that date.

Offerors must complete and return all information designated in far provision 52.212-1, instructions to offerors – commercial items, paragraph b and follow additional instruction to offeror under e.12 prior to the time specified in block 8 of sf 1449 in order to be considered for award and the information shall be forwarded to the address in block 9.

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

AMENDMENT NO	DATE
_____	_____
_____	_____

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

1. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award. <https://www.vendorportal.ecms.va.gov>

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. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. **Submission of proposals through email will not be accepted.** Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.

3. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Iris Chen at iris.chen1@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 proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event

an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

4. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

NOTE: if for some reason you want to edit your submission in vendors portal, you must resubmit all documents again. Adding a document might delete the previous submittal.

5. The proposal package should contain the following:

- SF-1449 with completed blocks 17a and 30(a, b & c) and fill in the DUNS , Tax I.D. and Email
- Acknowledgement of any Amendments.
- Price Proposal for all items in the Schedule of Prices.
- Past Performance Questionnaire. **Fill out and return as instructed.**
- Technical proposal (see FAR Clause 52.212-2 “Evaluation – Commercial Items”, addendum to 52.212-2 and additional instruction to offerors.
- Completed FAR Provision 52.212-3 “Certifications and Representations” and indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.
- Other docs, such as, licenses, insurance, additional resumes.

Please upload all as one file except the tech proposal, which should be separate, and email past performance form completed as instructed under the evaluation provision.

Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found late and will not receive further consideration.

NOTE: The Government reserves the right to request performance and payment bond as a condition for contract award.

7. MISSING PAGES: It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition,

in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation / Contract / Order for Commercial Items.

8. ACQUISITION: Total (100%) Service Disabled Veteran Owned Small Business Set-Aside: This is a solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.3. The contract will be awarded by Government to furnish those services as stated in the SOW.

In accordance with FAR 12.101, the services requested in this solicitation are commercial item services that are used by commercial sector/private industry cemeteries throughout the United States.

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

9. TYPE OF CONTRACT: This is a firm-fixed priced (FAR 52.216-1), 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.

10. CONTRACT AWARD: The contract will become effective as soon as practical with no additional cost to the Government for any elapsed time from the original effective date. It is also, understood and agreed that the effective date of this contract will be contingent upon the availability of appropriated funds and in the event appropriations are not available.

11. CONTRACT TERMS: The term of this contract shall be from Date of Award through 09/30/2018 with four (4) 1-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). 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 a VA Contracting Officer's Representatives (COR).

11.a. METHOD OF ISSUING DELIVERY ORDERS:

A. All orders to be furnished under this contract shall be ordered on SF30 Contract Modification and issued using electronic commerce methods by the Centralized Contracting Division. Orders shall be transmitted electronically via email to the Contractors internet E-mail address.

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

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

12. AUTHORITIES OF GOVERNMENT PERSONNEL: Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The Government will provide, at the time of contract award, a list of Government personnel authorized to act as the Contracting Officer's Representatives (COR).

13. CONTRACTOR'S FOREMAN/SUPERVISOR: Contractor must provide an English Speaking Foreman/Supervisor at all times while performing the duties of the contract. This is to ensure proper communication between the Contractor and COR.

14. SITE VISIT: Offerors are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after contract award. All prospective offeror's are expected to visit Wilmington National Cemetery located at 2011 Market St., Wilmington, North Carolina 28543.

Prospective offerors shall contact Wilmington National Cemetery, to schedule their visit prior to submitting offers.

Oneal Cunningham – Salisbury National Cemetery.....	(704) 636-2661
Tim Jones, Foreman, Salisbury National Cemetery.....	(704) 636-2661
Sandra Larochele, Program Support Assistant - COR / Wilmington National Cemetery.....	(910) 815-4877
Facsimile #.....	(704) 636-1115

15. POST AWARD CONFERENCE: Prior to commencement of work, contractor shall make an appointment for a conference with the COR to assure that all parties understand all contractual obligations and the role that each party serves.

16. AGENTS/BRANCHES: If the offeror maintains agents/branches, the Department of Veterans Affairs is to be provided with a list containing any information necessary indicating how and with whom orders are to be placed.

17. FEDERAL HOLIDAYS:

January	New Year's Day, Martin Luther King's Birthday
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans Day, Thanksgiving Day
December	Christmas Day

Including any other day specifically declared by the President of the United States to be a national holiday.

18. LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:

This contract includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside.

The Contractor shall be 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 shall be 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 Price/Cost Schedule

PRICE SCHEDULE: The Contractor shall furnish all labor, supervision, equipment, materials and supplies necessary to provide complete grounds maintenance services at the Wilmington National Cemetery, located at 2011 Market St., Wilmington, North Carolina 28543. Services provided under this contract include the following:

- ▶ Turf fertilization, pre / post -emergent crabgrass and broadleaf weed control
- ▶ Mowing services (including trimming, edging)
- ▶ Trash & debris removal
- ▶ Headstone setting, headstone raise & realign, headstone bump & run & headstone cleaning
- ▶ Sodding of newly dug & refilled graves
- ▶ Repairing sunken graves
- ▶ Unloading of blank headstones
- ▶ Fall Leaf Removal
- ▶ Maintenance of all cemetery planting beds
- ▶ Deadwood pruning & removal of trees
- ▶ Snow & ice removal
- ▶ Placement & removal of flags at gravesites for Memorial Day.
- ▶ Placement & removal of Avenue of Flags for Memorial Day & Labor Day

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

SITE VISIT: Offerors or quoters are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after contract award. If you plan to conduct a site visit / inspection of the Wilmington National Cemetery, YOU MUST CONTACT one of the following personnel to make arrangements:

Oneal Cunningham – Salisbury National Cemetery..... (704) 636-2661

Tim Jones, Foreman, Salisbury National Cemetery.....(704) 636-2661

Sandra Larochelle, Program Support Assistant - COR / Wilmington National Cemetery...(910) 815-4877

Facsimile #.....(704) 636-1115

All services described in the Work Statement, including technical specifications, schedules, addenda, clauses, terms and conditions of the contract shall form the complete scope of work. The period of performance is from October 1, 2017 (or date of award) through September 30, 2018, with four (4) one year renewal options, if exercised.

WILMINGTON NATIONAL CEMETERY					
<u>Base Period:</u> October 1, 2017 or from Date of Award thru September 30, 2018					
CLIN	Description	Est	Unit	Unit Cost	Total Cost
	GROUND MAINTENANCE SERVICES	Qty.			
001	Turf Mowing & Removal of Debris /Grass Clippings / Sweeping and/or blowing-off roads and walkways.	40	Job	\$ _____	\$ _____
002	Trimming of all headstones, trees, curbs and fence lines.	40	Job	\$ _____	\$ _____
003	Floral, Trash & Debris / Leaf Removal (Daily policing of cemetery grounds to include collection & removal of leaves (including during fall months), weeds in planting beds, small branches & twigs, debris / trash and emptying trash receptacles).	12	Mo.	\$ _____	\$ _____
004	Deadwood Pruning / Removal of Cemetery Trees	5	Job	\$ _____	\$ _____

005	Mulching, edging, of cemetery planting beds and pruning cemetery shrubs	1	Job	\$ _____	\$ _____
006	Application of pre-emergent weed control / herbicide in cemetery planting beds	2	Job	\$ _____	\$ _____
007	Sodding / watering of newly dug graves	10	Job	\$ _____	\$ _____
008	Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	5	Job	\$ _____	\$ _____
	<u>INTERMENT SERVICES</u>				
009	Grave Excavation & Backfilling: Casketed remains (second interments).	30	Ea.	\$ _____	\$ _____
010	Grave Excavation & Backfilling: Cremated remains (second interments).	30	Ea.	\$ _____	\$ _____
	<u>HEADSTONE CLEANING & MAINTENANCE</u>				
011	Clean Upright Headstones & Flat Markers (5,172 current) headstones cleaned before Memorial Day & Veterans Day)	10,400	Ea.	\$ _____	\$ _____
012	Set & Align New-Initial and New-Replacement Upright Headstones	30	Ea.	\$ _____	\$ _____
013	Set & Align New-Initial and New-Replacement Flat Markers	30	Ea.	\$ _____	\$ _____
014	Remove, Break-up & Dispose of Unusable / Damaged / Replacement Upright Headstones and Flat Markers	30	Ea.	\$ _____	\$ _____
015	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	5,172	Ea.	\$ _____	\$ _____
016	Refill Sunken Graves	200	Ea.	\$ _____	\$ _____

	<u>TURF MAINTENANCE (FERTILIZATION / HERBICIDE APPLICATIONS / AERATION)</u>				
017	<p>(Early January) – Contractor shall collect soil samples from cemetery (collected from three different locations within the cemetery) and submit to North Carolina State extension agency for soil analysis. A copy of the soil report will be provided to the COR and NAD Agronomist once received by the Contractor. Fertilizer application rates for the turf during the growing season will be based on the soil test results.</p>	1	Job	\$ _____	\$ _____
018	<p>Turf Application #1 (February 28th – March 3rd) – This is a suggested time frame only and Contractor shall monitor current weather conditions and soil temperatures to ensure that soil temperatures are at the appropriate level for germination of crabgrass seed before application of herbicide.</p> <p>This application will be a pre-emergent control for annual weed grasses focusing mainly on crab grass and will be applied in granular form per manufacturers recommended label rate. The product to be used will be specified for safe use</p>	1	Job	\$ _____	\$ _____
019	<p>Aeration (Late April – Early May) Core aeration. Contractor shall perform core aeration to cemetery turf using specialized equipment to remove soil cores (from 3 to 6 inches long) as it passes across the turf grass surface. Soil cores may be left on the turf after aeration is</p>	1	Job	\$ _____	\$ _____

020	Turf Application #2 (May 15th – May 20th) This is a recommended time frame only – all turf grass must be completely out of dormancy and actively growing before application of herbicide is completed. This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension	1	Job	\$ _____	\$ _____
021	Turf Application #3 (June 15th -20th) – Grub Control Application / If Determined By The COR To Be Required. This application will be a granular treatment for the control of beetle grub larva applied at the manufacturers recommended label rate for warm season / centipede turf grass and will be applied to the	1	Job	\$ _____	\$ _____

022	Turf Application #4 (June 28th – July 15th) as needed (Contractor shall monitor current temperatures and weather conditions to ensure that application of broadleaf herbicide will not injure the turf grass due to excessive heat) – This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension agency.	1	Job	\$ _____	\$ _____
023	Turf Application #5 – (September 20th – October 5th) - This application will be a granular turf fertilization using a muriate of potash with a 0-0-60 ratio applied at 1.5 lbs. per 1000 sq. ft. and will be approved for use on centipede turf grass.	1	Job	\$ _____	\$ _____
	<u>JANITORIAL SERVICES</u>				
024	Daily and as needed cleaning of public restrooms, Cemetery Lodge and Maintenance Building / shop area. (Monday – Friday)	12	MO	\$ _____	\$ _____
	<u>PLACEMENT & REMOVAL OF FLAGS AT GRAVESITES / AVENUE OF FLAGS</u>				
025	Placement & Removal of Flags at All Gravesites for Memorial Day	1	Job	\$ _____	\$ _____

026	Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	2	Job	\$ _____	\$ _____
	<u>ON CALL EMERGENCY STORM DAMAGE / STUMP REMOVAL</u>				
027	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.6)	25	HR.	\$ _____	\$ _____
WILMINGTON NATIONAL CEMETERY BASE YEAR ESTIMATED COST		\$ _____			

WILMINGTON NATIONAL CEMETERY					
Option Year I: October 1, 2018 of from Date of Award thru September 30, 2019					
<u>CLIN</u>	<u>Description</u>	<u>Est</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	<u>GROUPS MAINTENANCE SERVICES</u>	<u>Qty.</u>			
101	Turf Mowing & Removal of Debris /Grass Clippings / Sweeping and/or blowing-off roads and walkways.	40	Job	\$ _____	\$ _____
102	Trimming of all headstones, trees, curbs and fence lines.	40	Job	\$ _____	\$ _____

103	Floral, Trash & Debris / Leaf Removal (Daily policing of cemetery grounds to include collection & removal of leaves (including during fall months), weeds in planting beds, small branches & twigs, debris / trash and emptying trash receptacles).	12	Mo.	\$_____	\$_____
104	Deadwood Pruning / Removal of Cemetery Trees	5	Job	\$_____	\$_____
105	Mulching, edging, of cemetery planting beds and pruning cemetery shrubs	1	Job	\$_____	\$_____
106	Application of pre-emergent weed control / herbicide in cemetery planting beds	2	Job	\$_____	\$_____
107	Sodding / watering of newly dug graves	10	Job	\$_____	\$_____
108	Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	5	Job	\$_____	\$_____
	<u>INTERMENT SERVICES</u>				
109	Grave Excavation & Backfilling: Casketed remains (second interments).	30	Ea.	\$_____	\$_____
110	Grave Excavation & Backfilling: Cremated remains (second interments).	30	Ea.	\$_____	\$_____
	<u>HEADSTONE CLEANING & MAINTENANCE</u>				
111	Clean Upright Headstones & Flat Markers (5,172 current) headstones cleaned before Memorial Day & Veterans Day)	10,400	Ea.	\$_____	\$_____
112	Set & Align New-Initial and New-Replacement Upright Headstones	30	Ea.	\$_____	\$_____

113	Set & Align New-Initial and New-Replacement Flat Markers	30	Ea.	\$ _____	\$ _____
114	Remove, Break-up & Dispose of Unusable / Damaged / Replacement Upright Headstones and Flat Markers	30	Ea.	\$ _____	\$ _____
115	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	5,172	Ea.	\$ _____	\$ _____
116	Refill Sunken Graves	200	Ea.	\$ _____	\$ _____
	<u>TURF MAINTENANCE (FERTILIZATION / HERBICIDE APPLICATIONS / AERATION)</u>				
117	(Early January) – Contractor shall collect soil samples from cemetery (collected from three different locations within the cemetery) and submit to North Carolina State extension agency for soil analysis. A copy of the soil report will be provided to the COR and NAD Agronomist once received by the Contractor. Fertilizer application rates for the turf during the growing season will be based on the soil test results.	1	Job	\$ _____	\$ _____
118	Turf Application #1 (February 28th – March 3rd) – This is a suggested time frame only and Contractor shall monitor current weather conditions and soil temperatures to ensure that soil temperatures are at the appropriate level for germination of crabgrass seed before application of herbicide. This application will be a pre-emergent control for annual weed grasses focusing mainly on crab grass and will be applied in granular form per manufacturers recommended label rate. The product to be used will be specified for safe use	1	Job	\$ _____	\$ _____

119	Aeration (Late April – Early May) Core aeration. Contractor shall perform core aeration to cemetery turf using specialized equipment to remove soil cores (from 3 to 6 inches long) as it passes across the turf grass surface. Soil cores may be left on the turf after aeration is	1	Job	\$ _____	\$ _____
120	Turf Application #2 (May 15th – May 20th) This is a recommended time frame only – all turf grass must be completely out of dormancy and actively growing before application of herbicide is completed. This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension	1	Job	\$ _____	\$ _____
121	Turf Application #3 (June 15th -20th) – Grub Control Application / If Determined By The COR To Be Required. This application will be a granular treatment for the control of beetle grub larva applied at the manufacturers recommended label rate for warm season / centipede turf grass and will be applied to the	1	Job	\$ _____	\$ _____

122	Turf Application #4 (June 28th – July 15th) as needed (Contractor shall monitor current temperatures and weather conditions to ensure that application of broadleaf herbicide will not injure the turf grass due to excessive heat) – This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension agency.	1	Job	\$_____	\$_____
123	Turf Application #5 – (September 20th – October 5th) - This application will be a granular turf fertilization using a muriate of potash with a 0-0-60 ratio applied at 1.5 lbs. per 1000 sq. ft. and will be approved for use on centipede turf grass.	1	Job	\$_____	\$_____
	<u>JANITORIAL SERVICES</u>				
124	Daily and as needed cleaning of public restrooms, Cemetery Lodge and Maintenance Building / shop area. (Monday – Friday)	12	MO	\$_____	\$_____
	<u>PLACEMENT & REMOVAL OF FLAGS AT GRAVESITES / AVENUE OF FLAGS</u>				
125	Placement & Removal of Flags at All Gravesites for Memorial Day Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	1	Job	\$_____	\$_____

126	Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	2	Job	\$_____	\$_____
	<u>ON CALL EMERGENCY STORM DAMAGE / STUMP REMOVAL</u>				
127	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.6)	25	HR.	\$_____	\$_____
WILMINGTON NATIONAL CEMETERY OPTION YEAR I ESTIMATED COST		\$			

WILMINGTON NATIONAL CEMETERY					
Option Year II: October 1, 2019 of from Date of Award thru September 30, 2020					
<u>CLIN</u>	<u>Description</u>	<u>Est</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	<u>GROUPS MAINTENANCE SERVICES</u>	<u>Qty.</u>			
201	Turf Mowing & Removal of Debris /Grass Clippings / Sweeping and/or blowing-off roads and walkways.	40	Job	\$_____	\$_____
202	Trimming of all headstones, trees, curbs and fence lines.	40	Job	\$_____	\$_____

203	Floral, Trash & Debris / Leaf Removal (Daily policing of cemetery grounds to include collection & removal of leaves (including during fall months), weeds in planting beds, small branches & twigs, debris / trash and emptying trash receptacles).	12	Mo.	\$_____	\$_____
204	Deadwood Pruning / Removal of Cemetery Trees	5	Job	\$_____	\$_____
205	Mulching, edging, of cemetery planting beds and pruning cemetery shrubs	1	Job	\$_____	\$_____
206	Application of pre-emergent weed control / herbicide in cemetery planting beds	2	Job	\$_____	\$_____
207	Sodding / watering of newly dug graves	10	Job	\$_____	\$_____
208	Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	5	Job	\$_____	\$_____
	<u>INTERMENT SERVICES</u>				
209	Grave Excavation & Backfilling: Casketed remains (second interments).	30	Ea.	\$_____	\$_____
210	Grave Excavation & Backfilling: Cremated remains (second interments).	30	Ea.	\$_____	\$_____
	<u>HEADSTONE CLEANING & MAINTENANCE</u>				
211	Clean Upright Headstones & Flat Markers (5,172 current) headstones cleaned before Memorial Day & Veterans Day)	10,400	Ea.	\$_____	\$_____
212	Set & Align New-Initial and New-Replacement Upright Headstones	30	Ea.	\$_____	\$_____

213	Set & Align New-Initial and New-Replacement Flat Markers	30	Ea.	\$ _____	\$ _____
214	Remove, Break-up & Dispose of Unusable / Damaged / Replacement Upright Headstones and Flat Markers	30	Ea.	\$ _____	\$ _____
215	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	5,172	Ea.	\$ _____	\$ _____
216	Refill Sunken Graves	200	Ea.	\$ _____	\$ _____
	<u>TURF MAINTENANCE (FERTILIZATION / HERBICIDE APPLICATIONS / AERATION)</u>				
217	(Early January) – Contractor shall collect soil samples from cemetery (collected from three different locations within the cemetery) and submit to North Carolina State extension agency for soil analysis. A copy of the soil report will be provided to the COR and NAD Agronomist once received by the Contractor. Fertilizer application rates for the turf during the growing season will be based on the soil test results.	1	Job	\$ _____	\$ _____
218	Turf Application #1 (February 28th – March 3rd) – This is a suggested time frame only and Contractor shall monitor current weather conditions and soil temperatures to ensure that soil temperatures are at the appropriate level for germination of crabgrass seed before application of herbicide. This application will be a pre-emergent control for annual weed grasses focusing mainly on crab grass and will be applied in granular form per manufacturers recommended label rate. The product to be used will be specified for safe use	1	Job	\$ _____	\$ _____

219	Aeration (Late April – Early May) Core aeration. Contractor shall perform core aeration to cemetery turf using specialized equipment to remove soil cores (from 3 to 6 inches long) as it passes across the turf grass surface. Soil cores may be left on the turf after aeration is	1	Job	\$ _____	\$ _____
220	Turf Application #2 (May 15th – May 20th) This is a recommended time frame only – all turf grass must be completely out of dormancy and actively growing before application of herbicide is completed. This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension	1	Job	\$ _____	\$ _____
221	Turf Application #3 (June 15th -20th) – Grub Control Application / If Determined By The COR To Be Required. This application will be a granular treatment for the control of beetle grub larva applied at the manufacturers recommended label rate for warm season / centipede turf grass and will be applied to the	1	Job	\$ _____	\$ _____

222	Turf Application #4 (June 28th – July 15th) as needed (Contractor shall monitor current temperatures and weather conditions to ensure that application of broadleaf herbicide will not injure the turf grass due to excessive heat) – This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension agency.	1	Job	\$_____	\$_____
223	Turf Application #5 – (September 20th – October 5th) - This application will be a granular turf fertilization using a muriate of potash with a 0-0-60 ratio applied at 1.5 lbs. per 1000 sq. ft. and will be approved for use on centipede turf grass.	1	Job	\$_____	\$_____
	<u>JANITORIAL SERVICES</u>				
224	Daily and as needed cleaning of public restrooms, Cemetery Lodge and Maintenance Building / shop area. (Monday – Friday)	12	MO	\$_____	\$_____
	<u>PLACEMENT & REMOVAL OF FLAGS AT GRAVESITES / AVENUE OF FLAGS</u>				
225	Placement & Removal of Flags at All Gravesites for Memorial Day Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	1	Job	\$_____	\$_____

226	Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	2	Job	\$_____	\$_____
	<u>ON CALL EMERGENCY STORM DAMAGE / STUMP REMOVAL</u>				
227	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.6)	25	HR.	\$_____	\$_____
WILMINGTON NATIONAL CEMETERY OPTION YEAR II ESTIMATED COST		\$			

WILMINGTON NATIONAL CEMETERY					
Option Year III: October 1, 2020 of from Date of Award thru September 30, 2021					
<u>CLIN</u>	<u>Description</u>	<u>Est</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	<u>GROUND MAINTENANCE SERVICES</u>	<u>Qty.</u>			
301	Turf Mowing & Removal of Debris /Grass Clippings / Sweeping and/or blowing-off roads and walkways.	40	Job	\$_____	\$_____
302	Trimming of all headstones, trees, curbs and fence lines.	40	Job	\$_____	\$_____

303	Floral, Trash & Debris / Leaf Removal (Daily policing of cemetery grounds to include collection & removal of leaves (including during fall months), weeds in planting beds, small branches & twigs, debris / trash and emptying trash receptacles).	12	Mo.	\$_____	\$_____
304	Deadwood Pruning / Removal of Cemetery Trees	5	Job	\$_____	\$_____
305	Mulching, edging, of cemetery planting beds and pruning cemetery shrubs	1	Job	\$_____	\$_____
306	Application of pre-emergent weed control / herbicide in cemetery planting beds	2	Job	\$_____	\$_____
307	Sodding / watering of newly dug graves	10	Job	\$_____	\$_____
308	Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	5	Job	\$_____	\$_____
	<u>INTERMENT SERVICES</u>				
309	Grave Excavation & Backfilling: Casketed remains (second interments).	30	Ea.	\$_____	\$_____
310	Grave Excavation & Backfilling: Cremated remains (second interments).	30	Ea.	\$_____	\$_____
	<u>HEADSTONE CLEANING & MAINTENANCE</u>				
311	Clean Upright Headstones & Flat Markers (5,172 current) headstones cleaned before Memorial Day & Veterans Day)	10,400	Ea.	\$_____	\$_____
312	Set & Align New-Initial and New-Replacement Upright Headstones	30	Ea.	\$_____	\$_____

313	Set & Align New-Initial and New-Replacement Flat Markers	30	Ea.	\$ _____	\$ _____
314	Remove, Break-up & Dispose of Unusable / Damaged / Replacement Upright Headstones and Flat Markers	30	Ea.	\$ _____	\$ _____
315	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	5,172	Ea.	\$ _____	\$ _____
316	Refill Sunken Graves	200	Ea.	\$ _____	\$ _____
	<u>TURF MAINTENANCE (FERTILIZATION / HERBICIDE APPLICATIONS / AERATION)</u>				
317	(Early January) – Contractor shall collect soil samples from cemetery (collected from three different locations within the cemetery) and submit to North Carolina State extension agency for soil analysis. A copy of the soil report will be provided to the COR and NAD Agronomist once received by the Contractor. Fertilizer application rates for the turf during the growing season will be based on the soil test results.	1	Job	\$ _____	\$ _____
318	Turf Application #1 (February 28th – March 3rd) – This is a suggested time frame only and Contractor shall monitor current weather conditions and soil temperatures to ensure that soil temperatures are at the appropriate level for germination of crabgrass seed before application of herbicide. This application will be a pre-emergent control for annual weed grasses focusing mainly on crab grass and will be applied in granular form per manufacturers recommended label rate. The product to be used will be specified for safe use	1	Job	\$ _____	\$ _____

319	Aeration (Late April – Early May) Core aeration. Contractor shall perform core aeration to cemetery turf using specialized equipment to remove soil cores (from 3 to 6 inches long) as it passes across the turf grass surface. Soil cores may be left on the turf after aeration is	1	Job	\$ _____	\$ _____
320	Turf Application #2 (May 15th – May 20th) This is a recommended time frame only – all turf grass must be completely out of dormancy and actively growing before application of herbicide is completed. This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension	1	Job	\$ _____	\$ _____
321	Turf Application #3 (June 15th -20th) – Grub Control Application / If Determined By The COR To Be Required. This application will be a granular treatment for the control of beetle grub larva applied at the manufacturers recommended label rate for warm season / centipede turf grass and will be applied to the	1	Job	\$ _____	\$ _____

322	Turf Application #4 (June 28th – July 15th) as needed (Contractor shall monitor current temperatures and weather conditions to ensure that application of broadleaf herbicide will not injure the turf grass due to excessive heat) – This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension agency.	1	Job	\$_____	\$_____
323	Turf Application #5 – (September 20th – October 5th) - This application will be a granular turf fertilization using a muriate of potash with a 0-0-60 ratio applied at 1.5 lbs. per 1000 sq. ft. and will be approved for use on centipede turf grass.	1	Job	\$_____	\$_____
	<u>JANITORIAL SERVICES</u>				
324	Daily and as needed cleaning of public restrooms, Cemetery Lodge and Maintenance Building / shop area. (Monday – Friday)	12	MO	\$_____	\$_____
	<u>PLACEMENT & REMOVAL OF FLAGS AT GRAVESITES / AVENUE OF FLAGS</u>				
325	Placement & Removal of Flags at All Gravesites for Memorial Day Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	1	Job	\$_____	\$_____

326	Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	2	Job	\$_____	\$_____
	<u>ON CALL EMERGENCY STORM DAMAGE / STUMP REMOVAL</u>				
327	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.6)	25	HR.	\$_____	\$_____
WILMINGTON NATIONAL CEMETERY OPTION YEAR III ESTIMATED COST		\$			

WILMINGTON NATIONAL CEMETERY					
Option Year IV: October 1, 2021 of from Date of Award thru September 30, 2022					
<u>CLIN</u>	<u>Description</u>	<u>Est</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	<u>GROUND MAINTENANCE SERVICES</u>	<u>Qty.</u>			
401	Turf Mowing & Removal of Debris /Grass Clippings / Sweeping and/or blowing-off roads and walkways.	40	Job	\$_____	\$_____
402	Trimming of all headstones, trees, curbs and fence lines.	40	Job	\$_____	\$_____

403	Floral, Trash & Debris / Leaf Removal (Daily policing of cemetery grounds to include collection & removal of leaves (including during fall months), weeds in planting beds, small branches & twigs, debris / trash and emptying trash receptacles).	12	Mo.	\$_____	\$_____
404	Deadwood Pruning / Removal of Cemetery Trees	5	Job	\$_____	\$_____
405	Mulching, edging, of cemetery planting beds and pruning cemetery shrubs	1	Job	\$_____	\$_____
406	Application of pre-emergent weed control / herbicide in cemetery planting beds	2	Job	\$_____	\$_____
407	Sodding / watering of newly dug graves	10	Job	\$_____	\$_____
408	Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	5	Job	\$_____	\$_____
	<u>INTERMENT SERVICES</u>				
409	Grave Excavation & Backfilling: Casketed remains (second interments).	30	Ea.	\$_____	\$_____
410	Grave Excavation & Backfilling: Cremated remains (second interments).	30	Ea.	\$_____	\$_____
	<u>HEADSTONE CLEANING & MAINTENANCE</u>				
411	Clean Upright Headstones & Flat Markers (5,172 current) headstones cleaned before Memorial Day & Veterans Day)	10,400	Ea.	\$_____	\$_____
412	Set & Align New-Initial and New-Replacement Upright Headstones	30	Ea.	\$_____	\$_____

413	Set & Align New-Initial and New-Replacement Flat Markers	30	Ea.	\$ _____	\$ _____
414	Remove, Break-up & Dispose of Unusable / Damaged / Replacement Upright Headstones and Flat Markers	30	Ea.	\$ _____	\$ _____
415	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	5,172	Ea.	\$ _____	\$ _____
416	Refill Sunken Graves	200	Ea.	\$ _____	\$ _____
	<u>TURF MAINTENANCE (FERTILIZATION / HERBICIDE APPLICATIONS / AERATION)</u>				
417	(Early January) – Contractor shall collect soil samples from cemetery (collected from three different locations within the cemetery) and submit to North Carolina State extension agency for soil analysis. A copy of the soil report will be provided to the COR and NAD Agronomist once received by the Contractor. Fertilizer application rates for the turf during the growing season will be based on the soil test results.	1	Job	\$ _____	\$ _____
418	Turf Application #1 (February 28th – March 3rd) – This is a suggested time frame only and Contractor shall monitor current weather conditions and soil temperatures to ensure that soil temperatures are at the appropriate level for germination of crabgrass seed before application of herbicide. This application will be a pre-emergent control for annual weed grasses focusing mainly on crab grass and will be applied in granular form per manufacturers recommended label rate. The product to be used will be specified for safe use	1	Job	\$ _____	\$ _____

419	Aeration (Late April – Early May) Core aeration. Contractor shall perform core aeration to cemetery turf using specialized equipment to remove soil cores (from 3 to 6 inches long) as it passes across the turf grass surface. Soil cores may be left on the turf after aeration is	1	Job	\$ _____	\$ _____
420	Turf Application #2 (May 15th – May 20th) This is a recommended time frame only – all turf grass must be completely out of dormancy and actively growing before application of herbicide is completed. This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension	1	Job	\$ _____	\$ _____
421	Turf Application #3 (June 15th -20th) – Grub Control Application / If Determined By The COR To Be Required. This application will be a granular treatment for the control of beetle grub larva applied at the manufacturers recommended label rate for warm season / centipede turf grass and will be applied to the	1	Job	\$ _____	\$ _____

422	Turf Application #4 (June 28th – July 15th) as needed (Contractor shall monitor current temperatures and weather conditions to ensure that application of broadleaf herbicide will not injure the turf grass due to excessive heat) – This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension agency.	1	Job	\$_____	\$_____
423	Turf Application #5 – (September 20th – October 5th) - This application will be a granular turf fertilization using a muriate of potash with a 0-0-60 ratio applied at 1.5 lbs. per 1000 sq. ft. and will be approved for use on centipede turf grass.	1	Job	\$_____	\$_____
	<u>JANITORIAL SERVICES</u>				
424	Daily and as needed cleaning of public restrooms, Cemetery Lodge and Maintenance Building / shop area. (Monday – Friday)	12	MO	\$_____	\$_____
	<u>PLACEMENT & REMOVAL OF FLAGS AT GRAVESITES / AVENUE OF FLAGS</u>				
425	Placement & Removal of Flags at All Gravesites for Memorial Day Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	1	Job	\$_____	\$_____

426	Placement & Removal of Avenue of Flags (50 flags / twice yearly Memorial & Veterans Day)	2	Job	\$ _____	\$ _____
	<u>ON CALL EMERGENCY STORM DAMAGE / STUMP REMOVAL</u>				
427	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.6)	25	HR.	\$ _____	\$ _____
WILMINGTON NATIONAL CEMETERY OPTION YEAR IV ESTIMATED COST		\$ _____			

SUMMARY GRAND TOTAL

BASE PERIOD + ALL OPTION YEARS:	\$ _____
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(End of Price Schedule)

B.3 DESCRIPTION/SPEC

SPECIFICATIONS/WORK STATEMENT

A.1 BACKGROUND

Wilmington National Cemetery was established as a National Cemetery in 1867. Original burials were remains of Union troops originally buried at Ft. Fisher, Smithville, along the Cape Fear River and at points along the Wilmington and Manchester and Wilmington and Weldon Railroads. The cemetery is listed on the National Register of Historic Places and is a satellite cemetery under the supervision of the Director and staff of the Salisbury National Cemetery which is located at 501 Statesville Boulevard, Salisbury, NC. 28144.

Wilmington National Cemetery is a National Shrine that honors our Veterans with a final resting place and lasting memorials that commemorate their service to our Nation. The cemetery conducts both casketed and cremation burials, receiving many visitors therefore, standards of maintenance & appearance must reflect the Nation's concern for those interred there. Because of the special significance and attention each national cemetery receives from the public, strict adherence to contract specifications, terms and condition is essential.

Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.

A.2 CONTRACT DEFINITIONS / ACRONYMS

- (a) Business Hours & Days of Operation: Normal cemetery business hours / days of operation are 8:00AM to 4:30PM, Monday through Friday, excluding Federal Holidays.
- (b) Contracting Officer (CO): VA official with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer shall delegate one or more representatives to serve as the Contracting Officer's Representative (COR). All administrative functions remain with the VA Contracting Officer.

- (c) Contracting Officer's Representative (COR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.
- (d) Cemetery Director (Administrator / Management Official): The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying veterans and eligible family members, and maintaining cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight.
- (e) Contractor: The term "Contractor" as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.
- (f) National Cemetery Administration (NCA) Operational Standards & Measures: Provides standards for performance in the key cemetery operational areas of Interments, Grounds Maintenance, Headstones, Markers and Equipment & Facilities Maintenance. A copy of NCA Operational Standards shall be provided to the Contractor by the COR.
- (g) NCA Turf & Landscape Handbook 3420: Outlines procedures for the proper establishment and care of turf-grass in VA National Cemeteries. A copy of the handbook shall be provided to the Contractor by the COR.
- (h) Applicable Publications: Every contractor and subcontractor shall comply with the Occupational Safety & Health Administration (OSHA) safety and health standards published in 29 CFR Part 1925 (Safety & Health Regulations for Federal Service Contracts). OSHA Safety & Health Regulations and any other publication referenced in this contract shall be with the same force and effect as if they were given in full text.

A.3 GENERAL REQUIREMENTS

- (a) Contractor shall furnish all supervision, labor (minimum of two employees onsite at all times to properly conduct grounds maintenance operations), materials, tools, supplies and equipment necessary to provide cemetery interments and grounds maintenance services at the Wilmington National Cemetery as specified herein.

- (b) All work shall be performed during normal cemetery hours of operation (8:00am - 4:30pm local time / Monday thru Friday). Work performed outside of normal work hours may be required for interments or ceremonies on Federal Holidays or weekends at the discretion and approval of the VA Contracting Officer's Representative (COR). Contractor may make a written request to the COR to work outside of the normal work hours when needed to carry out the specifications of this contract.

- (c) Place of Performance:

CEMETERY	LOCATION	ACRES
Wilmington National Cemetery	2011 Market Street, Wilmington, North Carolina 28403	6.1

A.4 TECHNICAL SPECIFICATIONS

The following index of services briefly describes the work involved. All services described in the Schedule, including Technical Specifications, Addenda, Terms, Conditions and Clauses of the contract shall form the complete requirement.

SECTION	<u>DESCRIPTION</u>
A.4.1	GRAVE EXCAVATION & BACKFILLING OF CASKETED REMAINS
A.4.2	GRAVE EXCAVATION & BACKFILLING OF CREMATED REMAINS
A.4.3	HEADSTONE & MARKER CLEANING
A.4.4	SETTING & ALIGNMENT OF NEW- INITIAL / NEW-REPLACEMENT HEADSTONES& MARKERS
A.4.5	UNUSABLE / DAMAGED HEADSTONES & MARKERS
A.4.6	RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN EXISTING UPRIGHT HEADSTONES

A.4.7	RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN FLAT MARKERS
A.4.8	BUMP & RUN (REALIGN UPRIGHT HEADSTONES)
A.4.9	REFILL SUNKEN GRAVES
A.4.10	LAWN MAINTENANCE: TURF FERTILIZATION & WEED CONTROL
A.4.11	LAWN MAINTENANCE: AERATION
A.4.12	LAWN MAINTENANCE: MOWING AND REMOVAL OF DEBRIS & GRASS CLIPPINGS
A.4.13	TRIMMING: HEADSTONES, TREES, CURBS & FENCE LINES
A.4.14	TREE, SHRUB & PLANTING BED MAINTENANCE
A.4.15	TRASH, DEBRIS & LEAF REMOVAL
A.4.16	SNOW & ICE REMOVAL
A.4.17	MEMORIAL DAY CEREMONY / VETERANS DAY CEREMONY

A.4.1 GRAVE EXCAVATION & BACKFILLING OF CASKETED REMAINS

- (a) SCOPE: Work consists of excavating and backfilling gravesites. The COR will notify the contractor one day in advance of any gravesite to be excavated. Contractor shall be compensated for the exact number of interments accomplished.
- (b) NCA STANDARDS:
 - (i) Standard 3.1: Each gravesite is excavated to assure uniformity with other gravesites in that burial section.

- (ii) Standard 3.2: Integrity of existing graves, grave markers and other objects around the worksite shall be preserved.
- (iii) Standard 3.3: Open graves are identified and protected by guards and markers appropriate to cemetery operations.
- (iv) Standard 3.1: Outer burial receptacles awaiting installation are placed in an orderly manner.
- (v) Standard 4.1: Committal services are conducted in clean and orderly shelters that provide for the safety, privacy, and special needs of the family.
- (vi) Standard 5.1: All remains shall be handled in a manner that assures accurate placement and validation, and causes no damage to the casket or urn.
- (vii) Standard 6.1: Each day's burials are covered, initially groomed, marked and presentable for visitors before close of business each day.

(c) PROCEDURES:

- (i) All gravesite excavations shall be completed within a minimum of one (1) hour prior to the interment service, and backfilled within one (1) hour after the interment service. When a grave liner is to be used, gravesite excavation shall be completed to allow the vault to be pre-set in the grave one (1) hour and fifteen (15) minutes prior to the service. The gravesite must be available for visitation within one (1) and one-half ($\frac{1}{2}$) hours after the interment service. There will be approximately thirty (30) casketed and thirty (30) cremation interments per year
- (ii) When notified of an interment, the Contractor shall probe the grave to insure that it is deep enough for the second interment. The results of the probe as well as written information on the headstone or marker will be written as shown, front and back and sent to the COR as soon as possible but no later than the close of business on the day notified.
- (iii) It shall be the COR's' responsibility to notify the Contractor of any underground utilities in the vicinity of gravesite excavations.
- (iv) Gravesites measure approximately 5' wide x 10' in length unless otherwise advised by the COR, and shall be excavated to five (5) feet or seven (7) feet, depending on the number on interments. Prior to the start of the interment process, the COR

will advise the Contractor of the required depth, width, and length prior to any excavation operation and/or whether the interment shall be placed side by side.

- (v) When a gravesite is excavated to receive a second interment and is found to be of insufficient depth to permit the second interment, the COR will be notified before any remains are lowered or moved within the gravesite location. The COR will decide whether the existing remains shall be removed so that the grave can be dug at the proper depth to accommodate both interments or if the second remains shall be placed in the right or left half of the gravesite. The COR will inform the Contractor on which procedure to follow. Arrangement and payment for the disinterment of remains from previous burials is the COR's responsibility. Excavating the grave to a greater depth to accommodate an additional interment shall be the responsibility of the Contractor, and is considered as a part of the regular grave excavation price. The COR will be present and shall be responsible for insuring the gravesite is deepened to accommodate the additional interment. The gravesite shall be screened from the public view during the removal and re-interment of any remains.
- (vi) Contractor shall ensure that excess backfill is retained for other grounds operations and removed from the cemetery grounds when storage area is full.
- (vii) When the Contractor using power equipment excavates a grave and it is necessary to remove the headstone, it shall be done by the Contractor and replaced as specified by the COR.
- (viii) When an excavation is five (5) feet deep or deeper, a worker is prohibited from entering the hole until the walls of the grave are shored in a safe and acceptable method as per OSHA Standards.
- (ix) The burial service shall take place at the interment shelter, unless the COR approves a request from the next-of-kin for a gravesite service. After the service, the Contractor shall transfer the remains in a dignified manner to the proper gravesite following all NCA policies. The COR will approve the mode of transportation for the remains. The Contractor shall be required to lower the casketed remains into the gravesite using a mechanical lowering device in a safe and efficient manner with dignity and without damage to the casket. If any damage occurs to either a casket or grave liner, the Contractor shall reimburse the Government for all incurred costs.
- (x) For gravesite services, the Contractor shall neatly set-up greens in an orderly manner. All services shall require seating that shall consist of approximately six (6) to twelve (12) chairs dependant on the forecasted size of the funeral. These items shall be in place at least one (1) hour prior to the burial service.

- (xi) The Contractor shall arrange twelve (12) chairs with covers at the interment shelter with chairs being stored in the bier for each interment service. The area where the burial service is to take place shall be clean, free of cobwebs, and any other dirt or debris.
- (xii) The Contractor shall bring the flag of the United States of America to half staff one half hour before the start of the first committal service and raise it to full staff one half hour after the conclusion of the last committal service each day. The Contractor shall request additional flags from the Government as needed to ensure that the flag being flown is always in a presentable, "like new" condition.
- (xiii) The Contractor shall designate a member of his staff to keep visitors away from the open excavation and provide other duties as assigned by the COR.
- (xiv) Backfill shall be brought to establish grade in one (1) foot lifts. Each lift shall be thoroughly compacted by means of a mechanical tamper. Care shall be taken to fill and compact all voids surrounding the burial case to reduce subsequent ground settlement. Backfill should not be mounded but conform to existing grades. Established turf shall be removed from the gravesite prior to excavation with the use of a sod cutter with the intent for it to be reused on the gravesite once the burial is completed. The Contractor shall be responsible for watering all re-used sod to ensure that it roots properly and that it is maintained in a healthy, vigorous weed free condition. In instances where the sod may not be able to be reused, the gravesite shall be top soiled and seeded in accordance with the procedures outlined in the Lawn Maintenance Applications portion of this contract. Any excess backfill shall be removed at the direction of the COR from the cemetery premises at the Contractors expense.
- (xv) When the grave is a second interment, the existing headstone shall be removed and carefully placed in an area near the gravesite and covered with a grass green fabric, then properly disposed of after the service. A temporary marker shall be centered at the head of the gravesite directly against the headstone.
- (xvi) The cemetery allows a maximum of (3) three floral bouquets, arrangements etc at the grave. The floral bouquets, arrangements, etc. left at the gravesite by the funeral party shall be neatly arranged upon the grave. Fixtures and stands from floral wreaths shall be removed before placing the wreath flat on the grave.

- (xvii) Interment flowers shall be removed three (3) days after the interment and the gravesite fan raked clean of all debris.
- (xviii) No grave will be pre-dug the day before a scheduled interment. Any exceptions must be authorized by the COR.
- (xix) The Interment Worksheet will be filled out for each step of the interment by the Contractor and faxed the cemetery office as soon as all work has been completed to show completion time line.
- (xx) During all scheduled casketed burials, the Contractor shall have a minimum of three (3) employees' onsite to be able to move the casket from the committal shelter to the lowering device at the gravesite.

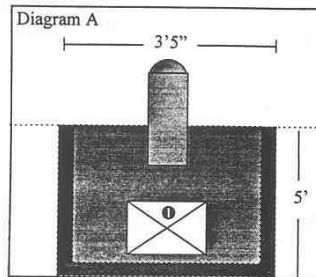
Diagram "D" – The conditions shown in Diagram "D" will occur only rarely and usually when minor dependents predecease their parents or in extremely rare cases when an accident takes the lives of a family member.

Diagram "E" – When remains are in a small casket, they will be placed in the lower corner of the gravesite at a depth of five (5) feet, permitting room for an additional like burial at the head of the first at a depth of seven (7) feet and second at five (5) feet.

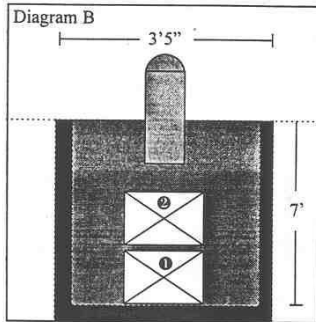
INTERMENT PROCESS/PROCEDURES TO VERIFY ACCURACY

- When the Program Support Assistant/Cemetery Representative is notified of an interment, they will verify the information in BOSS to confirm the site and previous interment.
- Program Support Assistant/Cemetery Representative will forward the interment notice and checklist(s) to the Contractor. This will be completed as soon as possible.
- The Contractor shall probe interment site to ensure it is clear and verify that the previous interments in the adjacent sites are not encroaching on the site to be used.
- Contractor shall verify adjacent grave sites using the burial layout maps and return checklist(s) to Program Support Assistant/Cemetery Representative.
- Program Support Assistant/Cemetery Representative will arrive at the cemetery prior to the interment/service to verify the grave location with the contractor using the burial layout map.
- Program Support Assistant/Cemetery Representative will meet the family and/or Funeral Director prior to the service at which time they will confirm the decedent information and provide packet to the family.

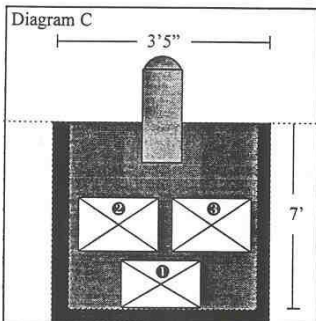
- Upon conclusion of the service, the casket/urn will be tagged by the Program Support Assistant/Cemetery Representative before being transported to the burial site.
- Upon arrival at the grave site, the Program Support Assistant/Cemetery Representative along with the contractor, will verify the grave location once again.
- The Program Support Assistant/Cemetery Representative will tag the liner (for casket interment).
- The Program Support Assistant/Cemetery Representative will observe the Contractor lowering of the casket/urn.
- Once the grave site is closed, the Program Support Assistant/Cemetery Representative will verify that the grave site is properly marked.
- The Program Support Assistant/Cemetery Representative, along with the Contractor, will complete the Interment Checklist.



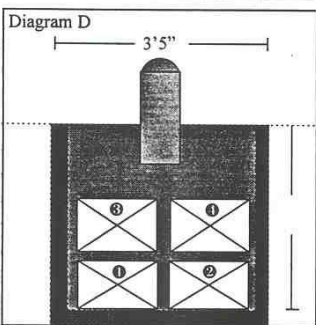
1. DIAGRAM "A" shows a single burial when no future interment is expected. The burial is made in the center of the site at a depth of 5 feet.



2. DIAGRAM "B" shows normal burial of two remains as in the case of a service connected person and spouse. The first interment is made in the center of the site at a depth of 7 feet. When the second interment is made the grave will be reopened to a depth approximately 2" from the top of the first casket, leaving a thin layer of earth between the two as shown.



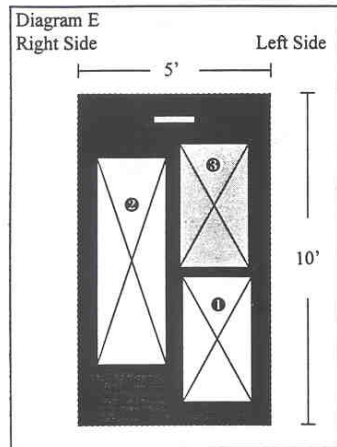
3. DIAGRAM "C". If, at the time of the second interment, it is expected that a third interment will be made, the second remains will be placed at the extreme edge of the site, leaving room for the third at the opposite side as shown in Diagram "C". In the infrequent case when a third interment is found necessary after two burials have been made as shown in "B", the grave will be opened sufficiently to permit moving the No. 2 interment to the side to provide room for No. 3. Conditions will again obtain as in "C".



4. DIAGRAM "D". The conditions shown in "D" will occur only rarely, and usually when 2 minor dependents predecease their parents or in extremely rare cases when an accident takes the lives of the entire group.

5. DIAGRAM "E". When the remains are in a small casket, they will be placed in the lower corner of the gravesite, as a 5 ft. depth, permitting room for additional like burials at the head of the first. The two adults would be buried in the other side, the first at 7 ft. and the second at 5 ft.

6. When it is necessary to make side-by-side burials in a single gravesite, extreme care will



be exercised to accurately locate the sideline of the site. Where a burial vault is used in such cases, it may be necessary to encroach several inches on adjacent site(s). This is permissible provided the site encroached upon has been or will be utilized as shown in "A" or "B".

7. Unusual conditions may require occasional deviations from the method indicated.

A.4.2 GRAVE EXCAVATION & BACKFILLING OF CREMATED REMAINS

- (a) SCOPE: Work consists of excavating and backfilling gravesites for cremated remains. The COR will notify the Contractor one (1) day in advance of any gravesite to be excavated. Contractor shall be compensated for the exact number of interments accomplished.

- (b) NCA STANDARDS:
 - (i) Standard 1.1: Graves and niches are marked with an accurate, complete and properly aligned temporary on the day on interment/inurnment.

 - (ii) Standard 3.1: Each gravesite is excavated to assure uniformity with other gravesites in that burial section.

 - (iii) Standard 3.2: Integrity of existing graves, grave markers and other objects around the worksite shall be preserved.

 - (iv) Standard 3.3: Open graves are identified and protected by guards and markers appropriate to cemetery operations.

 - (v) Standard 3.1: Outer burial receptacles awaiting installation are placed in an orderly manner.

 - (vi) Standard 4.1: Committal services are conducted in clean and orderly shelters that provide for the safety, privacy, and special needs of the family.

 - (vii) Standard 5.1: All remains shall be handled in a manner that assures accurate placement and validation, and causes no damage to the casket or urn.

 - (viii) Standard 6.1: Each day's burials are covered, initially groomed, marked and presentable for visitors before close of business each day.

(c) PROCEDURES:

- (i) All gravesite excavations shall be completed within a minimum of one (1) hour prior to the interment service, and backfilled within one (1) hour after the interment service. The gravesite must be available for visitation within one (1) and one-half (½) hours after the interment service.
- (ii) It shall be the COR's responsibility to notify the Contractor of any underground utilities near gravesite excavations.
- (iii) Overall dimensions of a gravesite measure approximately 3' wide x 3' in length unless otherwise advised by the COR and shall be excavated 8" square and three (3) feet deep at centerline and 12" from foot end of grave for the first interment of cremated remains (cremains). When a second interment of cremated remains (cremains) is being interred, the grave shall be excavated at 8" square and 3' deep at centerline 20" from foot end of grave for the first interment of cremated remains. When multiple burial of cremated remains (cremains) are being interred on the same day in the same grave, both urns shall be entombed in the same excavated site following the above measurements, but depth shall be enough that 18" of soil shall cover the top of the urns.
- (iv) When a gravesite is excavated to receive a second interment and is found to be of insufficient depth to permit the second interment, the COR will be notified before the cremains are lowered or moved within the gravesite location. The COR will decide whether the existing remains shall be removed so that the grave can be dug at the proper depth to accommodate both interments or if the cremains shall be entombed elsewhere within the boundaries of the gravesite. The COR will inform the Contractor on which procedure to follow. Arrangement and payment for the disinterment of remains from previous burials is the National Cemetery's responsibility. Excavating the grave to a greater depth to accommodate an additional interment shall be the responsibility of the Contractor, and is considered as a part of the regular grave excavation price. The COR will be present and shall be responsible for insuring the gravesite is deepened to accommodate the additional interment. The gravesite shall be screened from the public view during the removal and re-interment of any remains.
- (v) Established turf shall be removed from the gravesite prior to excavation and shall be reused on the gravesite. In rare instances when the turf cannot be reused, the gravesite shall be top-soiled and seeded in accordance with the procedures outlined in the Lawn Maintenance Applications portion in this contract. Any excess backfill shall be removed at the direction of the COR to a land fill, or dump at the Contractor's expense.

- (vi) When a gravesite is deemed unsafe for a gravesite service, or by a request from the next-of-kin, the burial service shall take place at the Rostrum. After the service, the Contractor shall transfer the cremains in a dignified manner to the proper gravesite following all NCA policies. The COR will approve the mode of transportation for the cremains. The Contractor shall be required to lower the cremains into the gravesite manually in a safe and efficient manner with dignity and without damage to the urn. If any damage occurs to the urn, the Contractor shall reimburse the Government for all incurred costs.
- (vii) For gravesite services, the Contractor shall neatly set-up greens in an orderly manner. All services shall require seating that shall consist of approximately six (6) to twelve (12) chairs dependant on the forecasted size of the funeral. These items shall be in place at least one (1) hour prior to the burial service.
- (viii) The area where the burial service is to take place shall be clean, free of webs, and any other dirt or debris.
- (ix) The Contractor shall bring the flag of the United States of America to half staff one half hour before the start of the first committal service and raise it to full staff one half hour after the conclusion of the last committal service each day. The Contractor shall request additional flags from the Government as needed to ensure that the flag being flown is in a presentable "like new" condition.
- (x) The Contractor shall designate a member of his staff to keep visitors away from the interment area and provide other duties as assigned by the COR.
- (xi) Backfill shall be brought to establish grade in one (1) foot lifts. Each lift shall be thoroughly compacted by means of a hand tamper. A mechanical tamper shall not be used to prevent damage to the urn. Care shall be taken to fill and compact all voids surrounding the entombed urn to reduce subsequent ground settlement. Backfill should not be mounded but conform to existing grades.
- (xii) When the grave is a second interment and has an existing headstone, the temporary marker shall be centered at the head of the gravesite directly against the headstone.
- (xiii) All floral bouquets, arrangements, etc. left at the gravesite by the funeral party shall be neatly arranged upon the grave. Fixtures and stands from floral wreaths shall be removed before placing the wreath flat on the grave.

(xiv) Interment flowers shall be removed three (3) days after the interment and the gravesite fan raked clean of all debris.

A.4.3 HEADSTONE & MARKER CLEANING

- (a) GENERAL REQUIREMENT: Approximately 5,172 headstones at Wilmington National Cemetery shall be cleaned prior to Memorial Day and Veterans Day.
- (b) NCA STANDARD: Headstones, markers & niche covers are clean, free of debris and objectionable accumulations.
- (c) HEADSTONE CLEANING GENERAL INFORMATION: The Contractor shall provide all labor, parts, equipment, supplies, transportation and personnel required to provide headstone/marker cleaning services.
- (d) DEFINITION: "Clean" under this contract means: The headstones/markers shall contain NO discoloration, environmental deposits, mold, mildew, moss, algae, lichen, dirt/mud, grass clippings, grass marks, bird droppings, etc.
- (e) CONTRACTOR DUTIES AND RESPONSIBILITIES: All equipment and supplies maintained and operated by the Contractor shall be consistent and fully compliant with all applicable Federal, State, and County laws, ordinances and regulations and meet State inspection, safety, licensing, registration, and insurance requirements.
- (f) RECORD KEEPING AND REPORTING: The Contractor's Superintendent shall provide the COR(s) with weekly written accurate reports identifying the following:
 - (i) All headstones cleaned shall be recorded per gravesite location.
 - (ii) These lists shall be provided on not less than a weekly basis, and shall identify all the above work that took place within the previous seven calendar days. All headstones should be cleaned prior to Memorial Day and Veterans Day.
- (g) CLEANING OF UPRIGHT HEADSTONES:

- (i) All temporary markers, floral, commemorative or other types of decorations (arrangements) causing interference with the cleaning of upright headstones /markers will be carefully and orderly moved from and upon completion of the cleaning of the headstones / markers, moved back to the gravesite by the Contractor.
- (ii) Cleaning Techniques will demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etc. and will be consistent and fully compliant with all applicable Federal, State and County laws, ordinances and regulations. General requirements for application of the cleaning product:
 - a. As of June 2012, D/2 Biological Solution is the only authorized cleaner of marble headstones and markers at national cemeteries. General background on the use of this product can be found at the following website, but information in that report shall not be submitted for requirements in the contract: <http://ncptt.nps.gov/wp-content/uploads/Best-Practices-Final.pdf>.
 - b. Clean water will be used to wet the stone prior to washing, to apply the cleaning product and to rinse the stone after washing. Once the stone is wet, cleaning techniques with water will include low pressure water spraying with the wand affixed with a fan tip. The distance between the fan tip and the headstone surface shall be a minimum of 12”.
 - c. When water under pressure is used, such pressure will not be greater than 500 psi and work will be accomplished in a manner that does not cause any etching of the stone surface to occur. A test cleaning will be done in an inconspicuous area of a headstone (based on age and or style) and approved by the COR prior to cleaning all like headstones and markers. The older the headstone or marker the more likely that power washing can cause damage, lower psi (up to 200 psi) is recommended.
 - d. Hand scrubbing may be used as needed. If manual agitation is necessary to remove soiling, only a soft bristle (synthetic or natural) brush shall be used; metal or stiff plastic shall not be used because it can scratch the stone.
 - e. Rinsing: Thoroughly rinse the headstone or marker surface using clean, clear water under low pressure or without pressure.
 - f. Site disturbance: If water used in cleaning should soften the soil around the base of the headstone or marker so it is loosened, care will be taken not to tip the headstone out of plumb or alignment.

- g. Care will be taken to protect the turf area from damage. Any turf damaged by the Contractor shall be restored at Contractor's expense. Upright headstones will be set and anchored firmly in place with no movement from forces subjected by the COR or designee after cleaning has been completed.

(iii) APPLICATION OF D/2 BIOLOGICAL SOLUTION

- a. After wetting the headstone or marker in accordance with paragraph (ii) above, apply a heavy spray application of "undiluted D2 Biological Solution" cleaner to all sides of the headstone. Do not dilute the cleaner with water.
- b. Allow D/2 to soak into the stone for 20-30 minutes. Then rinse the product from all headstone or marker surface using clean, clear water under low pressure or without pressure.
- c. The effect of using D/2 Biological Solution will not be immediate. It will take 2 to 3 weeks for the full appearance of a clean stone to become apparent. For this reason, re treatment should not occur within (3) three weeks of the first cleaning and only with the concurrence of the COR.
- d. Headstones that have been cleaned but become marked, discolored, dirt covered, or muddied due to subsequent contract work including but not limited to turf reestablishment issues will be re rinsed and scrubbed at no additional cost to the government. Headstones that become discolored, dirt covered, or muddied etcetera after initial cleaning has been completed but prior to overall project completion will be re cleaned at no additional cost to the government. All headstones are to be clean at the time of project completion final inspection.
- e. The result of this service is that the Contractor shall provide the Government "CLEAN" headstones/markers. The definition of clean is as specified in paragraph A.4.3 (d) above.
- f. The clause entitled "Brand name or equal" applies only to the following item: D/2 Biological Solution. More information on D/2 Biological Solution can be also found in the separate attachments on FBO (D2 MSDS and Data D2)

A.4.4 SETTING & ALIGNMENT OF NEW AND REPLACEMENT HEADSTONES & MARKERS

- (a) SCOPE: Work involves installation (setting & aligning) of new-initial and new-replacement Upright Headstones & Flat Markers on designated gravesites. Headstones and markers shall be installed within two (2) working days after notification from the COR. Performance includes the following:

- (i) *Installation (setting, leveling & alignment) of new-initial and new-replacement upright headstones and flat markers.
- (ii) **Realigning up to four (4) surrounding headstones that may have shifted out of alignment; and
- (iii) Removal, destruction and disposal of unusable or damaged headstones and markers.

*Note: A diagram detailing "Upright Headstone & Flat Marker Setting Specifications" shall be provided to the Contractor by the COR.

**Note: Unless otherwise directed by the COR, Bump & Run process described in Section A.4.8 shall be used for realignment of surrounding headstones. Any costs associated with realigning surrounding headstones shall be inclusive of the cost for setting & alignment of new / replacement headstones and markers.

- (b) NCA STANDARDS:

- (i) Standard 3.2: Headstones, markers and niche covers/bronze plaques are properly installed.
- (ii) Standard 3.3: Headstones and markers are aligned in accordance with the section plan or historic pattern.
- (iii) Standard 4.1: Headstones, markers and niche covers are clean, free of debris and objectionable accumulations.

- (iv) Standard 4.2: Proper height and alignment of each headstone and marker is maintained.
 - (v) Standard 4.3: Headstones, markers and niche covers are not damaged by the Contractor's operations.
- (c) GENERAL REQUIREMENTS:
- (i) The responsibility for ordering / receiving headstones and markers, checking for proper wording and initial inspection for damages shall be that of the COR. All headstones and markers are delivered directly to and received at the New Bern National Cemetery (1711 National Avenue, New Bern, North Carolina 28560).
 - (ii) The Contractor shall be responsible for unloading all headstones deliveries at the New Bern National Cemetery. All headstones will be placed in the maintenance building and be inspected by the COR upon delivery. After inspection, any headstones scheduled for delivery to Wilmington National Cemetery will be placed on a cemetery vehicle by the contractor for transportation to the cemetery. The COR will notify the Contractor of the required installation.
 - (iii) Headstone / Marker Installation Request: The Contractor shall have the capability to receive Installation Requests by facsimile transmission or via verbally via telephone. Unless otherwise agreed upon, all installation requests shall be issued via facsimile.
 - (iv) Timeliness of Installation: The Contractor is required to set & align all headstones and markers within two (2) working days after notification from the COR. This time frame **must** be met (weather & soil conditions permitting) regardless of the quantity or type of installation requested. Within twenty-four (24) hours of completing an Installation Request, the Contractor shall provide the COR with written notification that the work has been completed. In the event the Contractor is unable to set & align a marker within the required installation time, the Contractor shall provide the COR with a written explanation detailing why the installation could not be accomplished. The written explanation shall also be provided to the COR within 24 hours of determining the installation could not be accomplished.
 - (v) Setting of Upright Headstones & Flat Markers: Headstones and markers shall be installed year-round as weather and soil conditions permit a firm setting for the marker. Contractor shall contact the COR with questions concerning headstone setting & alignment and accessibility when weather or soil conditions do not allow timely installation or access to the

gravesite area. Defective or damaged headstones shall not be set. The Contractor is responsible for reporting physical defects or damage to the COR who shall order a new replacement marker.

- (vi) Adverse Winter Conditions: All headstones and markers set during the adverse weather conditions of winter shall be inspected by the COR at the time of setting. The COR will again inspect those headstones during favorable weather conditions in the spring. The COR will determine which headstones shall be reset after winter weather conditions have subsided. The COR will furnish the Contractor with a weekly list of headstones to be reset.
 - (vii) Proper Handling of Headstones & Markers: The Contractor is responsible for the safe and proper handling of all new and replacement markers. If storage space is available at the cemetery site, the COR will designate a suitable area for storage of the stones. Headstones and markers shall remain in the storage area until the time of installation. To limit the possibility of damage, each stone shall be placed to rest on its long edge in a vertical freestanding position. Where there is a shortage of storage space and there is a wall or other substantial support available within the cemetery, the headstones may be stored by resting on their bottom edge and leaning 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.
 - (viii) Headstones shall be lifted, transported or set by at least two (2) workers unless special one-person devices are approved for use. Realignment, when consisting merely of straightening the headstone, called Bump & Run, may be accomplished by one person. Older headstones shall be realigned laterally, transversely and diagonally in the same manner as new markers. If there is any breakage or damage due to the Contractor's handling or negligence, the cost for replacement shall be borne by the Contractor.
 - (ix) Trees or shrubs obstructing headstones shall be noted and the COR will determine remedial action, and any modification needed for installation of a headstone.
- (d) PROCEDURES: UPRIGHT HEADSTONES

Initial New & Replacement Upright Headstones shall be set and aligned in accordance with the following:

- (i) Upright headstones for individual graves shall be erected on the centerline at 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 existing markers as directed by the COR. New and replacement headstones in old sections of National Cemeteries where such stones have not been and cannot be set at the standard height shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above the ground level. Contractor shall use string lines for the top, sides and front of headstones.
- (ii) The normal height of twenty-four (24) to twenty-six (26) inches given for the current standard of headstone setting is the NCA standard height. When headstones have been previously set at other heights above grade, but in general, at a uniform height throughout an area, and otherwise present a neat overall appearance with the inscription visible, resetting for the sole purpose of attaining the stated height is necessary. 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. All upright headstones are set with the use of top and back string for proper alignment.

Note: Prior to removing any upright headstones or flat markers from their sockets, Contractor must verify inscription information from monument order acknowledgment.

- (iii) Trees or shrubs obstructing headstones shall be noted and the COR notified for determination of remedial action, and any modification needed for installation of a headstone. All sockets are to be re-dug by hand or mechanical means to allow for a 3" perimeter around all sides of the headstone and a sufficient depth 20" (or 19 ½" for the older, smaller headstones) below finished grade and then moistened crushed limestone base material (graded aggregate sizes ranging from crushed fine up to 1/4" maximum) is to be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing for the headstone to set on prior to the installation of the headstone to a required depth so that 25" (18-20" for the older/smaller headstones) of the headstone is extended from the soil level to the top of the headstone.

Note: All root-bound headstones shall be removed from their sockets. The COR will determine if headstones shall be reset by cutting roots of the trees or if headstones shall lie flat or be replaced by flat markers.

- (iv) Moistened crushed limestone base material (graded aggregate sizes from crushed fine to ¾ maximum) shall be placed around all sides of the headstones and in the bottom of the socket before being thoroughly tamped to full compaction at each three inch vertical interval, leaving the last three inches at the top to have tamped topsoil and grass seed applied. The government shall not provide any grass seed, fertilizer, lime or base material.

Note: Class II road base may be considered as an alternate. Contractor shall obtain approval from COR for any substitute base material.

- (v) Headstones shall be set vertically plumb in all directions in all cases in a line vertically, laterally and transversely, with headstones of other graves using a top string, a back string and side string. Maximum vertical, lateral and measure tolerance of 1/8" or less. All measurements and string line shall be taken from layout control points, unless directed by the COR.
 - (vi) Alignment of Initial New & Replacement Upright Headstones: Upright headstones for individual graves shall be erected on the centerline at 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 headstones previously set as directed by the COR.
 - (vii) Setting of Initial New & Replacement Upright Headstones: In older sections of National Cemeteries where upright headstones have not been and cannot be set at the standard height, stones shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above the ground level. In new sections of National Cemeteries, all upright headstones shall be set at a height of 25 inches from the finished grave to the top of the arc.
 - (viii) Minor Deviations from Standard Height: When headstones have been previously set at other heights above grade, but in general, at a uniform height throughout an area, and otherwise present a neat overall appearance with the inscription visible, resetting for the sole purpose of attaining the stated height is necessary. The normal height of 25 inches given for the current standard of headstone setting is the standard height. Minor deviations in the less than nominal height is permissible to provide a uniform appearance in the top line to compensate for slight ground rises or depression within a burial section. All upright headstones shall be set with the use of top and back string for proper alignment.
- (e) PROCEDURES: FLAT GRANITE AND MARBLE MARKER BASES

Initial New & Replacement Flat Granite Markers shall be set and aligned in accordance with the following:

- (i) Specifications: Flat Granite Markers are 24 inches wide and 12 inches in length. There are two thickness and weights of flat markers: three inch (3") thick markers weighing approximately 90 pounds, and four inch (4") thick markers weighing approximately 110 pounds.

- (ii) The Contractor shall use headstone verification maps to ensure proper marker placement and to verify the numbering sequence and location of markers when removing / moving-back temporary markers, floral arrangements, **IN GROUND VASES**, commemorative or other types of gravesite decorations.
- (iii) All temporary markers, floral, commemorative, **IN GROUND VASES** or other types of decorations (arrangements) causing interference with the setting of flat markers shall be carefully, and in an orderly manner moved from, and per completion of work, moved back **& REINSTALLED** to all gravesites by the Contractor. Prior to removal, the Contractor shall verify the numbering sequence and location of the markers and associated decorations.
- (iv) The Contractor shall pull the flat marker from the flat marker socket. Each flat marker socket shall have soil dugout to a minimum depth of 3" below correct socket depth, and then be refilled with a minimum of 3" of moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed fines up to ¼" maximum) added and heavily tamped to full compaction in the bottom of the socket to achieve proper grade prior to the reinstallation of the flat marker. The contractor shall use string lines along the top edge, side, and face of marker. (Note: Moist Class II Road Base may be considered as an alternate. Contractor shall obtain approval from the COR for any substitute base material).
- (v) Flat markers are to be reset to a depth so that no more than one inch (1") of the flat marker **CONCRETE** base is extending above the finished topsoil level. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COR.
- (vi) All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set up to surface at proper heights and levels to provide a uniform flowing transition through uneven terrain. Two (2) to three (3) inches of clean topsoil shall be placed around the perimeter of each flat marker base and firmly tamped, leaving the top inch for topsoil and seed and then lightly to moderately tamped, then lightly raked and flat marker swept clean.
- (vii) Flat Marker Placement: Flat marker sockets shall be completed to proper grade and alignment as described in paragraph (iv) prior to the reinstallation of the flat marker to the required depth. Markers shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps. Flat markers shall be set horizontally flat, in a line laterally, transversely, and diagonally with flat markers of other graves. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COR. All measurements shall be made in ascending grave number order.

- (viii) In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set at proper heights and levels to provide a uniform flowing transition through uneven terrain. After all work has been completed, the flat markers in all soil and terrain conditions shall be held firmly in place by the compacted soil (crushed limestone base material) (or approved substitute) so that the flat markers are rigid with no give, play or movement when subjected to forces by the COR.
- (ix) New or replacement flat markers shall be properly aligned with four flat markers -- one marker immediately to the left, one marker immediately to the right and shall be in perfect alignment with the flat marker directly above and below. The flat marker shall be leveled & plumbed front to back and side to side, and raised or lowered as necessary to ensure uniformity of no more than one inch above topsoil level. The flat marker is leveled plumbed front to back, side to side, keeping the **(TOP) HEAD & SIDE** of the marker along the heavy string line.
- (x) Alignment of the flat marker should be checked frequently during this process to ensure that the marker is not out of level or out of alignment. Flat markers shall be firmly set and anchored in place with no movement from force subjected by the COR.

A.4.5 UNUSABLE / DAMAGED HEADSTONES & MARKERS

- (a) SCOPE: Unusable or damaged headstones / markers that have been removed because of the installation of a new-replacement headstone shall be destroyed and disposed of by the contractor.
- (b) NCA STANDARD 4.6: Headstones, markers and niche covers that are no longer useable are disposed of in a manner that is respectful and prevents unacceptable re-use.
- (c) PROCEDURES:
 - (i) Remove, Breakup & Dispose Upright Headstones & Flat Markers: Unusable or damaged Upright Headstones & Flat Markers shall be broken-up and crushed into small enough pieces that the inscription on the marker is not identifiable.
 - (ii) The resulting debris from the crushed markers shall be removed from cemetery grounds and disposed of at the Contractors expense.

- (iii) Under no circumstance shall the unusable headstones or markers be used for any other purpose

A.4.6 RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN EXISTING UPRIGHT HEADSTONES

TO ENSURE THE ACCURACY OF HEADSTONE AND MARKER PLACEMENT, THE FOLLOWING PROCEDURES WILL BE FOLLOWED BY NORTH ATLANTIC DISTRICT PERSONNEL, CEMETERY PERSONNEL AND CONTRACTING OFFICER'S REPRESENTATIVE (COR) BEFORE THE RAISE & REALIGNMENT PROCESS BEGINS

The NAD will provide each cemetery with the correct Gravesite Layout Map(s) prior to beginning the Raise & Realign (R&R) project. The Contracting Officer Representative (COR) or cemetery director/designee as listed in the official contract documents shall conduct an initial gravesite verification survey (**See Attachment – B**) prior to the (R&R) of any headstone or marker in a VA national cemetery. The COR will obtain a copy of the Burial Register Report from the Burial Operation Support System (BOSS) and current gravesite layout map(s) obtained from the NAD for the verification survey. The Burial Register Report and gravesite layout map(s) will be used to verify the section, row, grave number, first and last name of each decedent and the condition of the headstone/marker included in the scope of work (SOW). All inconsistencies will be researched, discussed and resolved with the North Atlantic District (NAD) Director prior to the R&R of any headstone or marker. Upon completion of the verification survey and corrective actions as necessary, the COR will certify the survey by signing the Headstone/Marker Raise & Realign Verification Survey sheet. A copy of the signed Headstone/Marker Raise & Realign Verification Survey sheet shall be forwarded to the Contracting Officer (CO) which will be incorporated into the contract files; a copy of the survey will be maintained by the cemetery. Additional copies of the survey will be retained by the COR for the official contract files. The CO will give the approval to begin the project.

Prior to the completion of each work day, a Daily Headstone/Marker Raise & Realign Verification Survey (**See Attachment – B.1**) will be completed for all headstones and markers raised & realigned. The COR/cemetery director/designee will verify the accuracy of the placement of headstones or markers on the correct gravesite using the same Burial Register Report and gravesite layout map(s) that were used for the initial headstone/marker verification survey. Daily, the COR will inform the contractor/designee of all identified inconsistencies and ensure corrective actions are completed that day. The Daily Headstone/Marker Raise & Realign Verification Survey will be maintained by the COR for certifying payments for completed work, tracking project progress and other administrative needs.

When site conditions are restrictive and it is not possible to safely operate equipment while keeping the headstones/markers on the gravesite, the Contractor shall prepare these sites by hand. At no time, may headstones/markers be removed from the gravesites.

The contractor is responsible to protect headstones and markers during the realignment & turf renovation process from damage or being discolored from contact with dirt, soil or other contaminants.

HEADSTONES AND/OR MARKERS WILL NOT BE PHYSICALLY REMOVED FROM THE GRAVESITE DURING THE RAISE AND REALIGNMENT OR TURF RENOVATION PROJECTS

- (a) SCOPE: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing upright headstones.
- (b) NCA STANDARDS: Standard (4.2): Proper height and alignment of each headstone and marker is maintained.
- (c) GENERAL REQUIREMENTS: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing upright headstones. Standard upright marble headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds each. Older headstones shall be realigned laterally, transversely and diagonally in the same manner as new grave markers.
- (d) PROCEDURES: The raising, lowering, realigning, resetting, backfilling & cleaning of existing upright headstones shall be accomplished in accordance with the following:
 - (i) All temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the Raise & Realignment of upright headstone operations shall be carefully, and in an orderly manner moved from, and per completion of work, moved back to all gravesites by the Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the headstone and associated decorations.
 - (ii) Headstones shall 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 shall prevent damage to, and marking of, the headstone. Clamps may be attached to a Bob Cat, Toro Workman or similar machine to extract headstone from socket. Use care not to scratch or damage headstones in any manner. Contractor is responsible for restoring all damages caused to turf and headstones during performance of this work. Headstones are to be raised and/or lowered in the following manner. (Note: In areas where smaller than standard size headstones may occur, coordinate specified measurements and dimensions of required work with COR).

- (iii) All shallow and correct depth headstone sockets are to be dug to a bottom depth of 21" below finished grade, and then fill material is to be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing for the headstone to set on prior to the installation of the headstone to the required depth so that 24-26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material is to be placed around all sides of the headstones and heavily tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
- (iv) Deep headstone sockets are to be filled at bottom with a minimum of 3" of Fill Material added and tamped to full compaction in the bottom of the socket to achieve a bottom depth of 18" below finished grade for the headstone to set on prior to the installation of the headstone to the required depth, so that 24- 26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material shall be placed around all sides of the headstones and thoroughly tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
- (v) Straight Rows: Headstones shall be set vertically plumb in all directions, in all cases in a line vertically and laterally, and where possible transversely (coordinate with COR), with headstones of other graves using a top string, a back of headstone string line, and a side of headstone string line. 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 shall be taken from established section layout control points, not from previously set headstones, unless otherwise directed by the COR. In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers shall be set at proper heights and levels to provide a flowing transition through uneven terrain. Raised and realigned headstones in all soil and terrain conditions shall be firmly in place so that the headstones are rigid with no give or play.
- (vi) Curved Rows: Headstones shall be set vertically plumb in all directions. In all cases along the arched rows, headstones shall be set vertically and laterally to maintain a uniform and visually symmetrical arch along the rows, and where possible transversely (coordinate with COR), with headstones of other graves. Maximum vertical tolerance of any headstone shall be 1/8" or less from adjacent headstones in the arched row. Maximum horizontal tolerance from the line of the flowing symmetrical arch of the row shall be 1/4". In irregular terrain where sloping and uneven ground conditions exist, all headstones and markers shall be set at proper heights and levels to provide a uniformly flowing transition through the sloped terrain. Completed raised and realigned headstones in all soil and terrain conditions shall be firmly set in place so that the headstones are rigid with no give or play.

- (vii) Removal/Handling/Storage of Headstones: If headstones are removed from a section they shall be verified by the contractor using grave plot maps. Verify these maps with COR prior to removing any headstones. Markers shall be stacked on a pallet for storage with cardboard separation between each marker. Markers shall not exceed twenty (20) per pallet. Markers must be handled and stored in a dignified manner. Coordinate with COR to locate appropriate areas for temporary storage.
- (viii) In 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 21 inches that may cause the headstone to settle below height requirement.
- (ix) The measurements between rows of headstones and headstones within each row may differ from one section to the next due to the use of differing burial patterns; discuss with COR where this is found to occur. These measurements must be adhered to as closely as possible. Headstones shall be accurately and precisely reinstalled on the correct gravesites with the utilization of grave plot maps and existing permanent control markers.
- (x) The realign crew starts on a row of headstones close to the center of the section to be realigned. Headstones are chosen to be "key" stones. All headstones determined to be keystones are stones identified by the COR that are set off the burial section's permanent control markers. All keystones are to be identified at beginning, middle, and the end of 72' grids. These keystones are to be aligned by leveling front and back and side-to-side, and raised or lowered to a height of 24-26 inches above topsoil level. Constant quality control is to be maintained and is required on all keys.
- (xi) At the start of work in each burial section, the first row of reset/realigned headstones in each burial section is to be inspected by COR for appearance, spacing, depth, alignment, plumbness, height, accuracy, and smoothness in grade transition. No further setting of headstones shall be done until this first row has been inspected and accepted by the COR. If the first row is rejected by the COR, the contractor shall at no additional cost to the Government reset the rejected stones before proceeding in that section. It is the Contractors responsibility to notify the COR 24 hours in advance of when each of these inspections shall be needed.
- (xii) Heavy strings or lines must run along the backs, sides, and tops of these keystones. The string or line is required to be provided by the contractor and must be approved for use before by the COR before used. These lines are to be marked with the proper measurements- (size of section) for the section being aligned. All remaining headstones in the row are then

aligned along the strings front to back and side-to-side even with the measured marks on the line. Each headstone is leveled and plumbed front to back and side-to-side keeping the back of the headstone along the string and the side of the headstone along the measured mark. Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8", or less. Each headstone is also raised or lowered as necessary to ensure a uniform measurement of 24-26 inches above topsoil level. The headstone is then aligned along the string front to back and side-to-side even with the measured mark on the line. The headstone is leveled and plumbed front to back and side-to-side keeping the back of headstone along the string and the side of the headstone along the measured mark.

- (xiii) 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. This process of raising and realigning is repeated for each row of headstones. Upright headstones in all completed work areas shall be firmly set and anchored in place with no movement from forces subjected by the COR.
- (xiv) The Government reserves the right to require the contractor to pull suspect stones to verify that the correct base material and specified depths have been achieved. Any stone pulled under this requirement shall be pulled and reset at no additional cost to the Government.
- (xv) Any upright headstones broken or damaged by the Contractor shall be reported to the 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 in writing.

A.4.7 RAISE, LOWER, REALIGN, RESET, BACKFILL & CLEAN EXISTING FLAT MARKERS

- (a) SCOPE: Work consists of raising, lowering, realigning, resetting, backfilling & cleaning existing flat markers.
- (b) NCA STANDARDS: Standard (4.2): Proper height and alignment of each headstone and marker is maintained.

- (c) GENERAL REQUIREMENTS: Work consists of raising, lowering, realigning, resetting, backfilling and cleaning existing flat markers. Standard flat markers are 24 inches wide and 12 inches in length. There are two thickness and weights of flat markers: three inch (3") thick markers weighing approximately 90 pounds, and four inch (4") thick markers weighing approximately 110 pounds. Older flat markers shall be realigned laterally, transversely and diagonally in the same manner as new markers.
- (d) PROCEDURES: The raising, lowering, realigning, resetting, backfilling and cleaning of existing flat markers shall be accomplished in accordance with the following:
- (i) The Contractor shall use headstone verification maps to ensure proper marker placement and to verify the numbering sequence and location of markers when removing / moving-back temporary markers, floral arrangements, in ground vases, commemorative or other types of gravesite decorations.
 - (ii) All temporary markers, floral, commemorative, in ground vases or other types of decorations (arrangements) causing interference with the setting of flat markers shall be carefully, and in an orderly manner moved from, and per completion of work, moved back & reinstalled to all gravesites by the contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the markers and associated decorations.
 - (iii) The Contractor shall pull the flat marker from the flat marker socket. Each flat marker socket shall have soil dugout to a minimum depth of 3" below correct socket depth, and then be refilled with a minimum of 3" of moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed fines up to ¾" maximum) added and heavily tamped to full compaction in the bottom of the socket to achieve proper grade prior to the reinstallation of the flat marker (Note: Moist Class II Road Base may be considered as an alternate. Contractor shall obtain approval from the COR for any substitute base material).
 - (iv) Flat markers are to be reset to a depth so that no more than one inch (1") of the flat marker concrete base is extending above the finished topsoil level. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COR.
 - (v) All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set up to surface at proper heights and levels to provide a uniform flowing transition through uneven terrain. Two (2) to three (3) inches of clean topsoil shall be placed around the perimeter of each

flat marker base and firmly tamped, leaving the top inch for topsoil and seed and then lightly to moderately tamped, then lightly raked and flat marker swept clean.

- (vi) Flat Marker Placement: Flat marker sockets shall be completed to proper grade and alignment as described in paragraph (d) prior to the reinstallation of the flat marker to the required depth. Markers shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps. Flat markers shall be set horizontally flat, in a line laterally, transversely, and diagonally with flat markers of other graves. All measurements and string line set-ups shall be taken from section layout control markers, unless directed by the COR. All measurements shall be made in ascending grave number order. In irregular terrain where sloping and uneven ground conditions exist, all flat markers shall be set at proper heights and levels to provide a uniform flowing transition through uneven terrain. After all work has been completed, the flat markers in all soil and terrain conditions shall be held firmly in place by the compacted soil (crushed limestone base material) (or approved substitute) so that the flat markers are rigid with no give, play or movement when subjected to forces by the COR.
- (vii) New or replacement flat markers shall be properly aligned with four flat markers -- one marker immediately to the left, one marker immediately to the right and shall be in perfect alignment with the flat marker directly above and below. The flat marker shall be leveled & plumbed front to back and side to side, and raised or lowered as necessary to ensure uniformity of no more than one inch above topsoil level. The flat marker is leveled plumbed front to back, side to side, keeping the (top) head & side of the marker along the heavy string line. Alignment of the flat marker should be checked frequently during this process to ensure that the marker is not out of level or out of alignment. Flat markers shall be firmly set and anchored in place with no movement from force subjected by the COR.
- (viii) Cleaning of existing Upright Headstones & Flat Markers shall be accomplished in accordance with procedures in Section A.4.3. Any turf damaged by the Contractor shall be restored at Contractor's cost. Abrasive blasting and cleaning solutions shall not be used. (Note: After raising and resetting, the base of the headstone may have a visible stain or marking from the soil line that shall need to be cleaned. Special attention should be given to this area when cleaning the headstone)

A.4.8 HEADSTONE BUMP & RUN(a) SCOPE

Work consists of realigning upright headstones that have shifted out of alignment, but do not need to be removed from their sockets and reset as required under Section A.4.6 (Raise, Realign, Reset & Clean Existing Upright Headstones).

(b) NCA STANDARD: Standard 4.2: Proper height and alignment of each headstone and marker is maintained.(c) PROCEDURES

The Contractor shall use a wooden tamper to bump the headstone into alignment. A post level shall be attached to the headstone and bumped to both horizontally and vertical alignment. The soil around the perimeter of the headstone shall be firmly tamped so that headstone shall not move when exposed to force. Topsoil and grass seed shall be applied and lightly tamped, then raked lightly with a fan rake removing any debris.

A.4.9 REFILL SUNKEN GRAVES(a) SCOPE:

- (i) The Contractor shall furnish all labor and materials (including topsoil & sod) necessary to refill and sod sunken graves. Established turf shall be removed and reused on the gravesites when possible. The Contractor shall be responsible for watering all reused and new sod areas and maintaining them in a healthy and vigorous weed free condition.
- (ii) Approximately 200 graves shall be refilled per year. Refilling of sunken graves shall normally be accomplished between March and November of each year. Work shall consist of refilling sunken graves with suitable soil to match the existing adjacent graves up to approximately 200 per year. The cemetery will be checked for holes and washouts by the COR and will be filed immediately by the Contractor but not counted as a sunken grave for up to four (4) weeks after the refill to account for settling.

- (b) NCA STANDARD: Standard 2.4: The grading of every gravesite blends in with adjacent grade levels.
- (c) PROCEDURES:
 - (i) The COR will provide the Contractor with a list of sunken graves to be refilled & sodded throughout the year.
 - (ii) A sunken grave is defined as any gravesite that has receded three (3) inches or more from existing adjacent graves. Standard graves excavated and backfilled shall be approximately three and one half feet wide and approximately eight feet long. The Contractor shall identify sunken graves requiring repair and will report all identified sunken graves by section and grave number prior to making repairs.
 - (iii) Sunken graves shall have the sod carefully cut out and removed and then will be filled with approved backfill and tamped to within two (2) inches of established grade. Clean, weed & debris free topsoil that is capable of growing healthy turf grass will then be added for the remaining area to bring the grave up to an even / established grade, with new sod then being placed on the grave. The grave will then be tamped and the sod watered immediately after completion. The Contractor is responsible for supplying all new sod, topsoil and backfill that will be used to repair sunken graves.
 - (iv) All topsoil is subject to random / independent soil analysis. COR will approve topsoil the Contractor is providing for sunken graves prior to use. The contractor must remove soil not approved for use within 24 hours after the determination is made.

A.4.10 LAWN MAINTENANCE – FERTILIZATION / WEED / PEST CONTROL

A. NCA STANDARDS

1. Turf in burial areas and visually prominent areas are to be 90 percent weed free.
2. Turf in all other areas is to be generally weed free.

B. SCOPE

1. Contractors shall be responsible for maintaining the turf area of the cemetery and the immediate area surroundings of the cemetery in a healthy condition by proper application of fertilizers, and chemicals (to control weeds, diseases, and invertebrate and vertebrate pests). Turf in high visibility areas shall be at least 90 percent pest, and disease free.
2. Conduct pest control in accordance with requirements as stated in NCA Handbook 3410 – Integrated Pest Management Procedures for VA National Cemeteries.

C. DEFINITIONS:

1. Pest is defined as any plant or animal detrimental to humans or human concerns including weeds, fungi, molds, vertebrates, and invertebrates.
2. An animal is any living thing that is not a human being or a plant.
3. A pesticide is herbicide, insecticide, fungicide, and poisonous baits.

D. GENERAL REQUIREMENTS

1. Safety/Regulatory Requirements:
 - a. All application methods of shall be in strict accordance with manufacturer, Department of Environmental Protection and all federal, state and local laws.
 - b. All applications shall be made in accordance with manufactures label instructions to ensure proper rate and timing of application. Ten (10) work days prior to any scheduled application, the Contractor shall provide to COR, a copy of product label for each chemical used, the amount and application rate, and appropriate supporting Safety Data Sheets (SDS) sheets in accordance with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS).
 - c. Contractor shall keep a record of all pesticides applied and shall submit to the COR within five (5) working days after application a fully completed “Pesticide Application Data Sheet” for review and approval, with a copy sent to the North Atlantic District Agronomist. (See Attachment D.) The COR will train the Contractor in the proper use of this form. Records will show type, amount, application area, and weather conditions.

- d. Contractor personnel applying turf applications shall possess a current, valid State of North Carolina commercial pesticide/herbicide application license. A copy of the license will be provided to the COR. The Contractor shall be responsible for any damage resulting from the application of any fertilizer, herbicide or pesticide treatments.
- e. Train employees on environmental issues such as ground water contamination, wetland protection, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- f. The Contractor is responsible for preventing the public and cemetery employees from accidentally becoming exposed to pesticides during an application or from encountering treated areas after the application has been made. In compliance with these instructions, the Contractor shall provide the required safety warning devices, barricades and signage, etc., at all work sites to eliminate hazards from public visitors and cemetery employees.
- g. Prior to fertilizer and/or pesticide application, the contractor shall at a minimum, post appropriate flags or markers in all areas to be treated for a period of 24 hours after a fertilizer and/or pesticide treatment has been applied accompanied by a sign informing the public of the time and date of the chemical application. Remove all flags and signs upon expiration of the 24-hour period.
- h. In addition to, or in compliance with instructions from the Agricultural Commissioner's office on posting, prior to an herbicide application, the Contractor shall provide and install signage that clearly states the following: "CAUTION - HERBICIDE APPLICATION IN PROGRESS."
- i. The signage, shall be COR-approved and shall be uniformly spaced along all perimeters of the application area, and at all regular points of public entry, and shall remain standing for 24 hours after application is complete. If the herbicide has a restricted entry interval, the signage shall be removed by the Contractor within 24 hours after the expiration of the restricted-entry interval. The Contractor is responsible for the removal and disposal of all signage, warning devices, etc.
- j. The contract work shall not jeopardize the safety of any persons, or jeopardize the protection any plant material or property within the cemetery. Contractor shall not make turf applications, particularly those involving hazardous materials, when people are present in or passing by any such work area(s). Such work in Visually Prominent Areas and along major pedestrian routes, and in any area where a funeral or ceremony is taking place or will take place within 2 hours, shall be rescheduled by the Contractor to an earlier or later time, or to a time before or after cemetery visiting hours as determined by the COR.

2. Weed Control - General:

- a. The Contractor shall control weeds throughout the cemetery year-round, using Contractor provided herbicides with emphasis given to all Visually Prominent Areas. The result shall be that 100 percent of Visually Prominent Areas (interment sections, committal service shelters, columbaria and memorial walkways, flagpole/assembly area, public buildings, and entrance gate; areas adjacent to the main entrance road; and primary roads/routes to committal service shelters, burial areas, the entrance way) shall be 98 percent weed free. Ninety-eight percent weed free means that the population of weeds is very widely scattered and visually insignificant when the total expanse of the cemetery turf grass is observed. The weeds in no way distract from the visual attractiveness of the landscape.
- b. All applications must be made in accordance with manufacture's label instructions for centipede turf grass to insure proper rate and timing of application. The Contractor shall provide and apply liquid broadleaf herbicide no earlier than 6 hours before anticipated rainfall to allow herbicide sufficient time to be absorbed into plant tissue to maximize the herbicide's full potential. Any rainfall that is received within this six-hour time frame after the application will require the Contractor to treat all turf areas a second time at no additional cost to the Government.
- c. Weed growth and disease in turf shall be controlled by means of mowing, trimming and pesticide application or any other method approved by the COR. All personnel using such sprays shall be properly trained, and the person in charge shall be duly licensed by the State of North Carolina to use pesticides. Broadcast applications of pesticides for weeds shall be accomplished in the spring and the fall as specified in the "Turf Application Schedule".
- d. Follow herbicide manufacturers' precautions on maximum applications per year for both spot and broadcast applications. Do not apply herbicides which may kill/damage centipede turf grass. Do not apply herbicides which will inhibit the germination of grass seeds. Follow herbicide manufacturers' precautions for timing use of product on seeded/over seeded turf. Do not apply herbicides on over seeded turf until turf has been mowed two times, or four weeks after emergence (whichever is longer) before making a post-emergence application. **Weed control products / fertilizer shall be compatible with warm season turf grass (centipede) and shall not damage the turf either by improper application or inappropriate product usage.**

3. Pre-Emergent Weed Control: Contractor shall apply grass pre-emergent herbicide in granular form when treating for annual bluegrass, crabgrass, dallisgrass, goosegrass, johnsongrass, kikuyugrass, etc. at manufacturers' recommended rate allowable for the east coast region and warm season turf grasses (centipede). Follow herbicide manufacturers' precautions for timing use of product on centipede turf grass. Apply pre-emergent one to two weeks prior to the anticipated weed seed germination when

soil temperatures register between 50 to 55°F for 3 consecutive days. Apply a second sequential application of the same product 6 to 8 weeks following the first application. Pre-emergent must be applied with calibrated spreading equipment. The Contractor is solely responsible for damage to headstones or any other structures, and newly seeded turf grass caused as a result of any pre-emergent application or herbicidal treatment. Alternate between herbicide products to reduce herbicide resistance and to increase spectrum of control.

4. Broadleaf Weed Control: Broadleaf herbicides shall be applied with calibrated measured spraying equipment (not a hose end sprayer). The chemical must address issues of various broadleaf weed types which include dandelion, white clover, speedwell, chickweed, curly dock, yellow wood-sorrel, black medic, plantain, spurge, prickly lettuce, purslane, etc.. Applications shall be timely and at the proper dosage so that perennial weeds do not go to seed. Chemicals shall be broadcast and spot-applied to turf areas throughout the cemetery as appropriate for the degree of weed pressure. Use three-way herbicide products containing triclopyr; 2,4-D; and dicamba. Tank mix with MCPP or MCPA to increase spectrum of control.
5. Grass Weed Control: Grass weed herbicides shall be applied with calibrated measured spraying equipment (not a hose end sprayer). Applications shall be timely and at the proper dosage so that grass weeds do not go to seed. Chemicals shall be broadcast and spot-applied to grass weeds in turf areas throughout the cemetery as appropriate for the degree of weed pressure. Alternate between herbicides products containing dithiopyr in the spring and pronamide in summer to reduce herbicide resistance. Tank mix with MSMA or fenoxapropto to increase spectrum of control. Do not apply herbicides which may kill/damage winter rye overseed until the spring transition back to bermudagrass is desired.
6. Fungi: Employ IPM methods for reduction and treatment of fungi such as improving drainage through aeration and thatch removal; and proper mowing, fertilization and irrigation techniques to eliminate the conditions favorable for the growth of fungus. Application of fungicides is generally not required.
7. Vertebrate Pest Control:
 - a. Pests that include, but are not limited to: gophers, moles, voles, mice, rats, ground squirrels, rabbits, skunks, raccoons, and snakes shall be controlled by trapping, elimination of their food source, or other effective methods. Trapping shall be performed by licensed professionals permitted to trap the target pest.
 - b. Shooting of animals will not be authorized. Comply with U.S. Fish and Wildlife laws and regulations, and state Fish and Game Code regarding baiting and trapping of animal pests. All animals shall be disposed of or relocated in accordance with federal, state and local laws.

8. Invertebrate Pest Control: Pests that include but are not limited to: insects (all life cycle stages), and spiders shall be controlled by insecticides, biological controls or other effective methods.
 - a. Bees shall be live trapped and relocated by a specialist in bee keeping.
 - b. Keep buildings and cemetery free of wasps & hornets and their nests with attention given to the skylights on the Committal Shelters, and entries to PIC and Admin. Bldg.
9. Fertilizer and Pesticide Application:
 - a. Turf applications shall be applied with appropriate calibrated spreading and spraying equipment. Liquid and pellet surface applications shall be uniformly distributed within the cemetery's defined area of coverage. Herbicides shall be applied under calm wind conditions to eliminate any potential for drift. Surface applications shall not be made where surface run-off is likely to occur or near a water source.
 - b. Spot applications of herbicide shall be made with an appropriate green colored non-staining marker dye compatible with the herbicide being applied.
 - c. Use surfactants and adjuvants with herbicides to improve herbicidal activity or application characteristics when recommended by herbicide manufacturer.
 - d. Complete each turf application within the "Annual Application Date" specified in the "Turf Application Schedule", (weather permitting). Applications shall be provided in accordance with manufacturers label instructions to ensure proper rate of active ingredient (ai) and timing.
 - e. The Contractor shall not dispose of, rinse, mix nor store any herbicide containers/bags on cemetery premises, unless authorized in advance by the COR. No herbicide application equipment or agricultural chemicals may be kept or stored on the cemetery premises when the Contractor is not working.
 - f. Fourteen (14) days after completion of the application, jointly inspect the pesticide application with the COR and assess results. In areas where results are less than acceptable* re-perform the application at no additional cost to the Government. (*Acceptable is defined as 90% of target pest species are eliminated).

- g. Take precautions to prevent damage to the cemetery, in any manner, including headstones, monuments, shrub and flower beds, trees and other structures during maintenance operations. Current replacement costs for headstones, other cemetery structures or property damaged by the work under this contract will be deducted from the contract price.
- h. Do not use any pesticide or fertilizer in either granular or liquid form that will stain or discolor any headstones. Notify the COR of all materials scheduled for use on turf before beginning any turf application. Clean cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of the application.
- i. Wash-down with water all soiled or stained structures, headstones, and monuments at the end of each workday. Do not use hazardous chemicals at any time on Government property. Bear all costs associated with washing and cleaning. Notify the COR of any such soiling or staining of structures prior to washing/cleaning.

TURF APPLICATION SCHEDULE

1. Contractor shall provide turf fertilization, pre-emergent crabgrass & post emergent broadleaf weed control services at the Wilmington National Cemetery in accordance with NCA turf standards. Contractor shall prepare a detailed plan based on the Turf Application Schedule for the review and approval of the COR and the North Atlantic District Agronomist. Plan shall present proposed products, rates, and application dates. Provide annual soil analysis, fertilization, pre-emergent weed control, post-emergent weed control, aeration to turf areas in accordance with the following:
2. Turf at a national cemetery must be maintained at NCA Shrine Standards, therefore it is imperative that the Contractor make sure that all weeds are treated judiciously during all herbicide applications and that the turf grass is maintained in a relatively weed free condition.

TURF APPLICATION	ANNUAL APPLICATION DATE	DESCRIPTION
	Early January	Contractor shall collect soil samples from cemetery (collected from three different locations within the cemetery) and submit to local North Carolina State Cooperative extension agency for soil analysis-test. A copy of the soil report will be provided to the COR and NAD Agronomist once received by the Contractor. Fertilizer application rates for the turf during the growing season will be based on the soil test results.
#1	Turf Application #1 (February 28th – March 3rd) – This is a suggested time frame only and Contractor shall monitor current weather conditions and soil temperatures to ensure that soil temperatures are at the appropriate level for germination of crabgrass seed before application of herbicide.	This application will be a pre-emergent control for annual weed grasses focusing mainly on crabgrass and will be applied in granular form per manufacturers recommended label rate. The product to be used will be specified for safe use on centipede turf grass.
	Aeration (Late April – Early May) Core Aeration.	Contractor shall perform core aeration to cemetery turf using specialized equipment to remove soil cores (from 3 to 6 inches long) as it passes across the turf grass surface. Soil cores may be left on the turf after aeration is completed.
#2	Turf Application #2 (May 15th – May 20th) This is a recommended time frame only – all turf grass must be completely out of dormancy and actively growing before application of herbicide is completed.	This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also, included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension agency.

#3	Turf Application #3 (June 15th -20th) – Grub Control Application / If Determined by The COR To Be Required.	This application will be a granular treatment for the control of beetle grub larva applied at the manufacturers recommended label rate for warm season / centipede turf grass and will be applied to the entire turf acreage.
#4	Turf Application #4 (June 28th – July 15th) as needed (Contractor shall monitor current temperatures and weather conditions to ensure that application of broadleaf herbicide will not injure the turf grass due to excessive heat)	This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also, included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension agency.
#7	Turf Application #6 – (September 20th – October 5th)	This application will be a granular turf fertilization using a muriate of potash with a 0-0-60 NPK ratio applied at 1.5 lbs. per 1000 sq. ft. and will be approved for use on centipede turf grass.
<p>Stipulation: VA National Cemetery anticipates ordering and the Contractor furnishing the quantities & types of services stated in the Price Schedule and Turf Application Schedule. The Government, at its sole discretion, reserves the right to modify turf application dates or increase/decrease estimated quantities based on unforeseen circumstances including changes in weather and/or turf conditions.</p> <p>Any such changes effecting the scope or price shall require a written modification to the contract executed by the Government Contracting Officer. Except as this contract may otherwise provide, if the Government's requirements result in changes to the application schedule and/or estimated quantities stated in the contract, that fact shall not constitute the basis for an equitable price adjustment.</p>		

A.4.11 LAWN MAINTENANCE -- AERATION**A. NCA STANDARDS**

1. Visually prominent areas have a well-established, healthy stand of turf.
2. Turf areas have adequate drainage.

B. SCOPE

1. Soil compacted by heavy foot or vehicle traffic shall be relieved by aeration to improve air, water, and nutrient penetration into the turf grass canopy and root zone. The procedure is necessary to open the soil to allow penetration of soil amendments.
2. Core aeration uses specialized equipment to remove numerous soil cores (from 3 to 6 inches long) as it passes across the turf grass surface. The cores are to be removed from the site or left on the turf grass surface as directed by the COR. Drum/roller-type aerators may be used, but if core plugs are less than 4 inches long, a mechanized piston type aerator will be required. **Soil must not be too dry or the cores will not be extracted.**
3. The turf (both irrigated and non-irrigated) are to be aerated in the spring, as provided in the "Turf Application Schedule".

C. PROCEDURE

1. **Preparation:** Flag sprinkler heads, control markers, valve boxes and other appurtenances which are not readily visible. Do not damage surrounding vegetation or structures, including but not limited to, sprinkler heads, vases, valve boxes, control markers, etc.
2. **Core Aeration:** Use core aeration equipment to extract minimum 3-inch and maximum 6-inch core plugs at not less than 6-inch square spacing over all cemetery turf.

A.4.12 LAWN MAINTENANCE – MOWING AND REMOVAL OF DEBRIS & GRASS CLIPPINGS(a) SCOPE:

The Contractor shall be responsible for mowing and removal of debris and grass all clippings within the cemetery boundaries. Turf will be mowed weekly beginning March 1st through November 30th with each mowing cycle being completed within one week. The cemetery turf encompasses approximately six (6) acres of lawn area.

(b) NCA STANDARDS:

Standard 2.1c: 95% of turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type of turf and region.

(c) PROCEDURES:

- (i) Equipment: The Contractor shall use rear-discharge mowers only. Riding mowers may be used if they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces.
- (ii) Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. The height of grass is what is measured to get the correct cutting height. The cutting height of all mowing equipment shall be set to maintain a turf height at two (2) inches. At no time, shall more than one and a half inches (1.5") of new growth be removed during any single mowing.
- (iii) Mowing: The Contractor shall maintain all turf areas consistently at a turf height of three inches throughout the growing season unless otherwise directed by the COR. Mowing shall be accomplished on a weekly cycle (or as otherwise directed by the COR) to meet this standard. If grass clippings are evident, the Contractor shall remove and dispose of the clippings at no extra cost to the Government.

- (iv) Turf: During general mowing operations, the Contractor shall take extreme care and caution to avoid and prevent unnecessary damage (i.e., scalping of turf, uneven mowing, excessive build-up of clippings, creation of divots, etc). Contractor may be held liable for repair or replacement of any damaged turf due to negligence. The Contractor shall mow, edge, and trim all grass within the cemetery and outside perimeter enclosure walls as specified by the COR.
- (v) Memorial & Veterans Day Ceremonies: Unless otherwise requested by the COR, mowing of cemetery grounds shall be completed within three (3) days prior to the Memorial Day Weekend and Veterans Day.
- (vi) Any clippings deposited on roadways or other non-turf grass areas shall be removed the same day as the mowing event that produced them. Any clippings deposited on sidewalks or at public visitor areas including at the Committal Shelter areas shall be removed at same time mowing work is occurring.
- (vii) Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear providing a cleaner cut. Contractor shall clean all mowing and trimming equipment before unloading at the cemetery. This shall minimize the possibilities of weed contaminates to cemetery turf from outside mowing areas. The contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc while performing mowing services.
- (viii) The Contractor shall remove and replace all floral or commemorative items, etc. to their proper place while performing mowing services. The Contractor shall repair or replace all damaged items caused by the contractor at no additional cost to the cemetery as directed by the COR.
- (ix) New sod shall be present at all newly buried gravesites, second interment gravesites, and repaired gravesite locations. All mowing around trees shall be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf. Contractor shall vary wheel-width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.
- (x) Turf in burial and public areas should be maintained at a height within one inch range of that which is professionally recommended for the recommended grass type for that geographic region. Optimally, the height should be no more than half an inch above that range. The mowing height of the turf grass will be set at two (2) inches.

- (xi) The walkways (inside and out), flagpole bases, interment area, and roads shall be cleaned of any grass clippings and leaves after mowing, weed eating, edging, and trimming.

A.4.13 TRIMMING: HEADSTONES, TREES, CURB & FENCE LINES

- (a) SCOPE: Contractor shall furnish all supervision, labor, equipment, tools, and materials necessary for the provision of trimming, edging services at Wilmington National Cemetery. Required services include the following:
 - (i) Trimming around upright headstones, flat markers, along curb and fence lines, around trees and tree rings and around any other upright structures. Trimming will be completed in conjunction with each mowing cycle.
- (b) NCA STANDARDS:
 - (i) Standard 2.6: Visually prominent areas in the cemetery are properly trimmed and edged.
 - (ii) Requirement 2.6a: The turf surrounding the upright headstone or flat marker is trimmed to its recommended height.
 - (iii) Requirement 2.6b: Flat markers show turf trimmed vertically even with the marker and free of trimming debris.
 - (iv) Requirement 2.6c: Other features on cemetery grounds are trimmed or edged within appropriate limits.
- (c) UPRIGHT HEADSTONES
 - (i) The Contractor shall use nylon string trimmers that do not damage headstones or grave makers. Trimming around upright headstones will begin in conjunction with mowing operations once turf comes out of winter dormancy and begins active growth and will cease in late fall once turf has stopped active growth for the season.
 - (ii) Grass shall be trimmed and consistently maintained at a height that is the same as the surrounding turf grass around the perimeter of each upright headstone (approximately three inches). The trim extends approximately 12 inches from the headstone. The extended trim area will also include a 5'.0" band between the upright headstones across the width of the row.

(d) FLAT GRAVE MARKERS

Trimming around flat grave markers will also begin in conjunction with trimming of upright headstones. Trimming of flat markers will be accomplished and consistently maintained as follows:

- (i) The Contractor shall use commercially acceptable mechanical trimming equipment with nylon string. There will be no damage to any flat grave/marble markers or items requiring maintenance under this contract.
- (ii) Flat grave markers will be trimmed and consistently maintained so that the grass is 2½ inches above the top surfaces of the flat marker (grass will not be scalped). The Contractor shall trim turf at a minimum of 90 degrees (perpendicular to the base/marker) for flat grave markers to remove all grass/vegetation that is growing around or over the entire perimeter of the marker/base.
- (iii) For markers that have sunk below the thatch level of existing turf, the Contractor shall avoid scalping the turf and exposing the soil and the 90-degree (perpendicular) cut may be extended to, but will not exceed, 135 degrees away from the base.

(e) TREES, CURB LINES & FENCE LINES

Trimming around trees, curb-lines and fence-lines shall begin once turf growth begins for the season and will be performed in conjunction with trimming of upright and flat grave markers. Tree, curb & fence line trimming will be accomplished and consistently maintained as follows:

- (i) Trees: One (1) foot will be trimmed around the perimeter of all trees.
- (ii) Curb-lines: A distance one (1) foot will be trimmed along all curb lines.
- (iii) Fence-lines: One (1) foot will be trimmed on each side of fence lines (total: two (2) feet in width).

- (iv) Edging: All walks, plazas, and roadway curbs adjoining a turf area shall be cleanly edged and consistently maintained with power edgers (with blades) throughout the growing season. This is in addition to the standard trimming done throughout the year on turf extending over curbs, plazas, and walkways.

A.4.14 TREE, SHRUB, & PLANTING BED MAINTENANCE

(a) SCOPE:

- (i) Work consists of maintaining all large shade trees, ornamental flowering trees, shrubs, hedges, annual and perennial plants and planting beds visually attractive and free of any/all dead, broken and/or unsightly growth.
- (ii) Trees shall be kept free of sucker growth, waterspouts, broken/dead limbs, hanging branches, and any low hanging limbs/branches. All shrubs and hedges shall be trimmed and shaped as needed to keep them visually attractive without excessively pruning or scalping them. The Contractor shall be sure when pruning any shrubs or hedges to maintain a natural appearance of the plants being pruned and not a round “meatball” shape.
- (iii) Debris & Waste Removal: The Contractor is responsible for the proper removal and disposal of all debris and waste resulting from all cutting, pruning and trimming work activities. All pruning / trimming cuts, tree limbs, dead branches, bush / shrub / hedge clippings and other debris shall be removed from cemetery grounds the same day the work is performed and be properly disposed of.

(b) NCA STANDARDS:

- (i) Standard 3.4: Ornamental trees and shrubs are maintained so that they enhance and do not detract from the appearance of public areas.
- (ii) Standard 3.5: Ornamental trees and shrubs are pruned in a manner that ensures they do not pose a hazard to staff and visitors.

(iii) Standard 6.1: Cemetery planting beds are well maintained and attractive.

(c) PROCEDURES:

Pruning, cutting, trimming and shaping of trees shall be accomplished in accordance with the following:

- (i) All pruning tools shall be kept sharp and properly functioning. Pruning cuts shall be made in accordance with ANSI A300 Standards.
- (ii) The Contractor shall regularly monitor the cemetery tree population for regular deadwood and pruning that may be needed to keep the trees healthy and aesthetically attractive. This includes low hanging branches that may obstruct roadways or walkways, any dead, broken or hanging branches that may become hazardous to visitors or employees and the removal of water sprouts or sucker growth on trees. Any large scale tree removal or pruning that requires either climbing with saddle and rope or access with bucket truck shall be done under the guidance and supervision of an ISA certified arborist.
- (iii) During any tree pruning, the Contractor is to be aware of maintaining the trees natural shape and appearance and should not remove any unnecessary parts (leaders, branches, etc.) of the tree.
- (iv) In lifting the bottom branches of trees for under clearance which should be about fifteen (15) feet, care should be given to symmetrical appearance, and cuts should not be made so large that they shall prevent normal sap flow. Trim the tree high enough to allow sunlight to penetrate the trunk sometime during the day.
- (v) The Contract is responsible for reporting dead, diseased or insect infested trees or shrubs to the COR within 48 hours of discovery.

(d) PROCEDURES:

Planting beds, hedges and shrubs shall be maintained in accordance with the following:

- (i) All planting beds and tree rings shall have a fresh (2) two inch coating of shredded hardwood mulch uniformly applied to them in May. The Contractor shall be responsible to provide the mulch and will coordinate with the COR to make sure the mulch matches the current mulch in all planting beds. Planting beds shall also have a pre-emergent granular weed control applied to them twice per year. The product to be used shall be Snapshot Granular TG applied at the recommended label rate. The first application shall be in mid April before hardwood mulch is applied and the second application scheduled in early September.
- (ii) Planting beds shall be kept attractive and free of weeds. Any cultivation shall be generally shallow to avoid any damage to the roots. Dead or dying plant material shall be reported to the COR. Replacement plants, if needed, shall be furnished by the COR and planted by the Contractor.
- (iii) Hedges and shrubs shall 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.
- (iv) Hedges and shrubs shall be kept free of dead branches, leaves, and all weed growth. Cemetery planting beds shall be regularly monitored by the Contractor for any weed growth that needs to be removed. These weeds shall be hand pulled with their root system being removed from planting beds daily if required.
- (v) Utility Lines Compliance: Where pruning / stump grinding / tree removal conflicts with existing utility service lines (above or below ground), cemetery personnel and the appropriate utility company shall be notified by the Contractor. The Contractor shall obtain all necessary permits and cooperate with the utility company to avoid any damage or liability.

A.4.15 TRASH, DEBRIS & LEAF REMOVAL

(a) SCOPE:

- (i) Work consists of collecting and removing all trash from cemetery trash receptacles, removing dead or unsightly flowers, tree limbs / branches / twigs, dead / fallen leaves, as well as any other debris within the cemetery grounds and along the cemetery fence line.

- (ii) Regular floral pick-ups shall take place at the cemetery on dates specified in the cemetery Floral Regulations Handout. A copy of the handout shall be provided to the Contractor.

(b) NCA STANDARDS:

- (i) Standard (2.3): All turf is free of debris (i.e., leaves, fallen branches and trash).
- (ii) Standard (7.2): Trash is collected, disposed of and does not detract from cemetery appearance.

(c) PROCEDURES:

- (i) All trash, debris, leaves (**including all leaves to be removed during the fall and early winter**) contents of trash cans, dead or unsightly flowers and fallen tree limbs shall be removed from the Wilmington National Cemetery daily. All grave decorations shall be removed per the cemetery floral regulations.
- (ii) Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- (iii) All walkways, roads, and parking areas shall be kept free of debris by either sweeping or blowing.
- (iv) Storm Clean-Up (wind, rain, hail, snow, ice, etc): Cemetery should be checked and cleaned up next working day following the storm unless the extent of the storm prompts municipal, state or federal authorities to declare state of emergency. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.
- (v) Leaf and tree debris collection and removal shall be accomplished daily as needed. All fallen leaves (including those during the fall months) and tree debris must be removed daily, except when delayed by the onset of severe weather conditions (Snow and Ice). Excessive leaf debris during the fall months will not be mulched into the turf to prevent an excessive layer of leaf debris and thatch buildup in the turf grass, but will be removed by backpack style blower or a walk behind push type machine from the turf and along cemetery fence lines onto the roadways and then collected and properly disposed of from the cemetery grounds and the immediate area outside the cemetery.

- (vi) The Contractor shall inspect all areas of the cemetery during this period and ensure that there is no accumulation of debris in any area.

A.4.16 SNOW & ICE REMOVAL

(a) SCOPE:

- (i) Work consists of removal of snow and ice from the cemetery driveway, all walkways on the cemetery grounds, and all steps / entrances to buildings, structures, and interment shelters, city sidewalks surrounding the cemetery site, and areas outside the cemetery walls as designated by the COR.
- (ii) In the event of an interment during the snow season, the Contractor shall be responsible for clearing passages from the roadway to the gravesite.

(b) REQUIREMENTS:

- (i) Snow removal shall be accomplished by using a plow attached to a tractor or a self-propelled unit, snow blower or shovel. Tractors and self-propelled units are restricted to paved areas. Snow and ice removal operations must begin by 8:00 a.m. or sooner seven (7) days a week.
- (ii) Ice removal shall be accomplished by applying a deicer. This chemical must be of the type that shall not stain or damage carpeting, flooring, turf, shrubbery, trees, walkways and driveways. Calcium chloride will be used on all sidewalks, steps and building entrances with rock salt to be used on all asphalt roadways and raos surfaces.

- (iii) Contractor shall take precautions to prevent damage to buildings, roadways, sidewalks, curbing, trees, headstones and markers by equipment used to remove snow and ice. Contractor is responsible for repairing any damage caused by equipment in the performance of snow and ice removal.

A.4.17 MEMORIAL DAY CEREMONY

(a) SCOPE:

Work consists of preparing the cemetery for Memorial & Veterans Day Ceremonies.

(b) REQUIREMENTS:

- (i) The United States of America Flag shall be placed at full-staff from 8:00am to 5:00pm, seven (7) days a week.
- (ii) On Memorial Day, the United States of America Flag shall be flown at half-staff until 12:00pm (Noon). At this time the United States of America Flag shall be raised to full-staff until 7:00pm, if it is not illuminated.
- (iii) The United States of America Flag shall not be flown at half-staff except for occasions prescribed above or when directed by the COR.
- (iv) Flag decorations for Memorial Day services including the Avenue of Flags, are provided by the National Cemetery Administration. While in the performance of his/her duties, the Contractor is responsible to ensure that the Flags are not damaged, disturbed or removed while being installed for display. Avenue of Flags will be in place by 8:00am on Memorial Day and removed the following day or as soon as weather permits.
- (v) The Contractor shall place a small flag on each gravesite not more than three days prior to Memorial Day (Boy Scouts and other volunteer organizations may assist the contractor with flag placement). All flags will be removed on the first workday following Memorial Day, weather permitting. Flags will be counted by the Contractor and bundled in bundles of ten (10) and placed back in storage. The Government will furnish all flags and storage space for the flags.

- (vi) The Contractor shall set up equipment to include public announcement system, chairs, cones, and other items needed for all services for Memorial & Veterans Day. COR will determine the time frame for this to begin and be completed.

A.5 JANITORIAL SERVICES

- (a) All contractual services shall be performed in accordance with NCA Standards 1.1 (a-b) & 1.2: Janitorial Services shall include cleaning, sanitizing and maintaining all public restrooms, maintenance building, cemetery lodge and interment shelter at the Wilmington National Cemetery. Public restrooms shall be clean, functional, sanitary, and appropriately supplied (e.g., soap, paper towels/hand-dryer, and toilet paper) and are accessible. All cemetery restrooms will be cleaned daily and supplied in accordance with a Restroom Checklist. Cleaning of public restrooms shall include use of environmentally friendly ("Green") janitorial cleaning products.

A.5.1 SCOPE OF SERVICES

The Contractor shall furnish all personnel, supervision, transportation, equipment and supplies necessary to perform complete Janitorial Services at the Wilmington National Cemetery. Performance consists of daily, monthly, semi-annually and as needed cleaning services of Public Restroom areas. All work shall be performed during normal cemetery hours of operation (Monday thru Friday – 8:00am – 4:30pm), holidays excluded. Public restrooms shall be cleaned as follows:

Contractor Furnished Supplies: The Contractor shall furnish Restroom areas with sufficient supplies to ensure they do not run out. Extra backup supplies will be provided. The Contractor is responsible for furnishing the following supply items:

- ☐ Hand Soap for Restrooms and Kitchen Areas
- ☐ Toilet Paper (2 ply) for Restrooms
- ☐ Paper Hand Towels (2 ply) tri-fold for Restrooms
- ☐ Paper Hand Towels (2 ply) tri-fold for Kitchen Area
- ☐ Wastebasket Liners for all Building Waste Receptacles
- ☐ Cleaning Solutions
- ☐ Germicides & Disinfectants
- ☐ Automatic Air Sanitizers

(a) **Daily Cleaning (Monday thru Friday):**

- Clean and Sanitize Floors, Sinks & Toilets / Urinals with Germicide Disinfectant.
- Clean & Polish all Glass, Mirrored and Stainless Steel and all Countertop Surfaces with Appropriate Cleansers.
- Empty, Clean, Sanitize & Line all Waste Cans in Public Restrooms.
- Sweep the outside entrance areas to men's and women's restrooms.
- Clean restrooms to include: walls, partitions, floors, sinks and toilets/urinals with germicide disinfectant.
- Pour all mop and/or cleaning water down the floor drains. Sink shall not be used as a drain. Clean and seal the floor drains.

(b) **As Needed Cleaning & Supply Replenishment:** Public restrooms will be inspected daily – Monday thru Friday. Areas shall cleaned / and soap, paper towels/hand-dryer and toilet paper replenished/restocked as necessary.

- Fill Soap, Toilet Paper & Paper Towel Dispensers (Leave 3 Extra Toilet Paper Rolls in Each Restroom).
- Clean Walls and Partitions with Germicide Disinfectant.
- Clean Door Handles & Push Plates on Doors.
- Clean, Polish & Sanitize Drinking Fountain at Entrance to Public Restrooms.
- Refill commercial/industrial air fresheners.

(c) **General Restroom Cleaning Requirements**

- Sweep / vacuum and wet mop all floor surfaces (moving waste cans, mats, etc.) and remove dirt, grime and stains.
- Dust and spot clean doors, doorframes, walls and partitions, ensuring all corners are free of dust and cobwebs.
- Dust and spot clean all window ledges, windowsills and baseboards.
- Clean restrooms with germicide disinfectant to include toilets/urinals, sinks, partitions, floors, walls.
- Clean and polish all glass, mirrored and stainless steel areas with appropriate cleansers.
- Furnish and fill all commercial / industrial air fresheners, soap dispensers, paper towels and toilet paper.
- Pour all mop and/or cleaning water down the designated floor drains. Sink shall not be used as a drain. Clean and seal floor drains.
- Sweep outside entrance area of public restroom building ensuring area is free of debris.
- Empty, clean and line all waste cans, including trash receptacles inside and outside building entrances.
- Clean and polish light switches, door handles and push plates.

- Clean (vacuum or dust) vents, louvers, light fixtures, blinds, and windowsills as applicable.
- Dust and polish all surfaces and countertops.
- Contractor shall provide all safety warning devices / signage at worksite to eliminate all hazards to visitors and cemetery employees.
- All debris resulting from cemetery janitorial services shall be disposed of (off-site) by Contractor. Dumpster placement areas are not available at Wilmington National Cemetery.
- The Contractor and Contractor's Employees shall follow the cemetery smoking policy. Policy is available from COR.
- The Contractor is responsible for the collection, removal and off-site disposal of trash & debris with each scheduled janitorial visit.
- The Contractor shall be responsible for any damage to Government and/or personal property. All damage by the Contractor shall be repaired or replaced by the Contractor at no additional cost to the Government.

(c) **Monthly Cleaning:**

- Dust, Clean all Blinds and Wall Vents.
- Dust, Clean All Lights.
- Clean Interior / Exterior windows with appropriate cleanser.

(d) **Semi-Annual Floor Cleaning:** Strip, steam/pressure clean (or other appropriate cleaning method) & seal all tile floors in public restrooms building.

A.6 ON-CALL / EMERGENCY STORM DAMAGE & STUMP REMOVAL SERVICES

- (a) The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR or designee. The point-of-contact shall be available on a 24-hour basis during weekends, Federal Holidays and after normal business hours of operation. The Contractor shall provide telephone, pager and cell phone numbers for emergency and after hour's situations.
- (b) Emergency Service Requests may include (but are not limited to) complete tree removal / stump grinding, pruning / removal of damaged tree limbs and branches, general clean-up of debris as a result of storm, wind and/or lightening damage, or any other occurrence of damage beyond the reasonable control of the cemetery (i.e., fires, floods, unusually severe weather, etc.).

- (c) Contractor shall respond to all Emergency Service Requests within eight (8) hours of the initial call. Work shall be accomplished within twenty-four (24) hours of the initial request or as expeditiously as circumstances permit. Emergency requests shall warrant a more rapid than routine response to ensure timely corrective action and to address any safety issues that may jeopardize employee or pedestrian safety. The Contractor shall keep the COR fully informed of work progress and status of all emergencies.
- (d) Procedures: Upon identification of an emergency storm damage situation, the Contractor shall immediately assess the damage and submit a written proposal to the COR estimating the amount of time (hours) necessary to accomplish the work involved. The Contractor's proposal shall be approved in writing by the COR prior to commencement of work. All emergency work and services shall be performed at the fixed hourly rate indicated in the "On-call Emergency Service" Price Schedule. Services shall be billed in 1/4 (one-quarter) hour increments. VA National Cemetery reserves the right to purchase emergency services from sources other than the Contractor when determined to be in the best interest of the Government.
- (e) Tree Removal / Stump Grinding: Where emergency circumstances warrant the complete removal of a tree(s), removal shall be accomplished under the instruction and guidance of a Certified Arborist provided by the Contractor. Procedures for Stump Grinding are as follows:
 - (i) All trees shall be topped prior to falling and all limbs over 3 ½" in diameter must be lowered to the ground by ropes. The stumps are to be ground to a maximum of 8" below soil level, or to the lateral roots, if reached before the specific depth.
 - (ii) The Contractor shall not grind stumps to the depth that would interfere with the roots of any adjacent tree(s) the Government intends to retain. The cavity of the stump is to be filled with topsoil and tamped to meet the existing grade.
 - (iii) All wood chip particles and debris from the tree removal shall be cleaned up thoroughly and removed from the cemetery. The Contractor shall take every precaution to prevent any falling branches or trees from damaging any headstones, adjacent plant material or structures.
 - (iv) All stumps shall be removed using stump-grinding equipment. Stumps and all surface roots shall be ground to at least 8" below the soil surface and all ground stump/root wood shall be removed. The hole shall be filled with topsoil, compacted, and then seeded. All chips and debris from stump removal shall be taken off-site the same day the work is performed and shall be properly disposed of.

A.8 USE OF CEMETERY FACILITIES

- (a) The Government shall not be responsible for any loss, damage, or theft of contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by contractor's employees.
- (b) The Government will provide limited storage, shop area and utilities. Space offered will be in "as-is" condition. Prior to making any modifications or alterations to the space, Contractor shall obtain written approval from the COR. Any such modifications or alterations shall be at the expense of the Contractor. Upon completion of the contract, the facility shall be returned to the government in the same condition as received at the expense of the Contractor, except for reasonable wear and tear.
- (c) The Government shall not provide the Contractor with any fuel storage, equipment or telephones. If available, electric and gas utilities at the designated work and storage areas will be provided for purposes of contract performance only. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.
- (d) The Contractor is responsible for safely handling and disposition of all fluids, oil, cleaning solutions, used parts, etc. in accordance with manufacturers recommendations.
- (e) Contractor employees may park privately owned vehicles in the area designated for parking by the COR.
- (f) The lodge is off limits except for necessary work such as snow, ice, and other debris removal.

A.9 OPERATIONS AND STORAGE AREAS

- (a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or designee. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature resulting from the Contractor's performance and/or negligence. It is understood that the VA shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.

- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its own expense upon completion of the contract.
- (c) The Contractor shall, under regulations prescribed by the COR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or designee.

When materials are transported in performance of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

- (d) The COR will designate working space and space available for storing materials. All working space and storage space must be approved by the COR prior to its use.
- (e) Contract personnel are subject to the Cemetery rules of conduct. In addition to items listed elsewhere in this contract, the Contractor is responsible for ensuring that no contract work causes 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.
- (f) Contractor shall execute work in such a manner as to interfere as little as possible with work being done by other contractors. Keep roads clear of materials, debris, standing equipment and vehicles at all times. Materials and equipment shall not be stored in other than assigned areas.

A.9.1 UTILITIES SERVICES

- (a) No utility services such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of the COR.
- (b) Contractor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.

- (c) Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of Cemetery. Interruption time approved by the cemetery may occur at other than Contractor's normal working hours.
- (d) To minimize interference of daily operational activities with flow of Cemetery traffic, the Contractor is to keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris and standing equipment and vehicles. At least one lane must be open to traffic at all times.

A.9.2 PROTECTION OF EXISTING VEGETATION, GRASS, STRUCTURES, EQUIPMENT, UTILITIES & IMPROVEMENTS

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) within Wilmington National Cemetery, which is not to be removed and which does not interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the COR, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance or by the careless operation of equipment by workmen, the Contractor shall trim those limbs or branches with a clean cut, remove, and properly dispose of from the site as defined herein.
- (b) 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 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.

A.9.3 RESTORATION

- (a) Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, shall not disturb any water, steam, gas, or electric services without prior approval of the COR or designee. Existing work to be altered or extended that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.

- (b) Upon completion of contract, existing work (lawns, paving, roads, walks, buildings, utilities, facilities, etc.) disturbed, removed or damaged as a result of performing required services, shall be patched, repaired, reinstalled, or replaced as determined necessary by the COR. Lawns, paving, roads, walks, buildings, utilities, facilities, etc. shall be repaired / refinished and left in as good condition as existed before contract commencement. All restoration work shall be accomplished without undue delay and jointly inspected by the COR and Contractor thirty (30) days prior to contract completion.
- (c) The Contractor, at its own expense, shall immediately restore to service and repair any damage caused by Contractor's workmen/sub-contractors to existing piping, conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone - if applicable), to the work performed under this agreement, which are not scheduled for discontinuance or abandonment.

A.10 CONTRACT MANAGEMENT

- (a) Representatives of the Contracting Officer: The VA Contracting Officer shall 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 shall be in writing and shall 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. 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.
- (c) All administrative contract functions are the responsibility of the VA Contracting Officer. 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.

- (d) Site Manager: The Contractor shall provide an English speaking "Site Manager" who shall be on-site at all times during contract performance. The Site Manager shall 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 shall 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 strongly encouraged. 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 shall 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.
- (g) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract shall require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as COR.

A.11 INSPECTION & MONITORING PROCEDURES

- (a) A record keeping system of Contractor work performance shall be established and implemented by the VA COR for the services involved. The COR will inspect all work performed and submitted by the Contractor for acceptance. The Government reserves the right to reject any work that does not meet contract specifications. Work rejected by the COR will be re-performed without cost to the Government.

- (b) Weekly Progress Report: On a weekly basis, the Contractor shall provide a written progress report to the COR of all work completed at Wilmington National Cemetery (see **Attachment - C**). If there are problems or issues adversely affecting progress of the contract, a detailed explanation shall be indicated on the report.
- (c) Payment: The Contractor shall submit a monthly invoice in arrears for all services rendered. Prior to certification of payment, invoices shall be verified by the COR for accuracy against all Weekly Progress Reports submitted by the Contractor for the billing period.
- (d) Federal Holidays: All work required under this contract shall be performed during normal cemetery hours of operation. With the exception of Memorial Day and Veterans Day, work is normally not conducted on Federal holidays. The following is a list of all Federal holidays:
- | | |
|--------------------------------------|-------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

A.12 CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather - other than prolonged snow cover, shall not be considered an excusable delay in meeting specifications. The government expects the Contractor to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines.
- (b) The Contractor is 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 and other cemetery structures or property damaged because of actions by the Contractor and/or its personnel.

- (c) Cooperation with other Contractors: 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 other Contractors and with Government employees.
- (d) More than one Contractor may have access to storage areas designated by the COR. The government is not responsible for any costs associate with repairing or replacing Contractor(s) property while on cemetery property.
- (e) The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf areas except as provided in this contract or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor regardless of weather conditions, and at no additional cost to the government.
- (f) The Contractor shall provide adequate safety warning devices, barricades and cover boards, etc., at all work sites to eliminate hazards from public visitors and cemetery employees at no cost to the government.
- (g) At the end of each day, the Contractor shall remove all debris from the cemetery site. At all times rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. The government shall not provide receptacles for the disposal of debris related to this contract.
- (h) The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor is responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of New York.
- (i) Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This shall be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

A.13 STANDARDS OF EMPLOYEE CONDUCT

Contractor and Contractor personnel are 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. Section 218. Contractor and Contractor Personnel --

- (a) Shall be fully clothed at all times, 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 as outer garments are prohibited. Shoes/boots shall have no holes or loose soles. Steel-toed shoes shall be required in accordance with OSHA. Contractor employees shall maintain personal hygiene.
- (b) Shall not engage in loud or boisterous behavior or use profane or abusive language and show proper reverence during committal service.
- (c) Shall not eat or drink beverages except water or non-alcoholic drinks while in the work area or in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
- (d) Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.
- (e) SMOKING is not permitted in any buildings with the Wilmington National Cemetery. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area.
- (f) Use of Cemetery Facilities: The Government shall not be responsible for any loss, damage, or theft of Contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by Contractor's employees.
- (g) Space: Based on availability of space, and at the discretion of the COR, a limited storage area may be provided. Space offered shall be in "as-is" condition. Prior to making any modifications or alterations to the space, Contractor shall obtain written approval from the COR. Any such modifications or alterations shall be at the expense of the Contractor. Upon completion of the contract, the

facility shall be returned to the government in the same condition as received at the expense of the Contractor, except for reasonable wear and tear.

- (h) The Government shall not provide the Contractor with any fuel storage, equipment or telephones. If available, electric and/or utilities at the designated work and storage areas may be provided for purposes of contract performance only. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.
- (i) The Contractor is responsible for safely handling any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- (j) If space is provided, only the Contractor's equipment, supplies and property necessary to perform work under this contract shall be stored at the Contractor's designated storage area. No maintenance or repair of Contractor equipment shall be done on cemetery property without the COR's approval.
- (k) Dignity Clause: Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledge the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.

Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.

A.14 SUPERVISION & TRAINING

- (a) The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required.
- (b) 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.
- (c) The Contractor is responsible for safety / precaution training of Contractor employees performing work under the contract. 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.

A.15 CONTRACT DISCREPANCY REPORT (CDR)**CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES:****(a) Contract Discrepancy Report (CDR) See attachment A.**

- i. For serious contract performance deficiencies, or when less formal communications fail to resolve minor performance deficiencies, the COR will issue a Contract Discrepancy Report (CDR) to the Contractor. The criticality of the offense(s) will govern whether to issue the CDR immediately or at the end of the monthly invoicing period.
- ii. The CDR will require the Contractor to respond in writing why the performance was unacceptable, what corrective actions have been/will be taken to fix the discrepancy, and how avoidance of a recurring problem will be prevented in the future.
- iii. If the Contractor does not achieve satisfactory performance by correcting the discrepancy identified in the CDR by the end of the next period or agreed suspense date, further actions may be considered by the Contracting Officer, to include a determination on whether continued performance by the contractor is feasible.
- iv. The contractor shall be held to the full performance of the contract. The COR will not approve the payment of invoices for items which were not completed in compliance with the specifications outlined in this Statement of Work.
- v. When a CDR is issued for a service, the Contracting Officer and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".
- vi. The COR will consult the Contracting Officer prior to submission of CDRs and also include the Contracting Officer on all correspondence pertaining to the CDR until the discrepancy is resolved
- vii. If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, the COR will forward a written notice to the responsible organizational element requesting corrective action be taken.

ATTACHMENT –A

CONTRACT DISCREPANCY REPORT		
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.) <hr/> <hr/> <hr/> <hr/> <hr/>		
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.) <hr/> <hr/> <hr/> <hr/>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.) <hr/> <hr/> <hr/>				
12. Government Actions: (Reduced payment, cure notice, show cause, other) <hr/> <hr/> <hr/>				
13. Close Out				
	Name	Title	Signature	Date

Contractor				
Notified				
b. COR				
c. CO				

ATTACHMENT – B

Initial Headstone / Marker Raise & Realign Survey

Station Number: _____

Date: _____

Cemetery: _____

Cemetery Director: _____

Contracting Officers Representative: _____

Instructions: The Contracting Officer's Representative (COR) / Cemetery Director / Cemetery Foreman / Work Leader / designee MUST conduct an initial survey of ALL headstones/markers included in the scope of work (SOW) before any work is performed. The COR / Cemetery Director / Cemetery Foreman / Cemetery Work Leader / designee will use the Burial Register Report and the Gravesite Layout Map(s) for the initial survey.

Discrepancy/Issue Identified: Y/N _____ Date: _____

All discrepancies/issues resolved Y/N _____ Date: _____

I certify that the Initial Headstone/Marker verification survey was completed by the COR/Cemetery Director/Foreman or Work Leader/designee. The Burial Register Report and the Gravesite Layout Map for the cemetery and sections listed in the SOW were used to complete the survey.

COR/Director/Foreman/Work Leader/designee Signature: _____

Date: _____

Prior to the completion of the workday, a Daily Headstone/Marker R&R Verification Survey MUST be completed by the COR / Cemetery Director / Cemetery Foreman / Work Leader / designee utilizing the same Burial Register Report and Gravesite Layout Map as used in the initial survey for ALL completed work.

ATTACHMENT – B.1

Daily Headstone / Marker Raise & Realign Verification Survey

Station Number: _____

Date: _____

Cemetery: _____

Cemetery Director: _____

COR: _____

Instructions: Prior to the completion of the workday, the Cemetery Director / COR / Foreman / Work Leader/designee MUST perform a re-verification survey for ALL completed work of headstones/markers included in the scope of work. The Cemetery Director/COR/Foreman/Work Leader/designee will use the original Burial Register Report and Gravesite Layout Map used for the Initial Verification Survey.

List Sections and Headstones/Markers R&R: _____

List discrepancy/issue: _____

All discrepancies/issues resolved: Y/N _____

Cemetery Director/COR/Foreman/ Work Leader/designee informed NAD Director and

Contracting Officer of all unresolved discrepancies/issues: Y/N _____

By signing below, I certify the Headstone/Marker re-verification survey was completed.

Daily Headstone Verification:

Date: _____

Time Completed: _____

COR/Director/Foreman/Work Leader/designee Signature: _____

ATTACHMENT - C

WORK SUMMARY & PROGRESS REPORT	<i>Period Covered:</i>	From: _____	To: _____
Cemetery Location: WILMINGTON NATIONAL CEMETERY	Contractor: _____ _____ _____ _____ _____		
<u>Project Title:</u> Cemetery Grounds Maintenance Services			
<u>Contract No:</u> _____			
<p><u>Inspection / Acceptance.</u> 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> <ol style="list-style-type: none"> 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. 			

ATTACHMENT – C continue

Work Completed & Submitted for Acceptance*(This form is not to be used as an Invoice)*

001	Turf Mowing & Removal of Debris /Grass Clippings / Sweeping and/or blowing-off roads and walkways.	Total # sections mowed:	_____ / Ea.
		Cemetery section (s):	
002	Trimming of all headstones, trees, curbs and fence lines.	Total # sections trimmed	_____ / Ea.
		Cemetery section (s):	
003	Floral, Trash & Debris / Leaf Removal (Daily policing of cemetery grounds to include collection & removal of leaves (including during fall months), weeds in planting beds, small branches & twigs, debris / trash and emptying trash receptacles).	Total # sections cleaned:	_____ / Ea.
		Cemetery section (s):	
004	Deadwood Pruning / Removal of Cemetery Trees	Total # Trees Pruned / Removed	_____ / Ea.
		Cemetery section (s)	
005	Mulching, edging, of cemetery planting beds and pruning cemetery shrubs	Total Number of Beds Mulched / Edged	_____ / Ea.
		Cemetery section (s)	
006	Application of pre-emergent weed control / herbicide in cemetery planting beds	Number of Beds Treated	_____ / Ea.
		Cemetery section (s)	
007	Sodding / watering of newly dug graves	Total # of Graves Sodded	_____ / Ea.
		Cemetery section (s)	
008	Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas.	Total # of Snow Events	_____ / Ea.
016	Refill Sunken Graves	Total # of Graves Refilled	_____ / Ea.

		Cemetery section (s)	
--	--	----------------------	--

Interment Services

03	Grave Excavation & Backfilling: Casketed remains (2 nd interments).	Total # Interments Performed:	► _____ / Ea
		Cemetery Section(s):	
04	Grave Excavation & Backfilling: Cremated remains (2 nd interments).	Total # Interments Performed:	► _____ / Ea
		Cemetery Section(s):	

Headstone Maintenance

05	Clean Upright Headstones & Flat Markers (before Memorial & Veterans Day).	Total # Headstones Cleaned:	► _____ / Ea
		Cemetery Section(s):	
06	Set & Align New-Initial and New-Replacement Upright Headstones	# Upright H/S Set & Aligned:	► _____ / Ea
		Cemetery Section(s):	
07	Set & Align New-Initial and New-Replacement Flat Markers	# Flat Markers Set & Aligned:	► _____ / Ea
		Cemetery Section(s):	
08	Remove, Break-up & Dispose of Replacement Upright Headstones & Flat Markers	# H/S / Markers Destroyed & Disposed:	► _____ / Ea
09	Raise, Realign, Reset, Backfill & Clean existing standard Upright Headstones.	# Upright H/S Raised, Realigned, Reset:	► _____ / Ea
		Cemetery Section(s):	
10	Raise, Realign, Reset, Backfill & Clean existing standard Flat Markers	# Flat Markers Raised, Realigned, Reset:	► _____ / Ea
		Cemetery Section(s):	
11	Bump & Run (realignment of headstones that have shifted out of alignment)	# Upright H/S Realigned:	► _____ / Ea
		Cemetery Section(s):	
12	Refill Sunken Graves	# Refilled Sunken Graves:	► _____ / Ea
		Cemetery Section(s):	

ATTACHMENT – C continue

Lawn Maintenance, Turf Fertilization & Weed Control

13	<p>(Early January) – Contractor shall collect soil samples from cemetery (collected from three different locations within the cemetery) and submit to North Carolina State extension agency for soil analysis. A copy of the soil report will be provided to the COR and NAD Agronomist once received by the Contractor. Fertilizer application rates for the turf during the growing season will be based on the soil test results.</p>	Quantity / Unit:	► _____ / Job
		Date Completed:	
14	<p>Turf Application #1 (February 28th – March 3rd) – This is a suggested time frame only and Contractor shall monitor current weather conditions and soil temperatures to insure that soil temperatures are at the appropriate level for germination of crabgrass seed before application of herbicide.</p> <p>This application will be a pre-emergent control for annual weed grasses focusing mainly on crab grass and will be applied in granular form per manufacturers recommended label rate. The product to be used will be specified for safe use on centipede turf grass.</p>	Quantity / Unit:	► _____ / Job
		Date Completed:	
15	Aeration (Late April – Early May) Core	Quantity / Unit:	► _____ / Job

	aeration. Contractor shall perform core aeration to cemetery turf using specialized equipment to remove soil cores (from 3 to 6 inches long) as it passes across the turf grass surface. Soil cores may be left on the turf after aeration is completed.	Date Completed:	
16	This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report	Quantity / Unit:	► _____ / Job
		Date Completed:	
17	Turf Application #3 (June 15th -20th) – Grub Control Application / If Determined By The COR To Be Required. This application will be a granular treatment for the control of beetle grub larva applied at the manufacturers recommended label rate for warm season / centipede turf grass and will be applied to the entire turf acreage.	Quantity / Unit:	► _____ / Job
		Date Completed:	

18	<p>Turf Application #4 (June 28th – July 15th) as needed (Contractor shall monitor current temperatures and weather conditions to insure that application of broadleaf herbicide will not injure the turf grass due to excessive heat) – This application will be a post emergent control application for broadleaf weeds such as dandelion, clover and other broadleaf weeds applied in liquid form at manufacturers recommended label rate, using an approved herbicide for use on centipede turf grass. Also included will be a granular fertilizer using a fertilizer with an 8-0-24 N-P-K ratio with 2% iron. Application rate for fertilizer will be based on the results of the January soil test report received from the agricultural extension agency.</p>	Quantity / Unit:	_____ / Job
		Date Completed:	
19	<p>Turf Application #5 – (September 20th – October 5th) - This application will be a granular turf fertilization using a muriate of potash with a 0-0-60 ratio applied at 1.5 lbs. per 1000 sq. ft. and will be approved for use on centipede turf grass.</p>	Quantity / Unit:	_____ / Job
		Date Completed:	

ATTACHMENT – C continue

On-Call / Emergency Storm Damage & Stump Removal (See Section A.6)

20	Brief Description of Services Provided	Date Completed: _____	► _____ / Job

<i>Report below any circumstances which may have adversely affected work progress such as weather, turf conditions, strikes, delays by the Government, etc.</i>

ATTACHMENT D:
PESTICIDE APPLICATION DATA SHEET

	Date:	Applicator:	
APPLICATION SITE		Location:	
	Size of Treatment Area:	Plant Age and Condition:	
	Description (Turf, Bed etc.):	Soil Conditions:	
	Surrounding Sensitive Areas:		
	Previous Pesticides Used:		
PEST PROBLEM	Primary Pest:	Damage Observed:	
	Other Pests Present:	Location of Damage:	
	Beneficials Present:		
	Severity of Pest Problem:		
PESTICIDE(S) USED	Pesticide(s): Formulation:	Rate:	Total Amount Used:
	(1)		
	(2)		
	(3)		
	Adjuvants Type:	Amount:	Total Gallons of Diluted Spray Used:
	Surfactant Type:	Amount:	
APPLICATION	Date(s) of Application:	Weather Conditions	

			Temperature:	
	Equipment used:		Cloud Cover:	
			Wind Speed:	
	Equipment Calibrated By:		Wind Direction:	
			Rain:	
			Travel Speed:	
			Total Hours for Application:	
	Persons Notified or Spoken to Regarding Application:			
	(1)			
	(2)			
(3)				
FOLLOW UP	Effectiveness of Application:	Beneficials Present:	Pest Resurgence Noted:	
	Injury to Non-Target Plants or Surfaces:			
COMMENTS				
Signature & Date				

ATTACHMENT E

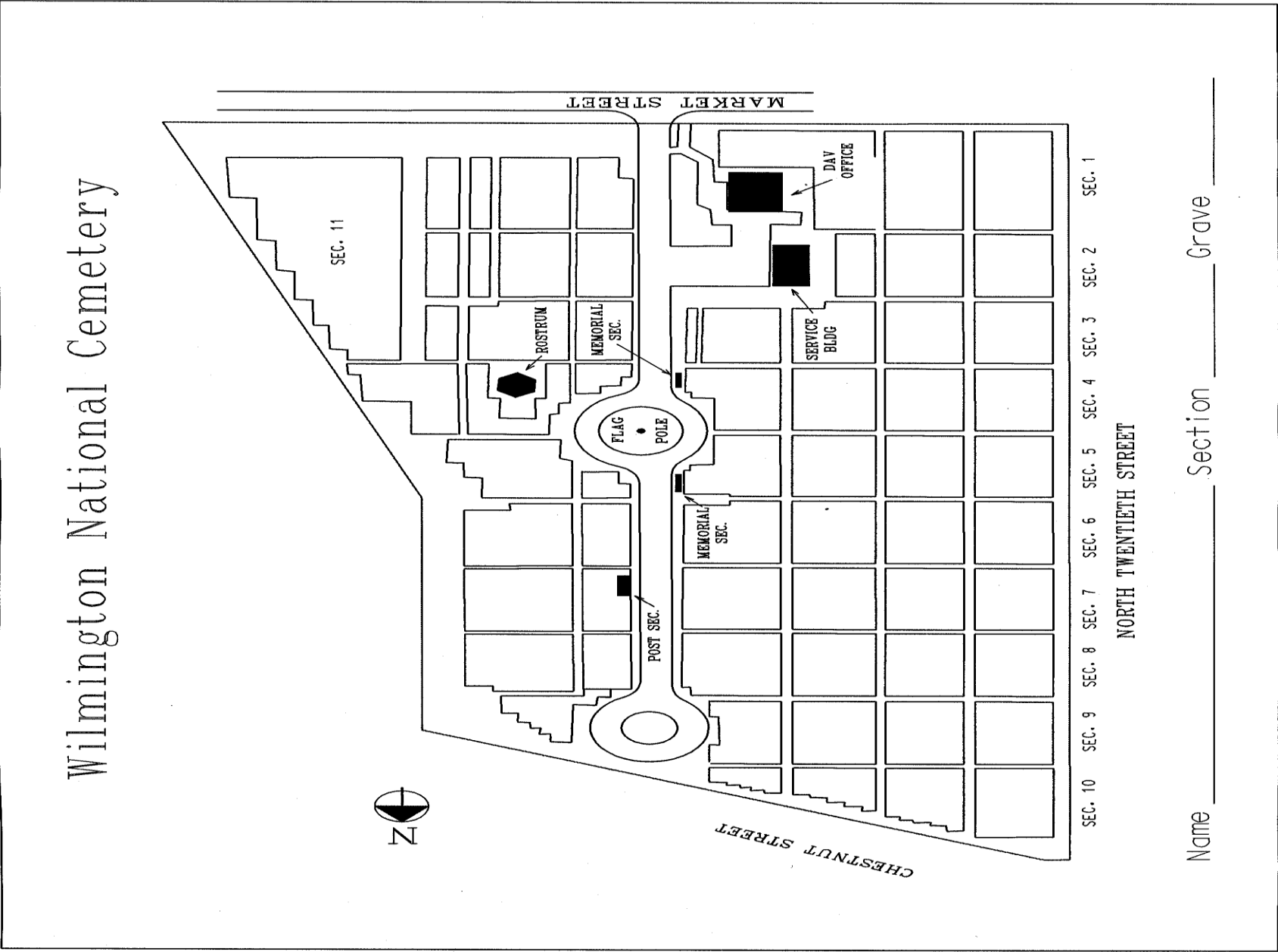
PEST INSPECTION SHEET

Rats, Mice, Rabbits, Gophers, Ground Squirrels, Raccoons, Fox, Snakes, Bees, Etc.

Location of Service: Wilmington National Cemetery

Date of Service: _____

NO.	CEMETERY SECTION	ID# OF NEAREST HEADSTONE	ANIMAL PEST TYPE	OLD OR NEW DAMAGE?	DATE OF DISCOVERY	CHEMICAL OR TRAP TREATMEN T	DATE OF TREATMENT	DATE OF TURF REPAIR	CONTRACTOR SIGNATURE	COMMENTS
1										
2										
3										
4										
5										
6										
7										
8										



(End of Statement of Work)

SECTION C - CONTRACT CLAUSES

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

(B) NOTICE.—

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

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

C.2 52.203-19 – Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

(a) Definitions. As used in this clause--

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

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

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

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing

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

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

(End of clause)

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (Deviation 2017-02) (JUNE 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 at fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

(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 shall 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; 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 shall be 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 shall be required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

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

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor shall 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 Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the

EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of Clause)

C.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

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

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

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

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

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

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

(3) For long-term contracts—

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this

contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

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

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

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 561730 assigned to contract number .

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

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have 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 following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT 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 2015
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-4	INSPECTION OF SERVICES -- FIXED-PRICE	AUG 1996
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-73	BRAND NAME OR EQUAL	JAN 2008
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984

(End of Clause)

C.6 52.216-18 ORDERING (OCT 1995)

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

(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.7 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$50,000.00;

(2) Any order for a combination of items in excess of \$100,000 or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 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.8 52.216-21 REQUIREMENTS (OCT 1995)

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

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

Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government will 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 shall 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.

(End of Clause)

C.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.10 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 60 days of contract expiration; 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 September 30, 2022 and additional six month, if extension of performance was granted.

(End of Clause)

C. 11 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.12 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: \$250,000.00 per person; \$500,000.00 per occurrence and \$100,000.00 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.13 52.228-16 PERFORMANCE AND PAYMENT BONDS-- OTHER THAN CONSTRUCTION (NOV 2006)

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

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

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

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 calendar days, but in any event, before starting work.

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

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

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

(End of Clause)

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 September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.15 852.203-71 DISPLAY OF VA HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.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 INVOICE 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, e-mail, 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)

(End of Addendum to 52.212-4)

C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Deviation 2017-02) (JUNE 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77, 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:

[Contracting Officer check as appropriate.]

 X (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) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712) relating to whistleblower protections).

 X (5) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 X (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 (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 X (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).

 X (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 2011) (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 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 (Nov2016) (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 (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (Oct 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (Feb 2016) (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). (Executive Order 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.)

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016).

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693)

___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (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.

X___ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (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.

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

X (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 (Oct 1995) (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).

X (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:

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

☒ (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, or 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. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (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 (SEPT 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) X (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)
- (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.

(xxii) 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)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Apr 2015). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

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

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

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

(e)

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

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

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

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

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

(C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

(O) 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.

(P) 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.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

4.1 - ATTACHMENT A

Service Act Wage Determination

The DOL Wage Determination for the specific locality applies to this solicitation and any contract awarded is available at www.wdol.gov. Please note the listing below is not all inclusive wage determination of each area of performance. It is the contractor's responsible to obtain and evaluate each wage determination locality, including updates.

Service Contract Act
Wage Determination No.: 2015-4397
Revision No.: 3
Date Of Revision: 07/25/2017

4.2 – ATTACHMENT B

Past Performance Questionnaire (2 pages)

4.1 ATTACHMENT A –SERVICE WAGE DETERMINATION

The DOL Wage Determination for the specific locality is available at www.wdol.gov. Please note the listing below is not all inclusive wage determination of each area of performance. It is the contractor's responsible to obtain and evaluate each wage determination locality, including updates.

WD 15-4397 (Rev.-3) was first posted on www.wdol.gov on 08/01/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-4397
Director	Wage Determinations		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.

State: North Carolina

Area: North Carolina Counties of New Hanover, Pender

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.08
01012 - Accounting Clerk II		14.69
01013 - Accounting Clerk III		16.43
01020 - Administrative Assistant		23.39
01035 - Court Reporter		16.51
01041 - Customer Service Representative I		12.13
01042 - Customer Service Representative II		13.64
01043 - Customer Service Representative III		14.89
01051 - Data Entry Operator I		12.32
01052 - Data Entry Operator II		13.45
01060 - Dispatcher, Motor Vehicle		16.32
01070 - Document Preparation Clerk		11.40
01090 - Duplicating Machine Operator		11.40
01111 - General Clerk I		12.46
01112 - General Clerk II		13.60
01113 - General Clerk III		15.27
01120 - Housing Referral Assistant		18.61
01141 - Messenger Courier		11.79
01191 - Order Clerk I		11.97
01192 - Order Clerk II		13.07
01261 - Personnel Assistant (Employment) I		14.70
01262 - Personnel Assistant (Employment) II		16.44
01263 - Personnel Assistant (Employment) III		18.70

01270 - Production Control Clerk	21.58
01290 - Rental Clerk	12.74
01300 - Scheduler, Maintenance	14.76
01311 - Secretary I	14.76
01312 - Secretary II	16.51
01313 - Secretary III	18.61
01320 - Service Order Dispatcher	12.93
01410 - Supply Technician	23.39
01420 - Survey Worker	15.92
01460 - Switchboard Operator/Receptionist	12.47
01531 - Travel Clerk I	11.72
01532 - Travel Clerk II	12.53
01533 - Travel Clerk III	13.38
01611 - Word Processor I	13.30
01612 - Word Processor II	14.93
01613 - Word Processor III	16.70
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.85
05010 - Automotive Electrician	19.33
05040 - Automotive Glass Installer	17.76
05070 - Automotive Worker	17.76
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.84
05160 - Motor Equipment Metal Worker	17.76
05190 - Motor Vehicle Mechanic	19.84
05220 - Motor Vehicle Mechanic Helper	14.83
05250 - Motor Vehicle Upholstery Worker	16.44
05280 - Motor Vehicle Wrecker	17.76
05310 - Painter, Automotive	18.99
05340 - Radiator Repair Specialist	17.76
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	19.84
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.08
07041 - Cook I	11.63
07042 - Cook II	13.40
07070 - Dishwasher	8.86
07130 - Food Service Worker	9.80
07210 - Meat Cutter	13.62
07260 - Waiter/Waitress	9.32
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.05
09040 - Furniture Handler	12.07
09080 - Furniture Refinisher	17.05
09090 - Furniture Refinisher Helper	14.67
09110 - Furniture Repairer, Minor	16.69
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.79
11060 - Elevator Operator	9.79
11090 - Gardener	16.57
11122 - Housekeeping Aide	10.43
11150 - Janitor	10.43
11210 - Laborer, Grounds Maintenance	12.36
11240 - Maid or Houseman	9.75
11260 - Pruner	11.09
11270 - Tractor Operator	15.05
11330 - Trail Maintenance Worker	12.36
11360 - Window Cleaner	11.71
12000 - Health Occupations	
12010 - Ambulance Driver	17.51
12011 - Breath Alcohol Technician	17.75
12012 - Certified Occupational Therapist Assistant	24.96
12015 - Certified Physical Therapist Assistant	28.38
12020 - Dental Assistant	17.39
12025 - Dental Hygienist	35.11
12030 - EKG Technician	29.11

12035 - Electroneurodiagnostic Technologist	29.11
12040 - Emergency Medical Technician	17.51
12071 - Licensed Practical Nurse I	15.87
12072 - Licensed Practical Nurse II	17.75
12073 - Licensed Practical Nurse III	19.78
12100 - Medical Assistant	14.69
12130 - Medical Laboratory Technician	18.95
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	15.23
12195 - Medical Transcriptionist	18.27
12210 - Nuclear Medicine Technologist	39.00
12221 - Nursing Assistant I	10.47
12222 - Nursing Assistant II	11.77
12223 - Nursing Assistant III	12.85
12224 - Nursing Assistant IV	14.43
12235 - Optical Dispenser	19.35
12236 - Optical Technician	15.87
12250 - Pharmacy Technician	17.03
12280 - Phlebotomist	14.41
12305 - Radiologic Technologist	26.53
12311 - Registered Nurse I	22.96
12312 - Registered Nurse II	28.09
12313 - Registered Nurse II, Specialist	28.09
12314 - Registered Nurse III	33.98
12315 - Registered Nurse III, Anesthetist	33.98
12316 - Registered Nurse IV	40.72
12317 - Scheduler (Drug and Alcohol Testing)	21.98
12320 - Substance Abuse Treatment Counselor	25.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.49
13012 - Exhibits Specialist II	22.90
13013 - Exhibits Specialist III	28.02
13041 - Illustrator I	18.49
13042 - Illustrator II	22.90
13043 - Illustrator III	28.02
13047 - Librarian	25.37
13050 - Library Aide/Clerk	12.45
13054 - Library Information Technology Systems Administrator	22.90
13058 - Library Technician	17.94
13061 - Media Specialist I	16.53
13062 - Media Specialist II	18.49
13063 - Media Specialist III	20.60
13071 - Photographer I	14.21
13072 - Photographer II	15.85
13073 - Photographer III	19.62
13074 - Photographer IV	23.41
13075 - Photographer V	28.34
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	16.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.20
14042 - Computer Operator II	15.88
14043 - Computer Operator III	18.75
14044 - Computer Operator IV	19.68
14045 - Computer Operator V	21.79
14071 - Computer Programmer I	(see 1) 22.75
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	14.20
14160 - Personal Computer Support Technician	19.68
14170 - System Support Specialist	23.79
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	30.58
15020 - Aircrew Training Devices Instructor (Rated)	36.99
15030 - Air Crew Training Devices Instructor (Pilot)	42.41
15050 - Computer Based Training Specialist / Instructor	30.58
15060 - Educational Technologist	27.90
15070 - Flight Instructor (Pilot)	42.41
15080 - Graphic Artist	21.52
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	42.41
15086 - Maintenance Test Pilot, Rotary Wing	42.41
15088 - Non-Maintenance Test/Co-Pilot	42.41
15090 - Technical Instructor	21.62
15095 - Technical Instructor/Course Developer	26.44
15110 - Test Proctor	17.46
15120 - Tutor	17.46
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.75
16030 - Counter Attendant	8.75
16040 - Dry Cleaner	10.88
16070 - Finisher, Flatwork, Machine	8.75
16090 - Presser, Hand	8.75
16110 - Presser, Machine, Drycleaning	8.75
16130 - Presser, Machine, Shirts	8.75
16160 - Presser, Machine, Wearing Apparel, Laundry	8.75
16190 - Sewing Machine Operator	11.60
16220 - Tailor	12.35
16250 - Washer, Machine	9.43
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.46
19040 - Tool And Die Maker	26.84
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.07
21030 - Material Coordinator	21.58
21040 - Material Expediter	21.58
21050 - Material Handling Laborer	11.32
21071 - Order Filler	10.54
21080 - Production Line Worker (Food Processing)	15.07
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	12.14
21150 - Stock Clerk	17.09
21210 - Tools And Parts Attendant	15.07
21410 - Warehouse Specialist	15.07
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.24
23019 - Aircraft Logs and Records Technician	17.46
23021 - Aircraft Mechanic I	21.07
23022 - Aircraft Mechanic II	22.24
23023 - Aircraft Mechanic III	23.36
23040 - Aircraft Mechanic Helper	15.11
23050 - Aircraft, Painter	19.93
23060 - Aircraft Servicer	17.46
23070 - Aircraft Survival Flight Equipment Technician	19.93
23080 - Aircraft Worker	18.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	18.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.07
23110 - Appliance Mechanic	17.78
23120 - Bicycle Repairer	15.86
23125 - Cable Splicer	27.83
23130 - Carpenter, Maintenance	20.64
23140 - Carpet Layer	18.30
23160 - Electrician, Maintenance	20.76
23181 - Electronics Technician Maintenance I	24.76
23182 - Electronics Technician Maintenance II	26.44
23183 - Electronics Technician Maintenance III	27.95
23260 - Fabric Worker	17.12

23290 - Fire Alarm System Mechanic	19.93
23310 - Fire Extinguisher Repairer	15.87
23311 - Fuel Distribution System Mechanic	18.40
23312 - Fuel Distribution System Operator	14.31
23370 - General Maintenance Worker	16.64
23380 - Ground Support Equipment Mechanic	21.07
23381 - Ground Support Equipment Servicer	17.46
23382 - Ground Support Equipment Worker	18.66
23391 - Gunsmith I	15.87
23392 - Gunsmith II	18.30
23393 - Gunsmith III	20.66
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.59
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.73
23430 - Heavy Equipment Mechanic	20.89
23440 - Heavy Equipment Operator	18.18
23460 - Instrument Mechanic	20.66
23465 - Laboratory/Shelter Mechanic	19.55
23470 - Laborer	11.32
23510 - Locksmith	19.55
23530 - Machinery Maintenance Mechanic	24.77
23550 - Machinist, Maintenance	20.24
23580 - Maintenance Trades Helper	13.34
23591 - Metrology Technician I	20.66
23592 - Metrology Technician II	21.81
23593 - Metrology Technician III	22.91
23640 - Millwright	21.07
23710 - Office Appliance Repairer	18.76
23760 - Painter, Maintenance	17.05
23790 - Pipefitter, Maintenance	20.66
23810 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	20.66
23850 - Rigger	20.66
23870 - Scale Mechanic	18.30
23890 - Sheet-Metal Worker, Maintenance	18.40
23910 - Small Engine Mechanic	18.66
23931 - Telecommunications Mechanic I	25.85
23932 - Telecommunications Mechanic II	27.28
23950 - Telephone Lineman	22.00
23960 - Welder, Combination, Maintenance	22.26
23965 - Well Driller	20.79
23970 - Woodcraft Worker	20.66
23980 - Woodworker	15.87
24000 - Personal Needs Occupations	
24550 - Case Manager	14.27
24570 - Child Care Attendant	11.68
24580 - Child Care Center Clerk	14.58
24610 - Chore Aide	10.64
24620 - Family Readiness And Support Services Coordinator	14.27
24630 - Homemaker	16.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.07
25040 - Sewage Plant Operator	20.15
25070 - Stationary Engineer	21.07
25190 - Ventilation Equipment Tender	14.70
25210 - Water Treatment Plant Operator	20.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.72
27007 - Baggage Inspector	12.21
27008 - Corrections Officer	15.39
27010 - Court Security Officer	16.56
27030 - Detection Dog Handler	14.10
27040 - Detention Officer	15.39
27070 - Firefighter	15.64
27101 - Guard I	12.21

27102 - Guard II	14.10
27131 - Police Officer I	18.97
27132 - Police Officer II	21.08
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	13.39
28043 - Carnival Worker	8.90
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.02
28515 - Recreation Specialist	18.14
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	18.94
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.40
29020 - Hatch Tender	19.40
29030 - Line Handler	19.40
29041 - Stevedore I	18.15
29042 - Stevedore II	20.72
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	15.11
30022 - Archeological Technician II	18.98
30023 - Archeological Technician III	22.25
30030 - Cartographic Technician	22.36
30040 - Civil Engineering Technician	21.92
30051 - Cryogenic Technician I	23.03
30052 - Cryogenic Technician II	25.44
30061 - Drafter/CAD Operator I	15.11
30062 - Drafter/CAD Operator II	16.96
30063 - Drafter/CAD Operator III	18.98
30064 - Drafter/CAD Operator IV	23.03
30081 - Engineering Technician I	14.39
30082 - Engineering Technician II	16.14
30083 - Engineering Technician III	18.06
30084 - Engineering Technician IV	22.38
30085 - Engineering Technician V	27.38
30086 - Engineering Technician VI	33.12
30090 - Environmental Technician	19.53
30095 - Evidence Control Specialist	20.79
30210 - Laboratory Technician	22.43
30221 - Latent Fingerprint Technician I	23.03
30222 - Latent Fingerprint Technician II	25.44
30240 - Mathematical Technician	22.25
30361 - Paralegal/Legal Assistant I	18.11
30362 - Paralegal/Legal Assistant II	22.42
30363 - Paralegal/Legal Assistant III	27.44
30364 - Paralegal/Legal Assistant IV	33.19
30375 - Petroleum Supply Specialist	25.44
30390 - Photo-Optics Technician	21.48
30395 - Radiation Control Technician	25.44
30461 - Technical Writer I	21.77
30462 - Technical Writer II	26.63
30463 - Technical Writer III	32.22
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	23.03
30502 - Weather Forecaster II	28.01
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	18.98
30621 - Weather Observer, Senior (see 2)	20.79

31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	11.45
31030 - Bus Driver	16.56
31043 - Driver Courier	11.73
31260 - Parking and Lot Attendant	9.94
31290 - Shuttle Bus Driver	12.85
31310 - Taxi Driver	11.24
31361 - Truckdriver, Light	12.85
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	17.90
31364 - Truckdriver, Tractor-Trailer	17.90
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.97
99050 - Desk Clerk	9.83
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.40
99260 - Marketing Analyst	23.31
99310 - Mortician	23.85
99410 - Pest Controller	15.42
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	13.70
99711 - Recycling Specialist	16.69
99730 - Refuse Collector	12.20
99810 - Sales Clerk	11.08
99820 - School Crossing Guard	13.76
99830 - Survey Party Chief	21.25
99831 - Surveying Aide	12.57
99832 - Surveying Technician	17.24
99840 - Vending Machine Attendant	16.49
99841 - Vending Machine Repairer	19.88
99842 - Vending Machine Repairer Helper	16.49

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 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, and 4 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)).

4.2 - ATTACHMENT B – PAST PERFORMANCE QUESTIONNAIRE

Past Performance Questionnaire, Solicitation: 36C78618R0010

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: iris.chen1@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.

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)

SECTION E - SOLICITATION PROVISIONS

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. 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 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) 697/2197, Facsimile (215) 697-1462.

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

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

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

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

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

(End of Provision)

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

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have 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 following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS – REPRESENTATION (JAN 2017)

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

“Internal confidentiality agreement or statement”, “subcontract”, and “subcontractor”, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

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

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

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

(End of provision)

E.3 RESERVED

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price Requirement contract resulting from this solicitation.

(End of Provision)

E.5 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:

Iris Chen
Contracting Officer
Hand-Carried Address:

Department of Veterans Affairs
National Cemetery Administration
NCA Contracting Service (41D3A), NAD
5000 Wissahickon Ave
Philadelphia, PA 19144

Mailing Address:

Department of Veterans Affairs
National Cemetery Administration
NCA Contracting Service (41D3A), NAD
5000 Wissahickon Ave
Philadelphia, PA 19144

(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.6 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. Prospective offerors shall contact Culpeper National Cemetery, to schedule their visit prior to submitting offers.

Prospective offerors shall contact Wilmington National Cemetery, to schedule their visit prior to submitting offers.

Oneal Cunningham – Salisbury National Cemetery..... (704) 636-2661
Tim Jones, Foreman, Salisbury National Cemetery..... (704) 636-2661
Sandra Larochelle, Program Support Assistant - COR / Wilmington National Cemetery..... (910) 815-4877
Facsimile #..... (704) 636-1115

(End of Provision)

E.7 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.8 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)

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

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

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

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

E.9 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)

E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<u>FAR 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	NOV 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	DEC 2012

(End of Addendum to 52.212-1)

E.11 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 conforms to the requirements of the solicitation and proposes products/services within the scope of the Schedule of Supplies/Services and Statement of Work sections of the solicitation, which will be most advantageous to the Government, price and other factors considered.

(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 Evaluation-Commercial Items

Offers will be evaluated in accordance with FAR 13.106-2 Evaluation of Quotations or Offers.

Award will be made to the Lowest Price Technically Acceptable (LPTA) Offeror on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors (FAR 15.101-2). Offers will be

evaluated for acceptability but not ranked using the non-cost/price factors. Price will be evaluated for reasonableness per FAR 13.106-3. Price that is deemed not reasonable will be removed from further consideration. Evaluation factors and significant sub factors that establish the requirements of acceptability are set forth in the addendum to FAR 52.212-2.

The following will be evaluated:

Technical Qualifications:

Proposals will receive either an ACCEPTABLE or an UNACCEPTABLE rating for each of the rating factors.

Technical acceptable/unacceptable ratings

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation

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.

In particular, offerors must provide information for the following sub-factors:

- Experience of company and / or subcontractors in performing this type of work as stated in the SOW?
- Managerial Qualifications of Key personnel
- Sufficient Personnel / equipment to include proposed man hours, methodology, licenses (if needed), permits (if needed).
- Performance Plan: submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery. (i.e. required tasks, performance schedule) The contractor's offer will be evaluated on how well it meets the performance goals of the SOW. If using a subcontractor, list the type and percent of work you will perform and that they will perform along with your subcontractor's social economic status (i.e. Disable/Veteran owned, Woman owned, Small, Large Business).

Price:

- The offeror's Price quotations will be evaluated by CLIN level and the offerors with the lowest overall Price will be ranked accordingly. Price analysis will be conducted to determine a fair and reasonable price. Price may be compared against the Independent Government Estimate (IGE) or against the average mean of the offers received to determine too low or too high offers.

If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of Government-obtained information in accordance with FAR 13.106-3, additional information in accordance with FAR 15.4 may be required to support the proposed price.

Past Performance: Past performance will be evaluated in accordance with FAR 13.106-2(b)(3)(ii), for quality, schedule (ie recent), price control, business relations, management of key personnel and relevance (ie experience in providing services similar in size, scope, and complexity as described in the SOW). In addition, the Government will use Past

Performance Information Retrieval System (PIRS) to obtain past performance ratings. If no past performance information is readily available (FAR 15.305(a) (2) (iv)), the Offeror's past performance will be evaluated neither favorably nor unfavorably.

NOTE: The offeror is responsible for providing two (2) references of their choosing using a copy of Attachment B in Section D (Past Performance Questionnaire) for their completion and their submission back to the Contracting Officer for review. The completed questionnaires shall be emailed to: Iris.Chen1@va.gov no later than the solicitation's closing date and time. References must be from work done within the past 5 years. The references chosen by the offeror should be selected based on past projects of the same or similar work.

Additional Information:

A Responsibility Determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors. The Government will research information and data bases to aid in establishing contractor's responsibility and ability to perform. The databases include, but are not limited to Experian, PIRS, EPLS, VetBiz and SBA.

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.

Insurance: Offerors shall also provide a copy of their insurance with bid proposal, or before an award.

Note: The Government retains the right to award without discussions. Therefore, offerors are encouraged to provide their best proposals with the materials requested for evaluation. The Government, based on the material presented, will award to the proposal that best demonstrates to be most advantageous for the Government.

E.12 ADDITIONAL INSTRUCTIONS TO OFFERORS

Failure to submit all required documentation as required may result in your submission being found to be technically unacceptable.

1. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.

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. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.

3. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email

correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Iris Chen at iris.chen1@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 proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

4. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

NOTE: if for some reason you want to edit your submission in vendors portal, you must resubmit all documents again. Adding a document might delete the previous submittal.

5. The proposal package should contain the following:

- SF-1449 with completed blocks 17a & 30(a, b & c) and fill in the DUNS, Tax I.D. and Email.
- Acknowledgement of any Amendments.
- Price Proposal for all items in the Schedule of Prices.
- Past Performance Questionnaire . Fill out and return as instructed.
- Technical proposal (see addendum to FAR Clause 52.212-2 "Evaluation – Commercial Items")
- Completed FAR Provision 52.212-3 "Certifications and Representations" and indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.
- If needed - Required Licenses, Insurance, Resumes.
- Proposal submission via Email is not accepted at this time.

Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found Technically Unacceptable.

See table below to summarize how to submit a proposal. Please upload all documents as one file except the tech proposal, which should be separate. The Government accepts only PDF or WORD document files at this time.

Volume	Factor	File Name	Page Limitations
Volume I	Technical/Management Approach, include	Tech.doc/pdf	20, <u>No unnecessary pics</u>

	Required Cert., Licenses, Resumes		
Volume II	Price Schedule	Price.xls/pdf/doc	No Limits
Volume III	Signed SF-1449, Bonding, Insurance, other docs, FAR Provision 52.212-3	ReqDocs.doc/pdf	No Limits
Volume IV	Past Performance – via email already filled	Past Perf.doc/pdf	Up to 6 page narrative for Prime and 6 pages each Sub (if any).

Bonding: The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The Experian comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract. Reference FAR 52.228-16 Performance and Payment Bonds – Other than construction.

E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

“Civil judgment” means--

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

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

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

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

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

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

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

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

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

(4) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

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

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

(6) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

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

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

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

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

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

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

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

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

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

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

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

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

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

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

Sensitive technology—

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

“Service-disabled veteran-owned small business concern”—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end

products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy

American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

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

☐ Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or 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 section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code _____(or mark "Unknown").

Predecessor legal name: _____.
(Do not use a "doing business as" name).

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

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

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

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

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

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

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

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

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

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)