

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 8658-000004	PAGE 1 OF 94	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C78618Q0351	6. SOLICITATION ISSUE DATE 06-18-2018		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Anthony Q. Hawley anthony.hawley@va.gov	b. TELEPHONE NO. (No Collect Calls) 540-658-7211	8. OFFER DUE DATE/LOCAL TIME 07-09-2018 4PM			
9. ISSUED BY	CODE	10. THIS ACQUISITION IS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561730 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y \$7.5 Million			
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			
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	15. DELIVER TO	16. ADMINISTERED BY	CODE 43C1			
Department of Veterans Affairs National Cemetery Administration Nashville National Cemetery 1420 Gallatin Pike South Madison TN 37115	Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Road, Suite 309 Stafford VA 22556					
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE		
			Department of Veterans Affairs Financial Services Center P.O. Box 149971 www.tungsten-network.com/customer-campai AIRS/ TX 78714-8971			
TELEPHONE NO.	DUNS:	DUNS+4:	PHONE:	FAX:		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Nashville National Cemetery has a need for Grounds and Headstone Maintenance Services. The contractor shall provide all personnel, equipment, tools, and supervision to ensure that Grounds and Headstone Maintenance Services are performed in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance throughout the cemetery grounds.</p> <p>Proposals Due: July 09, 2018 at 4:00 p.m. (EST) Questions shall be emailed to anthony.hawley@va.gov by 5:00 p.m. (EST) Thursday July 05, 2018. CONTRACTOR NAME/POC: CONTRACTOR DUNS NUMBER: CONTRACTOR EMAIL ADDRESS: CONTRACTOR PHONE NUMBER:</p> <p>SUBMIT PROPOSAL VIA VA eCMS VENDOR PORTAL WEBSITE AT HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV THIS IS A 100% SET ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOSB). (Use Reverse and/or Attach Additional Sheets as Necessary)</p>					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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B.1 CONTRACT ADMINISTRATION

All contract administration matters will be handled by the following:

CONTRACTOR:

GOVERNMENT:

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

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

52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management

2. INVOICES:

- A. Invoices shall be submitted in arrears for cumulative work performed no more frequently than weekly within thirty (30) calendar days after the contractor has completed the work and the Government has accepted the items/services rendered.
- B. Invoices shall be submitted electronically.
- C. Contractors shall not invoice for single orders of a shipment. Shipments will be invoiced for the complete shipment when completed and accepted by the Government.
- D. Required Contents of Invoice: If any information below is missing from an invoice, the invoice shall be subject to being rejected and returned for revision.

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

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

Department of Veterans Affairs
Financial Services Center (FSC)

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P.O. Box 149971
Austin, Texas 78714

www.tungsten-network.com/customer-campaiAIRS/

4. **SOLICITATIONS:** Proposals for furnishing the supplies or services in the Schedule will be received 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.

5. **ACKNOWLEDGEMENT OF AMENDMENTS:**

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

AMENDMENT NUMBER	DATE

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

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

8. **NOTICE TO PROSPECTIVE CONTRACTOR(S):** Prospective awardees **MUST** be registered with the System for Award Management (SAM) at <http://www.sam.gov>, **PRIOR TO AWARD** and through final payment, and must complete 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.** This is a 100% SDVOSB set-aside. Therefore, prospective awardees **MUST** also be registered within the Vendor Information Pages (VIP) and the Verification Case Management System (VCMS) via www.vip.vetbiz.gov (VetBiz.Gov) **PRIOR TO AWARD.**

9. **GOVERNMENT HOLIDAYS:**

Holidays observed by the Federal Government (The contractor is not required to work on Federal Holidays):

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

* If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday

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by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States of America as a national holiday.

10. ADDITIONAL INFORMATION FOR OFFERORS:

- * **Contract Type:** This solicitation is for a Requirements Contract in accordance with FAR 16.503. Attention should be directed to FAR Clauses 52.216-18 "Ordering" and 52.216-19 "Order Limitations", which are a part of this solicitation/contract.
- * **Non-Personal Services Contract:** The services provided in the contract will 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.
- * **The pre-award question and answer period commences on June 18, 2018 and concludes on July 05, 2018 by 5:00 P.M. (EST). Email questions to anthony.hawley@va.gov**
- * To maintain this procurement's integrity, Nashville National Cemetery Staff should only be contacted during the designated site-visit dates and times only. Contacts made to any Cemetery Staff outside of these periods and/or prior to contract award shall result in the rejection of your offer. No additional written questions or inquiries will be accepted after July 05, 2018. No telephone calls will be accepted.
- * **SITE VISITS:** Offerors are encouraged and expected to visit and inspect the site where services are to be performed, prior to submitting their quote. FAR Provision 52.237-1 "Site Visit" is a part of this solicitation. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- * **SITE VISITS shall be conducted between:**
 - o **DATES:** June 26, 2018 to June 28, 2018
 - o **TIMES:** Between the hours of 9:00 a.m. until 2:00 p.m. (CST) ONLY
 - o **LOCATION:** Nashville National Cemetery – Administration Building, 1420 Gallatin Pike South, Madison, TN 37115.
- * **IMPORTANT: ALL INTERESTED BIDDERS/QUOTERS MUST CONTACT MR. CHARLES ARNOLD (PHONE NUMBER: 423-855-6590, EMAIL: CHARLES.ARNOLD2@VA.GOV) OR MR. WILLIAM CATOE (PHONE NUMBER: 423-855-6590, EMAIL: WILLIAM.CATOE@VA.GOV) TO SET UP A SITE VISIT APPOINTMENT DURING THE AFOREMENTIONED SITE-VISIT DATES LISTED ABOVE. AN APPOINTMENT MUST BE MADE IN ADVANCE PRIOR TO ARRIVING AT THE CEMETERY.**
- * **NOTE – *Potential Bidders/Quoters will not be allowed to conduct unscheduled site visits/tours before or after the designated solicitation site-visit timeframes for the duration of the pre-solicitation, solicitation, and pre-award phases through contract award.***

B.2 STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Nashville National Cemetery, located at 1420 Gallatin Pike South, Madison, TN 37115 has a need for Grounds and Headstone Maintenance Services. The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that Grounds and Headstone Maintenance Services are performed in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance throughout the cemetery grounds. The Period of Performance of this requirement is as follows:

- BASE PERIOD:** Date of Award through September 30, 2018
- OPTION YEAR 1:** October 1, 2018 through September 30, 2019
- OPTION YEAR 2:** October 1, 2019 through September 30, 2020
- OPTION YEAR 3:** October 1, 2020 through September 30, 2021
- OPTION YEAR 4:** October 1, 2021 through September 30, 2022

All work shall be performed during normal working hours (7:30 a.m. to 4:00 p.m.), Monday through Friday, except with the written permission of the Contracting Officer's Representative(s) COR(s). Work may also be required during designated Federal Holidays and on weekends.

In the event climate or weather conditions become unsuitable for work or may induce an environmental hazard, work shall be rescheduled to a date and time satisfactory to the Contractor, COR, and Cemetery Management. Postponement due to climate or weather conditions shall not be cause for penalties to the Contractor nor additional costs to the Government.

The Contractor shall phase all work in such a manner as not to impact on or interfere with cemetery operations. Contractor shall cease work within 100 yards of any committal service in progress while performing under the contract. Contractor and contractor's employees shall cease work upon arrival of the funeral party at the committal shelter and shall not recommence operations until the funeral service is completed while performing under the contract. The COR may direct and arrange the contractor's performance in specific areas of the cemetery to coordinate with the cemetery's mowing operations and/or committal services.

Grounds Maintenance Services include but are not limited to:

1. Mowing
2. Trimming
3. Edging
4. Sunken Grave Repair
5. Leaf Collection
6. Grounds Cleanup, Trash & Debris removal
7. Fertilizing
8. Weed/Disease control
9. Fire Ant/Pest Control
10. Sodding/Seeding Gravesites
11. Mulching
12. Shrub and Tree Maintenance

BACKGROUND:

National cemeteries are a resting place for our nation's heroes and as such, the standards for management, maintenance, and appearance of these cemeteries have been established by the National Cemetery Administration to reflect this nation's concern and respect for those interred there. The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities described herein, which are required to maintain an acceptable appearance of the cemetery grounds.

The Nashville National Cemetery is comprised of 64.5 acres. The cemetery contains the remains of 36,703 veterans, spouses, and dependent children. National Cemeteries are National Shrines. The standards of maintenance and appearance at these cemeteries must reflect this nation's concern for

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those interred there. For this reason, strict adherence to the specifications is required as well as National Cemetery Administration standards.

The Southeast District (SED) Office, Department of Veterans Affairs, National Cemetery Area Office, 1700 Clairmont Road., 4th Floor, Decatur, Georgia 30033-4032, has the responsibility for the National Cemeteries. The administration of this contract will be by the Contracting Officer (CO). The Contracting Officer's Representative (COR) for the contract will be designated in a separate letter under the direction of the Director, Chattanooga National Cemetery, Chattanooga, Tennessee.

CONTRACTOR STAFFING REQUIREMENTS:

Contractor shall supply a minimum of one (1) Grounds Employee and one (1) Site-Supervisor dedicated to performing all services outlined in this SOW.

Contractor employee work may be supplemented with additional employees to accomplish ALL Contract Line Items (CLINS) successfully in a timely manner if required.

The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.

SITE SUPERVISOR REQUIREMENTS:

Site Supervisor: A competent and experienced English-speaking Site-Supervisor shall be provided by the Contractor at all times while work is being performed. The Site-Supervisor shall be knowledgeable in all areas of the contract and shall direct all work being performed as part of the contract and shall have direct supervision over all contractor employees. The Site Supervisor shall provide daily onsite quality control over all work performed as part of the contract. The Site -Supervisor shall have regular communication with the COR and shall submit daily, weekly, and monthly inspection reports to the COR.

The Site-Supervisor must have at least three (3) years of experience as a direct supervisor of grounds maintenance operations that include mowing, trimming, edging, and cleanup in industrial, commercial, or public sites. The Site-Supervisor shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained. Site-Supervisor shall prevent any disruption to the cemetery operations including funerals, visitor privacy, internal traffic, and utilities

EMPLOYEE REQUIREMENTS:

Contracted grounds maintenance employees must have at least 1-year of experience in landscaping maintenance operations, experience working on a National Cemetery Grounds Maintenance contract, or similar projects. Employees shall have demonstrated education or experience in turf grass maintenance, horticulture, and headstone maintenance. Employees shall be fully trained in safe equipment operations, proper turf grass maintenance techniques such as mowing and trimming, and Cemetery etiquette. Employees applying herbicide shall be fully trained in safe application techniques and licensed with the State of Tennessee. The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. The Contractor shall be responsible to provide all labor and equipment as necessary to meet deadlines. The Contractor shall provide all necessary resources to complete the efforts assigned under the scope of this contract.

Employee Identification: The Contractor's employees shall always wear visible Company and employee name identification while on the premises of the Cemetery.

Training: The Contractor shall also be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety

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shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:

1. National Fire Protection Association (NFPA): 10-1998 Standard for Portable Fire Extinguishers
2. Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
3. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

STANDARDS OF EMPLOYEE CONDUCT:

Contractor and Contractor personnel, to include all contractors' temporary workers, shall be required to adhere to the following standards of dress and conduct while performing work in the National Cemetery. These standards and regulations are enforceable under CFR-2017-Title 38 Vol 1- Sec 1-218: **See**

Attachment A.

1. An approved uniform consists of:
Long slacks or pants and shirt, buttoned up from neck to waist. Shirt shall have company name and or logo and Employee name. Hats shall be plain or bear the company name or logo only. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related to that day. No ripped or torn clothing shall be worn. T-shirts and/or tank tops as outer garments are prohibited as are any garments which have a message or slogan affixed thereto. Shoes/boots shall have no holes or loose soles. Steel-toed shoes shall be required in accordance with OSHA requirements. Contractor employees shall maintain personal hygiene.
2. Contractor personnel must maintain a neat and professional appearance throughout the workforce, vehicles, equipment, and staging areas. Matching uniforms (pants and shirt, plus jacket in the cool season) for all employees are required- in addition to all state and federally mandated Occupational Safety and Health Administration (OSHA) compliant protective gear.
3. Contractor personnel shall not engage in loud or boisterous behavior or use profane or abusive language. Shall show proper reverence during committal services.
4. Contractor personnel shall not eat or drink beverages except water or non-alcoholic drinks while in work area nor in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
5. 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.
6. The only designated tobacco use areas for the Nashville National Cemetery is located by the maintenance building. All other areas to include all interment sections are designated as tobacco free, this includes vaping and all forms of electronic cigarettes.

PARKING, AND VA REGULATIONS:

It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. Contractor employees may park privately owned vehicles in the area designated for parking by the COR at their own risk. The Cemetery will not invalidate or make reimbursement for parking violations of the Contractor's employees under any conditions. Tobacco use is prohibited inside any buildings at the Cemetery. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

USE OF CEMETERY FACILITIES:

The Government will 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.

- A. The Government may allow the use of the maintenance building at the cemetery site for optional use by the Contractor to store supplies and equipment. However, the Government will not be

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responsible for any damage to or loss of the Contractor's equipment and supplies stored on the Government's premises. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment. Should the maintenance building become unavailable, the Contractor will be given a minimum of 60 days from the notice of building unavailability to find storage off the cemetery grounds. The Contractor would then be responsible for delivering and removing all necessary equipment and supplies daily. Inability to use the maintenance building will in no way alter the contract.

- B.** While utilizing the maintenance building the contractor shall maintain the building to NCA Standards. Building and restrooms shall be cleaned daily and documented on required checklists that shall be maintained by the contractor and sent to the COR on a weekly basis. Daily Cleaning shall include sweeping the floor, emptying trash, removing cobwebs from all areas, sanitizing sinks, toilets and floors, cleaning mirrors, windows and glass tops and of the like etc. All items stored in service building shall be in a neat orderly safe fashion.
- C.** The Contractor shall be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An SDS (Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- D.** Only the designated restroom facilities in maintenance shop will be available to Contractor personnel. Locations will be COR identified at time of contract award.
- E.** Electricity and water will be furnished by the Government except for any additional water needed other than on site water.

CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS:

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

INSPECTION AND CLEANING OF CEMETERY FACILITIES:

- A.** The Contractor shall perform a weekly inspection. During this inspection the appearance of the cemetery will be observed, and any deficiencies noted within the scope of the contract will be documented by the COR on a weekly inspection sheet. Any deficiencies or ratings of marginal or unsatisfactory noted in the weekly inspection sheet shall be corrected by the contractor within the following time:
 - a.** Grounds Maintenance (i.e. mowing, removal of leaves and debris, sweeping or blowing off roads and walkways, trash removal– 2 business days after receipt of weekly inspection sheet.
 - b.** Sunken Grave Repair – 5 business days after receipt of weekly inspection sheet. Any graves deemed safety hazards shall be secured for safety or repaired by close of the same business day noted.
- B.** Items that need correcting outside the scope of the contract will be reported to the Contracting Officer or his representative.
- C.** The Contractor shall be required to submit inspection reports and work accomplished to the COR weekly. The inspection forms will document date, location and type of work completed, certification of inspection for quality control by site supervisor and weather or other issues.

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REPRESENTATIVES OF THE CONTRACTING OFFICER:

The Contracting Officer's Representative (COR) shall be under the supervision of the Foreman and Director, Chattanooga National Cemetery. Only the Contracting Officer can make changes in the scope of work. The Contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments or issue changes, which will affect the price, quantity or delivery terms of this contract.

MAINTENANCE DURING CEMETERY FUNCTIONS:

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

CONTRACTOR'S QUALITY CONTROL PLAN (QCP):

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

(b) An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, and the title of the individual(s) who will perform the inspections.

(c) On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.

(d) Incorporation of either active or established internal policy and procedures for updating equipment and procedures, that may affect performance of contract.

(e) The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable, and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

(f) On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.

(g) A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services and a name and signature of the person inspecting and certifying the work as completed.

(h) On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

Contract Discrepancy Report (CDR)

a) The issuance of a Contract Discrepancy Report (CDR) shall be issued when work is found to be below the Minimally Acceptable Level listed in the Quality Assurance Surveillance Plan or if found to be unsafe, or in violation of Contract Requirements.

b) The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in this contract.

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- c) 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.
- d) Normally, the COR will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified. Failure to correct discrepancies in the required time frame or repeated occurrences of discrepancies will result in issuance of a CDR.
- e) When the Contractor is not meeting the limits of satisfactory performance, a CDR will be issued to the Contractor. The seriousness of the failures should govern whether to issue CDR at the end of the period, or as soon as the limits of satisfactory performance are exceeded.
- f) A CDR will be prepared by the COR and forwarded to the CO and Contractor.
- g) The Contractor shall respond to any complaints and/or ratings of deficient performance within five (5) calendar days, after receipt of the report.
- h) All visitor complaints deemed by the COR to require a written response to the Contractor, or administrative action, will be forwarded to the CO, as soon as possible, for action.
- i) When a CDR is issued for a service, the Contracting Officer must deduct from the periodic payment, a percentage of that payment as indicated in the Performance of Work Requirements Summary as attached hereto.
- j) If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR will be issued and the appropriate amount deducted from the periodic payment.
- k) A third CDR will be the cause for a Cure Notice. However, the Contracting Officer may issue a Cure Notice at any time he/she deems appropriate. Depending on the overall performance of the Contractor, an unsatisfactory reply to the Cure Notice should require a Show Cause letter to be issued, followed by consideration of termination of the contract.

HISTORIC PRESERVATION:

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

SALES OF COMPANIES OR NAME CHANGES:

The Contractor, gaining award of the contract, shall notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to sale or transfer all or part of its stock or other ownership interest to any other party. This Contractor shall also contact the Contracting Officer immediately in writing in the event a company name change will happen, with information as to the reasons and/or determinations causing this action.

**STATEMENT OF WORK REQUIREMENTS
FERTILIZING, WEED AND PEST CONTROL**

1. GENERAL

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

The contractor will provide a written turf management plan to the COR for approval by no later than April 15 of each year or within 2 weeks of award.

2. SCOPE

NCA STANDARD:

Visually prominent areas have a well-established, healthy stand of turf.

Contractors shall be responsible for maintaining the turf area of the cemetery and the immediate area surrounding the cemetery in a healthy condition by proper application of fertilizers, chemicals (to control weeds, diseases and insect pests) and lime (if soil tests indicate it is needed). Turf in burial areas should be generally weed free. Pest and disease-free turf should cover at least 95 percent of the area. The turf is to be aerated in the spring. Approximately 62 acres of turf shall be treated.

3. EQUIPMENT AND SUPPLIES

- A. The Contractor shall supply all necessary licenses, applicators, hoses and other equipment.
- B. Herbicide and Pesticide applications over large areas shall be applied by machine designed to apply products in a safe and uniform manner. Blanket application of the Cemetery with a back-pack sprayer is not acceptable.
- C. Fertilizer and lime are to be applied by a mechanical spreader designed to apply the product safely and uniformly.
- D. The Contractor shall furnish all required chemicals, fertilizers and any other supplies. The Contractor shall determine the necessary formulation of fertilizers and the required amount of lime as indicated by the soil tests.
- E. Soil tests are obtained by the contractor annually and the results submitted with the Turf plan to the COR. Soil samples shall be sent to an accredited lab for analysis. Test results will show any deficiencies and the needed corrections.

4. PROCEDURE

A. The Contractor shall be responsible for taking all precautions to prevent damage to the cemetery, in any manner, including headstones, markers, monuments, flower vases, trees and other structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones/markers, other cemetery structures, or property damaged as a result of actions by contractor personnel.

5. Fertilizer:

- A. Fertilizer shall be applied based on the results and recommendations of a soil test for each section. The soil test will be conducted by the Contractor and will provide a copy of the results to the Contracting Officer Representative (COR).
- B. Fertilizer shall be applied throughout the spring, summer and fall of each year per the soil sample recommendation and schedule, unless local practice indicates a more favorable time.

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- C. There shall be (5) applications per year unless prohibitive due to dry weather.
- D. Only fertilizer that is recommended by the test results shall be used and nitrogen formulated used should be slow release. This shall be reported to the COR on the appropriate form when it is applied.

6. Lime:

When soil tests indicate a need for lime, it shall be applied at the rate indicated in those tests. Time of application shall be in late fall or early winter after aeration, unless local practice indicates a more favorable time. Lime should be applied in granulates, not powder.

7. Weed Control

- A. All weed growth and disease shall be controlled by means of mowing, trimming and spray or any other method approved by the COR. All personnel using such sprays shall be properly trained and licensed according to the State of Tennessee, and Company or person directly in charge of the applicators shall be duly licensed and chartered by the State of Tennessee to purchase and apply herbicides and pesticides.
- B. Pre-Emergent treatment for weeds shall be accomplished in the spring (March or April) of each year.
- C. A post emergent will be applied as needed to control weed growth. Turf in high maintenance areas shall be maintained generally weed free. Applications shall be made as recommended by the turf plan provided by the contractor for COR's approval. Turf in all maintenance areas shall be maintained as generally weed free.
- D. Roads, walls, and none turf areas shall be maintained as weed and turf free by regular application of non-selective herbicide.

8. Pest Control:

- A. Gophers and moles, Fire Ants and any other pest in turf, trees or ornamental beds shall be controlled by elimination of their food source and through the use of pesticides applied by a licensed applicator for the State of Tennessee.
- B. The Contractor shall ensure that soil shall be tamped into holes or mounds and turf replaced or reseeded to insure acceptable appearance at all times.
- C. Blanket application for fire ants shall be a product that kills and controls fire ant mounds by broadcast application covering the Cemetery property of approximately 62 acres.
- D. Spot application for fire ants shall be individual treatments of mounds to kill and control individual mounds for between 1 and 25 mounds.
- E. Blanket application for pests other than fire ants shall be treatment of the entire Cemetery grounds of approximately 62 acres.
- F. Spot application for pests other than fire ants shall be for localized areas requiring treatment of up to 5 acres.

9. Pesticides and Herbicides

- A. Contractor shall keep record of all pesticides/herbicides applied and furnish copy to COR within one (1) working days of application.

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- B. Records shall show type of product, amount applied and application rate, application area, and weather conditions.
- C. A copy of the label and MSDS shall be maintained by contractor and provided to COR after each application.
- D. Signs shall be posted informing the public that a chemical has been applied (Date and Time of Application).
- E. Turf in visually prominent areas shall be at least 95 percent pest and disease free.

10. AERATION:

- A. Contractor to aerate approximately 62 acres, once in the Spring.
- B. Aeration shall be conducted with a mechanical plug type aerator which removes cores of approximately 3/4 inch in diameter and 2-4 inches in depth.
- C. Prior to aeration the contractor will flag all irrigation heads and boxes to ensure no damage during aeration. Flags will be removed immediately after aeration is completed. Any irrigation components damaged during aeration will be replaced at contractor expense.

SOD AND SEEDING

1. GENERAL

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

2. SCOPE

NCA STANDARD: Turf used shall be compatible with the geographic region and adheres to the Cemetery Master Plan, where applicable. (Guidance from expert sources (e.g. local county agricultural extension agent or arborist, agronomists in SED Offices or landscape architects in NCACO) is adhered to regarding turf selection.

Active growing season is considered to be April through October with variation according to the weather patterns. Work consists of sod bed preparation and sodding/seeding of areas of the cemetery where the turf has been disturbed or has died. In particular, all newly dug or refilled graves shall be re-sodded. Approximately 400 graves will require re-sodding or seeding annually. The Contractor shall be responsible for the removal and disposition of dead ground and shall refill the site with quality topsoil and perform the sodding or seeding to include the bare areas to ensure a quality turf. Delivery tickets, indicating date, weight, analysis, purity, State Certification (Blue Tags) and vendor's name, etc. are to be submitted to the COR.

3. Kind of Sod/Seed

	% Purity	% Germination
Bermuda(Celebration)	98 – 99	86 - 90

Only cultivars of grass sod/seed that have been adapted in the State of Tennessee and certified by the State Agronomy Testing Laboratory will be accepted. Any substitution of sod/seed type, weight or application must be specifically approved by the COR in writing. Sod/seed is to be free of all noxious weeds. Celebration Bermuda is to be the primary grass to be developed.

	% Purity	% Germination
Rye/Fescue	98 – 99	86 – 90

Rye/Fescue is to be used during the wintertime to prevent washouts and in areas where it is necessary to establish turf, i.e. under trees and shady areas.

4. Equipment

- A. Overseeding shall be done with a spreader capable of providing even distribution of seed without clumping or dumping. Overseeding large areas by hand is not permitted.
- B. Sod shall be cut by mechanical means allowing for uniform depth so as to create a safe even walking surface.
- C. Contractor shall have a means to water new sod or seed by portable tanker any time irrigation system is not operational. Irrigation system shall not be relied upon for watering new seed or sod.

5. Procedure

- A. The Contractor shall be responsible for mowing and watering all sodded/seeded areas and maintaining them in a healthy and vigorous condition. Newly sodded/seeded areas shall be hand mowed until it is established enough to support riding mowers without damage.
- B. An area where sod is to be placed shall have a minimum of two (2) inches of topsoil placed on it and be prepared for sod by bringing ground surface to adjacent grades, (with allowances for sod thickness, where applicable) free of sticks, stones, or other foreign material.
- C. Sod shall be laid with seams tightly matched, then rolled, then watered thoroughly. Sod must be kept moist until it is well rooted and able to survive with standard watering. Daily watering of new seed or sod shall be by portable tanker or other means and shall not rely on the Cemetery irrigation system.
- D. Healthy turf shall be re-established by sodding within fourteen (14) calendar days of interment on all gravesites or areas damaged by interment operations during the growing season. Internments outside of the growing season shall be sodded within thirty (30) calendar days of the beginning of the growing season.
- E. Healthy turf shall be re-established by sodding on all filled or repaired gravesites within fourteen (14) calendar days of gravesite repair. Gravesites filled or repaired outside of the growing season shall be sodded within thirty (30) calendar days of the beginning of the growing season.
- F. Establishment period for new sod is thirty calendar (30) days after sod has been laid. Sod will be inspected by COR and any sod determined to be unsatisfactory shall be replaced within five (5) business days of notification.
- G. An additional period of thirty calendar (30) days after the sod establishment period for daily maintenance shall be provided to ensure establishment.

5. GUARANTEE

The Contractor shall, at his own expense, replace any sod which has died or been damaged during the establishment period.

MOWING, TRIMMING & EDGING

1. GENERAL

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

2. SCOPE

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NCA STANDARD: Turf shall 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 is no more than half an inch above that range. Turf surrounding a headstone or marker shall be trimmed to its recommended height. There shall be no signs of "grass burns" caused by mowers. There shall be no signs of turf being "scalped" by string trimmers. Thatching of grass clippings/leaves is not permitted.

The Contractor shall be responsible for mowing, edging, and trimming all grass within the cemetery and outside perimeter enclosure walls, to include removal of all grass clipping & leaves from roads and walkways as specified by the Contracting Officer's Representative (COR). This encompasses approximately 62 acres.

Mowing, trimming and edging shall be accomplished a minimum of weekly during the growing season and as need outside of the growing season. Mowing, trimming and edging cycles shall be completed regardless of weather or burials unless approved by the COR in writing. Regular mowing is required to be performed before trimming. If ground is wet, to the point of causing rutting, mowers will not be used until ground conditions permit. COR will be notified immediately.

Minor accumulation of leaves, or leaves from storms will be mulched by mowing and shall be considered part of the regular mowing cycle.

3. EQUIPMENT

A. The Contractor shall use mowers with **mulching decks** with a fully enclosed mowing deck with baffles or a mowing deck with mulch kit designed to fully enclose blades with baffles with scalp preventing wheels only. A standard mowing deck with a chute blocker is not sufficient. Mowers shall be sized according to the area to be mowed. Small push or self-propelled mowers are required in areas too small for riding machines. At no time is freshly mowed grass to be blown onto headstones. Riding mowers may be used if they are not operated within two (2) inches of from headstones, markers, monuments, tree trunks, or other vertical surfaces.

B. Commercial grade power trimmers and power edger's will be used to trim grass from around headstones, monuments, markers, etc. String trimming shall be accomplished with commercial trimmers with nylon/plastic string and shall be operated with all guards in such a fashion so that no damage is done to headstones, trees, or property. The contractor will use trimmers with a plastic blade attachment to cleanly trim edges around all flat markers. Care must be taken not to chip flat markers with blades.

C. Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are properly cut- - not torn or damaged. Cutting heights of all mowing equipment shall be set according to heights specified below. The height of grass is what is measured to get correct cutting height. Use of cutting equipment that is out of adjustment, thereby causing streaks or irregularities, uneven cutting, plowing, or gouging of the soil is not permitted.

D. No thatch is permitted after mowing. All thatch must be removed or remediated each day.

E. Storage space for Contractor equipment/material may be available on site and must be approved by the Cemetery Director. The Government shall not be held responsible for any damages to the Contractor's equipment, materials, supplies, or the like which may result from vandalism, theft, etc. while on site. The Cemetery Director has the authority to discontinue storage space if contractor does not maintain property in accordance with NCA standards, OSHA requirements, and VA regulations.

4. PROCEDURE

Turf shall be cut to maintain heights as set forth below:

<u>Cutting Height, Inches</u>	<u>Turf grass Species</u>
2.0 TO 3.0	Bermuda/Rye/Fescue

A. Mowing will be inspected by the COR a minimum of once a week during growing season which is normally between April through October. The growing season usually requires a minimum of

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mowing once weekly. The week before Memorial Day the Cemetery shall be mowed and trimmed twice (2x) and edged once (1). Mowing should be performed often enough so that no more than 1/3 of leafage is removed at any one mowing. 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. For example, the height of Bermuda grass should be between 2.0" and 3.0". COR will direct mowing height. Grass is trimmed on borders. Mowing and trimming will be accomplished free of scalping, rutting, bruising, and uneven or rough cutting and thatch. After cutting and trimming, grass will have a uniform height.

- B. Trimming the grass (or any vegetation) from around headstones and markers will be accomplished using a power trimmer equipped with a non-streaking or non-staining bumper guard with all mowing cycles and as directed by the COR. Trimmers will be held level with the ground on headstones to prevent uneven turf.
- C. Grass areas not mowed around headstones, monuments, markers, and other vertical surfaces shall be trimmed with each mowing. Additional trimming outside of the regular schedule may be required by the COR.
- D. Trimming around headstones shall leave grass at 2-3 inches the same height as mowing. Scalping is not acceptable. Where scalping is evident, Contractor will be responsible for repair of the damage at no cost to the Government.
- E. Trimming must be performed after mowing not before.
- F. EDGING: All streets, curbs, walkways, tree wells, permanent building/structure lines, shrub and flower beds shall be edged as directed by COR. Edging shall provide a clear zone 1/4" wide by 1" deep with all vegetation removed from joints and cracks. Damage to asphalt/concrete shall be avoided. The first edging cycle will be completed at the start of the contract and other cycles shall be completed with the mowing and trimming cycles.
- G. Edging shall be with a power edger or stick edger utilizing a metal blade.
- H. **Flat stones shall be edged with a plastic blade only.** Flat stones will be trimmed after edging for all vertical grass higher than the mowing.
- I. All un-mowed grass around headstones, monuments, markers, and any other vertical surfaces shall be trimmed at the same height as the mowing height of the surrounding established turf grass, to prevent scalping between stones or around stones.
- J. Care and maintenance of shrubs. Shrubs will be trimmed monthly during the growing season. Shrub trimmings should be removed. Shrub area shall be kept free of shrub trimmings and any other debris. All grass growing in rock gardens, tree rings, and sections where turf cannot be established will be removed.
- K. Any clipping deposited on headstones, flat markers, monuments, roadways, walkways (inside and out), flagpole bases, or other non-turf grass areas, and interment areas will be removed directly following the mowing, trimming, or edging event that produced them. Any clipping deposited on sidewalks or at public visitor areas including at the Committal Shelter areas will be removed prior to moving to another section.
- L. Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear, prevents wheel rutting, and provides a neater appearance. All mowing around trees will be accomplished in a manner that prevents a "ringing pattern" around the tree and associated damage to turf.

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- M. Mowing, trimming, and edging operations will not damage headstones, markers, flags, floral or commemorative items, structures, survey monuments, irrigation equipment, etc. The contractor will remove and replace all floral, flags 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.
- N. New seed or sod will be present at all newly buried gravesites, second interments gravesites, and repaired gravesite locations. New sod will be hand mowed until it is fully established to the point where it will not be damaged by riding mowers.

LEAF COLLECTION

1. GENERAL

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

2. SCOPE

Work consists of collecting and removing from the cemetery grounds and the immediate area outside the cemetery wall, all fallen leaves as directed by COR, to keep a debris free appearance. Random inspections shall be conducted by the COR.

3. GENERAL REQUIREMENTS

Leaf collection and removal will be accomplished from January 1 through December 31 annually. All fallen leaves must be removed during this period, except when delayed by the onset of severe weather conditions. The Contractor shall schedule removal work accordingly.

4. PROCEDURE

A. All leaves will be removed from the Nashville National Cemetery a minimum of once per week (or as otherwise authorized by the COR). Leaves and twigs will be hand raked, vacuumed or blown from interment areas into the roadways, collected and properly disposed of from cemetery grounds which includes right of way outside cemetery walls. Any accumulation of mulched leaves will be removed from the cemetery.

B. The Contractor will inspect all areas of the cemetery during this period and ensure that there is no accumulation of leaves in any area.

C. The contractor will provide all labor, equipment and transportation necessary for the collection, removal and disposal of leaves. Removal of leaves away from the cemetery grounds shall be the responsibility of the Contractor.

SHRUBS & TREE MAINTENANCE

1. GENERAL

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

2. SCOPE

NCA STANDARD:

- A. Trees and shrubs are to be maintained in a healthy, vigorous condition free of pests and disease.

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- B. Trees and shrubs shall be trimmed and maintained at a proper size and shape for its size and type according to industry standards.
- C. Trees shall be maintained in a condition free of broken limbs or branches.
- D. Ornamental trees and shrubs shall be maintained so that they enhance and do not detract from the appearance of public areas.
- E. Ornamental trees and shrubs shall be pruned in a manner that ensures they do not pose a hazard to staff and visitors.
- F. Areas are maintained so that they enhance and do not detract from public areas.
- G. High maintenance areas, in which turf is not a part of the cemetery design, will be maintained in a manner that is appropriate for the medium in place.
- H. Work consists of tree and shrub climbing and pruning, tree and shrub removal, hedge trimming and perimeter vegetation management. Notify COR of any pest infestation in trees and obtain further guidance from the COR.

3. GENERAL REQUIREMENTS

Personnel shall be properly trained in the operations they are to perform. If pesticide sprays are used, the person applying the products will be licensed by the State of Tennessee. The types of pruning generally used in the tree industry are as follows: Crown Cleaning, Crown Thinning, Crown Raising, Crown Shaping and Crown Restoration as found in ANSI A300 standards. Contractor is required to maintain trees up to a maximum height of 25 feet.

4. EQUIPMENT

- A. All necessary equipment for this maintenance performance shall be furnished by the Contractor unless specifically stated otherwise.
- B. All cutting tools will be kept sharp and properly functioning.

5. PROCEDURE

- A. Trees will be kept free of suckers and broken branches.
 - B. All cuts will be made according to ANSI A300 Standards.
 - C. All new trees shall be staked. Any tree showing adverse effect from high winds will also be staked. Trees, which have been damaged in any way, will be reported to the COR. All plant material destroyed by the Contractor will be replaced at Contractor's cost.
 - D. Hedges will be trimmed to promote a healthy and attractive appearance and uniform growth over all parts of the plant, with the bottom wider than the top. Hedges and shrubs shall be kept free of dead branches, leaves and all weed growth. Weeds and their root system will be removed. All overgrowth along the fence area will be kept trimmed.
 - E. Beds containing shrubs shall be kept attractive and free of weeds. Any cultivation shall be generally shallow to avoid any damage to roots. Dead or dying plant material shall be reported to the COR.
- 1) CROWN CLEANING: Crown Cleaning shall consist of the selective removal of one or more of the following items: dead, dying, diseased, weak branches and water sprouts from a tree's crown.
 - 2) CROWN THINNING: Crown Thinning shall consist of the selective removal of branches to increase light penetration, air movement and reduce weight.

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- 3) **CROWN RAISING:** Crown Raising shall consist of the removal of the lower branches of a tree to provide clearance.
- 4) **CROWN SHAPING:** Crown Shaping reduces the height and/or spread of a tree. Consideration should be given to the ability of a species to sustain this type of pruning.
- 5) **CROWN RESTORATION:** Crown Restoration should improve the structure, form and appearance of trees that have been severely headed, vandalized or storm damage.

6. METHODS:

A. When cutting back trees, drop crotch as much as possible and avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

B. In reducing overall size, attention is to be given to symmetrical appearance. The top is to be higher and the sides reduced to maintain a tree-like form.

C. When cutting back trees, one should have in mind to make them shapely and typical of their species.

D. 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 they will prevent normal sap flow. Trim high enough to allow sunlight to penetrate trunk sometime during the day.

E. In general reduction of size (cutting back or topping) not more than one third of the total area should be reduced in a single operation.

SUNKEN GRAVE REPAIR

1. GENERAL

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

2. SCOPE

Work consists of refilling sunken graves with suitable soil to match existing adjacent graves approximately 400 per year. The cemetery will be checked for holes and washouts and will be filled immediately.

3. GENERAL REQUIREMENTS

A. A sunken grave is defined as any gravesite that has receded two (2) inches from the existing adjacent grade. Standard graves excavated and backfilled are approximately three and one-half feet wide and approximately eight feet long. The COR will identify sunken graves requiring repair.

B. Refilling of sunken graves will be accomplished as soon as practicable.

C. Those graves identified by COR that are considered a safety hazard will be secured for safety with poles and rope or chain and repaired same business day as identified by the Contractor.

4. PROCEDURE

- A. The COR will identify gravesites requiring renovation and submit to the contractor each month. Gravesites with weed-free established sod will be leveled by removing existing sod, backfilling the grave with suitable soil, tamping the soil with a mechanical jumping jack tamper until compacted, top soil will be placed approximately 2 inches in depth and replacing the sod that was removed, if sod is healthy and vigorous. Sod is to be removed with a sod cutting machine leaving the sod in a roll approximately 1-2 inches in depth, not cut up in squares.

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- B. Gravesites that do not have suitable, established sod that can be re-used, will have new sod properly installed on the graded and prepared gravesite. Starter fertilizer will be included as part of the surface preparation prior to installing the sod.
- C. Installed sod and seeded areas must be kept moist by portable watering until they are well established. Watering shall be independent of irrigation system.
- D. Gravesites will be power tamped with a gas-powered tamper.
- E. If sod is lost due to Contractor negligence, Contractor will renovate the gravesite at no cost to the government. The Contractor shall be charged current replacement costs for headstones/ markers, other cemetery structures or property damaged as result of actions by Contractor personnel

GROUNDS CLEANUP, SNOW AND ICE REMOVAL, TRASH AND DEBRIS REMOVAL FLAG AND WREATH REMOVAL, AVENUE OF FLAGS

1. GENERAL

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

2. SCOPE

Work consists of collecting and removing all trash, debris, dead or unsightly flowers, tree limbs, snow and ice, as well as any other debris within the cemetery area, to include all turf areas, walkways, and roads.

Placement and removal of Avenue of Flags.

Placement and removal of Small Flags and Wreaths.

3. REQUIREMENTS

- A. All trash, debris, contents of public trashcans, dead or unsightly flowers, and fallen tree limbs will be removed from the cemetery areas a minimum of once every day or as necessary.
- B. All Trash cans will be emptied and new bags placed inside daily or as determined by the COR.
- C. All Vase containers will be filled with clean vases supplied by the Cemetery daily or as determined by the COR.
- D. Roads, shelters, walkways and all concrete or asphalt surfaces will be blown or swept clean every morning by 0900 AM. All surfaces will be blown or swept clean of all dirt and debris from the days operations before close of business each day.
- E. All unauthorized grave decorations will be removed when identified or as needed and placed in the holding area designated by the cemetery until the allotted time for disposal.
- F. Floral arrangements on recent burials will be removed and the area cleaned and raked 3-4 calendar days after each interment.
- G. When removing floral decorations all Cemetery provided vases will be retained and cleaned by the contractor for re-use in the Cemetery.
- H. The Contractor will provide the necessary labor and suitable conveyance each workday for pickup of this debris from cemetery grounds. Dumpster and pickup services will be provided by Contractor.

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- I. Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- J. All walkways, roads, and parking areas will be monitored daily.
- K. Cemetery area includes all the cemetery property to include surrounding areas of inside and outside the wall to the road.
- L. Cleaning of drain ditch which runs through cemetery, approximately $\frac{3}{4}$ mile long. Cleaning consists of removing trash, debris, rocks, small limbs growing from side of rocks, and algae on an as-needed basis. Chemicals will not be used, as the drain empties into the Cumberland River.

Snow and ice removal: Snow and ice shall be cleaned from roads, walkways, stairs, ramps, shelters and columbaria daily during the work week to maintain safe walking driving surfaces.

- A. All surfaces shall be cleaned by sweeping, blowing or plowing as required.
- B. Care must be taken to ensure no damage to Cemetery roads, curbs or other surfaces.
- C. Areas with expected pedestrian or vehicular traffic such as parking lots, shelters admin office/restrooms to include stairs and ramps shall be treated with ice melting agents as needed to prevent ice accumulation. All ice melting agents used shall not cause damage to turf or surfaces.

Flag Pickup: Flag pick up for Memorial Day- pick up of approximately 36,000 small grave flags placed on gravesites by volunteers beginning the Tuesday after Memorial Day weekend and completed by close of business the same Friday.

- A. Flags will be picked up from gravesites when dry, rolled into bundles of 10, secured with a rubber band and placed into Cemetery provided boxes.
- B. Torn, faded, damaged or unserviceable flags will be separated when removed from gravesites for Cemetery staff to properly dispose of.
- C. Bundled flags will be placed directly into boxes or utility vehicles and shall not be laid on the ground at any time.

Wreath Pick Up: Wreaths Across America- Wreaths placed on gravesites by volunteers shall be picked up in mid January on a date determined by the COR.

- A. Wreaths to be picked up may number as high as 36,000.
- B. Wreaths will be placed into dumpsters provided by the Cemetery.

Avenue of Flags: Avenue of Flags shall be placed for the following Holidays Memorial Day weekend, Veterans Day, 4th of July and Flag Day. Flags used for the Avenue of Flags are casket donated by families to be used for this purpose. Great care shall be taken that all Flags are cared for with dignity while transporting, erecting poles and removal of flags and poles

- A. Contractor shall place and remove approximately 90 Cemetery supplied American Flags on Cemetery supplied flag poles throughout the Cemetery in in ground flag holders.
- B. Great care shall be taken that all Flags are cared for with dignity while transporting, erecting poles and removal of flags and poles.
- C. In grounds flagpole holders shall be located and cleaned out to accept the flagpole. Flags shall be checked for serviceability and any unserviceable
- D. Flags shall be given to Cemetery staff to be properly retired.

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- E. Flags shall be placed the workday before the holiday or holiday weekend and removed the first workday following the holiday or holiday weekend.
- F. Flags shall be removed from poles and folded and stored in Cemetery supplied boxes.

MULCHING

1. GENERAL

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

2. SCOPE

Work consists of mulching all tree rings, interment areas that are not conducive to grass growth, buildings, shelters, front entrance, and around signs.

Contractor will supply clean long needle pine straw mulch for all areas requiring mulch.

3. GENERAL REQUIREMENTS

- A) Mulching shall be required approximately three (3) times a year, at the COR's discretion and direction around all trees within the cemetery applied at a depth of 3-5 inches with depth diminishing up to the tree to not be piled against the base (trunks) of trees (i.e., mulch should cover the soil up to the trunk, but not be piled against it, no mulch "volcanoes").
- B) Mulching shall also be required at other various locations within the cemetery; i.e., cemetery main entrance and shaded areas in burial sections that do not allow for grass growth. The COR will determine exact locations of areas needing mulching.
- C) Mulching shall be applied in early May, late June, and again late August to aid in aesthetic appearance and decomposition.
- D) Dates are approximate. Work shall be coordinated and scheduled by the COR and will be determined at the COR's discretion.

Number & Size of Trees and Planting Beds

Number of Trees: approximately 306

Mulch Areas: Approx. sq. ft.

Main Entrance: 1,200 sq. ft.

Admin Office: 500 sq. ft.

Shelter: 1,200 sq. ft.

Turf Areas: 8,100 sq. ft.

Total sq. ft.: 11,000

SCHEDULE FOR APPLICATIONS

The following schedule is a recommendation only. The COR will make the final decision of when each task is to be performed.

May

- Apply 1st application of fertilizer
- Apply broadleaf weed application to turf areas.
- Apply Fire Ant control

June

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- Apply 2nd application of fertilizer
- Apply second application of broadleaf weed control to turf areas. (Ensure that the required time frame has elapsed between grass seed germination and broadleaf herbicide application.)

July

- Apply post emergent herbicide for weed control in turf areas if needed.
- Apply 3rd application of fertilizer.

August

- Mid-August 4th application of fertilizer

September

- Late September Apply 5th application of fertilizer with pre-emergent to control winter weeds. Do not apply Pre-emergent in areas that will be re-seeded. Herbicide application as needed.

DOCUMENTS EXHIBITS AND ATTACHMENTS

ATTACHMENT A	§1.218 SECURITY AND LAW ENFORCEMENT AT VA FACILITIES	
ATTACHMENT B	CEMETERY MAP	
ATTACHMENT C	PERFORMANCE OF WORK REQUIREMENT SUMMARY	
ATTACHMENT D	QUALITY ASSURANCE SURVEILLANCE PLAN	

ATTACHMENT A
**Security and Law Enforcement at
Department of Veterans Affairs Facilities**

§1.218 Security and law enforcement at VA facilities.

(a) *Authority and rules of conduct.* Pursuant to 38 U.S.C. 901-905, the following rules and regulations apply at all property under the charge and control of VA (and not under the charge and control of the General Services Administration) and to all persons entering in or on such property. The head of the facility is charged with the responsibility for the enforcement of these rules and regulations and shall cause these rules and regulations to be posted in a conspicuous place on the property.

(1) *Closing property to public.* The head of the facility, or designee, shall establish visiting hours for the convenience of the public and shall establish specific hours for the transaction of business with the public. The property shall be closed to the public during other than the hours so established. In emergency situations, the property shall be closed to the public when reasonably necessary to ensure the orderly conduct of Government business. The decision to close a property during an emergency shall be made by the head of the facility or designee. The head of the facility or designee shall have authority to designate areas within a facility as closed to the public.

(2) *Recording presence.* Admission to property during periods when such property is closed to the public will be limited to persons authorized by the head of the facility or designee. Such persons may be required to sign a register and/or display identification documents when requested to do so by VA police, or other authorized individual. No person, without authorization, shall enter upon or remain on such property while the property is closed. Failure to leave such premises by unauthorized persons shall constitute an offense under this paragraph.

(3) *Preservation of property.* The improper disposal of rubbish on property; the spitting on the property; the creation of any hazard on property to persons or things; the throwing of articles of any kind from a building; the climbing upon the roof or any part of the building, without permission; or the willful destruction, damage, or removal of Government property or any part thereof, without authorization, is prohibited. The destruction, mutilation, defacement, injury, or removal of any monument, gravestone, or other structure within the limits of any national cemetery is prohibited.

(4) *Conformity with signs and emergency conditions.* The head of the facility, or designee, shall have authority to post signs of a prohibitory and directory nature. Persons, in and on property, shall comply with such signs of a prohibitory or directory nature, and during emergencies, with the direction of police authorities and other authorized officials. Tampering with, destruction, marring, or removal of such posted signs is prohibited.

(5) *Disturbances.* Conduct on property which creates loud or unusual noise; which unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots; which otherwise impedes or disrupts the performance of official duties by Government employees; which prevents one from obtaining medical or other services provided on the property in a timely manner; or the use of loud, abusive, or otherwise improper language; or unwarranted loitering, sleeping, or assembly is prohibited. In addition to measures designed to secure voluntary terminations of violations of this paragraph the head of the facility or designee may cause the issuance of orders for persons who are creating a disturbance to depart the property. Failure to leave the premises when so ordered constitutes a further disturbance within the meaning of this rule, and the offender is subject to arrest and removal from the premises.

(6) *Gambling.* Participating in games for money or for tangible or intangible things, or the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of numbers tickets, in or on property is prohibited.

(7) *Alcoholic beverages and narcotics.* Operating a motor vehicle on property by a person under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. Entering property under the influence of any narcotic drug, hallucinogen, marijuana, barbiturate, amphetamine, or alcoholic beverage (unless prescribed by a physician) is prohibited. The use on property of any narcotic drug, hallucinogen, marijuana, barbiturate, or amphetamine (unless prescribed by a physician) is prohibited. The introduction or possession of alcoholic beverages or any narcotic drug, hallucinogen, marijuana, barbiturate and amphetamine on property is prohibited, except for liquor or drugs prescribed for use by medical authority for medical purposes. Provided such possession is consistent with the laws of the State in which the facility is located, liquor may be used and maintained in quarters assigned to employees as their normal abode, and away from the abode with the written consent of the head of the facility which specifies a special occasion for use and limits the area and period for the authorized use.

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(8) *Soliciting vending, and debt collection.* Soliciting alms and contributions, commercial soliciting and vending of all kinds, displaying or distributing commercial advertising, or collecting private debts in or on property is prohibited. This rule does not apply to:

(i) National or local drives for funds for welfare, health, or other purposes as authorized under Executive Order 12353, Charitable Fund Raising (March 23, 1982), as amended by Executive Order 12404 (February 10, 1983), and regulations issued by the Office of Personnel Management implementing these Executive Orders;

(ii) Concessions or personal notices posted by employees on authorized bulletin boards; and

(iii) Solicitation of labor organization membership or dues under 5 U.S.C. chapter 71.

(9) *Distribution of handbills.* The distributing of materials such as pamphlets, handbills, and/or flyers, and the displaying of placards or posting of materials on bulletin boards or elsewhere on property is prohibited, except as authorized by the head of the facility or designee or when such distributions or displays are conducted as part of authorized Government activities.

(10) *Photographs for news, advertising, or commercial purposes.* Photographs for advertising or commercial purposes may be taken only with the written consent of the head of the facility or designee. Photographs for news purposes may be taken at entrances, lobbies, foyers, or in other places designated by the head of the facility or designee.

(11) *Animals.*

(i) Service animals, as defined in paragraph (a)(11)(viii) of this section, are permitted on VA property when those animals accompany individuals with disabilities and are trained for that purpose. A service animal shall be under the control of the person with the disability or an alternate handler at all times while on VA property. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means). VA is not responsible for the care or supervision of a service animal. Service animal presence on VA property is subject to the same terms, conditions, and regulations as generally govern admission of the public to the property.

(ii) A service animal will be denied access to VA property or removed from VA property if:

(A) The animal is not under the control of the individual with a disability or an alternate handler;

(B) The animal is not housebroken. The animal must be trained to eliminate its waste in an outdoor area; or

(C) The animal otherwise poses a risk to the health or safety of people or other service animals. In determining whether an animal poses a risk to the health or safety of people or other service animals, VA will make an individualized assessment based on objective indications to ascertain the severity of the risk. Such indications include but are not limited to:

(1) External signs of aggression from the service animal, such as growling, biting or snapping, baring its teeth, lunging; or

(2) External signs of parasites on the service animal (e.g. fleas, ticks), or other external signs of disease or bad health (e.g. diarrhea or vomiting).

(iii) Service animals will be restricted from accessing certain areas of VA property under the control of the Veterans Health Administration (VHA properties) to ensure patient care, patient safety, or infection control standards are not compromised. Such areas include but are not limited to:

(A) Operating rooms and surgical suites;

(B) Areas where invasive procedures are being performed;

(C) Acute inpatient hospital settings when the presence of the service animal is not part of a documented treatment plan;

(D) Decontamination, sterile processing, and sterile storage areas;

(E) Food preparation areas (not to include public food service areas); and

(F) Any areas where personal protective clothing must be worn or barrier protective measures must be taken to enter.

(iv) Service animals will be restricted from accessing certain areas of VA property under the control of the National Cemetery Administration (NCA properties) to ensure that public safety, facilities and grounds care, and maintenance control are not compromised. Such areas include but are not limited to:

(A) Open interment areas, except as approved to observe an individual interment or inurnment.

(B) Construction or maintenance sites; and

(C) Grounds keeping and storage facilities.

(v) If a service animal is denied access to VA property or removed from VA property in accordance with (a)(11)(ii) of this section, or restricted from accessing certain VA property in accordance with paragraphs

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(a)(11)(iii) and (iv) of this section, then VA will give the individual with a disability the opportunity to obtain services without having the service animal on VA property.

(vi) Unless paragraph (a)(11)(vii) of this section applies, an individual with a disability must not be required to provide documentation, such as proof that an animal has been certified, trained, or licensed as a service animal, to gain access to VA property accompanied by the service animal. However, an individual may be asked if the animal is required because of a disability, and what work or task the animal has been trained to perform.

(vii) An individual with a disability, if such individual will be accompanied by the service animal while receiving treatment in a VHA residential program, must provide VA with documentation that confirms the service animal has had a current rabies vaccine as determined by state and local public health requirements, and current core canine vaccines as dictated by local veterinary practice standards (e.g. distemper, parvovirus, and adenovirus-2).

(viii) A service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. Service dogs in training are not considered service animals. This definition applies regardless of whether VA is providing benefits to support a service dog under 38 CFR 17.148.

(ix) Generally, animals other than service animals ("non-service animals") are not permitted to be present on VA property, and any individual with a non-service animal must remove it. However, a VA facility head or designee may permit certain non-service animals to be present on VA property for the following reasons:

(A) Animals may be permitted to be present on VA property for law enforcement purposes;

(B) Animals under the control of the VA Office of Research and Development may be permitted to be present on VA property;

(C) Animal-assisted therapy (AAT) animals may be permitted to be present on VHA property when the presence of such animals would not compromise patient care, patient safety, or infection control standards. AAT is a goal-directed clinical intervention, as provided or facilitated by a VA therapist or VA clinician, that incorporates the use of an animal into the treatment regimen of a patient. Any AAT animal present on VHA property must facilitate achievement of patient-specific treatment goals, as documented in the patient's treatment plan. AAT animals must be up to date with all core vaccinations or immunizations, prophylactic parasite control medications, and regular health screenings as determined necessary by a licensed veterinarian consistent with local veterinary practice standards. Proof of compliance with these requirements must be documented and accessible in the area(s) where patients receive AAT.

(D) Animal-assisted activity (AAA) animals may be permitted to be present on VHA property when the presence of such animals would not compromise patient care, patient safety, or infection control standards. AAA involves animals in activities to provide patients with casual opportunities for motivational, educational, recreational, and/or therapeutic benefits. AAA is not a goal-directed clinical intervention that must be provided or facilitated by a VA therapist or clinician, and therefore is not necessarily incorporated into the treatment regimen of a patient or documented in the patient's medical record as treatment. AAA animals must be up to date with all core vaccinations or immunizations, prophylactic parasite control medications, and regular health screenings as determined necessary by a licensed veterinarian consistent with local veterinary practice standards. Proof of compliance with these requirements must be documented and accessible in the area(s) where patients may participate in AAA.

(E) Animals participating in a VA Community Living Center (CLC) residential animal program or a Mental Health Residential Rehabilitation Treatment Program (MHR RTP) may be permitted to be present on VHA property, when the presence of such animals would not compromise patient care, patient safety, or infection control standards. A residential animal program in a VA CLC or a MHR RTP is a program that uses the presence of animals to create a more homelike environment to foster comfort for veterans, while also stimulating a sense of purpose, familiarity, and belonging. Any VA CLC or MHR RTP residential animal present on VHA property must facilitate achievement of therapeutic outcomes (such as described above), as documented in patient treatment plans. Residential animals in a VA CLC or MHR RTP must be up to date with all core vaccinations and immunizations, prophylactic parasite control medications, and regular health screenings as determined necessary by a licensed veterinarian consistent with local veterinary practice standards. Proof of compliance with these requirements must be documented and accessible in the VA CLC or MHR RTP.

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(F) Animals may be present on NCA property for ceremonial purposes during committal services, interments, and other memorials, if the presence of such animals would not compromise public safety, facilities and grounds care, and maintenance control standards.

(x) For purposes of this section, a disability means, with respect to an individual, a physical or mental impairment that substantially limits one or more major life activities of the individual; a record of such an impairment; or being regarded as having such an impairment.

(OMB has approved the information collection requirements in this section under control number XXXX-XXXX.)

(12) *Vehicular and pedestrian traffic.* Drivers of all vehicles in or on property shall drive in a careful and safe manner at all times and shall comply with the signals and directions of police and all posted traffic signs. The blocking of entrances, driveways, walks, loading platforms, or fire hydrants in or on property is prohibited; parking in unauthorized locations or in locations reserved for other persons or contrary to the direction of posted signs is prohibited. Creating excessive noise on hospital or cemetery premises by muffler cut out, the excessive use of a horn, or other means is prohibited. Operation of a vehicle in a reckless or unsafe manner, drag racing, bumping, overriding curbs, or leaving the roadway is prohibited.

(13) *Weapons and explosives.* No person while on property shall carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, except for official purposes.

(14) *Demonstrations.*

(i) All visitors are expected to observe proper standards of decorum and decency while on VA property. Toward this end, any service, ceremony, or demonstration, except as authorized by the head of the facility or designee, is prohibited. Jogging, bicycling, sledding and other forms of physical recreation on cemetery grounds is prohibited.

(ii) For the purpose of the prohibition expressed in this paragraph, unauthorized demonstrations or services shall be defined as, but not limited to, picketing, or similar conduct on VA property; any oration or similar conduct to assembled groups of people, unless the oration is part of an authorized service; the display of any placards, banners, or foreign flags on VA property unless approved by the head of the facility or designee; disorderly conduct such as fighting, threatening, violent, or tumultuous behavior, unreasonable noise or coarse utterance, gesture or display or the use of abusive language to any person present; and partisan activities, i.e., those involving commentary or actions in support of, or in opposition to, or attempting to influence, any current policy of the Government of the United States, or any private group, association, or enterprise.

(15) *Key security.* The head of the facility or designee, will determine which employees, by virtue of their duties, shall have access to keys or barrier-card keys which operate locks to rooms or areas on the property. The unauthorized possession, manufacture, and/or use of such keys or barrier cards is prohibited. The surreptitious opening or attempted opening of locks or card-operated barrier mechanisms is prohibited.

(16) *Sexual misconduct.* Any act of sexual gratification on VA property involving two or more persons, who do not reside in quarters on the property, is prohibited. Acts of prostitution or solicitation for acts of prostitution on VA property is prohibited. For the purposes of this paragraph, an act of prostitution is defined as the performance or the offer or agreement to perform any sexual act for money or payment.

(b) *Schedule of offenses and penalties.* Conduct in violation of the rules and regulations set forth in paragraph (a) of this section subjects an offender to arrest and removal from the premises. Whomever shall be found guilty of violating these rules and regulations while on any property under the charge and control of VA is subject to a fine as stated in the schedule set forth herein or, if appropriate, the payment of fixed sum in lieu of appearance (forfeiture of collateral) as may be provided for in rules of the United States District Court. Violations included in the schedule of offenses and penalties may also subject an offender to a term of imprisonment of not more than six months, as may be determined appropriate by a magistrate or judge of the United States District Court:

(1) Improper disposal of rubbish on property, \$200.

(2) Spitting on property, \$25.

(3) Throwing of articles from a building or the unauthorized climbing upon any part of a building, \$50.

(4) Willful destruction, damage, or removal of Government property without authorization, \$500.

(5) Defacement, destruction, mutilation or injury to, or removal, or disturbance of, gravemarker or headstone, \$500.

(6) Failure to comply with signs of a directive and restrictive nature posted for safety purposes, \$50.

(7) Tampering with, removal, marring, or destruction of posted signs, \$150

(8) Entry into areas posted as closed to the public or others (trespass), \$50.

(9) Unauthorized demonstration or service in a national cemetery or on other VA property, \$250.

(10) Creating a disturbance during a burial ceremony, \$250.

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- (11) Disorderly conduct which creates loud, boisterous, and unusual noise, or which obstructs the normal use of entrances, exits, foyers, offices, corridors, elevators, and stairways or which tends to impede or prevent the normal operation of a service or operation of the facility, \$250.
 - (12) Failure to depart premises by unauthorized persons, \$50.
 - (13) Unauthorized loitering, sleeping or assembly on property, \$50.
 - (14) Gambling-participating in games of chance for monetary gain or personal property; the operation of gambling devices, a pool or lottery; or the taking or giving of bets, \$200.
 - (15) Operation of a vehicle under the influence of alcoholic beverages or nonprescribed narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines, \$500.
 - (16) Entering premises under the influence of alcoholic beverages or narcotic drugs, hallucinogens, marijuana, barbiturates or amphetamines, \$200.
 - (17) Unauthorized use on property of alcoholic beverages or narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines, \$300.
 - (18) Unauthorized introduction on VA controlled property of alcoholic beverages or narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines or the unauthorized giving of same to a patient or beneficiary, \$500.
 - (19) Unauthorized solicitation of alms and contributions on premises, \$50.
 - (20) Commercial soliciting or vending, or the collection of private debts on property, \$50.
 - (21) Distribution of pamphlets, handbills, and flyers, \$25.
 - (22) Display of placards or posting of material on property, \$25.
 - (23) Unauthorized photography on premises, \$50.
 - (24) Failure to comply with traffic directions of VA police, \$25.
 - (25) Parking in spaces posted as reserved for physically disabled persons, \$50.
 - (26) Parking in no-parking areas, lanes, or crosswalks so posted or marked by yellow borders or yellow stripes, \$25.
 - (27) Parking in emergency vehicle spaces, areas and lanes bordered in red or posted as **EMERGENCY VEHICLES ONLY** or **FIRE LANE**, or parking within 15 feet of a fire hydrant, \$50.
 - (28) Parking within an intersection or blocking a posted vehicle entrance or posted exit lane, \$25.
 - (29) Parking in spaces posted as reserved or in excess of a posted time limit, \$15.
 - (30) Failing to come to a complete stop at a **STOP** sign, \$25.
 - (31) Failing to yield to a pedestrian in a marked and posted crosswalk, \$25.
 - (32) Driving in the wrong direction on a posted one-way street, \$25.
 - (33) Operation of a vehicle in a reckless or unsafe manner, too fast for conditions, drag racing, overriding curbs, or leaving the roadway, \$100.
 - (34) Exceeding posted speed limits:
 - (i) By up to 10 mph, \$25.
 - (ii) By up to 20 mph, \$50.
 - (iii) By over 20 mph, \$100.
 - (35) Creating excessive noise in a hospital or cemetery zone by muffler cut out, excessive use of a horn, or other means, \$50.
 - (36) Failure to yield right of way to other vehicles, \$50.
 - (37) Possession of firearms, carried either openly or concealed, whether loaded or unloaded (except by Federal or State law enforcement officers on official business), \$500.
 - (38) Introduction or possession of explosives, or explosive devices which fire a projectile, ammunition, or combustibles, \$500.
 - (39) Possession of knives which exceed a blade length of 3 inches; switchblade knives; any of the variety of hatchets, clubs and hand-held weapons; or brass knuckles, \$300.
 - (40) The unauthorized possession of any of the variety of incapacitating liquid or gas-emitting weapons, \$200.
 - (41) Unauthorized possession, manufacture, or use of keys or barrier card-type keys to rooms or areas on the property, \$200.
 - (42) The surreptitious opening, or attempted opening, of locks or card-operated barrier mechanisms on property, \$500.
 - (43) Soliciting for, or the act of, prostitution, \$250.
 - (44) Any unlawful sexual activity, \$250.
 - (45) Jogging, bicycling, sledding or any recreational physical activity conducted on cemetery grounds, \$50.
- (c) *Enforcement procedures.*

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(1) VA administration directors will issue policies and operating procedures governing the proper exercise of arrest and other law enforcement actions, and limiting the carrying and use of weapons by VA police officers. VA police officers found qualified under respective VA administration directives and duly appointed heads of facilities for the purposes of 38 U.S.C. 902, will enforce these rules and regulations and other Federal laws on VA property in accordance with the policies and operating procedures issued by respective VA administration directors and under the direction of the head of the facility.

(2) VA administration directors will prescribe training for VA police officers of the scope and duration necessary to assure the proper exercise of the law enforcement and arrest authority vested in them and to assure their abilities in the safe handling of situations involving patients and the public in general. VA police officers will successfully complete prescribed training in law enforcement procedures and the safe handling of patients as a condition of their retention of statutory law enforcement and arrest authority.

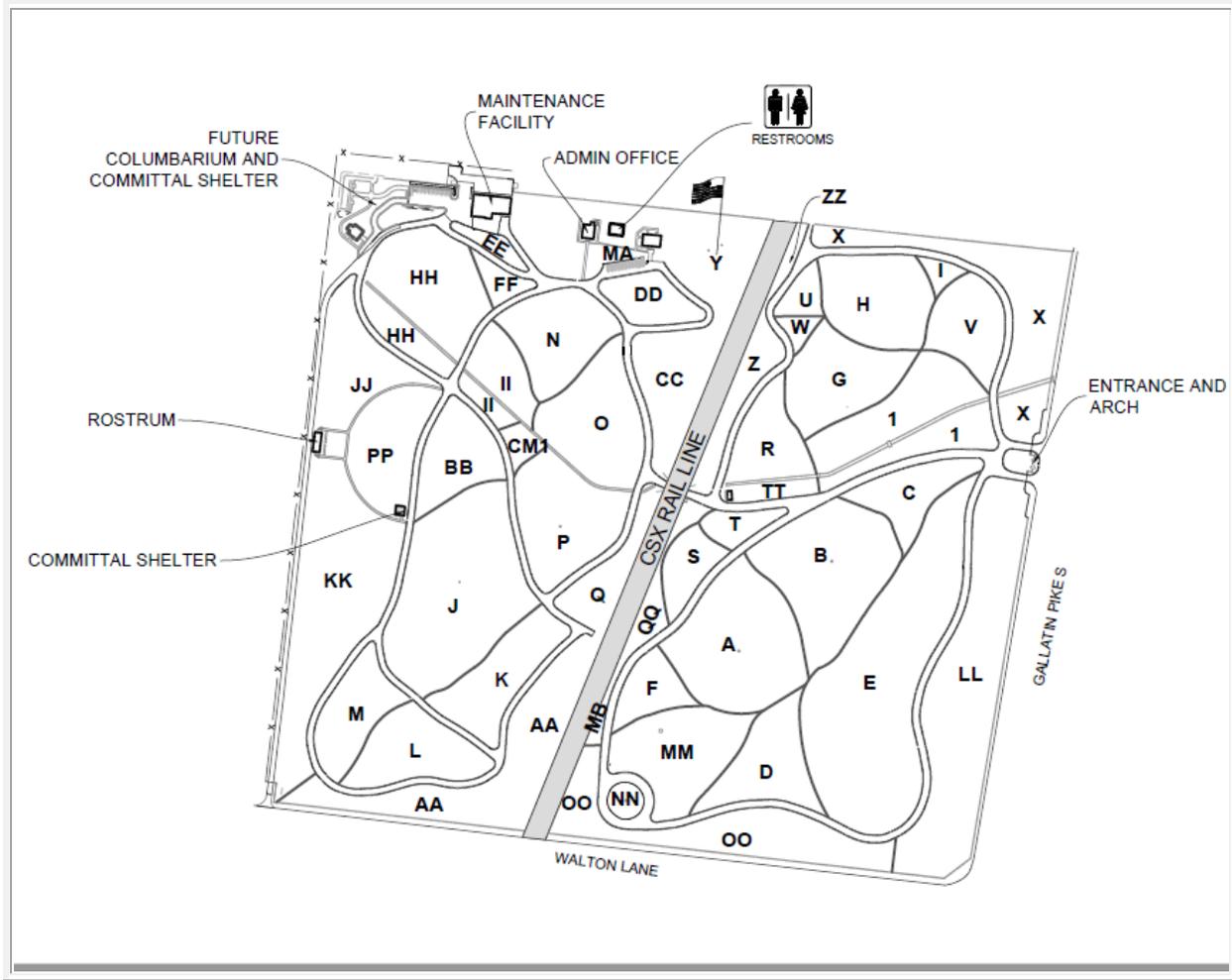
(3) Nothing contained in the rules and regulations set forth in paragraph (a) of this section shall be construed to abrogate any other Federal laws or regulations, including assimilated offenses under 18 U.S.C. 13, or any State or local laws and regulations applicable to the area in which the property is situated. (Authority: 38 U.S.C. 901-905)

[50 FR 29226, July 18, 1985; as amended at 80 FR 49162, Aug. 17, 2015]

ATTACHMENT B

Cemetery Map

NASHVILLE NATIONAL CEMETERY
1420 GALLATIN PIKE SOUTH, MADISON, TN 37115



ATTACHMENT C

PERFORMANCE OF WORK REQUIREMENTS SUMMARY

1. The purpose of this exhibit is to:
 - A. List the contract requirements considered most critical to acceptable contract performance.
 - B. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
 - C. Define the procedure the Government shall use in reducing the Contractor's monthly payment if satisfactory performance is not rendered.
2. The Government's quality assurance procedures are based on actual performance of the contract and all areas will be reviewed periodically, (e.g. weekly, monthly, quarterly, and semi-annually).
3. The criteria for acceptable and unacceptable performance are as follows:
 - A. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
 - B. If the quality of work does not comply with the contract requirements the COR will initiate and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
 - C. The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in this contract.
 - D. If the level of performance is deemed unacceptable to the Government concurrent with two unsatisfactory ratings, monthly payment will be reduced for unsatisfactory performance by the percentage as shown in the Quality Assurance Surveillance Plan (QASP)

ATTACHMENT C

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Quality Assurance Surveillance Plan: The QASP will consist of periodic inspections conducted by the COR or his/her designee, and by visitor input (in the form of complaints of poor service or responses on good service). A completed evaluation covering the items listed in the "Management Support Rating Criteria" (enclosed below) will be forwarded to the Contracting Officer every six (6) months, by the COR.
2. A surveillance report will be prepared by the CO and forwarded to the Contractor. The Contractor shall respond to any complaints and/or ratings of deficient performance within five (5) calendar days, after receipt of the report. All visitor complaints deemed by the COR to require a written response to the Contractor, or administrative action, will be forwarded to the CO, as soon as possible, for action.

3. MANAGEMENT SUPPORT RATING CRITERIA

The criteria for acceptable and unacceptable performance are as follows:

- A. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
- B. If the quality of work does not comply with the contract requirements the COR will initiate and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
- D. If the level of performance is deemed unacceptable to the Government concurrent with two unsatisfactory ratings, monthly payment will be reduced for unsatisfactory performance by the percentage as shown in the chart below:

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Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Mowing	98 % of Turf area is maintained within one inch above the range of that which is professionally recommended for that type and region	100 % of Turf area is maintained within one inch above the range of that which is professionally recommended for that type and region	20% of invoice deduction for failing to meet MAL	Full payment of invoice
Trimming	98% of all un-mowed grass around headstones, monuments, markers and other vertical surfaces is trimmed to its recommended height. <u>Scalping is not acceptable</u>	100% of all un-mowed grass around headstones, monuments, markers and other vertical surfaces is trimmed to its recommended height. <u>Scalping is not acceptable.</u>	10% of invoice deduction for failing to meet MAL	Full payment of invoice
Edging	98% of Edging is completed on flat stones, roads and curbs with mowing cycle.	100% of Edging is completed on flat stones, roads and curbs with mowing cycle.	5% of invoice deduction for failing to meet MAL	Full payment of invoice
Plant & Tree Maintenance	97% of Plants and Trees are free of pests and maintained at a healthy, shaped and trimmed to proper height and shape for size and type of tree.	100 % Plants and Trees are free of pests and maintained at a healthy, shaped and trimmed to proper height and shape for size and type of tree.	5% of invoice deduction for failing to meet MAL	Full payment of invoice
Mulching	98 % of Mulch beds are properly mulched and maintained as generally weed free.	100 % of Mulch beds are properly mulched and maintained as generally weed free.	10% deduction from invoice for failure to meet MAL.	Full payment of invoice
Flower and Debris pickup.	98 % of surfaces are swept and blown daily by 0900 AM and by close of business.	100 % of surfaces are swept and blown daily by 0900 AM and close of business.	5% deduction from invoice for failure to meet MAL	Full payment of invoice

Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Weed and pest control	95% of Turf is healthy and generally weed and pest free.	100% of Turf is healthy and generally weed and pest free.	10% of invoice deduction for failing to meet MAL	Full payment of invoice
Lawn Maintenance	98% of trees will be kept free of suckers. Low-hanging, dead and broken branches (ones that can be SAFELY	100% of trees will be kept free of suckers. Low-hanging, dead and broken branches (ones that can be SAFELY	10% of invoice deduction for failing to meet MAL	Full payment of invoice

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	removed with a pole pruner or from a step ladder) will be removed. All cuts will be made cleanly	removed with a pole pruner or from a step ladder) will be removed. All cuts will be made cleanly		
Sodding and Seeding	98% gravesites requiring sodding have healthy turf established within 30 days of burial during growing season.	100% gravesites requiring sodding have healthy turf established within 14 days of burial during growing season.	10% of invoice deduction for failing to meet MAL	Full payment of invoice
Leaf Collection	98% of fallen leaves are removed from Cemetery grounds weekly when required	100% fallen leaves are removed from Cemetery grounds weekly when required.	10% of invoice deduction for failing to meet MAL	Full payment of invoice
Grave Renovation	98% of gravesites are not to be mounded nor recessed, they should blend with adjacent gravesites.	100% of gravesites are not to be mounded nor recessed, they should blend with adjacent gravesites	10% deduction from invoice for failure to meet MAL.	Full payment of invoice

Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Trash and Debris Removal	98% of all trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs will be removed from the cemetery areas daily	100% of all trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs will be removed from the cemetery areas daily	5% of invoice deduction for failing to meet MAL	Full payment of invoice
Shrubs and Tree Maintenance	98% of trees and shrubs are maintained as healthy and free of pests and disease.	100% of trees and shrubs are maintained as healthy and free of pests and disease.	5% deduction from invoice for failure to meet MAL.	Full payment of invoice
Trash and debris removal	98% of drainage ditch is kept clean and free of debris.	100% of drainage ditch is kept clean and free of debris.	5% deduction from invoice for failure to meet MAL.	Full payment of invoice
Snow and Ice removal	98% of snow and ice are removed from roads and walkways.	100% of snow and ice are removed from roads and walkways.	10% deduction from invoice for failure to meet MAL	Full payment of invoice
Avenue of Flags	99% of Flags are placed and removed with dignity.	100% of Flags are placed and removed with dignity.	25% deduction from invoice for failure to meet MAL	Full payment of invoice
Grounds Cleanup	98% of Flags or Wreaths are cleaned up in required time frame.	100% of Flags or Wreaths are cleaned up in required time frame.	10% deduction from invoice for failure to meet MAL	Full payment of invoice

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Report Submittals	Turns in all required submittals 98% of the time.	Turns in all required submittals 100% of the time.	5% deduction from invoice for failure to meet MAL.	Full payment of invoice
Maintain Government Property in neat and clean manner.	99% of Government Property used by Contractor is maintained in neat and clean manner	100% of Government Property used by Contractor is maintained in neat and clean manner	5% deduction from invoice for failure to meet MAL.	Full payment of invoice
Safety Maintained during operations	No accidents or incidents due to contractor's failure to take safety precautions.	No accidents or incidents due to contractor's failure to take safety precautions.	20% deduction from invoice for safety violation.	Full payment of invoice

SOLICITATION #: 36C78618Q0351**BASE PERIOD: DATE OF AWARD TO SEPTEMBER 30, 2018**

CLIN	ITEM	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Mowing	32	Week		
0002	Trimming	32	Week		
0003	Edging	32	Each		
0004	Sunken Grave Repair	1	Each		
0005	Shrub & Tree Maintenance	12	Month		
0006	Mulching (Mulch supplied by the contractor.)	3	Each		
0007	Turf Maintenance; 1 up to 5 each Fertilization applications (approximately 62 acres)	1	Each		
0008	Turf Maintenance; 1 up to 5 each pre/post emergent Herbicide applications. (approximately 62 acres)	1	Each		
0009	Fire Ant Control Blanket application (approximately 62 acres)	1	Job		
0010	Fire Ant Control Blanket spot application (up to 25 mounds)	1	Job		
0011	Pest Control Blanket Application (approximately 62 acres)	1	Job		
0012	Pest Control Spot Application (up to 5 acres)	1	Job		
0013	Sodding/Seeding gravesite (Up to 400)	1	Each		
0014	Lime Application (As Needed)	1	Each		
0015	Trash & Debris Removal	52	Week		
0016	Leaf Collection	26	Week		
0017	Flag Pickup	1	Job		
0018	Wreath Pickup	1	Job		
0019	Turf Maintenance Aeration	1	Job		
0020	Snow and Ice removal (As Needed)	5	Job		
0021	Avenue of Flags	4	Job		
TOTAL ESTIMATED COST FOR BASE PERIOD					

SOLICITATION #: 36C78618Q0351**OPTION PERIOD 1: OCTOBER 1, 2018 TO SEPTEMBER 30, 2019**

CLIN	ITEM	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Mowing	32	Week		
1002	Trimming	32	Week		
1003	Edging	32	Each		
1004	Sunken Grave Repair	1	Each		
1005	Shrub & Tree Maintenance	12	Month		
1006	Mulching (Mulch supplied by the contractor.)	3	Each		
1007	Turf Maintenance; 1 up to 5 each Fertilization applications (approximately 62 acres)	1	Each		
1008	Turf Maintenance; 1 up to 5 each pre/post emergent Herbicide applications. (approximately 62 acres)	1	Each		
1009	Fire Ant Control Blanket application (approximately 62 acres)	1	Job		
1010	Fire Ant Control Blanket spot application (up to 25 mounds)	1	Job		
1011	Pest Control Blanket Application (approximately 62 acres)	1	Job		
1012	Pest Control Spot Application (up to 5 acres)	1	Job		
1013	Sodding/Seeding gravesite (Up to 400)	1	Each		
1014	Lime Application (As Needed)	1	Each		
1015	Trash & Debris Removal	52	Week		
1016	Leaf Collection	26	Week		
1017	Flag Pickup	1	Job		
1018	Wreath Pickup	1	Job		
1019	Turf Maintenance Aeration	1	Job		
1020	Snow and Ice removal (As Needed)	5	Job		
1021	Avenue of Flags	4	Job		
TOTAL ESTIMATED COST FOR OPTION YEAR #1					

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OPTION PERIOD 2: OCTOBER 1, 2019 TO SEPTEMBER 30, 2020

CLIN	ITEM	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Mowing	32	Week		
2002	Trimming	32	Week		
2003	Edging	32	Each		
2004	Sunken Grave Repair	1	Each		
2005	Shrub & Tree Maintenance	12	Month		
2006	Mulching (Mulch supplied by the contractor.)	3	Each		
2007	Turf Maintenance; 1 up to 5 each Fertilization applications (approximately 62 acres)	1	Each		
2008	Turf Maintenance; 1 up to 5 each pre/post emergent Herbicide applications. (approximately 62 acres)	1	Each		
2009	Fire Ant Control Blanket application (approximately 62 acres)	1	Job		
2010	Fire Ant Control Blanket spot application (up to 25 mounds)	1	Job		
2011	Pest Control Blanket Application (approximately 62 acres)	1	Job		
2012	Pest Control Spot Application (up to 5 acres)	1	Job		
2013	Sodding/Seeding gravesite (Up to 400)	1	Each		
2014	Lime Application (As Needed)	1	Each		
2015	Trash & Debris Removal	52	Week		
2016	Leaf Collection	26	Week		
2017	Flag Pickup	1	Job		
2018	Wreath Pickup	1	Job		
2019	Turf Maintenance Aeration	1	Job		
2020	Snow and Ice removal (As Needed)	5	Job		
2021	Avenue of Flags	4	Job		
TOTAL ESTIMATED COST FOR OPTION YEAR #2					

SOLICITATION #: 36C78618Q0351**OPTION PERIOD 3: OCTOBER 1, 2020 TO SEPTEMBER 30, 2021**

CLIN	ITEM	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Mowing	32	Week		
3002	Trimming	32	Week		
3003	Edging	32	Each		
3004	Sunken Grave Repair	1	Each		
3005	Shrub & Tree Maintenance	12	Month		
3006	Mulching (Mulch supplied by the contractor.)	3	Each		
3007	Turf Maintenance; 1 up to 5 each Fertilization applications (approximately 62 acres)	1	Each		
3008	Turf Maintenance; 1 up to 5 each pre/post emergent Herbicide applications. (approximately 62 acres)	1	Each		
3009	Fire Ant Control Blanket application (approximately 62 acres)	1	Job		
3010	Fire Ant Control Blanket spot application (up to 25 mounds)	1	Job		
3011	Pest Control Blanket Application (approximately 62 acres)	1	Job		
3012	Pest Control Spot Application (up to 5 acres)	1	Job		
3013	Sodding/Seeding gravesite (Up to 400)	1	Each		
3014	Lime Application (As Needed)	1	Each		
3015	Trash & Debris Removal	52	Week		
3016	Leaf Collection	26	Week		
3017	Flag Pickup	1	Job		
3018	Wreath Pickup	1	Job		
3019	Turf Maintenance Aeration	1	Job		
3020	Snow and Ice removal (As Needed)	5	Job		
3021	Avenue of Flags	4	Job		
TOTAL ESTIMATED COST FOR OPTION YEAR #3					

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OPTION PERIOD 4: OCTOBER 1, 2021 TO SEPTEMBER 30, 2022

CLIN	ITEM	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Mowing	32	Week		
4002	Trimming	32	Week		
4003	Edging	32	Each		
4004	Sunken Grave Repair	1	Each		
4005	Shrub & Tree Maintenance	12	Month		
4006	Mulching (Mulch supplied by the contractor.)	3	Each		
4007	Turf Maintenance; 1 up to 5 each Fertilization applications (approximately 62 acres)	1	Each		
4008	Turf Maintenance; 1 up to 5 each pre/post emergent Herbicide applications. (approximately 62 acres)	1	Each		
4009	Fire Ant Control Blanket application (approximately 62 acres)	1	Job		
4010	Fire Ant Control Blanket spot application (up to 25 mounds)	1	Job		
4011	Pest Control Blanket Application (approximately 62 acres)	1	Job		
4012	Pest Control Spot Application (up to 5 acres)	1	Job		
4013	Sodding/Seeding gravesite (Up to 400)	1	Each		
4014	Lime Application (As Needed)	1	Each		
4015	Trash & Debris Removal	52	Week		
4016	Leaf Collection	26	Week		
4017	Flag Pickup	1	Job		
4018	Wreath Pickup	1	Job		
4019	Turf Maintenance Aeration	1	Job		
4020	Snow and Ice removal (As Needed)	5	Job		
4021	Avenue of Flags	4	Job		
TOTAL ESTIMATED COST FOR OPTION YEAR #4					

Base Period: Date of Award through September 30, 2018	
Option Year 1: October 1, 2018 through September 30, 2019	
Option Year 2: October 1, 2019 through September 30, 2020	
Option Year 3: October 1, 2020 through September 30, 2021	
Option Year 4: October 1, 2021 through September 30, 2022	
Option: 6-Month Contract Extension	
Total Aggregate Value of Contract	

SECTION C - CONTRACT CLAUSES

C.1 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.2 SBA ACT 8(d) (13) (B)

(B) NOTICE. —

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

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

C.3 DIGNITY CLAUSE FOR NCA CONTRACTS

1. Every action by contractor personnel at a National Cemetery must be performed with the special care, reverence, dignity, and respect that acknowledge the cemetery as the final resting place that commemorates the service and sacrifice those 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.

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- a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
 - b. No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.
 - c. Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e., Bobcat®) or similar machine to extract the headstone from the socket. When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two wood 4X4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.
 - d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
 - e. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the Contractor must contact the COR, Director/Assistant Director, and Contracting Officer (CO) for guidance.
2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, and CO for guidance or resolution.
 3. The **Contractor is required** to discuss the guidance with their employees **and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.**

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

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

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

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(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.

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(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.

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(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

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

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

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

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

(u) *Unauthorized Obligations*.

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

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(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)

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/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT,	APR 1984

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	AND VEGETATION	
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996

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 the end of the effective period.

(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 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 52 Weeks/10 Applications;

(2) Any order for a combination of items in excess of 52 Weeks/10 Applications; or

(3) A series of orders from the same ordering office within 15 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 15 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.

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

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

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

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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(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.12 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.14 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.15 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of time that coincides with standard industry practices, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

C.16 VAAR 852.246-71 INSPECTION (JAN 2008)

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

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT 1 – WAGE DETERMINATIONS AND REQUESTS – SERVICE CONTRACT ACT (SCA) – NASHVILLE NATIONAL CEMETERY (MADISON, TN (DAVIDSON COUNTY))

WD 15-4647 (Rev.-8) was first posted on www.wdol.gov on 01/16/2018

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
		Wage Determination No.: 2015-4647
Daniel W. Simms		Revision No.: 8
Director		Date Of Revision: 01/10/2018
Division of		
Wage Determinations		

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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: Tennessee

Area: Tennessee Counties of Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Maury, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson, Wilson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.05
01012 - Accounting Clerk II		16.90
01013 - Accounting Clerk III		18.91
01020 - Administrative Assistant		21.86
01035 - Court Reporter		21.73
01041 - Customer Service Representative I		12.31
01042 - Customer Service Representative II		13.84
01043 - Customer Service Representative III		15.11
01051 - Data Entry Operator I		14.09
01052 - Data Entry Operator II		15.38
01060 - Dispatcher, Motor Vehicle		17.74
01070 - Document Preparation Clerk		14.18
01090 - Duplicating Machine Operator		14.18
01111 - General Clerk I		12.84
01112 - General Clerk II		14.02
01113 - General Clerk III		15.74
01120 - Housing Referral Assistant		18.72
01141 - Messenger Courier		13.79
01191 - Order Clerk I		14.42
01192 - Order Clerk II		15.74
01261 - Personnel Assistant (Employment) I		15.51
01262 - Personnel Assistant (Employment) II		17.35
01263 - Personnel Assistant (Employment) III		19.33
01270 - Production Control Clerk		22.25
01290 - Rental Clerk		11.81
01300 - Scheduler, Maintenance		15.00
01311 - Secretary I		15.00
01312 - Secretary II		17.06

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01313 - Secretary III	18.72
01320 - Service Order Dispatcher	15.40
01410 - Supply Technician	21.86
01420 - Survey Worker	14.75
01460 - Switchboard Operator/Receptionist	14.25
01531 - Travel Clerk I	11.31
01532 - Travel Clerk II	11.96
01533 - Travel Clerk III	12.76
01611 - Word Processor I	12.77
01612 - Word Processor II	15.95
01613 - Word Processor III	16.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.51
05010 - Automotive Electrician	21.82
05040 - Automotive Glass Installer	20.01
05070 - Automotive Worker	20.67
05110 - Mobile Equipment Servicer	18.13
05130 - Motor Equipment Metal Mechanic	20.78
05160 - Motor Equipment Metal Worker	20.95
05190 - Motor Vehicle Mechanic	20.78
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	18.90
05280 - Motor Vehicle Wrecker	19.99
05310 - Painter, Automotive	20.26
05340 - Radiator Repair Specialist	19.99
05370 - Tire Repairer	14.50
05400 - Transmission Repair Specialist	20.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	11.58
07042 - Cook II	13.09
07070 - Dishwasher	9.96
07130 - Food Service Worker	10.00
07210 - Meat Cutter	14.73
07260 - Waiter/Waitress	8.78
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.28
09040 - Furniture Handler	12.18
09080 - Furniture Refinisher	17.51
09090 - Furniture Refinisher Helper	13.99
09110 - Furniture Repairer, Minor	15.63
09130 - Upholsterer	16.89
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.10
11060 - Elevator Operator	11.10
11090 - Gardener	15.80
11122 - Housekeeping Aide	11.31
11150 - Janitor	11.31
11210 - Laborer, Grounds Maintenance	12.52
11240 - Maid or Houseman	10.53
11260 - Pruner	11.35
11270 - Tractor Operator	14.81
11330 - Trail Maintenance Worker	12.52
11360 - Window Cleaner	12.54
12000 - Health Occupations	
12010 - Ambulance Driver	16.73
12011 - Breath Alcohol Technician	16.73
12012 - Certified Occupational Therapist Assistant	28.83
12015 - Certified Physical Therapist Assistant	27.99
12020 - Dental Assistant	17.01
12025 - Dental Hygienist	30.76
12030 - EKG Technician	24.71
12035 - Electroneurodiagnostic Technologist	24.71
12040 - Emergency Medical Technician	16.73
12071 - Licensed Practical Nurse I	15.06
12072 - Licensed Practical Nurse II	16.85

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12073 - Licensed Practical Nurse III	18.78
12100 - Medical Assistant	15.40
12130 - Medical Laboratory Technician	17.48
12160 - Medical Record Clerk	15.38
12190 - Medical Record Technician	17.20
12195 - Medical Transcriptionist	16.66
12210 - Nuclear Medicine Technologist	32.55
12221 - Nursing Assistant I	10.76
12222 - Nursing Assistant II	12.11
12223 - Nursing Assistant III	13.21
12224 - Nursing Assistant IV	14.82
12235 - Optical Dispenser	18.18
12236 - Optical Technician	14.59
12250 - Pharmacy Technician	14.31
12280 - Phlebotomist	14.44
12305 - Radiologic Technologist	24.80
12311 - Registered Nurse I	24.32
12312 - Registered Nurse II	29.75
12313 - Registered Nurse II, Specialist	29.75
12314 - Registered Nurse III	35.99
12315 - Registered Nurse III, Anesthetist	35.99
12316 - Registered Nurse IV	43.13
12317 - Scheduler (Drug and Alcohol Testing)	20.31
12320 - Substance Abuse Treatment Counselor	18.68
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.16
13012 - Exhibits Specialist II	23.74
13013 - Exhibits Specialist III	29.03
13041 - Illustrator I	20.73
13042 - Illustrator II	25.68
13043 - Illustrator III	31.42
13047 - Librarian	26.50
13050 - Library Aide/Clerk	13.05
13054 - Library Information Technology Systems Administrator	23.92
13058 - Library Technician	16.21
13061 - Media Specialist I	17.27
13062 - Media Specialist II	19.32
13063 - Media Specialist III	21.53
13071 - Photographer I	15.25
13072 - Photographer II	17.06
13073 - Photographer III	21.14
13074 - Photographer IV	25.86
13075 - Photographer V	31.28
13090 - Technical Order Library Clerk	16.39
13110 - Video Teleconference Technician	19.03
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.54
14042 - Computer Operator II	16.27
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.15
14045 - Computer Operator V	22.35
14071 - Computer Programmer I	(see 1) 20.90
14072 - Computer Programmer II	(see 1) 24.85
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	14.54
14160 - Personal Computer Support Technician	21.34
14170 - System Support Specialist	26.93
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.75
15020 - Aircrew Training Devices Instructor (Rated)	35.78
15030 - Air Crew Training Devices Instructor (Pilot)	42.00

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15050 - Computer Based Training Specialist / Instructor	30.75
15060 - Educational Technologist	30.05
15070 - Flight Instructor (Pilot)	42.00
15080 - Graphic Artist	22.25
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	35.06
15086 - Maintenance Test Pilot, Rotary Wing	35.06
15088 - Non-Maintenance Test/Co-Pilot	35.06
15090 - Technical Instructor	21.93
15095 - Technical Instructor/Course Developer	26.83
15110 - Test Proctor	17.71
15120 - Tutor	17.71
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.88
16030 - Counter Attendant	8.88
16040 - Dry Cleaner	11.15
16070 - Finisher, Flatwork, Machine	8.88
16090 - Presser, Hand	8.88
16110 - Presser, Machine, Drycleaning	8.88
16130 - Presser, Machine, Shirts	8.88
16160 - Presser, Machine, Wearing Apparel, Laundry	8.88
16190 - Sewing Machine Operator	11.85
16220 - Tailor	12.52
16250 - Washer, Machine	9.62
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.36
19040 - Tool And Die Maker	24.70
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.25
21030 - Material Coordinator	22.25
21040 - Material Expediter	22.25
21050 - Material Handling Laborer	12.87
21071 - Order Filler	11.72
21080 - Production Line Worker (Food Processing)	15.25
21110 - Shipping Packer	14.25
21130 - Shipping/Receiving Clerk	14.25
21140 - Store Worker I	12.44
21150 - Stock Clerk	16.83
21210 - Tools And Parts Attendant	15.25
21410 - Warehouse Specialist	15.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.02
23019 - Aircraft Logs and Records Technician	22.11
23021 - Aircraft Mechanic I	25.77
23022 - Aircraft Mechanic II	27.02
23023 - Aircraft Mechanic III	28.17
23040 - Aircraft Mechanic Helper	19.54
23050 - Aircraft, Painter	27.35
23060 - Aircraft Servicer	22.11
23070 - Aircraft Survival Flight Equipment Technician	27.35
23080 - Aircraft Worker	23.55
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.55
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.77
23110 - Appliance Mechanic	17.08
23120 - Bicycle Repairer	14.22
23125 - Cable Splicer	36.30
23130 - Carpenter, Maintenance	17.80
23140 - Carpet Layer	19.99
23160 - Electrician, Maintenance	22.22
23181 - Electronics Technician Maintenance I	23.03
23182 - Electronics Technician Maintenance II	24.22
23183 - Electronics Technician Maintenance III	25.52
23260 - Fabric Worker	18.77
23290 - Fire Alarm System Mechanic	22.33
23310 - Fire Extinguisher Repairer	17.69

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23311 - Fuel Distribution System Mechanic	26.47
23312 - Fuel Distribution System Operator	21.14
23370 - General Maintenance Worker	17.98
23380 - Ground Support Equipment Mechanic	25.77
23381 - Ground Support Equipment Servicer	22.11
23382 - Ground Support Equipment Worker	23.55
23391 - Gunsmith I	17.69
23392 - Gunsmith II	19.99
23393 - Gunsmith III	22.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.31
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.43
23430 - Heavy Equipment Mechanic	22.03
23440 - Heavy Equipment Operator	18.02
23460 - Instrument Mechanic	22.16
23465 - Laboratory/Shelter Mechanic	20.11
23470 - Laborer	12.46
23510 - Locksmith	18.47
23530 - Machinery Maintenance Mechanic	23.17
23550 - Machinist, Maintenance	19.54
23580 - Maintenance Trades Helper	14.13
23591 - Metrology Technician I	22.16
23592 - Metrology Technician II	23.33
23593 - Metrology Technician III	24.42
23640 - Millwright	25.95
23710 - Office Appliance Repairer	18.89
23760 - Painter, Maintenance	15.86
23790 - Pipefitter, Maintenance	22.72
23810 - Plumber, Maintenance	22.28
23820 - Pneudraulic Systems Mechanic	22.16
23850 - Rigger	20.10
23870 - Scale Mechanic	19.99
23890 - Sheet-Metal Worker, Maintenance	21.69
23910 - Small Engine Mechanic	18.15
23931 - Telecommunications Mechanic I	25.78
23932 - Telecommunications Mechanic II	27.03
23950 - Telephone Lineman	21.91
23960 - Welder, Combination, Maintenance	18.61
23965 - Well Driller	20.71
23970 - Woodcraft Worker	22.16
23980 - Woodworker	17.69
24000 - Personal Needs Occupations	
24550 - Case Manager	15.64
24570 - Child Care Attendant	10.24
24580 - Child Care Center Clerk	12.84
24610 - Chore Aide	9.32
24620 - Family Readiness And Support Services Coordinator	15.64
24630 - Homemaker	15.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.04
25040 - Sewage Plant Operator	20.14
25070 - Stationary Engineer	29.04
25190 - Ventilation Equipment Tender	20.86
25210 - Water Treatment Plant Operator	20.14
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	11.98
27008 - Corrections Officer	19.20
27010 - Court Security Officer	21.41
27030 - Detection Dog Handler	15.10
27040 - Detention Officer	19.20
27070 - Firefighter	22.20
27101 - Guard I	11.98
27102 - Guard II	15.10

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27131 - Police Officer I	19.93
27132 - Police Officer II	22.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.75
28042 - Carnival Equipment Repairer	13.49
28043 - Carnival Worker	10.06
28210 - Gate Attendant/Gate Tender	14.61
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	16.34
28510 - Recreation Aide/Health Facility Attendant	11.93
28515 - Recreation Specialist	16.15
28630 - Sports Official	13.02
28690 - Swimming Pool Operator	17.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.29
29020 - Hatch Tender	20.29
29030 - Line Handler	20.29
29041 - Stevedore I	18.84
29042 - Stevedore II	21.34
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	17.35
30022 - Archeological Technician II	19.70
30023 - Archeological Technician III	23.94
30030 - Cartographic Technician	24.40
30040 - Civil Engineering Technician	24.58
30051 - Cryogenic Technician I	25.52
30052 - Cryogenic Technician II	28.17
30061 - Drafter/CAD Operator I	17.35
30062 - Drafter/CAD Operator II	19.70
30063 - Drafter/CAD Operator III	21.97
30064 - Drafter/CAD Operator IV	26.34
30081 - Engineering Technician I	15.25
30082 - Engineering Technician II	16.67
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.20
30085 - Engineering Technician V	30.90
30086 - Engineering Technician VI	37.37
30090 - Environmental Technician	21.50
30095 - Evidence Control Specialist	21.43
30210 - Laboratory Technician	20.99
30221 - Latent Fingerprint Technician I	24.38
30222 - Latent Fingerprint Technician II	26.92
30240 - Mathematical Technician	24.40
30361 - Paralegal/Legal Assistant I	18.66
30362 - Paralegal/Legal Assistant II	23.11
30363 - Paralegal/Legal Assistant III	25.75
30364 - Paralegal/Legal Assistant IV	31.16
30375 - Petroleum Supply Specialist	26.23
30390 - Photo-Optics Technician	24.40
30395 - Radiation Control Technician	26.23
30461 - Technical Writer I	21.18
30462 - Technical Writer II	25.91
30463 - Technical Writer III	31.35
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	25.52
30502 - Weather Forecaster II	31.03
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.97
30621 - Weather Observer, Senior	(see 2) 23.57

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31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	12.80
31030 - Bus Driver	17.14
31043 - Driver Courier	14.25
31260 - Parking and Lot Attendant	9.33
31290 - Shuttle Bus Driver	15.20
31310 - Taxi Driver	11.50
31361 - Truckdriver, Light	15.20
31362 - Truckdriver, Medium	19.71
31363 - Truckdriver, Heavy	19.62
31364 - Truckdriver, Tractor-Trailer	19.62
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.23
99050 - Desk Clerk	10.28
99095 - Embalmer	26.38
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	11.43
99252 - Laboratory Animal Caretaker II	12.19
99260 - Marketing Analyst	26.53
99310 - Mortician	26.38
99410 - Pest Controller	17.16
99510 - Photofinishing Worker	14.51
99710 - Recycling Laborer	13.54
99711 - Recycling Specialist	16.01
99730 - Refuse Collector	12.39
99810 - Sales Clerk	11.53
99820 - School Crossing Guard	12.22
99830 - Survey Party Chief	22.72
99831 - Surveying Aide	15.33
99832 - Surveying Technician	20.37
99840 - Vending Machine Attendant	14.49
99841 - Vending Machine Repairer	17.47
99842 - Vending Machine Repairer Helper	14.49

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*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 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. (See 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.

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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

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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)).

D.2 ATTACHMENT 1 – PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS: Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List at least three (3), but no more than five (5) contracts for evaluation limited to the last three (3) years. (One contract reference per form; Form may be duplicated)

NOTE: If you have performed any National Cemetery Administration contracts, list them first.

Contractor (you) Information:

Name: _____

Address: _____

Telephone Number: _____

E-mail: _____

Contract Information:

Name of company/agency you provided service for: _____

Contract Number: _____

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____

Status: Completed, Yes ___ No ___ If not completed, projected completion

Date _____ If not completed, why? _____

Were you the Prime? _____ were you the Sub? _____

Point of Contact Information for the company/agency you serviced:

Name of the Contract Person & their position: _____

Address: _____

Telephone Number: _____

E-mail: _____

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Description of Supply/Service(s) provided, location & relevancy of work:

Complexity of Product/Service, if any:

Percentage of Work completed by your company/by subcontractor: (If you did less than 100% please explain the tasks you performed.)

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.

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(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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 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

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obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

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

(End of Provision)

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

SUBMITTAL OF QUOTES / PROPOSALS:

- i. 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>
- ii. 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.
- iii. 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, Anthony Q. Hawley at anthony.hawley@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

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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.**

- iv. 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.

QUOTE/PROPOSAL PACKAGE

The Quote/Proposal Package should contain the following documents:

- A. One (1) Copy of SF1449 with completed Blocks 17a & 30, and DUNS Number entered in Block 17a
- B. One (1) Copy of Price/Quote Schedule for all items in the schedule – this should be a separate document
- C. One (1) Copy of Acknowledgement of any Amendments
- D. One (1) Copy of Completed FAR Provision 52.212-3 “Certifications and Representations” or indicate whether contractor has completed the annual representations and certifications electronically at www.sam.gov.
- E. One (1) Copy of Technical Bid (see FAR Provision 52.212-2 “Evaluation – Commercial Items).
- F. At least three (3) Past Performance References

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

PROPOSAL FORMAT

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

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Volume	Factor	Page Limitations
Volume I	Price Schedule	No Limit
Volume II	Past Performance	6 Pages Single-Sided
Volume III	Technical	20 Pages Single-Sided

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

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

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

Quote/Proposal packages that fail to include sufficient Technical and Pricing information for a competitive evaluation may result in the proposal being rejected and not considered.

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

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:

(End of Addendum to 52.212-1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.237-1	SITE VISIT	APR 1984

E.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a

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certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

In accordance with FAR PART 16.503, a Firm-Fixed Price Requirements Contract will be utilized for this acquisition because the risk associated with this contract type for the Government is deemed minimal and can be predicted with an acceptable degree of certainty.

(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:

Company Name:

Company Address:

Hand-Carried Address:

Anthony Q. Hawley, Contracting Officer
Department of Veterans Affairs (VA)
National Cemetery Administration (NCA)
75 Barrett Heights Road, Suite 309
Stafford, VA 22556

Mailing Address:

Anthony Q. Hawley, Contracting Officer
Department of Veterans Affairs (VA)
National Cemetery Administration (NCA)
75 Barrett Heights Road, Suite 309
Stafford, VA 22556

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

(End of Provision)

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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- (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

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

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

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

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

E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

EVALUATION OF QUOTATIONS:

Proposals will be evaluated based on the following factors listed as shown below:

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PRICE: Evaluation of lowest price procedures are applied to known, firm requirements, usually readily available in the commercial marketplace where a fair and reasonable price determination is based on adequate price competition. Therefore, price analysis will normally be used to determine the total evaluated price to support the selection of the lowest priced, technically acceptable offeror. In accordance with FAR 13.106-3, the Government will compare proposed prices received in response to the solicitation with market value pricing and against the Independent Government Cost Estimate (IGCE). Prices proposed that fall within one (1) Standard Deviation (two (2) standard deviations maximum) of the mean/average of market value prices as well as the IGCE will be deemed fair and reasonable. Prices proposed that fall outside of the aforementioned ranges of the criteria established will be deemed unfair and not reasonable. A quote/proposal that provides a price with no substantial information on pricing and/or performance will result in an inferior quote/proposal and may be considered non-responsive. In limited situations, a cost analysis may be appropriate to establish reasonableness of the otherwise successful offeror's price. In addition, offerors are cautioned against submitting a quote/proposal that contains unbalanced pricing. Unbalanced pricing exists when despite an acceptable total evaluated price, the price of one or more contract line items for the base and or option years (if applicable) is significantly overstated or understated as indicated by the application of analysis techniques. Quotes/proposals that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

PAST PERFORMANCE: Contractors shall provide a list with a minimum of three (3) contracts and/or subcontracts that have been held over the past three (3) years providing services similar in size, scope, and complexity. Any additional information such as letters, associations, and standards to substantiate the past performance shall be furnished by the offeror. The contractor shall provide the following information for each contract and/or subcontract:

- a) Customer's name, address, telephone numbers of customers lead contract and technical personnel
- b) Contract Number
- c) Contract Dollar Value
- d) Any terminations (partial or complete) and the reason (convenience or default)

In accordance with FAR 13.106-2 (3), Past Performance will be evaluated by extrapolating data from the Past Performance Information Retrieval System (PPIRS) including Report Card (RC), Federal Awardee Performance and Integrity System (FAPIIS), the Contractor Performance Assessment Reporting System (CPARS), Experian Credit Report, Questionnaires tailored to the circumstances of this acquisition, and all other relevant past performance information required to necessitate an appropriate rating. Based on the comparative assessment of the aforementioned data, past performance will be rated on an "acceptable" or "unacceptable" basis using the ratings in table below:

PAST PERFORMANCE EVALUATION RATINGS	
RATING	DESCRIPTION
ACCEPTABLE	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
UNACCEPTABLE	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

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NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

TECHNICAL QUALIFICATIONS: The purpose of the technical factor is to assess whether the offeror’s quote/proposal will satisfy the Government’s minimum requirements. Some of the aspects affecting an offeror’s ability to meet the solicitation requirements may include technical approach, key personnel and qualifications, facilities, and others.

Once the minimum requirements are established, the offeror’s quote/proposal will be evaluated against these requirements to determine whether or not the quote/proposal is acceptable or unacceptable using the ratings and descriptions outlined in the below table.

TECHNICALLY 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.

STRENGTH – Any aspect of a proposal that, when judged against evaluation factors, enhances the merit of the proposal or increases the probability of successful performance of the contract.

WEAKNESS – A flaw in a proposal that increases the risk of unsuccessful contract performance.

DEFICIENCY – Failure of section of a proposal to meet a Government requirement, or combination of significant weaknesses in a proposal that increases the risk of unsuccessful performance of the contract.

Sub-Factor 1 – Corporate Project Experience:

The offeror shall provide information on your company’s capabilities; years in business; type and age of equipment to be used on the project; demonstrate corporate experience with no more than three (3) projects completed within the last three (3) years and/or similar in size and scope to this project as outlined in the solicitation specifically addressing projects you have completed that are similar to this request. In describing project experience, provide the following:

- (i) Project title, location, and a brief description of the project.
- (ii) Project owner, name, and telephone number of owner’s contact person.
- (iii) Project start and completion dates (Original vs. Actual), and the reasons for any delays and/or change orders.
- (iv) Experience providing the type of work as outlined in the solicitation.
- (v) List number of projects currently ongoing, their completion dates, and state whether or not those projects will have an effect on this quote/proposal (i.e. Will the ongoing projects cause defaults, delays, or hardships on the successful completion of the project entailed within this solicitation?).

Sub-Factor 2 – Project Personnel Experience:

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The offeror shall demonstrate the specialized experience and technical competence of the key personnel who will be assigned to this project specifically addressing projects with an emphasis on working within a National Cemetery or similar location/venue. At a minimum, this shall include both the Project Manager, on-site superintendent/foreman, and contractor personnel. **Site Manager/Superintendent:** A competent and experienced English-Speaking Site-Supervisor shall be provided by the Contractor at all times work is being performed. The Site Supervisor shall be knowledgeable in all areas of the contract and shall direct all work being performed as part of the contract and shall have direct supervision over all contractor employees. The Site Supervisor shall provide daily onsite quality control over all work performed as part of the contract. The Site Supervisor shall have regular communication with the COR's and shall submit daily, weekly and monthly inspection reports to the CORs. In describing this criterion, provide the following:

- (i) Name of individual
- (ii) Firm employed by and/or with
- (iii) Company position and title
- (iv) Years with the company
- (v) Describe work experience with project(s) similar in scope (Must have 3 years of successful experience in planning and supervising large landscaping maintenance operations, cemetery maintenance, or similar projects. Demonstrated education or experience in turf grass maintenance and horticulture.)
- (vi) Indication of which, if any, project(s) submitted under Corporate Experience above, the individual participated in and what the individual's was responsibility while assigned to the project(s)
- (vii) Position and/or responsibility that individual will hold in regard to the project team, description of duties, and what percentage of the individual's time will be committed to this project. Describe educational background/experience, including degrees, certifications, etc. and granting institution (Ability to successfully communicate with the COR verbally and in writing.)

Contractor Personnel: Contractor shall provide employees with at least 1-year of experience in landscaping maintenance operations and experience working in a National Cemetery Grounds Maintenance Contract or similar projects. Employees shall have demonstrated education or experience in turf grass maintenance, horticulture and headstone maintenance. Employees shall be fully trained in safe equipment operations, proper turf grass maintenance techniques such as mowing and trimming and Cemetery etiquette.

Sub-Factor 3 – Technical/Management Approach:

The offeror shall demonstrate the following relevant to the subject project:

- (i) Project Delivery Philosophy including Statements of Commitment (i.e. A statement from the individuals involved in the subject project pledging and obligating themselves to follow all courses of action identified in the quote/proposal). Also, provide conflict resolution methods in the event of a conflict/dispute (i.e. Points of contact that will handle all issues in question, how the conflict will be resolved, etc.)
- (ii) Quality Assurance and Quality Control Program/measurements.

Sub-Factor 4 – Registered in the System for Award Management (SAM):

- (i) Offeror shall provide a valid SAM Registration Report showing an active/current registration date.

Sub-Factor 5 – Registered in the Vendor Information Pages (VIP) and the Verification Case Management System (VCMS) via www.vip.vetbiz.gov:

- (ii) Offeror shall provide a valid Service Disabled Veteran Owned Small Business (SDVOSB) active registration certificate

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

(End of Provision)

E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017)

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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(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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

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[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(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.

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(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).

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(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

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corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _____.

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

(s) [Reserved]

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(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)