

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 9263-000001,16		PAGE 1 OF 81	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-13-R-0135	
6. SOLICITATION ISSUE DATE 02-05-2013		7. FOR SOLICITATION INFORMATION CALL: a. NAME Ira S. Clavner		b. TELEPHONE NO. (No Collect Calls) 215-381-3787 x 4635		8. OFFER DUE DATE/LOCAL TIME 02-26-2013	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 5000 Wissahickon Ave. Philadelphia PA 19144				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 <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y SIZE STANDARD: \$7 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO National Cemetery Administration Washington Crossing National Cemetery 830 Highland Road Newtown PA 18940			
16. ADMINISTERED BY National Cemetery Administration Central Contracting Division Memorial Service Network I 5000 Wissahickon Ave. Philadelphia PA 19144				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971				19. TELEPHONE NO. DUNS:			
20. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				21. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		Contractor shall furnish all Labor, Supervision, Equipment, Materials and Supplies necessary to provide: 1. Complete Grounds Maintenance and Janitorial Services 2. Headstone Maintenance 3. Aeration, Over-seeding, Turf Fertilization and Herbicide Applications. 4. Tree, Shrub & Planting Bed Maintenance at the Washington Crossing National Cemetery located at 830 Highland Road, Newtown, PA 18940. Duns Number: _____ TIN: _____ Notice: This is a SDVOSB Set-Aside, Service Disabled Veteran Owned Small Business Set Aside Authority 38 USC 8127(d) Send all proposals to the address in Block #9 above, to the attention of Mr. Ira S. Clavner (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 926-570100-2549 010070100 0129A1 2013				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ira S. Clavner NCA11L3-3478		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: _____

b. GOVERNMENT: Contracting Officer 00786
Department of Veterans Affairs
NCA Contracting Service

5000 Wissahickon Ave.
Philadelphia PA 19144

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐
b. Semi-Annually ☐
c. Other [Monthly]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
Financial Services Center

P.O. Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

SUPPLIES OR SERVICES & PRICES / COSTS

PRICE SCHEDULE: The Contractor shall furnish all labor, supervision, equipment, materials and supplies necessary to provide complete grounds maintenance and janitorial services at the Washington Crossing National Cemetery, located at 830 Highland Road Newtown, PA 18940.

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

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

Darrin White – Director, Washington Crossing National Cemetery Complex...(215) 504-5610 ext 201
 Anthony Murray – Cemetery Foreman.....(215) 504-5610
 Gina Accardo – Program Analyst / COR.....(215) 504-5610 ext 304
 Facsimile #.....(609) 871-4691

All services described in the Work Statement, including technical specifications, schedules, addenda, clauses, terms and conditions of the contract shall form the complete scope of work. The period of performance is from October 1, 2012 (or Date of Award – whichever is sooner) through September 30, 2013 with four (4) – one year options to renew.

WASHINGTON CROSSING NATIONAL CEMETERY**Base Period: From Date of Award thru September 30, 2013**

CLIN	Description	Est. Qty	Unit	Unit Cost	Total Cost
	Grounds & Janitorial Maintenance Services				
0001	General , on-going and recurring cemetery Grounds Maintenance (43 Acres) & Building Janitorial Services to include the following: (a) Mowing & removal of Debris /Grass Clippings, (b) Trimming all Headstones, (c) Sweeping and/or blowing-off of roads and walkways, (d) Leaf Removal – Including Fall Leaf Removal, (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash, hand pulling of weeds in planting beds / tree rings and emptying trash receptacles, (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas, and (g) Janitorial Services (Daily Monday – Friday) to include cleaning of Public & Employee restrooms, Employee Eating / Break Areas, Administrative Areas and	6	MO	\$ _____	\$ _____
	HEADSTONE MAINTENANCE				
0002	Clean Upright Headstones (before Memorial Day).	0	Ea	\$ _____	\$ _____
0003	Set & Align New-Initial and New-Replacement Upright Headstones	0	Ea	\$ _____	\$ _____
0004	Raise, Lower, Reset & Realign Upright Headstones	800	Ea	\$ _____	\$ _____
0005	Remove, Break-up & Dispose of Replacement Upright Headstones	15	Ea	\$ _____	\$ _____
0006	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	0	Ea	\$ _____	\$ _____
	AERATION, OVER-SEEDING , TURF FERTILIZATION & HERBICIDE APPLICATIONS				
0007	Aerate Cemetery (September & November)	2	Job	\$ _____	\$ _____
0008	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
0006	Turf Application # 1 (October 20 th – 25 th)	1	Job	\$ _____	\$ _____
0010	Turf Application #2 (April 10 th – 15 th)	1	Job	\$ _____	\$ _____
0011	Turf Application #4 (June 1 st – 5 th)	1	Job	\$ _____	\$ _____

0012	Turf Application #5 (September 1 st – 5 th)	1	Job	\$ _____	\$ _____
TREE, SHRUB & PLANTING BED MAINTENANCE					
0013	Prune Cemetery Shrubs, Hedges & Perennials (includes a once yearly pruning of areas planted with perennial grasses to be accomplished in late winter / early spring)	1	Job	\$ _____	\$ _____
0014	Application #3 (April 10 th – 15 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
0015	Application #6 (September 1 st – 5 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
0016	Mulch Cemetery Planting Beds & Tree Rings	0	Job	\$ _____	\$ _____
0017	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.5.12)	60	Hr	\$ _____	\$ _____
BASE YEAR		Total Estimated Cost:			\$ _____

WASHINGTON CROSSING NATIONAL CEMETERY					
Option Year I: October 1, 2013 thru September 30, 2014					
CLIN	Description	Est. Qty	Unit	Unit Cost	Total Cost
	Grounds & Janitorial Maintenance Services				
1001	General , on-going and recurring cemetery Grounds Maintenance (43 Acres) & Building Janitorial Services to include the following: (a) Mowing & removal of Debris /Grass Clippings, (b) Trimming all Headstones, (c) Sweeping and/or blowing-off of roads and walkways, (d) Leaf Removal – Including Fall Leaf Removal, (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash, hand pulling of weeds in planting beds / tree rings and emptying trash receptacles, (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas, and (g) Janitorial Services (Daily Monday – Friday) to include cleaning of Public & Employee restrooms, Employee Eating /	12	MO	\$ _____	\$ _____
HEADSTONE MAINTENANCE					
1002	Clean Upright Headstones (before Memorial Day).	5,500	Ea	\$ _____	\$ _____

1003	Set & Align New-Initial and New-Replacement Upright Headstones	1,500	Ea	\$ _____	\$ _____
1004	Raise, Lower, Reset & Realign Upright Headstones	1,100	Ea	\$ _____	\$ _____
1005	Remove, Break-up & Dispose of Replacement Upright Headstones	75	Ea	\$ _____	\$ _____
1006	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	1,100	Ea	\$ _____	\$ _____
	AERATION, OVER-SEEDING , TURF FERTILIZATION & HERBICIDE APPLICATIONS				
1007	Aerate Cemetery (September & November)	2	Job	\$ _____	\$ _____
1008	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
1009	Turf Application # 1 (October 20 th – 25 th)	1	Job	\$ _____	\$ _____
1010	Turf Application #2 (April 10 th – 15 th)	1	Job	\$ _____	\$ _____
1011	Turf Application #4 (June 1 st – 5 th)	1	Job	\$ _____	\$ _____
1012	Turf Application #5 (September 1 st – 5 th)	1	Job	\$ _____	\$ _____
	TREE, SHRUB & PLANTING BED MAINTENANCE				
1013	Prune Cemetery Shrubs, Hedges & Perennials (includes a once yearly pruning of areas planted with perennial grasses to be accomplished in late winter / early spring)	2	Job	\$ _____	\$ _____
1014	Application #3 (April 10 th – 15 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
1015	Application #6 (September 1 st – 5 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
1016	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
1017	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.5.12)	120	Hr	\$ _____	\$ _____
OPTION YEAR I		Total Estimated Cost:			\$ _____

WASHINGTON CROSSING NATIONAL CEMETERY**Option Year II: October 1, 2014 thru September 30, 2015**

CLIN	Description	Est.	Unit	Unit Cost	Total Cost
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	GROUNDS & JANITORIAL MAINTENANCE SERVICES	Qty			
2001	General , on-going and recurring cemetery Grounds Maintenance (43 Acres) & Building Janitorial Services to include the following: (a) Mowing & removal of Debris /Grass Clippings, (b) Trimming all Headstones, (c) Sweeping and/or blowing-off of roads and walkways, (d) Leaf Removal – Including Fall Leaf Removal, (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash, hand pulling of weeds in planting beds / tree rings and emptying trash receptacles, (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas, and (g) Janitorial Services (Daily Monday – Friday) to include cleaning of Public & Employee restrooms, Employee Eating /	12	MO	\$ _____	\$ _____
	HEADSTONE MAINTENANCE				
2002	Clean Upright Headstones (before Memorial Day).	7,000	Ea	\$ _____	\$ _____
2003	Set & Align New-Initial and New-Replacement Upright Headstones	1,500	Ea	\$ _____	\$ _____
2004	Raise, Lower, Reset & Realign Upright Headstones	1,400	Ea	\$ _____	\$ _____
2005	Remove, Break-up & Dispose of Replacement Upright Headstones	75	Ea	\$ _____	\$ _____
2006	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	1,400	Ea	\$ _____	\$ _____
	AERATION, OVER-SEEDING , TURF FERTILIZATION & HERBICIDE APPLICATIONS				
2007	Aerate Cemetery (September & November)	2	Job	\$ _____	\$ _____
2008	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
2009	Turf Application # 1 (October 20 th – 25 th)	1	Job	\$ _____	\$ _____
2010	Turf Application #2 (April 10 th – 15 th)	1	Job	\$ _____	\$ _____
2011	Turf Application #4 (June 1 st – 5 th)	1	Job	\$ _____	\$ _____
2012	Turf Application #5 (September 1 st – 5 th)	1	Job	\$ _____	\$ _____
	TREE, SHRUB & PLANTING BED MAINTENANCE				

2013	Prune Cemetery Shrubs, Hedges & Perennials (includes a once yearly pruning of areas planted with perennial grasses to be accomplished in late winter / early spring)	2	Job	\$ _____	\$ _____
2014	Application #3 (April 10 th – 15 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
2015	Application #6 (September 1 st – 5 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
2016	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
2017	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.5.12)	120	Hr	\$ _____	\$ _____
OPTION YEAR II		Total Estimated Cost:			\$ _____

WASHINGTON CROSSING NATIONAL CEMETERY					
<u>Option Year III: October 1, 2015 thru September 30, 2016</u>					
CLIN	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	GROUND & JANITORIAL MAINTENANCE SERVICES				
3001	General , on-going and recurring cemetery Grounds Maintenance (43 Acres) & Building Janitorial Services to include the following: (a) Mowing & removal of Debris /Grass Clippings, (b) Trimming all Headstones, (c) Sweeping and/or blowing-off of roads and walkways, (d) Leaf Removal – Including Fall Leaf Removal, (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash, hand pulling of weeds in planting beds / tree rings and emptying trash receptacles, (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas, and (g) Janitorial Services (Daily Monday – Friday) to include cleaning of Public & Employee restrooms, Employee Eating /	12	MO	\$ _____	\$ _____
	HEADSTONE MAINTENANCE				
3002	Clean Upright Headstones (before Memorial Day).	8,500	Ea	\$ _____	\$ _____
3003	Set & Align New-Initial and New-Replacement Upright Headstones	1,500	Ea	\$ _____	\$ _____
3004	Raise, Lower, Reset & Realign Upright Headstones	1,700	Ea	\$ _____	\$ _____
3005	Remove, Break-up & Dispose of Replacement Upright Headstones	75	Ea	\$ _____	\$ _____

3006	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	1,700	Ea	\$ _____	\$ _____
	AERATION, OVER-SEEDING , TURF FERTILIZATION & HERBICIDE APPLICATIONS				
3007	Aerate Cemetery (September & November)	2	Job	\$ _____	\$ _____
3008	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
3009	Turf Application # 1 (October 20 th – 25 th)	1	Job	\$ _____	\$ _____
3010	Turf Application #2 (April 10 th – 15 th)	1	Job	\$ _____	\$ _____
3011	Turf Application #4 (June 1 st – 5 th)	1	Job	\$ _____	\$ _____
3012	Turf Application #5 (September 1 st – 5 th)	1	Job	\$ _____	\$ _____
	TREE, SHRUB & PLANTING BED MAINTENANCE				
3013	Prune Cemetery Shrubs, Hedges & Perennials (includes a once yearly pruning of areas planted with perennial grasses to be accomplished in late winter / early spring)	2	Job	\$ _____	\$ _____
3014	Application #3 (April 10 th – 15 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
3015	Application #6 (September 1 st – 5 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
3016	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
3017	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.5.12)	120	Hr	\$ _____	\$ _____
OPTION YEAR III		Total Estimated Cost:			\$ _____

WASHINGTON CROSSING NATIONAL CEMETERY**Option Year IV: October 1, 2016 thru September 30, 2017**

CLIN	<u>Description</u>	Est. <u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	GROUNDS & JANITORIAL MAINTENANCE SERVICES				

4001	General , on-going and recurring cemetery Grounds Maintenance (43 Acres) & Building Janitorial Services to include the following: (a) Mowing & removal of Debris /Grass Clippings, (b) Trimming all Headstones, (c) Sweeping and/or blowing-off of roads and walkways, (d) Leaf Removal – Including Fall Leaf Removal, (e) Daily policing of cemetery grounds to include the collection & removal of leaves, small branches & twigs, debris / trash, hand pulling of weeds in planting beds / tree rings and emptying trash receptacles, (f) Snow & Ice Removal to Include Roadways, Sidewalks, Building Entrances, Driveways & Parking Areas, and (g) Janitorial Services (Daily Monday – Friday) to include cleaning of Public & Employee restrooms, Employee Eating /	12	MO	\$ _____	\$ _____
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	HEADSTONE MAINTENANCE				
4002	Clean Upright Headstones (before Memorial Day).	10,000	Ea	\$ _____	\$ _____
4003	Set & Align New-Initial and New-Replacement Upright Headstones	1,500	Ea	\$ _____	\$ _____
4004	Raise, Lower, Reset & Realign Upright Headstones	2,000	Ea	\$ _____	\$ _____
4005	Remove, Break-up & Dispose of Replacement Upright Headstones	75	Ea	\$ _____	\$ _____
4006	<u>Bump & Run</u> : Realign headstones that have shifted out of alignment.	2,000	Ea	\$ _____	\$ _____
	AERATION, OVER-SEEDING , TURF FERTILIZATION & HERBICIDE APPLICATIONS				
4007	Aerate Cemetery (September & November)	2	Job	\$ _____	\$ _____
4008	Over-seed Entire Cemetery (September)	1	Job	\$ _____	\$ _____
4009	Turf Application # 1 (October 20 th – 25 th)	1	Job	\$ _____	\$ _____
4010	Turf Application #2 (April 10 th – 15 th)	1	Job	\$ _____	\$ _____
4011	Turf Application #4 (June 1 st – 5 th)	1	Job	\$ _____	\$ _____
4012	Turf Application #5 (September 1 st – 5 th)	1	Job	\$ _____	\$ _____

	TREE, SHRUB & PLANTING BED MAINTENANCE				
4013	Prune Cemetery Shrubs, Hedges & Perennials (includes a once yearly pruning of areas planted with perennial grasses to be accomplished in late winter / early spring)	2	Job	\$ _____	\$ _____
4014	Application #3 (April 10 th – 15 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
4015	Application #6 (September 1 st – 5 th): Pre-Emergent Weed Application in Planting Beds	1	Job	\$ _____	\$ _____
4016	Mulch Cemetery Planting Beds & Tree Rings	1	Job	\$ _____	\$ _____
4017	"Hourly Rate" for On-call / emergency storm damage & stump removal Services (See Section A.5.12)	120	Hr	\$ _____	\$ _____
OPTION YEAR IV		Total Estimated Cost:			\$ _____

SUMMARY GRAND TOTAL ESTIMATED COST:

Base Year + All Option Years:	\$ _____
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(End of Price Schedule)

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

A.1 BACKGROUND

In January of 2008 the Department of Veterans Affairs (VA) awarded a design contract for the development of a new national cemetery in Southeastern Pennsylvania. This new 205 acre cemetery which has been named the Washington Crossing National Cemetery will serve the burial needs of Veterans for the next 50 years. The cemetery is located in Bucks County, north of Philadelphia about three miles northwest of Interstate 95 and less than three miles from Washington Crossing Historic Park.

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

A.2 CONTRACT DEFINITIONS / ACRONYMS

- (a) Business Hours & Days of Operation: Normal cemetery business hours / days of operation are 8:00AM to 4:30PM, Monday through Friday, excluding Federal Holidays.
- (b) Contracting Officer (CO): VA official with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer shall delegate one or more representatives to serve as the Contracting Officer's Representative (COR). All administrative functions remain with the VA Contracting Officer.
- (c) Contracting Officer's Representative (COR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.
- (d) Cemetery Director (Administrator / Management Official): The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying Veterans and eligible family members, and maintaining cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight.
- (e) Contractor: The term "Contractor" as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.
- (f) National Cemetery Administration (NCA) Operational Standards & Measures: Provides standards for performance in the key cemetery operational areas of Interments, Grounds Maintenance, Headstones and Equipment & Facilities Maintenance. A copy of NCA Operational Standards shall be provided to the Contractor by the COR.

- (g) NCA Turf & Landscape Handbook 3420: Outlines procedures for the proper establishment and care of turf-grass in VA National Cemeteries. A copy of the handbook shall be provided to the Contractor by the COR.
- (h) Applicable Publications: Every contractor and subcontractor shall comply with the Occupational Safety & Health Administration (OSHA) safety and health standards published in 29 CFR Part 1925 (Safety & Health Regulations for Federal Service Contracts). OSHA Safety & Health Regulations and any other publication referenced in this contract shall be with the same force and effect as if they were given in full text.

A.3 GENERAL REQUIREMENTS

- (a) Contractor shall furnish all supervision, labor, materials, tools, supplies and equipment necessary to provide grounds maintenance and janitorial services at the Washington Crossing National Cemetery as specified herein.
- (b) All work shall be performed during normal cemetery hours of operation (8:00am - 4:30pm local time / Monday thru Friday). Work performed outside of normal work hours may be required for interments or ceremonies on Federal Holidays or weekends at the discretion and approval of the VA Contracting Officer's Representative (COR). Contractor may make a written request to the COR to work outside of the normal work hours when needed to carry out the specifications of this contract.
- (c) Place of Performance:

CEMETERY	LOCATION	TURF ACREAGE	PLANTING BED ACREAGE
Washington Crossing National Cemetery	830 Highland Road Newtown, PA. 18940	1,883,907 sq. ft / 43.2 acres	167,684 sq. ft / 3.9 acres

- (d) See “**Attachment – A**” for map of Washington Crossing National Cemetery.

A.4 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

- A.4.1 All Contractor personnel in performance of Janitorial services required under this contract shall be subject to a background security check. To accomplish this, the COR shall initiate and coordinate a Background Investigation Request through the NCA Contracting Office.
- A.4.2 The Contractor may only commence work after it has filled out and submitted all appropriate background investigation forms to the VA Law Enforcement Training Center/SIC, North Little Rock AR and the SIC Office has notified local VA authorities the investigation has been submitted.
- A.4.3 The Contractor shall bear the expense of the background investigation(s), regardless of the final adjudication determination.

A.4.4 The Contractor's employees shall wear visible VA approved photo identification at all times while on the premises of the cemetery.

A.4.5 Failure to comply with Contractor personnel security requirements shall result in termination of the contract for default.

A.5 TECHNICAL SPECIFICATIONS

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

SECTION	<u>DESCRIPTION</u>
A.5.1	HEADSTONE & MARKER CLEANING
A.5.2	HEADSTONE RAISE, RESET & REALIGNMENT
A.5.3	SETTING & ALIGNMENT OF NEW- INITIAL / NEW-REPLACEMENT HEADSTONES
A.5.4	UNUSABLE / DAMAGED UPRIGHT HEADSTONES
A.5.5	BUMP & RUN (REALIGN UPRIGHT HEADSTONES)
A.5.6	LAWN MAINTENANCE: SEEDING, AERATION, TURF FERTILIZATION & HERBICIDE APPLICATIONS
A.5.7	LAWN MAINTENANCE: MOWING, TRIMMING AND REMOVAL OF DEBRIS & GRASS CLIPPINGS, ONCE YEARLY TRIMMING OF PERENNIAL GRASSES
A.5.8	TREE, SHRUB & PLANTING BED MAINTENANCE
A.5.9	TRASH, DEBRIS, LEAF & FALL LEAF REMOVAL
A.5.10	SNOW & ICE REMOVAL
A.5.11	RESTROOM CLEANING / JANITORIAL SERVICES
A.5.12	ON-CALL / EMERGENCY STORM DAMAGE & STUMP REMOVAL SERVICE

A.5.1 UPRIGHT HEADSTONE CLEANING

HEADSTONE CLEANING GENERAL INFORMATION: The Contractor will provide all labor, parts, equipment, supplies, transportation and personnel required to provide headstone cleaning services.

- (a) DEFINITION: "Clean" under this contract means: The headstones will contain no discoloration due to environmental deposits, mold, mildew, moss, algae, lichen, dirt/mud, grass clippings, grass marks, bird droppings, etc.

CONTRACTOR DUTIES AND RESPONSIBILITIES:

- (a) All equipment and supplies maintained and operated by the Contractor will be consistent and fully compliant with all applicable Federal, State, County laws, ordinances and regulations and meet State inspection, safety, licensing, registration, and insurance requirements.
- (b) National Cemeteries are national shrines for our nation's heroes, the veteran and their family. The standards of maintenance and appearance will reflect this nation's concern for those interred. The Contractor will demonstrate a clear understanding of and the sensitivity to environmental issues, during performance of this contract.
- (c) Cleaning techniques and products used on historic headstones (50 years or older) shall demonstrate an understanding of the significance of these resources and the potential damage caused by water under pressure – either by excessive psi or proximity to surface – to remove stone material and shorten their usable life. All work should reflect efforts to meet the Secretary of the Interior's Standards for Treatment of Historic Properties.
- (d) The Contractor will be responsible for the replacement of any private or government issued headstones or marker, which is newly chipped, marred, or damaged at the fault of the Contractor and will bear all cost associated with replacement and reinstallation.
 - (i) Private headstones will be replaced in-kind rather than by a government issued product; only the COR in consultation with the NCA History Program can determine if a government issued product can be substituted for an in kind object.
 - (ii) Any such damage that may result in repair, replacement or reinstallation will be brought to the attention of the COR within 3 days of the event.
 - (iii) All broken headstones or markers to be replaced will be clearly photographed up close, and the images provided to the COR (and internally to the NCA History Program) prior to initiating an order. The digital file shall be in JPG format, named clearly by the section number and grave number, and the resolution should be about 640 by 480 pixels.

RECORD KEEPING AND REPORTING:

The Contractor's Superintendent will provide the COR(s) with accurate weekly written and illustrated reports delivered electronically (e-mail) identifying the following: All upright headstones cleaned will be recorded per gravesite location. These lists will be provided on a not less than weekly basis and will identify all of the above work that took place within the previous seven calendar days and any delays due to weather. Digital images of

damaged / broken headstones that likely will need to be replaced shall be provided with the reports; image files should be as defined and labeled above as a means of identification.

CLEANING OF UPRIGHT HEADSTONES:

- (a) All temporary markers, floral, commemorative or other types of decorations (arrangements) causing interference with the cleaning of upright headstones / markers will be carefully and orderly moved from and upon completion of the cleaning of the headstones / markers, moved back to the gravesite by the Contractor.
- (a) Cleaning shall demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etcetera and will be consistent and fully compliant with all applicable Federal, State and County laws, ordinances and regulations. General requirements for application of the cleaning product:
 - (i) Clean water will be used to wet the stone prior to washing, to apply the cleaning product and to rinse the stone after washing. Once the stone is wet, cleaning techniques with water will include low pressure water spraying with the wand affixed with a fan tip. The distance between the fan tip and the headstone surface shall be a minimum of 12".
 - (i) When water under pressure is used, such pressure will not be greater than 500 psi and work will be accomplished in a manner that does not cause any etching of the stone surface to occur. A test cleaning will be done in an inconspicuous area of a headstone (based on age and or style) and approved by the COTR prior to cleaning all like headstones and markers. The older the headstone or marker the more likely that power washing can cause damage, lower psi (up to 200 psi) is recommended.
 - (i) Hand scrubbing may be used as needed. If manual agitation is necessary to remove soiling, only a soft bristle (synthetic or natural) brush shall be used; metal or stiff plastic shall not be used because it can scratch the stone.
 - (i) Rinsing: Thoroughly rinse the headstone or marker surface using clean, clear water under low pressure or without pressure.
 - (i) Site disturbance: If water used in cleaning should soften the soil around the base of the headstone or marker so it is loosened, care will be taken not to tip the headstone out of plumb or alignment.
 - (i) Care will be taken to protect the turf area from damage. Any turf damaged by the Contractor will be restored at Contractor's expense. Upright headstones will be set and anchored firmly in place with no movement from forces subjected by the COTR or inspector after cleaning has been completed.

A.5.2 HEADSTONE -- RAISE, LOWER, REALIGN & RESET

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

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

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

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

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

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

(a) SCOPE

- (i) NCA STANDARDS (4.2): Proper height and alignment of each headstone is maintained. Older headstones shall be realigned laterally, transversely and diagonally in the same manner as new headstones.

- (ii) All headstone alignments that are not set or reset properly shall be reworked without cost to the government.

(b) GENERAL REQUIREMENTS

- (i) Work consists of raising, lowering, realigning and resetting existing upright headstones. Standard upright marble headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds each.

Headstones that are set by the Contractor shall maintain the proper height and alignment for a period of 90 days after being initially set. Any settlement or misalignment of headstones during this 90 day time will be corrected by the Contractor at no additional cost to the Government.

- (ii) Inspection & Acceptance: Acceptance is defined as the point in time which the COR or designee has determined the work performed is satisfactory and meets the criteria set forth in Section A.5.2. The Government reserves the right to inspect any / all services rendered and either reject or require correction when Raise, Lower, Realign & Reset are not in conformity with contract specifications.
- (iii) The Government may require re-performance of non-conforming services at no increase in contract price.

(c) PROCEDURE: UPRIGHT HEADSTONES RAISE/ LOWER / REALIGN & RESET

- (i) All temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the raise and realignment of upright headstone operation shall be carefully, and in an orderly manner moved from, and upon completion of work, moved back to all gravesites by the Contractor. Prior to removal, the contractor shall verify the numbering sequence and location of the headstone and associated decorations.
- (ii) Headstones shall be removed from their sockets by using wooden and/or metal clamps. If metal clamps are used the area that contacts the headstone shall be protected with a rigid fabric that will prevent damage to, and marking of, the headstone. Clamps may be attached to a Bob Cat or similar Machine to extract headstone from socket. Use care not to scratch or damage headstones in any manner. Contractor is responsible for restoring all damages caused to turf and headstones during performance of this work. Headstones are to be raised and/or lowered in the following manner; (Note: In areas where smaller than standard size headstones may occur, coordinate specified measurements and dimensions of required work with COR)
- (iii) All shallow and correct depth headstone sockets are to be dug to a bottom depth of 21" below finished grade, and then fill material is to be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing for the headstone to set on prior to the installation of the headstone to the required depth so that 24-26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material is to be placed around all sides of the headstones and

heavily tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.

- (iv) Deep headstone sockets are to be filled at bottom with a minimum of 3" of Fill Material added and tamped to full compaction in the bottom of the socket to achieve a bottom depth of 18" below finished grade for the headstone to set on prior to the installation of the headstone to the required depth, so that 24- 26" of the headstone is extending from the soil level to the top of the arc on the headstone. Fill Material shall be placed around all sides of the headstones and thoroughly tamped to full compaction at each three (3) inch vertical interval, leaving the last 3 inches at the top to have tamped topsoil and grass seed applied.
- (v) For Straight Rows: Headstones shall be set vertically plumb in all directions, in all cases in a line vertically and laterally, and where possible transversely (coordinate with COR), with headstones of other graves using a top string, a back of headstone string line, and a side of headstone string line. Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8", or less. All measurements and string line set ups shall be taken from established section layout control points, not from previously set headstones or keystones, unless otherwise directed by the COR. In irregular terrain where sloping and uneven ground conditions exist, all headstones shall be set at proper heights and levels to provide a flowing transition through uneven terrain. Raised and realigned headstones in all soil and terrain conditions shall be firmly in place so that the headstones are rigid with no give or play.
- (vi) In cases where headstone sockets need to be realigned/shifted, and/or re-dug, the headstone sockets (holes) to receive headstones shall be dug by hand and/or mechanical devices to a sufficient depth so that 24-26 inches of the headstone is extending from the soil level to the top of the arc on the headstone. Contractor shall not dig a headstone socket wider than twelve (12) inches, twenty (20) inches in length, or exceed a depth of 21 inches that may cause the headstone to settle below height requirement.
- (vii) The measurements between rows of headstones and headstones within each row may differ from one section to the next due to the use of differing burial patterns, discuss with COR where this is found to occur. These measurements shall be adhered to as closely as possible. Headstones shall be accurately and precisely reinstalled on the correct gravesites with the utilization of grave plot maps.
- (viii) Headstones are chosen to be "key" stones. All headstones determined to be keystones are stones identified by the COR that are set off the burial section's permanent control markers. All keystones are to be identified at beginning, middle, and the end of 72' grids. These keystones are to be aligned by leveling front and back and side-to-side, and raised or lowered to a height of 24-26 inches above topsoil level. Constant quality control is to be maintained and is required on all keys.
- (ix) At the start of work in each burial section, the first row of reset/realigned headstones in each burial section is to be inspected by COR for appearance, spacing, depth, alignment, plumbness, height, accuracy, and smoothness in grade transition. No further setting of headstones shall be done until this first row has been inspected and accepted by the COR. If the first row is rejected by the COR, the

contractor shall at no additional cost to the Government reset the rejected stones before proceeding in that section. It is the Contractors responsibility to notify the COR 24 hours in advance of when each of these inspections will be needed.

- (x) Heavy strings or lines must run along the backs, sides, and tops of these keystones. The string or line is required to be provided by the contractor and must be approved for use before by the COR before used. These lines are to be marked with the proper measurements- (size of section) for the section being aligned. All remaining headstones in the row are then aligned along the strings front to back and side-to-side even with the measured marks on the line. Each headstone is leveled and plumbed front to back and side-to-side keeping the back of the headstone along the string and the side of the headstone along the measured mark. Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks shall be 1/8", or less. Each headstone is also raised or lowered as necessary to ensure a uniform measurement of 24-26 inches above topsoil level. The headstone is then aligned along the string front to back and side-to-side even with the measured mark on the line. The headstone is leveled and plumbed front to back and side-to-side keeping the back of headstone along the string and the side of the headstone along the measured mark.
- (xi) The alignment of the headstones shall be checked frequently during this process because the tamping may move the headstone out of level or off the mark on the line. This process of raising and realigning is repeated for each row of headstones. Upright headstones in all completed work areas shall be firmly set and anchored in place with no movement from forces subjected by the COR. The Government reserves the right to require the contractor to pull suspect stones to verify that the correct base material and specified depths have been achieved. Any stone pulled under this requirement will be pulled and reset at no additional cost to the Government.
- (a) Any upright headstones broken or damaged by the Contractor shall be reported to the COR by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the headstone replacement. All headstone replacements must be coordinated with the COR. Any grid or sectional monuments disturbed, displaced, or broken shall be replaced by the Contractor at his cost. All grid or sectional monuments disturbed, etc., shall be properly reset by a licensed land surveyor at Contractor's expense. Curbs, roads, walks, turf, trees, utilities, etc. existing above and below the ground that are damaged or disturbed by the contractor during performance of contract work shall be repaired at the expense of the contractor. Repairs to the above shall be corrected by the Contractor within fourteen (14) workdays, unless otherwise agreed to with the COR in writing.

A.5.3 SETTING & ALIGNMENT OF NEW AND REPLACEMENT HEADSTONES

- (a) SCOPE: Work involves installation (setting & aligning) of new-initial and new-replacement Upright Headstones on designated gravesites. Headstones shall be installed within two (2) working days after notification from the COR. Performance includes the following:
 - (i) *Installation (setting, leveling & alignment) of new-initial and new-replacement upright headstones.
 - (ii) **Realigning up to four (4) surrounding headstones that may have shifted out of alignment; and

- (iii) Removal, destruction and disposal of unusable or damaged headstones.

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

**Note: Unless otherwise directed by the COR, Bump & Run process described in Section A.5.8 shall be used for realignment of surrounding headstones. Any costs associated with realigning surrounding headstones shall be inclusive of the cost for setting & alignment of new / replacement headstones.

(b) NCA STANDARDS:

- (i) Standard 3.2: Headstones, markers and niche covers/bronze plaques are properly installed.
- (ii) Standard 3.3: Headstones and markers are aligned in accordance with the section plan or historic pattern.
- (iii) Standard 4.1: Headstones, markers and niche covers are clean, free of debris and objectionable accumulations.
- (iv) Standard 4.2: Proper height and alignment of each headstone and marker is maintained.
- (v) Standard 4.3: Headstones, markers and niche covers are not damaged by the Contractor's operations.

(c) GENERAL REQUIREMENTS:

- (i) The responsibility for ordering / receiving headstones, checking for proper wording and initial inspection for damages shall be that of the COR. All headstones are delivered directly to and received at the Washington Crossing National Cemetery.
- (ii) VA Cemetery personnel are responsible for delivering, unloading headstones to cemetery at which time the COR shall notify the Contractor of the required installation.
- (iii) Headstone / Marker Installation Request: The Contractor should have the capability to receive Installation Requests by facsimile transmission, verbally via telephone, or through internet email. Unless otherwise agreed upon, all contractors shall have the capability of receiving installation requests by facsimile.
- (iv) Timeliness of Installation: The Contractor is required to set & align all Upright Headstones within two (2) working days after notification from the COR. This time frame **must** be met (weather & soil conditions permitting) regardless of the quantity or type of installation requested. Within twenty-four (24) hours of completing an Installation Request, the Contractor shall provide the COR with written notification that the work has been completed. In the event the Contractor is unable to set &

align a marker within the required installation time, the Contractor shall provide the COR with a written explanation detailing why the installation could not be accomplished. The written explanation shall also be provided to the COR within 24 hours of determining the installation could not be accomplished.

- (v) Setting of Upright Headstones: Headstones shall be installed year-round as weather and soil conditions permit a firm setting for the marker. Contractor shall contact the COR with questions concerning headstone setting & alignment and accessibility when weather or soil conditions do not allow timely installation or access to the gravesite area. Defective or damaged headstones shall not be set. The Contractor is responsible for reporting physical defects or damage to the COR who shall order a new replacement marker.
- (vi) Adverse Winter Conditions: All headstones set during the adverse weather conditions of winter shall be inspected by the COR at the time of setting. The COR shall again inspect those headstones during favorable weather conditions in the spring. The COR shall determine which headstones shall be reset after winter weather conditions have subsided. The COR shall furnish the Contractor with a weekly list of headstones to be reset.
- (vii) Proper Handling & Storage of Upright Headstones: The Contractor is responsible for the safe and proper handling of all new and replacement headstones. If storage space is available at the cemetery site, the COR shall designate a suitable area for storage of the stones. Headstones shall remain in the storage area until the time of installation. To limit the possibility of damage, each stone shall be placed to rest on its long edge in a vertical freestanding position. Where there is a shortage of storage space and there is a wall or other substantial support available within the cemetery, the headstones may be stored by resting on their bottom edge and leaning against the wall at a safe and stable angle. Several stones may be stacked against the first stone to conserve space with proper separation in all cases. The COR may also designate another location for storage of headstones.
- (viii) Headstones shall be lifted, transported and set by at least two (2) workers unless special one-person devices are approved for use. Realignment of headstones that are at the correct height but have shifted out of alignment and do not need to be removed from their sockets (called Bump & Run), may be accomplished by one person as provided under Section A.5.4. Older (previously set) headstones shall be realigned laterally, transversely and diagonally in the same manner as new headstones. If there is any breakage or damage due to the Contractor's handling or negligence, the cost for replacement shall be borne by the Contractor.
- (ix) Trees or shrubs obstructing headstones shall be noted and the COR shall determine remedial action, and any modification needed for installation of a headstone.
- (d) PROCEDURES: UPRIGHT HEADSTONES

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

- (i) Gravesite Specifications:

- (1) Pre-placed Crypt Section: Individual gravesites are 3' by 7'-8" (36" x 92"). Upright Headstones shall be offset 12" (inches) from the monument grid line or head of individual gravesite **[See Attachment – C - Headstone Placement Detail (Pre-placed Crypts)]**.
 - (2) Cremains Section: Individual gravesites are 4" by 4" (48" x 48"). Upright Headstone shall be offset 6"(inches) from the monument grid line or head of individual gravesite.
- (ii) Upright headstones for individual graves shall be erected on the centerline at the head of the grave with the inscription facing the grave. They shall be set plumb and aligned laterally, transversely and diagonally with the headstones on other graves. Measurements shall be taken from the Section layout "monumentation points" and not from headstones previously set.
 - (iii) New and replacement headstones in existing Sections of National Cemeteries where such stones have not been and cannot be set at the standard height shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above the ground level. Contractor shall use string lines for the top, sides and front of headstones.
 - (iv) The normal height of twenty-four (24) to twenty-six (26) inches given for the current standard of headstone setting is the NCA standard height. Depending on the contours of the terrain, minor deviations in the less than nominal height are permissible to provide a uniform appearance in the top line to compensate for slight rises or depression within the burial section terrain. All upright headstones are set with the use of top, sides and front string for proper alignment.

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

- (iv) Prior to setting headstone, Contractor will verify inscription information from temporary marker with inscription on the initial or replacement headstone. All sockets are to be re-dug by hand or mechanical means to allow for a 3" perimeter around all sides of the headstone and a sufficient depth 20" below finished grade and then moistened crushed limestone base material (graded aggregate sizes ranging from crushed fine up to 1/4" maximum) is to be added and heavily tamped to full compaction in the bottom of the socket to provide a minimum 3" footing for the headstone to set on prior to the installation of the headstone to a required depth so that 24" to 26" of the headstone is extended from the soil level to the top of the headstone.
- (v) Moistened crushed limestone base material (graded aggregate sizes from crushed fine to ¼ maximum) shall be placed around all sides of the headstones and in the bottom of the socket before being thoroughly tamped to full compaction at each three inch vertical interval, leaving the last three inches at the top to have tamped topsoil and grass seed or sod applied. The government shall not provide any grass seed, sod, fertilizer, lime or base material.

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

- (vi) Headstones shall be set vertically plum in all directions in all cases in a line vertically, laterally and transversely, with headstones of other graves using a top string, a front string and side string. Maximum vertical, lateral and measure tolerance of 1/8" or less. All measurements and string line shall be taken from layout control points, unless directed by the COR.
- (vii) Alignment of Initial New & Replacement Upright Headstones: Pre-placed Crypt Section: Upright headstones for individual graves shall be erected 36" (inches) on center on the centerline at the head of the grave with the inscription facing the grave. Cremains Section: Upright headstones for individual graves shall be erected 48" (inches) on center on the centerline at the head of the grave with the inscription facing the grave. They shall be set plumb and aligned laterally, transversely and diagonally with the headstones on other graves. Measurements shall be taken from the headstones previously set as directed by the COR.
- (viii) Setting of Initial New & Replacement Upright Headstones: In existing cemetery Sections where upright headstones have not been and cannot be set at the standard height, stones shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above ground level. In new cemetery Sections, all upright headstones shall be set at a height of 24" - 26" inches from the finished grade to the top of the arc.
- (ix) Minor Deviations from Standard Height: When headstones have been previously set at other heights above grade, but in general, at a uniform height throughout an area, and otherwise present a neat overall appearance with the inscription visible, resetting for the sole purpose of attaining the stated height is not necessary. The normal height of 24" – 26" inches given for the current standard of headstone setting is the standard height. Minor deviations in the less than nominal height are permissible to provide a uniform appearance in the top line to compensate for slight ground rises or depression within a burial section. All upright headstones shall be set with the use of top and back string for proper alignment. In all instances, string line will be used to set new and replacement headstones.

A.5.4 UNUSABLE / DAMAGED UPRIGHT HEADSTONES

- (a) SCOPE: Replacement or damaged headstones that have been removed because of the installation of a new-replacement headstone shall be destroyed and disposed of by the contractor.
- (b) NCA STANDARD 4.6: Headstones, markers and niche covers that are no longer useable are disposed of in a manner that is respectful and prevents unacceptable re-use.
- (c) PROCEDURES:
 - (i) Remove, Break-up Dispose Upright Headstones: **Destruction will be monitored / witnessed by VA National Cemetery personnel.** Each headstone will be destroyed by means of breakage with a maul or sledge hammer so that the name of the deceased is not left intact and is not recognizable.

- (ii) Once Destruction has been accomplished to the satisfaction of the COR, the resulting debris shall be removed from cemetery grounds and disposed of at the Contractors expense.
- (iii) Under no circumstance shall the unusable / damaged headstones be used for any other purpose.

A.5.5 HEADSTONE BUMP & RUN

(a) SCOPE

Work consists of realigning upright headstones that have shifted out of alignment (side to side / front to back), but do not need to be removed from their sockets and reset as required under Section A.5.2 (Setting & Alignment of New and Replacement Headstones).

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

(c) PROCEDURES

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

A.5.6 LAWN MAINTENANCE – SEEDING, AERATION, TURF FERTILIZATION & HERBICIDE APPLICATIONS

(a) SCOPE:

- (i) The Contractor is responsible for the removal and disposition of dead turf and shall refill the site with quality topsoil and perform the seeding or sodding to include the bare areas to insure a quality turf.
- (ii) Delivery tickets for grass seed indicating date, weight, analysis, purity, and vendor's name, etc. are to be submitted to the COR. All sod furnished under this contract shall be approved by COR prior to installation. Guidance from expert sources (e.g. local county agricultural extension agent or, agronomist in Memorial Service Network 1 Offices or landscape architect's in NCACO) is adhered to regarding turf selection. Work also consists of performing annual turf maintenance activities to include aeration and over seeding.

(b) NCA STANDARD: Standard 2.2: Turf used shall be compatible with the geographic region and adheres to the Cemetery Grounds Management Plan.

(c) PROCEDURES:

- (i) Type of Seed: 70% Turf Type Tall Fescue, 30% Perennial Rye Grass is to be the primary grass seed mixture to be developed. Only cultivars of grass seed that have been adapted to the Northeast region of the United States shall be accepted. Any substitution of seed type, weight or application must be specifically approved by the COR in writing. Seed is to be free of all noxious weeds and must be Blue Tag Certified. All sod furnished under this contract shall be approved by COR prior to installation.

30% Perennial Rye 70% Turf Type Tall Fescue	Purity	Germination
	95%	90%

- (ii) Guarantee: The Contractor shall be responsible for mowing and watering all newly seeded / sodded areas and maintaining them in a healthy, vigorous, weed free condition. The Contractor shall, at his own expense, replace any seeded or sodded area which has died or been damaged during the establishment period. Healthy turf shall be re-established within 30 days on all grave re-openers during the growing season.
- (iii) Any area to be hand seeded or hydro-seeded shall have a minimum of two (2) inches of topsoil placed on it, but still maintaining a ground surface that is level to the adjacent grade. In order to keep a level grade it is sometimes necessary to remove soil before placing topsoil on the area. Surface shall conform to a finished rectangular shape with a level grade, free of water retaining depressions, soil friable, free of clumps and of uniform firm texture.
- (iv) When a hydro-seed mixture is not used, the top soiled area must be free of sticks, stones, or other foreign material over one (1) inch in any dimension. The soil shall be compressed and firmed into the finished look once the seed is in place; the easiest and suggested method is to use a roller designed to evenly distribute the weight over the soil and press it into place. Newly seeded area will be covered with bio-degradable matting for additional protection.
- (v) The entire cemetery turf acreage shall be aerated twice annually with the first aeration occurring in late August / early September and the second one taking place in mid November with the use of a core aerator. Soil cores shall be removed to a depth of (4) four inches with a between core spacing of (6) inches. Soil cores may be left lying on the turf-grass surface. Due to high clay content in the native soil which causes poor drainage; when performing the aeration operation the Contractor will be sure to make multiple passes with the aerator across the turf.

After the completion of the late August / early September aeration, the cemetery turf will be over seeded using a properly calibrated broadcast spreader such as a Cyclone or Lely spreader to uniformly apply the seed. The seed mixture to be used will consist of 70% turf type Tall Fescue and 30% Perennial Rye applied to the cemetery turf at a rate of 10 lbs. per 1,000 sq. ft. Each turf grass variety shall consist of a blend of at least 3 regionally adapted cultivars and shall not consist of only one cultivar. **At no time is the cultivar "Kentucky 31" to be included in the Tall Fescue seed blend.**

This is an old, pasture type grass that grows in clump form and is not a desirable component of the cemetery turf.

- (vi) Initial Pre Emergent Crabgrass / Post Emergent Broadleaf Weed Application: Contractor shall apply a herbicide (Dimension) that is combined to control pre emergent crabgrass and post emergent broadleaf weeds in liquid form at manufactures recommended rate allowable for cool season grasses. All herbicide must be applied with properly calibrated spraying equipment. The contractor will begin the application after the soil temperature has reached 55 degrees for three consecutive days. This is the time that crabgrass seeds begin active germination in the soil. Any application that is completed before this time may not be as effective in overall crabgrass control. The dates for application listed in the application schedule are only an estimated time frame and could begin earlier or later depending upon the soil temperatures.
- (vii) Second (Split) Crabgrass Application: Contractor shall apply herbicide (Dimension) in liquid form to control early post emergent crabgrass (in early tiller stage) and pre emergent crabgrass control at manufactures recommended rate allowable for cool season grasses. Pre-emergent herbicide must be applied with properly calibrated spraying equipment. This application will occur between 6-8 weeks after initial crabgrass application.
- (viii) Broadleaf Weed Control: Broadleaf herbicides must be applied with properly calibrated spraying equipment. The herbicide must control various cool season turf broadleaf weed species such as white clover, dandelions, plantain and prostrate spurge. Applications must be timely and at the proper dosage so that perennial weeds do not go to seed. Herbicide shall be applied to all turf acreage, in burial sections and including areas between and around all headstones and along section perimeters.
- (ix) Fertilization: Contractor shall apply a granular turf fertilizer, which is specified in the application schedule to all turf areas using a properly calibrated spreader/sprayer. The fertilizer will have a guaranteed NPK analysis of 26-5-10 and consist of a minimum 50% slow release nitrogen from sulfur coated urea. Fertilizer will be applied to all turf areas at the times and rates that are listed in the turf application schedule. Contractor will perform an annual soil test and fertilizer applied will be based on most recent soil test results.
- (x) All application methods of herbicides and treatments of annual grasses shall be in strict accordance with manufacturer, Department of Environmental Protection and all applicable federal, state and local laws.
- (xi) All applications must be made in accordance with manufactures label instructions to insure proper rate and timing of application. The contractor will apply liquid broadleaf herbicide no earlier than 6 hours before anticipated rainfall to allow herbicide sufficient time to be absorbed into plant tissue to maximize the herbicide's full potential. Any rainfall that is received within this six hour time frame after the application will require the contractor to treat all turf areas a second time at the contractor's expense. Prior to any application, the Contractor shall provide to the COR, a copy of

product label for each chemical used and appropriate supporting Material Safety Data Sheets (MSDS).

- (xii) Contractor personnel applying herbicides shall possess a current / valid State of Pennsylvania commercial pesticide/herbicide application license. The Contractor is responsible for any damage resulting from the application of any herbicide treatments.
- (xiii) All turf applications will be applied with appropriate calibrated spreading and spraying equipment. Liquid and pellet surface applications shall be uniformly distributed within the cemetery's defined area of coverage. Surface applications shall not be made where surface run-off is likely to occur or near a water source.
- (xiv) Appropriate warning flags or markers will be posted in all treated areas for a period of 24 hours after a herbicide treatment has been applied. The Contractor shall remove all flags upon expiration of the 24-hour period.
- (xv) Each turf application shall be completed within each "Annual Application Date" (weather permitting) specified in the Schedule. All applications shall be applied in accordance with manufactures label instructions to ensure proper rate and timing. **Fourteen (14) days after completion of the application, the Contractor and COR will jointly inspect and assess results. In areas where results are less than acceptable*, the Contractor will re-perform the application at no additional cost to the Government (*Acceptable is defined as 90% of actively growing broadleaf weeds are eliminated).**
- (xvi) The contractor shall not dispose of, rinse, mix nor store any herbicide containers/bags on cemetery premises except as authorized by cemetery management.
- (xvii) No herbicide application equipment may be kept or stored on the cemetery premises when the contractor is not working.
- (xviii) **Turf / Landscape Planting Bed Application Schedule:** Fertilizer & Herbicides shall be applied to meet NCA Turf standards. Any deviation from this Schedule must be approved by the COR or designee. Contractor will provide fertilization, pre-emergent crabgrass & broadleaf weed control services only to turf areas that are mowed weekly in strict accordance with the following:

Turf / Planting Bed Application	Annual Application Date	Description
#1	October 20th – 25th	This application will be a combination post emergent control for broadleaf weeds applied in liquid form along with a granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq.

#2	April 10 th – 15 th	This application will be applied in liquid form and a combination post of emergent control for common broadleaf weeds such as dandelion, clover, broadleaf and buckhorn plantain and a pre emergent control for weed grasses such as crabgrass and goose-grass.
#3	April 10 th – 15 th	Pre emergent control of weed grasses and broadleaf weeds to be applied to all mulched planting beds using Snapshot TG in granular form.
#4	May 10 th – 15 th	This application will be a combination pre/post emergent control for annual weed grasses applied in liquid form along with a granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 4 lbs. of total fertilizer per 1000 sq.
#5	September 1 st – 5 th	This application will be a granular turf fertilization using a fertilizer with a 26-5-10 NPK ratio with a minimum 50% slow release SCU (sulfur coated urea). Fertilizer will be applied to the entire turf acreage at a rate of 5 lbs. of total fertilizer per 1000 sq. ft.
#6	September 1 st – 5 th	Pre emergent control of weed grasses and broadleaf weeds to be applied to all mulched planting beds using Snapshot TG in granular form.

A.5.7 LAWN MAINTENANCE – MOWING, TRIMMING AND REMOVAL OF DEBRIS & GRASS CLIPPINGS

(a) SCOPE:

The Contractor shall be responsible for mowing and removal of debris and all grass clippings within the cemetery boundaries. **The cemetery turf encompasses approximately forty three (43) acres of lawn area that will need to be regularly mowed to consistently maintain the turf height at 3 inches. There are also 18 acres of planted ornamental grasses (switch grass, Pennsylvania sedge & little bluestem) that will need to be carefully pruned back once yearly in late winter / early spring.**

(b) NCA STANDARDS:

- (i) Standard 2.1c: 95% of turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type of turf and region.
- (ii) NCA Standard (2.6): The turf surrounding the headstone or marker is trimmed to its recommended height.
- (iii) NCA Standard (2.6b): Markers show turf trimmed vertically even with the marker and free of trimming debris.

(c) PROCEDURES:

- (i) Mowing: The Contractor shall maintain all turf areas consistently at a turf height of three inches throughout the growing season. Mowing shall be accomplished as necessary (or as otherwise directed by the COR) to meet this standard. If grass clippings are evident, the Contractor shall remove and dispose of the clippings at no extra cost to the Government.

- (ii) Equipment: Riding mowers may not be operated within two (2) inches of headstones, monuments, tree trunks or other vertical surfaces. At no time will the Contractor discharge grass clippings onto headstones.

Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. The height of grass is what is measured to get the correct cutting height. The cutting height of all mowing equipment shall be set to maintain a turf height of three inches (3.0"). At no time shall more than one and a half inches (1.5") of new growth be removed during any single mowing. During the months of June, July, August when cool season grasses generally slow in growth due to heat, and lack of adequate rainfall the height of mowing equipment may need to be adjusted to 4".

- (iii) Damage to Turf: During general mowing operations the Contractor shall take extreme care and caution to avoid and prevent unnecessary damage (i.e., scalping of turf, uneven mowing, excessive build-up of clippings, creation of divots, etc). Contractor may be held liable for repair or replacement of any damaged turf due to negligence.
- (iv) Memorial Day (which is always the 4th Monday in May): All mowing, trimming, edging & debris removal work shall be completed no later than close of business on the Friday prior to Memorial Day so as to allow sufficient time to prepare for Memorial Day services at the cemetery.
- (v) Veterans Day (Occurs November 11th every year): All mowing, trimming, edging & debris removal work for Veterans Day ceremonies shall be completed no later than two (2) work days prior to the scheduled holiday.
- (vi) Any clippings deposited on roadways or other non-turf grass areas shall be removed the same day as the mowing event that produced them. Any clippings deposited on sidewalks or at public visitor areas including at the Committal Shelter areas shall be removed at same time mowing work is occurring.
- (vii) Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear providing a cleaner cut. Contractor shall clean all mowing and trimming equipment before unloading at the cemetery. This shall minimize the possibilities of weed contaminates to cemetery turf from outside mowing areas. The contractor shall take the utmost care not to damage headstones, floral or commemorative items, structures, survey monuments, irrigation equipment, etc while performing mowing services.
- (viii) The Contractor shall remove and replace all floral or commemorative items, etc. to their proper place while performing mowing services. The Contractor shall repair or replace all damaged items caused by the contractor at no additional cost to the cemetery as directed by the COR.

- (ix) All mowing around trees shall be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf. Contractor shall vary wheel-width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.
- (x) Turf in burial and public areas should be maintained at a height within one inch range of that which is professionally recommended for the recommended grass type for that geographic region. Optimally, the height should be no more than half an inch above that range. For example, the height of Tall Fescue / Perennial Rye / Kentucky Blue Grass should be between 3.0” and 3.5”. Grass is to be trimmed on borders.
- (xi) The walkways (inside and out), flagpole bases, interment area, and roads shall be cleaned of any grass clippings and leaves after mowing, weed eating, edging, and trimming.
- (xii) Grass must be trimmed at a height of three (3) inches around the perimeter of each upright headstone. The trim extends approximately twelve (12) inches from the headstone. The extended trim area shall also include a 3 foot to 4 foot band or wider between the upright headstones across the width of the row. At no time shall trimming between headstones be below this height which causes a bowl effect around the base of the headstone. The Contractor shall be careful not to scalp the turf around the base of the headstones.
- (xiii) Fence Lines: A distance of one (1) foot shall be trimmed on each side of fence lines (total: two (2) feet in width).
- (xiv) Curb Lines: A distance one (1) foot shall be trimmed along all curb lines.
- (xv) Trees: A distance of one (1) foot shall be trimmed around the perimeter of all trees.
- (xvi) Miscellaneous Structures: Trim around all cemetery Section markers, monuments, signs, water spigots, utilities, flowerbeds, walkways, roadways, buildings, flagpoles, gates and other significant features of the cemetery.
- (xvii) Contractor’s employees shall wear all required safety equipment such as goggles or face shield, hearing protection, hard hats, respirators, if required, and uniforms identifying them as an employee of the contractor. The contractor shall be responsible for training and safety precautions prescribed by OSHA standards. Minutes of safety meetings will be provided to the VA COR on a monthly basis.
- (xviii) The contractor shall phase all work in such a manner, as not to impact on or interfere with cemetery operations. The contractor shall cease work within 100 yards of any committal service in progress while performing under the contract.
- (xix) The COR may direct and arrange the contractor’s performance in specific areas of the cemetery to coordinate with the cemetery’s mowing operations. The contractor shall advise the COR of work accomplished at the end of each work day and coordinate the following day’s schedule of work.

- (xx) The contractor shall observe all traffic, parking, directional signs and regulations when using the cemetery's roadways. Contractors shall park only on cemetery roads or designated areas.
- (xxi) After completion of trimming, Contractor shall leave all work areas free of debris and in the same condition as before the work commenced. The contractor shall take all necessary precautions to protect vegetation, as appropriate, in the immediate work area(s).
- (xxii) The contractor shall be liable for any damage to headstones and Section markers caused by contractor personnel arising out of, or resulting from performance under the contract.

A.5.8 TREE, SHRUB, & PLANTING BED MAINTENANCE

(a) SCOPE:

- (i) Work consists of maintaining all trees, shrubs, annual and perennial plants and planting beds to keep them free of any/all dead, broken and/or unsightly growth.
- (ii) Trees shall be kept free of sucker growth, waterspouts, broken/dead limbs, and low hanging limbs/branches. All ornamental shrubs and hedges shall be trimmed and shaped annually during the month of May and September.
- (iii) Debris & Waste Removal: The Contractor is responsible for the proper removal and disposal of all debris and waste resulting from Cutting, Pruning and Trimming work activities. All pruning / trimming cuts, tree limbs, dead branches, bush / shrub / hedge clippings and other debris shall be removed from cemetery grounds the same day the work is performed and be properly disposed.

(b) NCA STANDARDS:

- (i) Standard 3.4: Ornamental trees and shrubs are maintained so that they enhance and do not detract from the appearance of public areas.
- (ii) Standard 3.5: Ornamental trees and shrubs are pruned in a manner that ensures they do not pose a hazard to staff and visitors.
- (iii) Standard 6.1: Cemetery planting beds are kept weed free and are well maintained and attractive.

(c) PROCEDURES:

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

- (i) All pruning tools shall be kept sharp and properly functioning. Pruning cuts shall be made in accordance with ANSI A300 Standards.

- (ii) The Contractor shall regularly monitor the cemetery tree population for regular deadwood and pruning that may be needed to keep the trees healthy and aesthetically attractive. This includes low hanging branches that may obstruct roadways or walkways, any dead or broken branches that may become hazardous during high winds or storms and the removal of water sprouts or sucker growth on smaller ornamental trees. Large scale tree removal or pruning that requires either climbing with saddle and rope or access with bucket truck shall be done under a separate contract with an ISA certified arborist. (Since this is a newly constructed cemetery, the majority of all of the trees on the site are newly planted and no more than 4-5" caliper trunk size where most tree pruning required will be formative tree pruning).
- (iii) During any tree pruning, the Contractor is to be aware of maintaining the trees natural shape and appearance and should not remove any unnecessary parts (leaders, branches, etc.) of the tree.
- (iv) In lifting the bottom branches of trees for under clearance which should be about fifteen (15) feet, care should be given to symmetrical appearance, and cuts should not be made so large that they shall prevent normal sap flow. Trim the tree high enough to allow sunlight to penetrate the trunk sometime during the day and to allow employees easy access on equipment.
- (v) The Contractor is responsible for reporting dead, diseased or insect infested trees or shrubs to the COR within 48 hours of discovery.
- (d) PROCEDURES:

Due to the recent expansion of the cemetery there is now roughly 167,684 sq. ft or 3.8 acres of planting bed space that will need to be maintained. The majority of this planting bed space is in what is considered high visibility locations such as around interment shelters, at cemetery entrance / along entrance road and around administration building where all of the plant material and beds must be kept weed free and in pristine condition.

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

- (i) All planting beds and tree rings will have a clean edge cut between the turf and planting bed / tree ring around their entire perimeter and shall have a fresh (3) inch coating of shredded hardwood mulch uniformly applied to them in the spring. The Contractor must be sure not to pile excessive mulch around trees or in planting beds. If the amount of the existing mulch in planting beds is sufficient, the Contractor may be required to gently turn and rake the existing mulch to give it a fresh appearance or remove old mulch before applying the fresh three inches of mulch. Planting beds shall also have a pre emergent granular weed control applied to them twice per year. The product to be used shall be Snapshot Granular TG applied at the recommended label rate. The first application shall be in mid April before hardwood mulch is applied and the second application scheduled in early September. If possible this herbicide should be applied shortly before predicted rainfall which will help the herbicide work into the soil and become activated.

- (ii) All planting beds and tree rings shall be kept attractive, maintaining a clean, straight edge between the turf and planting bed and will be kept free of weeds. This will require hand pulling of any weeds / weed grasses that germinate in planting beds to be done on a regular or daily basis by the Contractor. These weeds shall be hand pulled with their root system being removed from planting beds as much as possible.
- (iii) Dead or dying plant material shall be reported to the COR. Replacement plants, if needed, shall be furnished by the COR and planted by the Contractor.
- (iv) Hedges and shrubs shall be trimmed to promote a healthy and attractive appearance and uniform growth over all parts of the plant, with the bottom wider than the top. Hedges and shrubs shall be kept free of dead branches, leaves, and all weed growth.
- (v) There is 791,262 sq. ft. or 18 acres of various perennial grasses (switch grass, bunchgrass and Pennsylvania sedge) planted throughout the cemetery. These areas are designed to be very low maintenance and will require a once yearly light mowing or pruning to be carefully done in late winter or early spring where they will be cut back before the spring growth of each plant begins.
- (vi) Utility Lines Compliance: Where pruning / stump grinding / tree removal conflicts with existing utility service lines (above or below ground), cemetery personnel and the appropriate utility company shall be notified by the Contractor. The Contractor shall obtain all necessary permits and cooperate with the utility company to avoid any damage or liability.

A.5.9 TRASH, DEBRIS, LEAF & FALL LEAF REMOVAL

(a) SCOPE:

- (i) Work consists of collecting and removing all trash from cemetery trash receptacles, removing dead or unsightly flowers, tree limbs / branches / twigs, dead leaves, as well as any other debris within the cemetery grounds and along the cemetery fence line.
- (ii) Regular floral pick-ups shall take place at the cemetery on dates specified in the cemetery Floral Regulations Handout. A copy of the handout shall be provided to the Contractor.

(b) NCA STANDARDS:

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

(c) PROCEDURES:

- (i) All trash, debris, leaves (**including all leaves to be removed during the fall and early winter**) contents of trash cans, dead or unsightly flowers and fallen tree limbs shall be removed from the Washington

Crossing National Cemetery daily. All grave decorations shall be removed according to the cemetery floral regulations.

- (ii) Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- (iii) All walkways, roads, and parking areas shall be kept free of debris by either sweeping or blowing.
- (iv) Storm Clean-Up (wind, rain, hail, snow, ice, etc): Cemetery should be checked and cleaned up next working day following the storm unless the extent of the storm prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.
- (v) Leaf and tree debris collection and removal shall be accomplished daily throughout the year. All fallen leaves and tree debris must be removed daily, by hand or machine, except when delayed by the onset of severe weather conditions (Snow and Ice). The Contractor shall schedule removal work accordingly.
- (vi) Fall Leaf Removal: For fall leaf removal, the Contractor shall begin removing fallen leaves beginning in early - mid October and continue throughout the fall and winter until all leaves have fallen off of the trees and are removed from the cemetery grounds. Leaves shall be hand raked, vacuumed, or blown by backpack style blower or a walk-behind push type machine from the turf and along cemetery fence lines onto the roadways and then collected and properly disposed of from the cemetery grounds and the immediate area outside the cemetery. Also, any accumulation of mulched leaves shall be removed from the cemetery.
- (vii) The Contractor shall inspect all areas of the cemetery during this period and ensure that there is no accumulation of debris in any area.

A.5.10 SNOW & ICE REMOVAL

(a) SCOPE:

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

(b) REQUIREMENTS:

- (i) Snow removal shall be accomplished by using a plow attached to a truck, tractor or a self-propelled unit, snow blower or shovel. Contractor shall install snow poles (guides), as appropriate, in areas of heavy snowfall to identify edges of the roadway and to eliminate damage to curbs and/or turf caused by snow removal work. Trucks, tractors and self-propelled units are restricted to paved areas. Snow and ice removal operations must begin by 8:00 a.m. or sooner seven (7) days a week to insure that the cemetery is open and passable for scheduled burials and visitors.
- (ii) Ice removal shall be accomplished by applying an environmentally friendly deicer [i.e., Calcium Magnesium Acetate (CMA) or Calcium Chloride (CaCl)] and may only be used on concrete sidewalks and surfaces. This chemical must be of the type that shall not stain or damage carpeting, flooring, turf, shrubbery, trees, walkways and driveways. Rock salt must be used on all asphalt roadways and surfaces.
- (iii) Contractor shall take precautions to prevent damage to buildings, roadways, sidewalks, curbing, trees, headstones and markers by equipment used to remove snow and ice. Contractor is responsible for repairing any damage caused by equipment in the performance of snow and ice removal.

A.5.11 JANITORIAL / RESTROOM CLEANING REQUIREMENTS

(a) SCOPE:

- (i) Cemetery public & employee restrooms, eating areas, and administrative areas will be cleaned daily Monday thru Friday. There are three public restrooms and two employee restrooms located in the administration building and two employee restrooms / locker rooms in the maintenance building. Environmentally friendly (green) cleaning agents will be used to the maximum extent possible.

(b) CLEANING REQUIREMENTS:

- (i) Sweep and vacuum all carpeted areas in the administrative trailer. This area should be free of all waste and debris.
- (ii) Sweep and wet mop all terrazzo, tile, and other vinyl floor areas (moving tables, chairs, trash cans, etc.) and remove stains as needed.
- (iii) Clean all restrooms to include: walls, partitions, floors, sinks and toilets/urinals with germicide disinfectant.
- (iv) Clean and polish all glass; mirrored, and stainless steel areas with appropriate cleansers that will not damage surfaces.
- (v) Furnish and fill soap dispenser, toilet paper, automatic air sanitizers and paper towel holders.
- (vi) Empty, clean, sanitize, and line all waste cans.

(vii) Wipe down and disinfect all countertops and surface areas.

(viii) Pour all mop and/or cleaning water down the designated floor drains. The sink shall not be used as a drain.

A.5.12 ON-CALL / EMERGENCY STORM DAMAGE & STUMP REMOVAL SERVICES

- (a) The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR or designee. The point-of-contact shall be available on a 24-hour basis during weekends, Federal Holidays and after normal business hours of operation. The Contractor shall provide telephone, pager and cell phone numbers for emergency and after hour's situations.
- (b) Emergency Service Requests may include (but are not limited to) complete tree removal / stump grinding, pruning / removal of damaged tree limbs and branches, general clean-up of debris as a result of storm, wind and/or lightening damage, or any other occurrence of damage beyond the reasonable control of the cemetery (i.e., fires, floods, unusually severe weather, etc.).
- (c) Contractor shall respond to all Emergency Service Requests within eight (8) hours of the initial call. Work shall be accomplished within twenty-four (24) hours of the initial request or as expeditiously as circumstances permit. Emergency requests shall warrant a more rapid than routine response to ensure timely corrective action and to address any safety issues that may jeopardize employee or pedestrian safety. The Contractor shall keep the COR fully informed of work progress and status of all emergencies.
- (d) Procedures: Upon arrival to the cemetery, the Contractor shall immediately assess the damage and submit a written proposal to the COR estimating the amount of time (hours) necessary to accomplish the work involved. The Contractor's proposal shall be approved in writing by the COR prior to commencement of work. All emergency work and services shall be performed at the fixed hourly rate indicated in the "On-call Emergency Service" Price Schedule. VA National Cemetery reserves the right to purchase emergency services from sources other than the Contractor when determined to be in the best interest of the Government.
- (e) Tree Removal / Stump Grinding: Where emergency circumstances warrant the complete removal of a tree(s), removal shall be accomplished under the instruction and guidance of a Certified Arborist provided by the Contractor. Procedures for Stump Grinding are as follows:
 - (i) All trees shall be topped prior to falling and all limbs over 3 ½" in diameter must be lowered to the ground by ropes. The stumps are to be ground to a maximum of 8" below soil level, or to the lateral roots, if reached before the specific depth.
 - (ii) The Contractor shall not grind stumps to the depth that would interfere with the roots of any adjacent tree(s) the Government intends to retain. The cavity of the stump is to be filled with topsoil and tamped to meet the existing grade.

- (iii) All wood chip particles and debris from the tree removal shall be cleaned up thoroughly and removed from the cemetery. The Contractor shall take every precaution to prevent any falling branches or trees from damaging any headstones, adjacent plant material or structures.
- (iv) All stumps shall be removed using stump-grinding equipment. Stumps and all surface roots shall be ground to at least 8" below the soil surface and all ground stump/root wood shall be removed. The hole shall be filled with topsoil, compacted, and then seeded. All chips and debris from stump removal shall be taken off-site the same day the work is performed and shall be properly disposed of.

A.6 CONTRACT MANAGEMENT

- (a) Representatives of the Contracting Officer: The VA Contracting Officer shall designate one (or more) representatives to serve as the Contracting Officer's Representative (COR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation shall be in writing and shall define the scope and limitations of the COR's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.
- (b) The COR may direct and arrange the Contractor's work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations. Duties and responsibilities of the COR include day-to-day monitoring of the contract as follows:
 - (i) Providing contract oversight and technical guidance to the Contractor.
 - (ii) Placing orders for services.
 - (iii) Verification / certification of payments to the Contractor for services rendered.
 - (iv) Assuring that any changes effecting work involved, price, terms and/or conditions under the contract are not implemented before written authorization is issued by the Contracting Officer.
- (c) All administrative contract functions are the responsibility of the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.
- (d) Site Manager: The Contractor shall provide a "Site Manager" who shall be on-site at all times during contract performance. The Site Manager shall be responsible for the following:
 - (i) Directing, overseeing and coordinating the work involved and providing daily ongoing supervision to Contractor employees.
 - (ii) Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
 - (iii) Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.

- (e) The Site Manager shall re-direct work throughout the rest of the Cemetery – so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR may then do so.
- (f) Communication & Coordination of Work with COR: Communication with the COR (or designee) is strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb burial services. Trucks, other equipment and Contractor employees are prohibited from passing through the service area during this period.

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

- (g) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract shall require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as COR.

A.7 INSPECTION & MONITORING PROCEDURES

- (a) A record keeping system of Contractor work performance shall be established and implemented by the VA COR for the services involved. The COR shall inspect all work performed and submitted by the Contractor for acceptance. The Government reserves the right to reject any and all work that does not meet contract specifications. Work rejected by the COR shall be re-performed without cost to the Government.
- (b) Weekly Progress Report: On a weekly basis, the Contractor shall provide a written progress report to the COR of all work completed at Washington Crossing National Cemetery (**See Attachment D – Work Summary & Progress Report**). If there are problems or issues adversely affecting progress of the contract, a detailed explanation shall be indicated on the report.
- (c) Payment: The Contractor shall submit a monthly invoice in arrears for all services rendered. Prior to certification of payment, invoices shall be verified by the COR for accuracy against all Weekly Progress Reports submitted by the Contractor for the billing period.
- (d) Federal Holidays: All work required under this contract shall be performed during normal cemetery hours of operation. With the exception of Memorial Day and Veterans Day, work is normally not conducted on Federal holidays. The following is a list of all Federal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

A.8 CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather - other than prolonged snow cover, shall not be considered an excusable delay in meeting specifications. The government expects the Contractor to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines.
- (b) The Contractor is responsible for taking all precautions to prevent damage to the cemetery, in any manner, including headstones, Section markers, monuments, flower bases, trees and other structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones, Section markers and other cemetery structures or property damaged because of actions by the Contractor and/or its personnel.
- (c) Cooperation with other Contractors: The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with other Contractors and with Government employees.
- (d) More than one Contractor may have access to storage areas designated by the COR. The government is not responsible for any costs associate with repairing or replacing Contractor(s) property while on cemetery property.
- (e) The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf areas except as provided in this contract or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor regardless of weather conditions, and at no additional cost to the government.
- (f) The Contractor shall provide adequate safety warning devices, barricades and cover boards, etc., at all work sites to eliminate hazards from public visitors and cemetery employees at no cost to the government.
- (g) At the end of each day, the Contractor shall remove all debris from the cemetery site. At all times rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. The government shall not provide receptacles for the disposal of debris related to this contract.
- (h) The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor is responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the Commonwealth of Pennsylvania.
- (i) Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This shall be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

- (j) Possession of Weapons: Possession of any weapon by persons entering a VA National Cemetery or any of its buildings is prohibited by law (38 CFR & 1.216 (a)(13)). Enclosed containers, including tool kits, shall be subject to search. Violations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.
- (k) Parking: All Contractor employees are to park only in designated areas authorized by the COR. Workers are not allowed to park throughout the cemetery grounds. Violation of this requirement shall form the basis for immediate contract enforcement action to include removal from the cemetery.
- (l) Responsibilities & Violations: The Contractor is responsible to ensure that his/her employees (including Contractor Consultants, sub-Contractors, etc.) are aware of all the terms and conditions set forth in the contract regarding their performance and conduct. Any violation of Contractor conduct requirements may result in contract termination with possible repercussions, including costs incurred, debarment, or fines.

A.9 STANDARDS OF EMPLOYEE CONDUCT

Contractor and Contractor personnel are required to adhere to the following standards of dress and conduct while performing work in the Washington Crossing National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C. Section 218. Contractor and Contractor Personnel - -

- (a) Shall be fully clothed at all times, to include long slacks or pants and collared shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Shoes/boots shall have no holes or loose soles. Steel-toed shoes shall be required in accordance with OSHA. Contractor employees shall maintain personal hygiene.
- (b) Shall not engage in loud or boisterous behavior or use profane or abusive language and show proper reverence during committal service.
- (c) Shall not eat or drink beverages except water or non-alcoholic drinks while in the work area or in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
- (d) Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.
- (e) SMOKING is not permitted in any buildings or on the grounds of Washington Crossing National Cemetery. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area. At the discretion of the COR, a designated smoking area may be provided.
- (f) Use of Cemetery Facilities: The Government shall not be responsible for any loss, damage, or theft of Contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by Contractor's employees. Use and access to restroom facilities will be coordinated through the COR.

- (g) Space: Based on availability of space, and at the discretion of the COR, a limited storage area may be provided. Space offered shall be in "as-is" condition. Prior to making any modifications or alterations to the space, Contractor shall obtain written approval from the COR. Any such modifications or alterations shall be at the expense of the Contractor. Upon completion of the contract, the facility shall be returned to the government in the same condition as received at the expense of the Contractor, except for reasonable wear and tear.
- (h) The Government shall not provide the Contractor with any fuel storage, equipment or telephones. If available, electric and/or utilities at the designated work and storage areas may be provided for purposes of contract performance only. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.
- (i) The Contractor is responsible for safely handling any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. A MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions used at the cemetery in performance of this contract.
- (j) If space is provided, only the Contractor's equipment, supplies and property necessary to perform work under this contract shall be stored at the Contractor's designated storage area. No maintenance or repair of Contractor equipment shall be done on cemetery property without the COR's approval.

A.10 SUPERVISION & TRAINING

- (a) The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required.
- (b) The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.
- (c) The Contractor is responsible for safety / precaution training of Contractor employees performing work under the contract. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.

(End of Section A - Work Statement)

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

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

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

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted,

and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments
 - (9) The specification.
- (t) Central Contractor Registration (CCR).

(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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 CCR 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 CCR 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 CCR 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 CCR database. Information provided to the Contractor's CCR 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 CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(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.2 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

C.3 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

"Postconsumer fiber" means--(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

C.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

C.5 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

C.6 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

(End of Clause)

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.8 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 five (5) years.

(End of Clause)

C.9 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of Clause)

C.10 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

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

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

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

(End of Clause)

C.11 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.12 52.232-17 INTEREST (OCT 2010)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(c) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if--

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) 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

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

(d) 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.

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

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
 - (1) The date on which the designated office receives payment from the Contractor;
 - (2) 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
 - (3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (g) 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.

(End of Clause)

C.13 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(End of Clause)

C.14 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

C.15 52.233-1 DISPUTES (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or related to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the ACT, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

C.16 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

C.17 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification

shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

C.18 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

C.19 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

C.20 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

C.21 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.22 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.23 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

C.24 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

C.25 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

C.26 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.27 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

(End of Clause)

C.28 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 Pennsylvania. 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.29 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>
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (End of Addendum to 52.212-4)	APR 1984

C.30 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2012)

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☒ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

- ☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
 - ☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class Monetary Wage-Fringe Benefits

- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 - ☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
 - ☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

<u>ATTACHMENTS TABLE OF CONTENTS:</u>	Page
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ATTACHMENT E	8

See attached document: WCNC Grounds Maint ATTACHMENTS.

SECTION E - SOLICITATION PROVISIONS

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

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via

<https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Requirements contract resulting from this solicitation.

(End of Provision)

E.4 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:

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
NCA Contracting Service
5000 Wissahickon Ave.

Philadelphia PA 19144

Mailing Address:

Department of Veterans Affairs
NCA Contracting Service
5000 Wissahickon Ave.

Philadelphia PA 19144

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

(End of Provision)

E.5 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

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

(End of Provision)

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

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

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

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

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

(End of Provision)

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS	DEC 2012

E.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

(End of Addendum to 52.212-1)

E.9 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

Order of Importance:

1. Technical Capability
2. Past Performance
3. Price
4. Financial Capability

Technical and past performance, when combined, are significantly more important than price.

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

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

(End of Provision)

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA 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, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

The offeror represents that it [] is a women-owned business concern.

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

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *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)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) *Buy American Act--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 Act--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, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. 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 \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act 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 a central contractor registration database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and 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 \$3,000 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.

(End of Provision)