





## Table of Contents

|  |           |
|--|-----------|
| <b>SECTION A</b> .....   | <b>1</b>  |
| A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS .....   | 1         |
| <b>SECTION B - CONTINUATION OF SF 1449 BLOCKS</b> .....  | <b>5</b>  |
| B.1 CONTRACT ADMINISTRATION DATA.....  | 5         |
| B.2 SUPPLIES OR SERVICES & PRICES/COSTS .....  | 7         |
| B.3 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT .....  | 9         |
| <b>SECTION C - CONTRACT CLAUSES</b> .....  | <b>26</b> |
| C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012).....  | 26        |
| C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....  | 32        |
| C. 3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS<br>(FEB 2012) .....                         | 33        |
| C.4 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) .....  | 34        |
| C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS .....  | 34        |
| C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984).....   | 35        |
| C.7 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS<br>(DEVIATION) (AUG 2012) .....                         | 35        |
| C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....   | 35        |
| C.9 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br>SET-ASIDE (DEC 2009) .....                   | 36        |
| C.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....   | 37        |
| C.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) .....   | 37        |
| C.12 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008).....   | 38        |
| C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR<br>EXECUTIVE ORDERS--COMMERCIAL ITEMS (Jan 2013) ..... | 38        |
| <b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....  | <b>45</b> |
| D.1 ATTACHMENT 1 – MAP OF SEVEN PINES NATIONAL CEMETERY .....  | 45        |
| D.2 ATTACHMENT 2 – BUSINESS MANAGEMENT QUESTIONNAIRE.....  | 46        |
| D.3 ATTACHMENT 3 – WAGE DETERMINATION .....  | 49        |
| D.4 ATTACHMENT 4 - ADDITIONAL ATTACHMENTS (B THROUGH L) SUPPORTING STATEMENT OF<br>WORK.....   | 69        |
| <b>SECTION E - SOLICITATION PROVISIONS</b> .....   | <b>60</b> |
| E-1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012).....  | 120       |
| E.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012) .....   | 121       |
| E.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) .....   | 127       |
| E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012) .....   | 129       |

|  |     |
|--|-----|
| E. 5 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999) .....  | 130 |
| E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012) .....   | 131 |
| E.7 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012) .....   | 147 |
| E.8 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES<br>RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION (Dec 2012) ..... | 147 |
| E.9 52.216-1 TYPE OF CONTRACT (APR 1984).....  | 148 |
| E.10 52.233-2 SERVICE OF PROTEST (SEP 2006) .....  | 148 |
| E.11 52.237-1 SITE VISIT (APR 1984) .....  | 149 |
| E.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) .....   | 149 |
| E.13 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998).....   | 150 |

NOTE: If interested parties need any additional questions or require additional clarification, please send in writing to [Susanne.Breeden@va.gov](mailto:Susanne.Breeden@va.gov) by no later than 1:00 P.M. Eastern Standard Time (EST) on 21 February 2013. The Government will NOT address or consider any questions or clarification requests after this date/time. IT IS IMPERATIVE THAT ALL OFFEROR'S READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS SOLICITATION AND ANY/ALL AMENDMENTS ISSUED AGAINST THIS SOLICITATION.

**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: Susanne Breeden, Contract Specialist  
Department of Veterans Affairs  
NCA Contracting Service  
75 Barrett Heights Rd. Suite 309  
Stafford 22556

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: Monthly

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

Department of Veterans Affairs  
Financial Services Center  
FMS - 786  
P.O. Box 149971  
Austin TX 78714-9971 or Fax (512) 460-5540

ACKNOWLEDGMENT OF AMENDMENTS: The Offeror acknowledges any/all receipt of amendments to the Solicitation numbered and dated as follows:

| AMENDMENT NO | DATE |
|--------------|------|
|--------------|------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Contract Administration Data

Type & Term of Contract: The Government intends to enter into a single commercial “Firm-Fixed-Price” type of contract. The contract will include a base year. Base period will commence on or about 22 March 2013 through 21 March 2014; a twelve (12) month period.

Site Visit: Offeror’s 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 price of contract performance. In no event shall failure to inspect one or all sites constitute grounds for a claim after contract award. If you plan to conduct a site visit/inspection of Seven Pines National Cemetery, YOU MUST CONTACT one of the following personnel to make arrangements:

Janice Hill, Cemetery Director..... (757) 723-7104

James Jacobs, Cemetery Caretaker..... (804) 795-2031

Natividad Bibbs, Program Assistant.....(804) 795-2031

(See Attachment 1 - Map of Seven Pines National Cemetery). To insure accuracy of bids, it is the Contractors responsibility to verify the acreage estimate by onsite inspection and measurement. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Visits to the site by Bidders may be made only by appointment with the Contracting Officers Technical Representative (COTR) or authorized designee of the Seven Pines National Cemetery

TECHNICAL ASSISTANCE: To be provided at time of contract award.

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

## B.2 SUPPLIES OR SERVICES & PRICES/COSTS

The Contractor shall furnish all materials, equipment, supplies, parts, labor and supervision necessary to (i) furnish/ install concrete marker grid support system, (ii) remove concrete collars if needed, raise, lower, realign, reset and backfill standard upright marble headstones and 6" x 6" unknown markers onto new marker grid support system, (iii) clean upright headstones and unknown markers and (iv) renovate turf at the Seven Pines National Cemetery, Sandston, VA.

VERIFICATION OF ACREAGE & MARKER COUNT: To insure accuracy of bids, it is the Contractor's responsibility to verify the quantities indicated in the Schedule by onsite inspection and measurement. Any discrepancies in the estimated quantity of headstones or square footage indicated in the Schedule shall be addressed and resolved prior to contract award.

ALL INCLUSIVE PRICING: Unit prices indicated in the Price Schedule are "**All-Inclusive**". It is agreed and understood that each unit price includes all elements (materials, equipment, supplies, parts, labor and supervision) necessary and incident to completion of the work involved as set-forth herein.

Water & Irrigation Requirements: It is estimated that by completion of the project, there will be a total of 87,120 square feet of new turf established with sod by the Contractor. The Contractor shall be required to begin providing water to the sod during installation and to continue to apply water for a period of sixty (60) days to insure that the sod has adequately rooted into the soil to become established. For instance, if section A has sod installed on April 10<sup>th</sup> then the Contractor is responsible to supply enough water to the sod for a period of 60 days or until June 10<sup>th</sup> to keep the sod healthy and growing vigorously.

Acceptability: A re-established turf area is "acceptable" when (i) the Contractor's clearly evidences compliance, without exception, in meeting contract requirements set forth in Attachment – K (Surface Renovation & Turf Grass Re-Establishment), and (ii) 100% turf grass coverage is established to the complete satisfaction of the COTR and MSN Regional Agronomist.

Acceptance of Re-established Turf Area(s): Acceptance is defined as the point in time which the Government takes back control & physical possession of the re-established turf area(s). The Government has the right either to reject or to require correction when the re-established turf area is not in conformity with contract requirements. Acceptance (in part or whole) shall be in writing.

| ITEM NO.                           | DESCRIPTION   | QTY    | UNIT | UNIT PRICE | TOTAL PRICE       |
|------------------------------------|---|--------|------|------------|-------------------|
| 0001                               | <b>Seven Pines National Cemetery –</b><br>Raise, Lower, Realign, Reset & Backfill standard Upright Marble Headstones onto concrete Marker Grid Support System. Sections: A, B, C, D & E | 545    | EA   | \$ _____   | \$ _____<br>-     |
| 0002                               | <b>Seven Pines National Cemetery –</b><br>Raise, Lower, Realign, Reset & Backfill 6”x 6” Unknown Markers onto concrete Marker Grid Support System. Sections: A, B, C, D & E             | 603    | EA   | \$ _____   | \$ _____<br>-     |
| 0003                               | <b>Seven Pines National Cemetery -</b><br>Clean Standard Upright Marble Headstones. Sections: A, B, C, D & E  | 545    | EA   | \$ _____   | \$ _____<br>-     |
| 0004                               | <b>Seven Pines National Cemetery –</b><br>Clean 6”x 6” Unknown Markers Sections: A, B, C, D & E   | 603    | EA   | \$ _____   | \$ _____<br>-     |
| 0005                               | <b>Seven Pines National Cemetery -</b><br>Renovate & Replace Existing Cemetery Turf With New Sod. Sections: A, B, C, D & E and area around lodge  | 87,120 | SF   | \$ _____   | \$ _____<br>-     |
| <b>GRAND TOTAL ESTIMATED COST:</b> |   |        |      |            | \$ _____<br>_____ |

(End of Price Schedule)



### B.3 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

#### 1.1 BACKGROUND/NCA MISSION

The National Cemetery Administration honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation. National cemeteries are national shrines. The standards of maintenance, appearance and operational procedures performed by the Contractor at this cemetery shall reflect this nation's concern for those interned there. For this reason, the Contractor's strict adherence to the specifications shall be required and shall be essential. The Contractor shall demonstrate a clear understanding of, and the sensitivity to, environmental issues during the performance of the contract.

#### 1.2 SCOPE

- (a) The Contractor shall furnish all materials, equipment, supplies, parts, labor and supervision necessary to:
  - (i) Furnish/install concrete Marker Grid Support System
  - (ii) Raise, Lower, Realign, Reset and Backfill standard Upright Marble Headstones onto new Marker Grid Support System
  - (iii) Raise, Lower, Realign, Reset and Backfill 6" x 6" Unknown Markers onto new Marker Grid Support System
  - (iv) Clean upright headstones & unknown markers
  - (v) Renovate Turf

#### 1.3 DESIGNATED CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) VA Points Of Contact: To Be Provided at Time of Award.
- (b) If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the VA Police Office in the absence of the COTR or his designee. The VA Police will then contact the COTR or take appropriate action.

**1.4 CEMETERY LOCATION:** All work will be performed at one (1) location: SEVEN PINES NATIONAL CEMETERY, Sandston, VA.

1.5 BURIAL SECTION DATA

| Burial Section                   | Total Number of Headstones / Unknown Markers        |
|----------------------------------|---|
| A                                | 130 Upright Headstones / 139 Unknown Markers        |
| B                                | 111 Upright Headstones / 158 Unknown Markers        |
| C                                | 83 Upright Headstones / 170 Unknown Markers         |
| D                                | 102 Upright Headstones / 136 Unknown Markers        |
| E                                | 119 Upright Headstones                              |
| <b>Total Headstones/Markers:</b> | <b>545 Upright Headstones / 603 Unknown Markers</b> |

1.6 SUMMARY OF WORK (Section 01010 General Requirements)

(a) The Contractor shall provide all personnel, management, supplies, transportation, equipment and supervision necessary to perform and complete all work to construct a Marker Grid Support System that includes, but not limited to: clearing and grubbing vegetation, excavation and backfill, marker identification tagging, existing concrete demolition and disposal, marker removal, concrete foundation, concrete pre-cast marker support block, marker re-installation with leveling sand, marker cleaning, turf and restoration work.

(b) One of the most important considerations in erecting or emplacing a headstone or marker is that of precision in alignment. Much of the beauty that exists or should exist in a national cemetery is the direct result of perfectly aligned headstones and markers. It only takes one headstone or marker out of alignment to spoil the appearance of an entire row, and thereby, the appearance of the entire section. The appearance of the finished work shall be gravesite section(s) that shall be contoured grass landscape, with headstones set in a concrete footing system and the headstones aligned with each other in the vertical, horizontal, lateral and diagonal directions within the tolerances specified herein. It shall be critical that existing conditions are surveyed and contours adjusted as necessary and approved by the COTR to produce such an appearance. Failure to achieve this finished work will be basis for accepting or not accepting the finished work.

(c) All work to complete a single gravesite and the immediate surrounding turf in accordance with the drawings and specifications. Immediate surrounding turf is that turf that begins at the gravesite and runs up to the adjoining gravesites, section boundaries, fences, curbs, sidewalks, garden or tree lines and as further defined on the drawings. Awards will be made based on entire "Row or "Rows"" of

gravesites. A single "Row" of gravesites is defined as an array of continuous gravesites that begins and ends at the limits of a single section. The number of actual gravesites in each row may and does vary.

## 1.7 CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS

- (a) The Contractor shall obtain all necessary licenses and/or permits required to perform this work and shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor shall be responsible for any injury to themselves or their employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by themselves or their employees' fault or negligence.
- (b) Any negligence on the part 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.
- (c) The Contractor shall maintain workmen's compensation, personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the State of Virginia. Evidence of coverage shall be required before commencing work under this contract (copy of Certificate of Insurance), and it will not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

## 1.8 CONTRACTOR DUTIES

- (a) Contractor Superintendent: A competent and experienced Contractor Superintendent shall be provided by the Contractor for not less than two (2) hours a day whenever work is being performed - other than trash and debris pick-up. In the absence of the Superintendent, the Contractor shall appoint a crew foreman or an employee who shall be responsible to insure that the work shall be accomplished in an expeditious manner, shall be performed IAW the contract specifications and that the work shall progress without undue delay. The Contractor Superintendent shall have not less than three (3) years of experience as a direct supervisor of a commercial service operation that included surveying, soil excavation, and site construction in industrial, commercial or public sites. The Contractor Superintendent shall ensure all specifications shall be met, and ensure that contract work does not conflict with ceremonies and funerals; and ensure that employees shall be adequately supervised and proper conduct is maintained.

(b) Work Hours: Work shall be performed between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except for Holidays, unless otherwise directed by the COTR. At the Contractor's request and with the written permission of the COTR, work shall also be permitted to be scheduled for weekends and/or Holidays. When emergency situations, that are caused by the Contractor or severe adverse weather prohibits work during the week, then he/she shall obtain approval from the COTR to work on weekends in order to meet the period of performance. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified project duration time frame. No work shall be permitted on Veterans and Memorial Days and the two days immediately prior to Memorial Day for preparation. Notwithstanding, if any work under this contract shall be performed outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday), then Contractor shall notify the COTR at least 48 hours in advance.

(c) Federal Holidays: Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees. Please note that most Federal employees work on a Monday through Friday schedule. For these employees, when a holiday falls on a non-workday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday). The following is a list of all Federal holidays:

- |                                      |                         |
|--------------------------------------|-------------------------|
| <b>New Year's Day</b>                | <b>Labor Day</b>        |
| <b>Martin Luther King's Birthday</b> | <b>Columbus Day</b>     |
| <b>President's Day</b>               | <b>Veterans Day</b>     |
| <b>Memorial Day</b>                  | <b>Thanksgiving Day</b> |
| <b>Fourth of July</b>                | <b>Christmas Day</b>    |

(d) After Normal Hours On-Call/Emergency Situations: The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COTR(s). The point-of-contact shall be available on a 24-hour basis including during weekends, Federal Holidays and after normal hours of operation. The Contractor shall provide phone, pager and cell phone numbers for emergency and/or after hours situations. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.

- (e) The Contractor shall be required to report on a daily basis to the Cemetery Director or COTR at the main office of the Ft. Harrison National Cemetery. The Contractor shall log in and obtain funeral and/or special schedules as defined herein. The Contractor shall provide an anticipated work schedule on a daily basis or as agreed upon with the Cemetery Director or COTR, and to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. The Contractor shall document services performed and provide information to the COTR as required during specific time frames. These daily meetings shall also be an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which shall vary, depending on the event. The site manager can thus assign tasks accordingly throughout the rest of the Cemetery - so that productive use of labor and equipment shall be assured, and downtime shall be avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COTR(s) will then assist in doing so. Daily meetings will be at an agreed upon time between the COTR and the Contractor.
- (f) A list of scheduled ceremonies will be provided the week prior to the event, and a list of scheduled funerals will be provided daily. The Contractor shall be solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor shall be solely responsible for staying abreast of all such upcoming events and when in doubt, he/she shall ask the COTR(s). The Contractor shall meet with the COTR or authorized designee, at the end of each day to determine work completed and ensure that work shall be on schedule.
- (g) The Contractor's performance and progress on this contract shall be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes the weekly work schedules needed to systematically accomplish the contract work over the duration of the project. In instances where the COTR determines that the work shall be behind schedule, he/she shall notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.
- (h) Where work conflicts with existing utility/service lines (above ground/below ground), the corresponding utilities company and the COTR will be notified and the Contractor shall obtain any necessary permits/blue prints and cooperate with the utilities company/cemetery staff to avoid any damage or liability, and provide a safe work environment for his/her employees. The Contractor shall be responsible for damages to utilities, above and below ground.
- (i) The Contractor shall be responsible to ensure that all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental

issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

- (j) Damage to Government property: The Contractor shall be responsible for repair or replacement of any Contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc, which are chipped, marred, damaged and/or ruined at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed COTR prior to repair/replacement/installation.
  
- (k) The Contractor shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures headstones, and monuments at the end of each workday. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals shall be used at any time on Government property. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COTR prior to washing/cleaning.
  
- (l) At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall be permitted to place his/her trash receptacle dumpsters in the COTR approved "Contractor Staging Area".
  
- (m) Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area. All open and unattended holes in the ground shall be covered with plywood and/or barricaded for pedestrian safety.
  
- (n) The Government will undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it will be provided by the COTR(s). The Contractor shall be responsible for reporting to the COTR(s) any problems or questions that shall arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather shall leave it to the COTR(s) to resolve the issue.

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

**1.9 WORK ENVIRONMENT:**

- (a) All work under this contract shall be performed primarily out doors and personnel performing these services shall be exposed to wind, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Weather shall not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it shall be necessary to work throughout all weather conditions (unless highly extreme, causing equipment rutting and/or hazards, and dangerous to employees or public) and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government.
- (b) Due to the sensitive mission of the cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel shall exercise and exhibit absolute decorum, composure and stability at all times and refer such individuals to Cemetery Staff.

**1.10 CONTRACTOR-FURNISHED ITEMS:**

- (a) The Contractor shall be responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract.
- (b) Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract.
- (c) Contractor Staging Areas: As space within the Seven Pines National Cemetery is very limited, there will be limited capacity for a Contractor staging area. Most likely this area will need to be located behind the lodge and will need to be determined in conjunction with the COTR. Contractor shall base operations out of these staging areas, using it for materials, equipment storage, administration, employee toilets, trash dumpster area, employee lunch/break area, etc.

(d) The Contractor shall be responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.

(e) ELECTRICITY: In case the Contractor requires electricity while in performance of this contract, the Contractor shall provide and utilize portable generators as necessary to complete the work.

(f) WATER: There is a water source available at the cemetery via a connection in the garage/utility building. The Contractor may use this connection to obtain water during the project. However, this water shall not be free to the Contractor and shall require metering/monitoring of the water used and the Contractor shall need to pay for all water costs incurred during the course of the project. If for any reason not enough water will be able to be utilized from this connection or the connection is not viable due to low water pressure or damage, the Contractor shall be responsible to supply a sufficient means to water the turf using a water tank or truck. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained or dispersed.

(g) The Contractor shall monitor and record rainfall occurring at this site during the contract period. In the event of a State or Local Government mandate of a drought restriction, the Contractor will follow all guidelines concerning watering restrictions of turf and newly sodden areas. If the Contractor does not follow the guidelines, he/she assumes the responsibility of paying any State or Local imposed fines.

(h) The Contractor shall provide his/her own REFUSE FACILITIES, and these shall only be located in the COTR approved "Staging Area". The Contractor shall not be authorized to place dumpsters or refuse facilities in any other location at the cemetery other than the approved staging area. The contractor shall be required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COTR(S). The Government will not provide receptacles for disposal of debris as a result of the services provided under this contract. In case of Hazardous Materials contractor shall be required to obtain required disposal permits from the State regulatory agency.

(i) The Contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COTR approved Contractor Staging Area only. It shall not be permissible to locate portable toilet facilities in any other locations throughout the cemetery. The use of the permanent cemetery toilet facilities by workmen shall be strictly prohibited throughout the duration of this contract.

(j) IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS: The Contractor's employees shall wear visible identification at all times while on the premises of the Cemetery. It shall be the responsibility of the Contractor to park in the appropriate designated parking areas. The Cemetery will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking shall be prohibited inside any buildings at the Cemetery. Possession of weapons shall be prohibited. Enclosed



containers, including tool kits, shall be subject to search. Violations of VA regulations will result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

(k) ORIENTATION FOR CONTRACTOR EMPLOYEES:

1. The Contractor shall be responsible to ensure that Contractor employees coming to the work site shall receive complete information on each of these subjects;
  - Fire and Safety,
  - Project Work Schedule,
  - Rules Pertaining To Workers,
  - General Parameter Job Related Issues,
  - Disaster procedures, and
  - All technical requirements of the project.
  
2. The Contractor shall be responsible to ensure Contractor employees providing work on this contract shall be fully trained and completely competent to perform the required work.

**1.11 CONTRACTOR CONDUCT:**

The Contractor:

- (a) Shall be required to adhere to the following standards of dress, conduct, supervision and training while performing work on Government property. It will be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. Contractor management shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices.
  
- (b) Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, shall be prohibited. Uniforms shall be acceptable. The Contractor shall maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. If uniforms are used, they shall be in unison among all employees. The Cemetery Director and the COTR will be able to provide specific guidance.
  
- (c) Shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices shall be prohibited. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise

and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind shall be strictly prohibited.

- (d) Consume food and beverage only within areas designated by the COTR(s). Intoxication, and violence or criminal acts of any kind shall not be tolerated - and will be cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs shall be strictly prohibited, and use of tobacco products shall only be allowed in specific areas designated by the COTR.
- (e) Shall only take breaks/rest periods and lunch breaks at the Contractor Staging Area, not in the field. Workers shall utilize contractor provided temporary chemical toilet facilities located only in the Contractor Staging Area. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
- (f) Shall park only in the COTR approved Contractor Staging Area identified for this project. Workers shall not be allowed to park throughout the cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

**1.12 LABOR FORCE AND EQUIPMENT:**

The Contractor:

- (a) Shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Shall be responsible to provide at no additional costs, labor and equipment as necessary to meet deadlines.
- (b) Shall use any additional resources necessary to meet or return to specified work requirements after special events and/or services.
- (c) Shall determine the number of employees and the amount and kinds of equipment needed during the period of performance.

**1.13 SAFETY:**

- (a) Matters related to safety, and any actions of the Contractor, shall meet all safety requirements of Ft. Harrison National Cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State. It shall be incumbent upon the Contractor to be familiar with these requirements.

- (b) "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Seven Pines National Cemetery.

**1.14 THE GOVERNMENTS RESPONSIBILITIES:**

- (a) Upon award of the contract, the Government will inform the Contractor prior to commencing the work, of any known damages to the cemetery grounds, headstones/markers or any other areas that the Contractor shall be unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the cemetery grounds by the Contractor and COTR will be scheduled to occur.
- (b) The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones.

**1.15 PHASING AND WORK SEQUENCING:**

- (a) Phasing and Work Sequencing: All work shall be accomplished in a sequential manner, with work limited to no more than two (2) burial repair zones at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent burial section areas until such time that all work, including turf renovation, has been completed in the current burial section areas.
- (b) The Contractor shall submit a proposed "Project Work Schedule Sequence" to the COTR for review and approval prior to start of the project.

**1.16 HISTORIC PRESERVATION:**

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

**1.17 SPECIAL CONTRACT REQUIREMENTS:**

- (a) FIRE SAFETY: Applicable Publications: Publications listed below form part of this Article to the extent referenced. Publications are referenced in text by basic designations only.

- (i) American Society for Testing and Materials (ASTM)
  - (ii) National Fire Protection Association (NFPA)
  - (iii) 10-1998 Standard for Portable Fire Extinguishers
  - (iv) 70-1999 National Electrical Code
- (b) Occupational Safety and Health Administration (OSHA)
- (i) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
  - (ii) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1910. Prior to start of work, prepare a plan detailing service-specific fire safety measures, including periodic status reports and submit to COTR for review.
  - (iii) Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
  - (iv) Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet). Locate only in staging area where approved by COTR.
  - (v) Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1910, NFPA 241 and NFPA 70. If temporary electrical shall be required, the contractor shall notify the COTR prior to use of Temporary Electrical Services.
  - (vi) Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads.
  - (vii) Fire Extinguishers: Provide and maintain extinguishers in service areas and temporary storage areas in accordance with 29 CFR 1926, 29 CFR 1910, NFPA 241 and NFPA 10.
  - (viii) Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1910, NFPA 241 and NFPA 30.
  - (ix) Smoking: Smoking shall be prohibited except in designated smoking areas.

**1.18 OPERATIONS AND STORAGE AREAS:**

- (a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COTR or Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. It shall be understood that the VA will not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which shall result from vandalism, theft etc. while on site.
- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities shall be erected by the Contractor only with the approval of the COTR and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

- (c) The Contractor shall, under regulations prescribed by the Contracting Officer or COTR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COTR or Contracting Officer. Vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it shall be necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- (d) Working space and space available for storing materials will be where approved by COTR in the Contractor's "Staging Area".
- (e) Contractor personnel shall be subject to the rules of the Cemetery applicable to their conduct.
- (f) Execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of service materials, debris, standing service equipment and vehicles at all times.
- (g) Do not store materials and equipment in other than assigned areas.
- (h) Utilities Services:
  - (i) No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems shall be interrupted without prior approval of COTR.
  - (ii) The Contractor shall not interrupt irrigation to areas not "currently" being renovated. If necessary, the Contractor shall cap off, run by-pass lines or manually irrigate as necessary, as to not affect areas not currently being renovated.
  - (iii) Contractor shall submit a request to interrupt any such services to COTR, in writing, a minimum of 48 hours in advance of proposed interruption. Request shall include the reason, date, exact time of, and approximate duration of such interruption.
  - (iv) Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption shall cause least inconvenience to operations of Cemetery. Interruption time approved by COTR shall be that time which occurs at other than Contractor's normal working hours.

- (i) To minimize interference of service activities with flow of Cemetery traffic, comply with the following:
  - (i) Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris and standing service equipment and vehicles. At least one lane shall be open to traffic at all times.
  - (ii) Coordination of work with COTR or authorized designee: The burial activities at a National Cemetery will take precedence over service activities. The Contractor shall cooperate and coordinate with the COTR or authorized designee, in arranging schedule to cause the least possible interference with cemetery activities in actual burial areas.
  - (iii) Work noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period.

**1.19 INSPECTIONS AND SURVEYS:**

- (a) PROFESSIONAL SURVEYING SERVICES - A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall be used for layout control of work and to restore any grave section corner monuments that may be disturbed as a result of the Contractors performance of the contract work.
- (b) Survey: Before any work shall be started, the Contractor shall make a thorough videotape survey with the COTR of areas in which contract work occurs and areas of anticipated routes of access, etc., and provide a copy to the COTR. This videotape shall include:
- (c) Existing conditions at site. Use a video camera to survey and document existing conditions prior to start of work. Contractor shall provide the video camera and tapes for this purpose. The Contractor shall turnover one copy of the completed survey videotape to COTR prior to starting work.
- (d) Re-Survey: At the final inspection and acceptance the Contractor and COTR together will make a thorough re-survey of the areas where contract work occurred. Re-survey report shall list any damages caused by Contractor's workmen in executing work of this contract.

**1.20 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:**

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which shall not be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the COTR, and shall avoid damaging vegetation that shall remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.
- (b) The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which shall be made known to or are known by the Contractor. The Contractor shall immediately notify the COTR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer will have the necessary work performed and charge the cost to the Contractor.
- (c) Refer to Articles, "Inspections and Surveys", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.

**1.21 RESTORATION:**

- (a) Contractor shall remove, cut, alter, reinstall, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, do not disturb any water, steam, gas, or electric services without prior approval of the COTR or Contracting Officer. Existing work to be completed and that is found to be defective in any way, shall be reported to the COTR before it shall be disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original service, except as otherwise shown or specified.
- (b) Upon completion of contract, deliver work complete and undamaged. Existing cemetery features (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.
- (c) At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen/subcontractors to existing cemetery infrastructure.

- (d) The Contractor shall be responsible for replacement of any headstones or marker, which is chipped, marred, or damaged at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the attention of the COTR prior to replacement or reinstallation.

**1.22 LAYOUT OF WORK:**

- (a) The Contractor shall lay out the work and shall be responsible for all measurements in connection with the layout. Where burial section grid monumentation exists, it shall be utilized for all headstone row layout work, and contractor shall coordinate all associated field layout dimensions with COTR prior to start of work.
- (b) The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades needed to accomplish the work and to ensure that grave markers shall be correctly and accurately located on their associated gravesites.
- (c) The Contractor shall also be responsible for maintaining and preserving all temporary and permanent stakes and other marks until authorized by the COTR to remove them. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal will be authorized, the Contracting Officer will replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

**1.23 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

- (a) The COTR responsibilities will include, but not be limited to surveillance of services required under this contract; determining the adequacy of Contractor performance according to the specifications of this contract; acting as the Government's representative; ensuring compliance with contract requirements insofar as the work will be concerned; and advising the Contracting Officer of any contract issues.
- (b) The COTR cannot authorize deviations from the specifications and requirements of this contract. In the event the Contractor deviates without approval from the Contracting Officer, such deviation shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.



- (c) The COTR designated for this proposed contract will be appointed in writing by the Contracting Officer.

**1.24 DISPOSAL OF HAZARDOUS WASTE:**

The Contractor shall not dispose of any hazardous materials at any location on the cemetery premises except as specified and/or authorized by the COTR.

**1.25 METRIC CONVERSIONS:**

(a) Any measurements stated in this specification or in any documents associated with the proposed contract as normally used inch-pound units can be converted to metric units providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376.

(b) Any measurements only given in inch-pound units are not meant to be restrictive. If the General Requirements require replacement of parts to be included as part of the contract and a product (part) is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request shall be made to the Contracting Officer to determine if the product will be acceptable.

**1.26 GENDER:**

For the purpose of equal rights, wherever the masculine gender will be used in this solicitation, and the resulting contract, it will be considered to include both masculine and feminine gender.

(End of Statement of Work)

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

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

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

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

(End of Clause)

| <b><u>FAR</u></b><br><b><u>Number</u></b> | <b><u>Title</u></b>  | <b><u>Date</u></b> |
|---|--|--------------------|
| 52.203-3                                  | GRATUITIES   | APR 1984           |
| 52.204-4                                  | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | MAY 2011           |
| 52.204-9                                  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR<br>PERSONNEL                                | JAN 2011           |
| 52.223-2                                  | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS<br>UNDER SERVICE AND CONSTRUCTION CONTRACTS | JUL 2012           |
| 52.232-17                                 | INTEREST   | OCT 2010           |
| 52.232-18                                 | AVAILABILITY OF FUNDS  | APR 1984           |
| 52.237-2                                  | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT,<br>AND VEGETATION                         | APR 1984           |
| 52.237-3                                  | CONTINUITY OF SERVICES   | JAN 1991           |
| 52.242-13                                 | BANKRUPTCY   | JUL 1995           |
| 52.242-15                                 | STOP-WORK ORDER  | AUG 1989           |
| 852.203-71                                | DISPLAY OF VA HOTLINE POSTER   | DEC 1992           |



**C. 3 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.4 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.5 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.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 27 March 2013. 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 27 March 2013, 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.7 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.8 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.9 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.10 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 New York. 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.11 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 Clause)

**C.12 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Clause)

(End of Addendum to 52.212-4)

**C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Jan 2013)**

(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 |
|----------------|-------------------------------|
|----------------|-------------------------------|

|   |                                     |
|---|-------------------------------------|
| Laborer, Grounds Maintenance, Wage Grade 5, Step 2, | \$20.23 (including fringe benefits) |
|---|-------------------------------------|

|  |                                     |
|--|-------------------------------------|
| Supervisor, Grounds Maintenance, Wage Grade 7, Step 3, | \$22.05 (including 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.

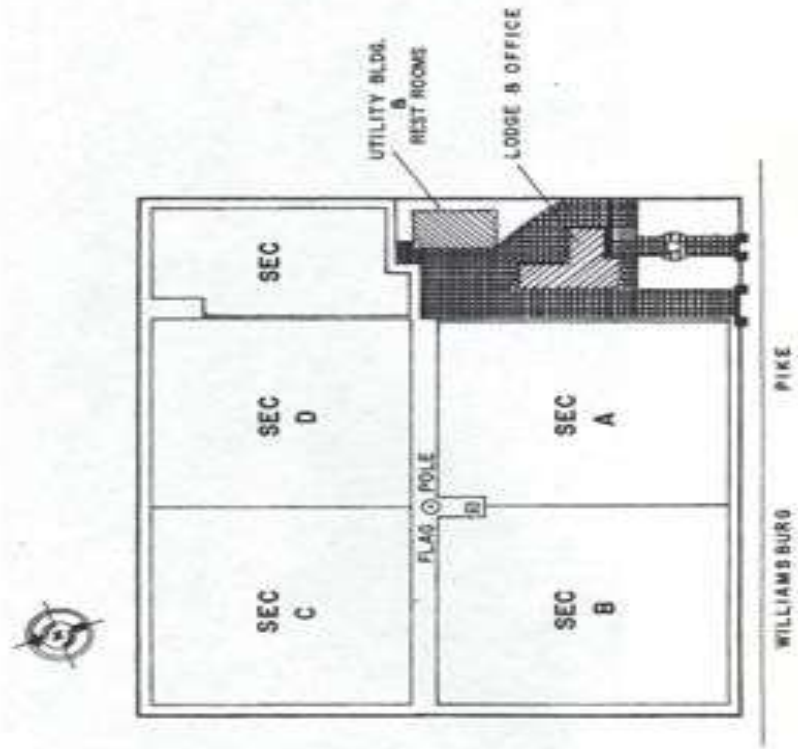
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT 1 – MAP OF SEVEN PINES NATIONAL CEMETERY

MAP OF THE  
**SEVEN PINES NATIONAL CEMETERY**  
SANDSTON, VA.  
OCT. 1969



D.2 ATTACHMENT 2 – BUSINESS MANAGEMENT QUESTIONNAIRE

**BUSINESS MANAGEMENT QUESTIONNAIRE**

**INSTRUCTIONS:** Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. Offerors must list at least three (3) within the past three years for evaluation. (**One** contract reference per form. Form may be duplicated)

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

Contract Number: \_\_\_\_\_

Contractor: Your firm or your Prime (Name, Address, Zip Code & Telephone# & Email address):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of Contract: Service/Product/Manufacturer \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date of Award: \_\_\_\_\_ Length of contract (days/months/yrs) \_\_\_\_\_

If contract not completed, provide status: For ex- in option year, delay do to...

Type/Extent of Subcontracting and name of sub if any:

Percentage of Work and task list completed by your company:

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

Complexity of Product/Service: Compare to the work for which you are writing this proposal

Name Address, Telephone Number& E-mail of the Contract Administrator & their position AND name of on site contact person:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_



**D.3 ATTACHMENT 3 – WAGE DETERMINATION**

WD 05-2545 (Rev.-16) was first posted on www.wdol.gov on 06/19/2012

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

|                    |                     |  |                                   |
|--------------------|---------------------|--|-----------------------------------|
| Diane C. Koplewski | Division of         |  | Wage Determination No.: 2005-2545 |
| Director           | Wage Determinations |  | Revision No.: 16                  |
|                    |                     |  | Date Of Revision: 06/13/2012      |

State: Virginia

Area: Virginia Counties of Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City, Charlotte, Charlottesville, Chesterfield, Colonial Hghts, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greensville, Hanover, Henrico, Hopewell, King William, King and Queen, Lancaster, Louisa, Lunenburg, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Orange, Petersburg, Powhatan, Prince Edward, Prince George, Richmond, Sussex, Westmoreland

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

| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01011 - Accounting Clerk I                              |          | 14.48 |
| 01012 - Accounting Clerk II                             |          | 16.47 |
| 01013 - Accounting Clerk III                            |          | 18.43 |
| 01020 - Administrative Assistant                        |          | 21.41 |
| 01040 - Court Reporter                                  |          | 20.21 |
| 01051 - Data Entry Operator I                           |          | 12.11 |
| 01052 - Data Entry Operator II                          |          | 13.55 |
| 01060 - Dispatcher, Motor Vehicle                       |          | 18.37 |
| 01070 - Document Preparation Clerk                      |          | 13.44 |
| 01090 - Duplicating Machine Operator                    |          | 13.44 |
| 01111 - General Clerk I                                 |          | 12.06 |
| 01112 - General Clerk II                                |          | 13.27 |
| 01113 - General Clerk III                               |          | 17.46 |
| 01120 - Housing Referral Assistant                      |          | 19.65 |
| 01141 - Messenger Courier                               |          | 12.83 |
| 01191 - Order Clerk I                                   |          | 15.00 |
| 01192 - Order Clerk II                                  |          | 16.38 |
| 01261 - Personnel Assistant (Employment) I              |          | 15.94 |
| 01262 - Personnel Assistant (Employment) II             |          | 18.37 |
| 01263 - Personnel Assistant (Employment) III            |          | 21.22 |
| 01270 - Production Control Clerk                        |          | 21.22 |
| 01280 - Receptionist                                    |          | 15.28 |
| 01290 - Rental Clerk                                    |          | 15.94 |
| 01300 - Scheduler, Maintenance                          |          | 15.76 |
| 01311 - Secretary I                                     |          | 15.76 |
| 01312 - Secretary II                                    |          | 17.63 |
| 01313 - Secretary III                                   |          | 19.65 |
| 01320 - Service Order Dispatcher                        |          | 16.34 |
| 01410 - Supply Technician                               |          | 21.41 |
| 01420 - Survey Worker                                   |          | 18.37 |
| 01531 - Travel Clerk I                                  |          | 12.84 |

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| 01532 - Travel Clerk II                              | 13.64 |
| 01533 - Travel Clerk III                             | 14.52 |
| 01611 - Word Processor I                             | 13.44 |
| 01612 - Word Processor II                            | 15.94 |
| 01613 - Word Processor III                           | 18.37 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 22.01 |
| 05010 - Automotive Electrician                       | 20.97 |
| 05040 - Automotive Glass Installer                   | 19.97 |
| 05070 - Automotive Worker                            | 19.97 |
| 05110 - Mobile Equipment Servicer                    | 17.96 |
| 05130 - Motor Equipment Metal Mechanic               | 21.96 |
| 05160 - Motor Equipment Metal Worker                 | 19.97 |
| 05190 - Motor Vehicle Mechanic                       | 22.89 |
| 05220 - Motor Vehicle Mechanic Helper                | 16.96 |
| 05250 - Motor Vehicle Upholstery Worker              | 18.96 |
| 05280 - Motor Vehicle Wrecker                        | 19.97 |
| 05310 - Painter, Automotive                          | 20.97 |
| 05340 - Radiator Repair Specialist                   | 19.97 |
| 05370 - Tire Repairer                                | 13.64 |
| 05400 - Transmission Repair Specialist               | 21.96 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 11.80 |
| 07041 - Cook I                                       | 9.94  |
| 07042 - Cook II                                      | 11.11 |
| 07070 - Dishwasher                                   | 8.68  |
| 07130 - Food Service Worker                          | 9.72  |
| 07210 - Meat Cutter                                  | 15.54 |
| 07260 - Waiter/Waitress                              | 9.06  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 19.83 |
| 09040 - Furniture Handler                            | 13.92 |
| 09080 - Furniture Refinisher                         | 19.83 |
| 09090 - Furniture Refinisher Helper                  | 16.21 |
| 09110 - Furniture Repairer, Minor                    | 17.87 |
| 09130 - Upholsterer                                  | 19.83 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 10.42 |
| 11060 - Elevator Operator                            | 10.42 |
| 11090 - Gardener                                     | 13.71 |
| 11122 - Housekeeping Aide                            | 10.45 |
| 11150 - Janitor                                      | 11.73 |
| 11210 - Laborer, Grounds Maintenance                 | 11.31 |
| 11240 - Maid or Houseman                             | 9.37  |
| 11260 - Pruner                                       | 9.79  |
| 11270 - Tractor Operator                             | 12.92 |
| 11330 - Trail Maintenance Worker                     | 11.31 |
| 11360 - Window Cleaner                               | 12.61 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 17.35 |
| 12011 - Breath Alcohol Technician                    | 18.55 |
| 12012 - Certified Occupational Therapist Assistant   | 25.05 |
| 12015 - Certified Physical Therapist Assistant       | 20.08 |
| 12020 - Dental Assistant                             | 15.73 |
| 12025 - Dental Hygienist                             | 37.02 |
| 12030 - EKG Technician                               | 22.01 |
| 12035 - Electroneurodiagnostic Technologist          | 22.01 |
| 12040 - Emergency Medical Technician                 | 17.35 |
| 12071 - Licensed Practical Nurse I                   | 18.85 |
| 12072 - Licensed Practical Nurse II                  | 21.09 |

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|--|---------------|
| 12073 - Licensed Practical Nurse III                         | 23.50         |
| 12100 - Medical Assistant                                    | 14.00         |
| 12130 - Medical Laboratory Technician                        | 17.06         |
| 12160 - Medical Record Clerk                                 | 14.26         |
| 12190 - Medical Record Technician                            | 15.95         |
| 12195 - Medical Transcriptionist                             | 14.13         |
| 12210 - Nuclear Medicine Technologist                        | 30.44         |
| 12221 - Nursing Assistant I                                  | 9.86          |
| 12222 - Nursing Assistant II                                 | 11.02         |
| 12223 - Nursing Assistant III                                | 12.09         |
| 12224 - Nursing Assistant IV                                 | 13.58         |
| 12235 - Optical Dispenser                                    | 19.85         |
| 12236 - Optical Technician                                   | 15.18         |
| 12250 - Pharmacy Technician                                  | 13.59         |
| 12280 - Phlebotomist   | 13.57         |
| 12305 - Radiologic Technologist                              | 24.97         |
| 12311 - Registered Nurse I                                   | 23.80         |
| 12312 - Registered Nurse II                                  | 29.10         |
| 12313 - Registered Nurse II, Specialist                      | 29.10         |
| 12314 - Registered Nurse III                                 | 35.20         |
| 12315 - Registered Nurse III, Anesthetist                    | 35.21         |
| 12316 - Registered Nurse IV                                  | 42.20         |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 24.00         |
| 13000 - Information And Arts Occupations                     |               |
| 13011 - Exhibits Specialist I                                | 19.59         |
| 13012 - Exhibits Specialist II                               | 24.26         |
| 13013 - Exhibits Specialist III                              | 29.67         |
| 13041 - Illustrator I  | 20.45         |
| 13042 - Illustrator II                                       | 25.32         |
| 13043 - Illustrator III                                      | 30.97         |
| 13047 - Librarian  | 27.53         |
| 13050 - Library Aide/Clerk                                   | 11.82         |
| 13054 - Library Information Technology Systems Administrator | 24.86         |
| 13058 - Library Technician                                   | 17.11         |
| 13061 - Media Specialist I                                   | 17.94         |
| 13062 - Media Specialist II                                  | 20.07         |
| 13063 - Media Specialist III                                 | 22.38         |
| 13071 - Photographer I                                       | 15.30         |
| 13072 - Photographer II                                      | 17.12         |
| 13073 - Photographer III                                     | 21.21         |
| 13074 - Photographer IV                                      | 25.94         |
| 13075 - Photographer V                                       | 31.38         |
| 13110 - Video Teleconference Technician                      | 17.64         |
| 14000 - Information Technology Occupations                   |               |
| 14041 - Computer Operator I                                  | 15.61         |
| 14042 - Computer Operator II                                 | 17.46         |
| 14043 - Computer Operator III                                | 19.46         |
| 14044 - Computer Operator IV                                 | 21.63         |
| 14045 - Computer Operator V                                  | 23.95         |
| 14071 - Computer Programmer I                                | (see 1) 24.99 |
| 14072 - Computer Programmer II                               | (see 1)       |
| 14073 - Computer Programmer III                              | (see 1)       |
| 14074 - Computer Programmer IV                               | (see 1)       |
| 14101 - Computer Systems Analyst I                           | (see 1)       |
| 14102 - Computer Systems Analyst II                          | (see 1)       |
| 14103 - Computer Systems Analyst III                         | (see 1)       |
| 14150 - Peripheral Equipment Operator                        | 15.61         |
| 14160 - Personal Computer Support Technician                 | 21.63         |
| 15000 - Instructional Occupations                            |               |

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|---|-------|
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         | 33.42 |
| 15020 - Aircrew Training Devices Instructor (Rated)             | 37.77 |
| 15030 - Air Crew Training Devices Instructor (Pilot)            | 45.27 |
| 15050 - Computer Based Training Specialist / Instructor         | 33.42 |
| 15060 - Educational Technologist                                | 30.06 |
| 15070 - Flight Instructor (Pilot)                               | 45.27 |
| 15080 - Graphic Artist  | 24.04 |
| 15090 - Technical Instructor                                    | 22.71 |
| 15095 - Technical Instructor/Course Developer                   | 27.77 |
| 15110 - Test Proctor  | 18.33 |
| 15120 - Tutor   | 18.32 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |       |
| 16010 - Assembler   | 9.11  |
| 16030 - Counter Attendant                                       | 9.10  |
| 16040 - Dry Cleaner   | 11.58 |
| 16070 - Finisher, Flatwork, Machine                             | 9.11  |
| 16090 - Presser, Hand   | 9.11  |
| 16110 - Presser, Machine, Drycleaning                           | 9.11  |
| 16130 - Presser, Machine, Shirts                                | 9.11  |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              | 9.11  |
| 16190 - Sewing Machine Operator                                 | 12.42 |
| 16220 - Tailor  | 13.17 |
| 16250 - Washer, Machine   | 9.82  |
| 19000 - Machine Tool Operation And Repair Occupations           |       |
| 19010 - Machine-Tool Operator (Tool Room)                       | 19.53 |
| 19040 - Tool And Die Maker                                      | 23.40 |
| 21000 - Materials Handling And Packing Occupations              |       |
| 21020 - Forklift Operator                                       | 16.19 |
| 21030 - Material Coordinator                                    | 21.72 |
| 21040 - Material Expediter                                      | 21.72 |
| 21050 - Material Handling Laborer                               | 13.82 |
| 21071 - Order Filler  | 13.30 |
| 21080 - Production Line Worker (Food Processing)                | 16.19 |
| 21110 - Shipping Packer   | 15.18 |
| 21130 - Shipping/Receiving Clerk                                | 15.18 |
| 21140 - Store Worker I  | 11.73 |
| 21150 - Stock Clerk   | 16.37 |
| 21210 - Tools And Parts Attendant                               | 16.19 |
| 21410 - Warehouse Specialist                                    | 16.19 |
| 23000 - Mechanics And Maintenance And Repair Occupations        |       |
| 23010 - Aerospace Structural Welder                             | 26.15 |
| 23021 - Aircraft Mechanic I                                     | 24.99 |
| 23022 - Aircraft Mechanic II                                    | 26.15 |
| 23023 - Aircraft Mechanic III                                   | 27.35 |
| 23040 - Aircraft Mechanic Helper                                | 19.46 |
| 23050 - Aircraft, Painter                                       | 24.03 |
| 23060 - Aircraft Servicer                                       | 21.46 |
| 23080 - Aircraft Worker   | 22.61 |
| 23110 - Appliance Mechanic                                      | 18.89 |
| 23120 - Bicycle Repairer  | 15.54 |
| 23125 - Cable Splicer   | 24.02 |
| 23130 - Carpenter, Maintenance                                  | 19.52 |
| 23140 - Carpet Layer  | 21.54 |
| 23160 - Electrician, Maintenance                                | 24.34 |
| 23181 - Electronics Technician Maintenance I                    | 22.39 |
| 23182 - Electronics Technician Maintenance II                   | 23.85 |
| 23183 - Electronics Technician Maintenance III                  | 25.03 |
| 23260 - Fabric Worker   | 17.87 |
| 23290 - Fire Alarm System Mechanic                              | 19.82 |
| 23310 - Fire Extinguisher Repairer                              | 16.34 |

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| 23311 - Fuel Distribution System Mechanic  | 19.82 |
| 23312 - Fuel Distribution System Operator  | 16.08 |
| 23370 - General Maintenance Worker   | 18.27 |
| 23380 - Ground Support Equipment Mechanic  | 24.99 |
| 23381 - Ground Support Equipment Servicer  | 21.46 |
| 23382 - Ground Support Equipment Worker  | 22.61 |
| 23391 - Gunsmith I   | 16.34 |
| 23392 - Gunsmith II  | 18.65 |
| 23393 - Gunsmith III   | 20.79 |
| 23410 - Heating, Ventilation And Air-Conditioning<br>Mechanic                      | 21.80 |
| 23411 - Heating, Ventilation And Air Contditioning<br>Mechanic (Research Facility) | 25.04 |
| 23430 - Heavy Equipment Mechanic   | 20.48 |
| 23440 - Heavy Equipment Operator   | 20.19 |
| 23460 - Instrument Mechanic  | 25.41 |
| 23465 - Laboratory/Shelter Mechanic  | 19.81 |
| 23470 - Laborer  | 12.44 |
| 23510 - Locksmith  | 22.37 |
| 23530 - Machinery Maintenance Mechanic   | 27.28 |
| 23550 - Machinist, Maintenance   | 20.48 |
| 23580 - Maintenance Trades Helper  | 16.98 |
| 23591 - Metrology Technician I   | 25.41 |
| 23592 - Metrology Technician II  | 26.58 |
| 23593 - Metrology Technician III   | 27.81 |
| 23640 - Millwright   | 22.89 |
| 23710 - Office Appliance Repairer  | 20.01 |
| 23760 - Painter, Maintenance   | 19.52 |
| 23790 - Pipefitter, Maintenance  | 21.83 |
| 23810 - Plumber, Maintenance   | 19.74 |
| 23820 - Pneudraulic Systems Mechanic   | 20.79 |
| 23850 - Rigger   | 20.79 |
| 23870 - Scale Mechanic   | 18.65 |
| 23890 - Sheet-Metal Worker, Maintenance  | 20.48 |
| 23910 - Small Engine Mechanic  | 17.94 |
| 23931 - Telecommunications Mechanic I  | 23.94 |
| 23932 - Telecommunications Mechanic II   | 25.39 |
| 23950 - Telephone Lineman  | 24.65 |
| 23960 - Welder, Combination, Maintenance   | 19.82 |
| 23965 - Well Driller   | 24.78 |
| 23970 - Woodcraft Worker   | 20.79 |
| 23980 - Woodworker   | 16.34 |
| 24000 - Personal Needs Occupations   |       |
| 24570 - Child Care Attendant   | 9.74  |
| 24580 - Child Care Center Clerk  | 13.37 |
| 24610 - Chore Aide   | 8.10  |
| 24620 - Family Readiness And Support Services<br>Coordinator                       | 14.31 |
| 24630 - Homemaker  | 14.76 |
| 25000 - Plant And System Operations Occupations                                    |       |
| 25010 - Boiler Tender  | 21.28 |
| 25040 - Sewage Plant Operator  | 19.90 |
| 25070 - Stationary Engineer  | 21.28 |
| 25190 - Ventilation Equipment Tender   | 16.98 |
| 25210 - Water Treatment Plant Operator   | 19.90 |
| 27000 - Protective Service Occupations   |       |
| 27004 - Alarm Monitor  | 17.29 |
| 27007 - Baggage Inspector  | 12.22 |
| 27008 - Corrections Officer  | 18.21 |
| 27010 - Court Security Officer   | 21.30 |

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| 27030 - Detection Dog Handler                                  | 13.67 |
| 27040 - Detention Officer                                      | 18.21 |
| 27070 - Firefighter  | 22.67 |
| 27101 - Guard I  | 12.22 |
| 27102 - Guard II   | 13.67 |
| 27131 - Police Officer I                                       | 23.07 |
| 27132 - Police Officer II                                      | 25.67 |
| 28000 - Recreation Occupations                                 |       |
| 28041 - Carnival Equipment Operator                            | 10.21 |
| 28042 - Carnival Equipment Repairer                            | 10.86 |
| 28043 - Carnival Equipment Worker                              | 8.31  |
| 28210 - Gate Attendant/Gate Tender                             | 13.72 |
| 28310 - Lifeguard  | 11.95 |
| 28350 - Park Attendant (Aide)                                  | 15.35 |
| 28510 - Recreation Aide/Health Facility Attendant              | 11.10 |
| 28515 - Recreation Specialist                                  | 17.97 |
| 28630 - Sports Official  | 12.22 |
| 28690 - Swimming Pool Operator                                 | 15.22 |
| 29000 - Stevedoring/Longshoremen Occupational Services         |       |
| 29010 - Blocker And Bracer                                     | 18.90 |
| 29020 - Hatch Tender   | 18.90 |
| 29030 - Line Handler   | 18.90 |
| 29041 - Stevedore I  | 17.64 |
| 29042 - Stevedore II   | 20.08 |
| 30000 - Technical Occupations                                  |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)   | 36.49 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  | 25.17 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.72 |
| 30021 - Archeological Technician I                             | 17.41 |
| 30022 - Archeological Technician II                            | 19.48 |
| 30023 - Archeological Technician III                           | 24.13 |
| 30030 - Cartographic Technician                                | 24.13 |
| 30040 - Civil Engineering Technician                           | 24.53 |
| 30061 - Drafter/CAD Operator I                                 | 17.41 |
| 30062 - Drafter/CAD Operator II                                | 19.48 |
| 30063 - Drafter/CAD Operator III                               | 21.71 |
| 30064 - Drafter/CAD Operator IV                                | 26.72 |
| 30081 - Engineering Technician I                               | 16.82 |
| 30082 - Engineering Technician II                              | 18.88 |
| 30083 - Engineering Technician III                             | 21.11 |
| 30084 - Engineering Technician IV                              | 26.16 |
| 30085 - Engineering Technician V                               | 32.00 |
| 30086 - Engineering Technician VI                              | 38.72 |
| 30090 - Environmental Technician                               | 20.53 |
| 30210 - Laboratory Technician                                  | 23.16 |
| 30240 - Mathematical Technician                                | 24.14 |
| 30361 - Paralegal/Legal Assistant I                            | 18.62 |
| 30362 - Paralegal/Legal Assistant II                           | 24.16 |
| 30363 - Paralegal/Legal Assistant III                          | 29.54 |
| 30364 - Paralegal/Legal Assistant IV                           | 35.74 |
| 30390 - Photo-Optics Technician                                | 24.14 |
| 30461 - Technical Writer I                                     | 25.23 |
| 30462 - Technical Writer II                                    | 30.85 |
| 30463 - Technical Writer III                                   | 34.14 |
| 30491 - Unexploded Ordnance (UXO) Technician I                 | 23.20 |
| 30492 - Unexploded Ordnance (UXO) Technician II                | 28.06 |
| 30493 - Unexploded Ordnance (UXO) Technician III               | 33.64 |
| 30494 - Unexploded (UXO) Safety Escort                         | 23.20 |
| 30495 - Unexploded (UXO) Sweep Personnel                       | 23.20 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2)        | 21.71 |

|   |         |       |
|---|---------|-------|
| Surface Programs  |         |       |
| 30621 - Weather Observer, Senior                              | (see 2) | 24.13 |
| 31000 - Transportation/Mobile Equipment Operation Occupations |         |       |
| 31020 - Bus Aide  |         | 10.61 |
| 31030 - Bus Driver  |         | 14.82 |
| 31043 - Driver Courier  |         | 13.21 |
| 31260 - Parking and Lot Attendant                             |         | 8.55  |
| 31290 - Shuttle Bus Driver                                    |         | 13.39 |
| 31310 - Taxi Driver   |         | 10.85 |
| 31361 - Truckdriver, Light                                    |         | 14.22 |
| 31362 - Truckdriver, Medium                                   |         | 17.89 |
| 31363 - Truckdriver, Heavy                                    |         | 18.44 |
| 31364 - Truckdriver, Tractor-Trailer                          |         | 18.44 |
| 99000 - Miscellaneous Occupations                             |         |       |
| 99030 - Cashier   |         | 9.69  |
| 99050 - Desk Clerk  |         | 10.71 |
| 99095 - Embalmer  |         | 27.31 |
| 99251 - Laboratory Animal Caretaker I                         |         | 9.89  |
| 99252 - Laboratory Animal Caretaker II                        |         | 10.65 |
| 99310 - Mortician   |         | 31.44 |
| 99410 - Pest Controller                                       |         | 17.91 |
| 99510 - Photofinishing Worker                                 |         | 13.94 |
| 99710 - Recycling Laborer                                     |         | 15.35 |
| 99711 - Recycling Specialist                                  |         | 17.59 |
| 99730 - Refuse Collector                                      |         | 13.75 |
| 99810 - Sales Clerk   |         | 13.16 |
| 99820 - School Crossing Guard                                 |         | 13.08 |
| 99830 - Survey Party Chief                                    |         | 19.56 |
| 99831 - Surveying Aide  |         | 12.80 |
| 99832 - Surveying Technician                                  |         | 17.53 |
| 99840 - Vending Machine Attendant                             |         | 12.86 |
| 99841 - Vending Machine Repairer                              |         | 15.27 |
| 99842 - Vending Machine Repairer Helper                       |         | 12.86 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does

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

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

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

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

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

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of the skin, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials



are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

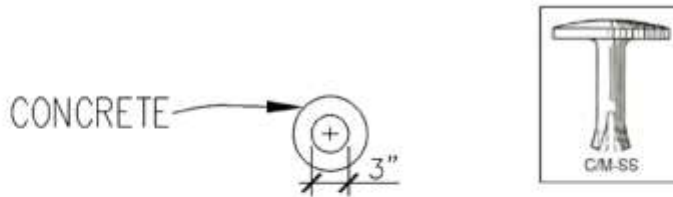
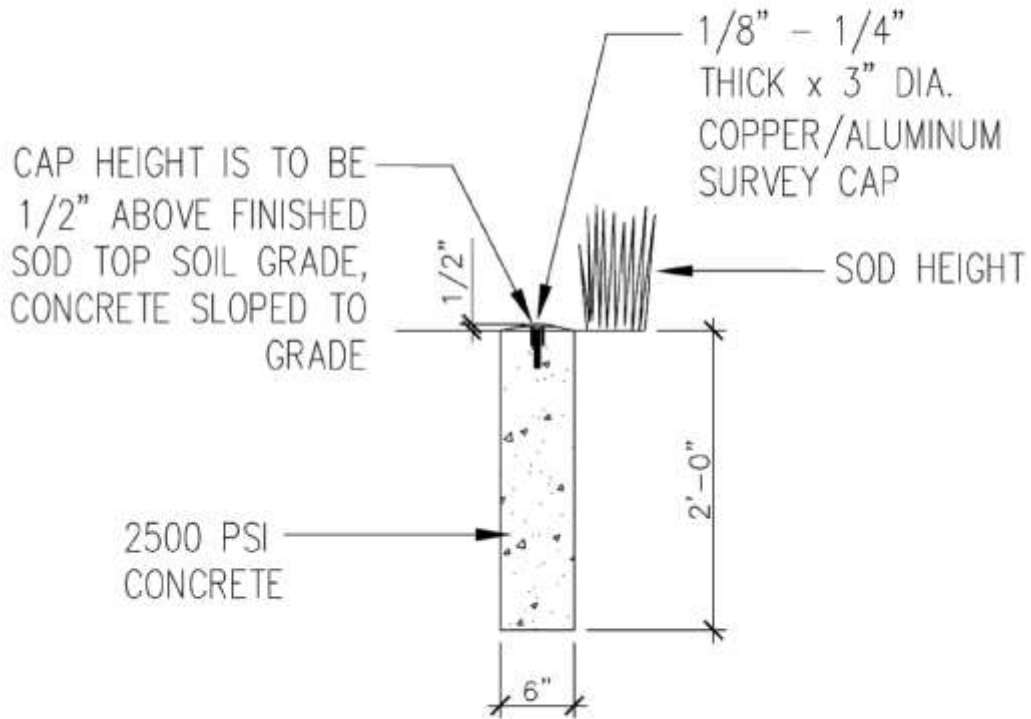
6) The contractor informs the affected employees.

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

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

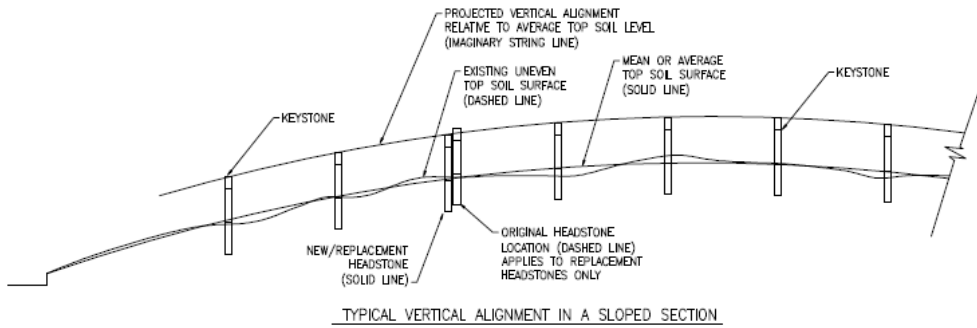
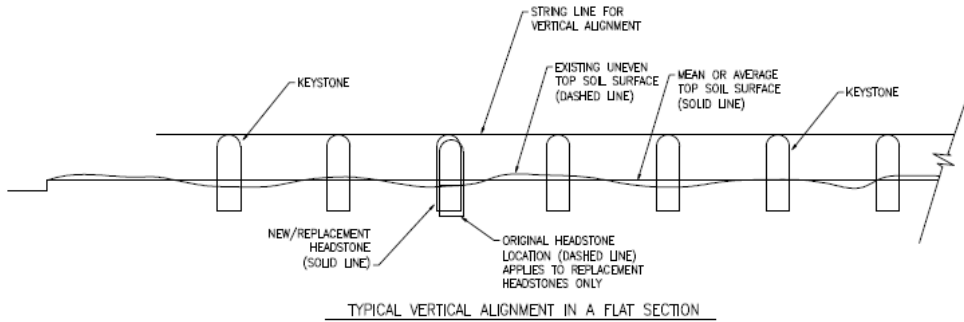
D.4 ATTACHMENT 4 – ADDITIONAL ATTACHMENTS (B THROUGH L) SUPPORTING THE STATEMENT OF WORK

# ATTACHMENT B



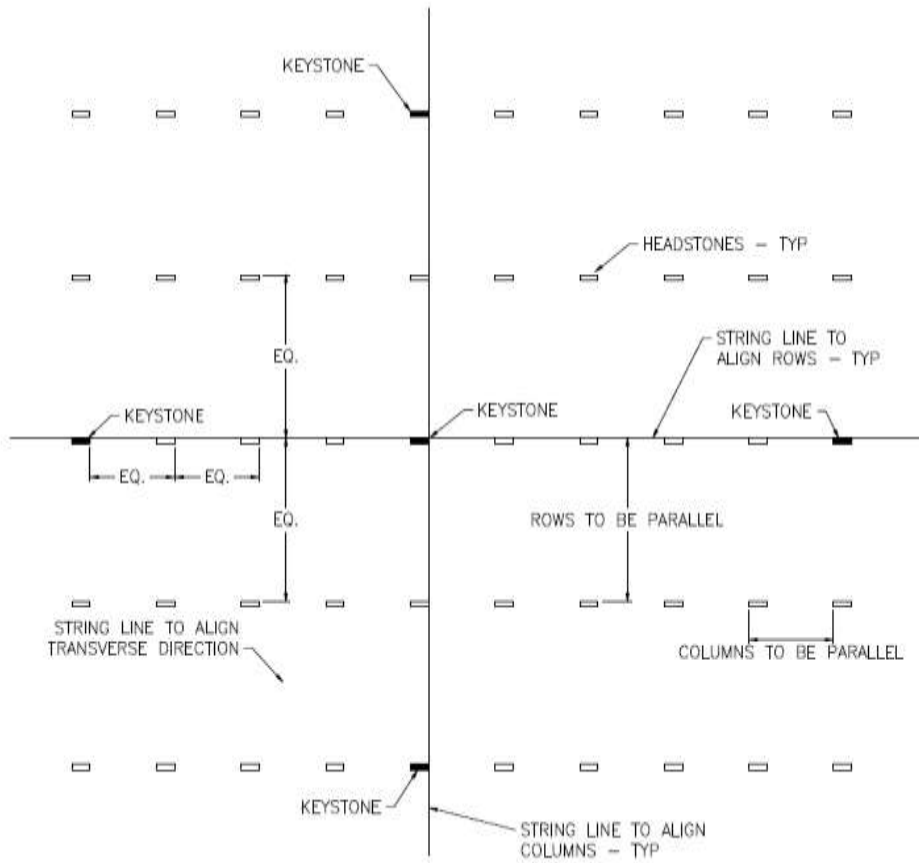
COPPER OR ALUMINUM SURVEY CAP  
TYPICAL PERMANENT BURIAL  
GRAVESITE CONTROL MARKER

ATTACHMENT C - EVALUATION VIEW OF BURIAL SECTION ALIGNMENT



ELEVATION VIEW OF BURIAL SECTION ALIGNMENT

ATTACHMENT D – PLAN VIEW HEADSTONE ALIGNMENT



PLAN VIEW  
HEADSTONE  
ALIGNMENT

ATTACHMENT E - SAMPLES AND SHOP DRAWINGS

- 1-1. Refer to Articles titled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) and, SPECIAL NOTES (VAAR 852.236-91), in Section, GENERAL CONDITIONS.
- 1-2. For the purposes of this contract, samples (including laboratory samples to be tested), test reports, certificates, and manufacturers' literature and data shall also be subject to the previously referenced requirements. The following text refers to all items collectively as SUBMITTALS.
- 1-3. Contractor shall submit for approval, all of the items specifically mentioned under the separate sections of the specification, with information sufficient to evidence full compliance with contract requirements. Materials, fabricated articles and the like to be installed in permanent work shall equal those of approved submittals. After an item has been approved, no change in brand or make will be permitted unless:
  - A. Satisfactory written evidence is presented to, and approved by Contracting Officer, that manufacturer cannot make scheduled delivery of approved item or;
  - B. Item delivered has been rejected and substitution of a suitable item is an urgent necessity or;
  - C. Other conditions become apparent which indicates approval of such substitute item to be in best interest of the Government.
- 1-4. Forward submittals in sufficient time (a minimum of 10 calendar days, exclusive of mailing time) to permit proper consideration and approval action by Government. Time submission to assure adequate lead time for procurement of contract - required items. Delays attributable to untimely and rejected submittals (including any laboratory samples to be tested) shall not serve as a basis for extending contract time for completion.
- 1-5. Submittals will be reviewed for compliance with contract requirements by Contracting Officer, and action thereon will be taken by the Contracting Officer.

- 1-6. Upon receipt of submittals, Contracting Officer will assign a file number thereto. Contractor, in any subsequent correspondence, shall refer to this file and identification number to expedite replies relative to previously approved or disapproved submittals.
- 1-7. The Government reserves the right to require additional submittals, whether or not particularly mentioned in this contract. If additional submittals beyond those required by the contract are furnished pursuant to request therefore by Contracting Officer, adjustment in contract price and time will be made in accordance with Articles titled CHANGES (FAR 52.243-4) and CHANGES - SUPPLEMENT (VAAR 852.236-88) of the GENERAL CONDITIONS.
- 1-8. Schedules called for in specifications and shown on shop drawings shall be submitted for use and information of Department of Veterans Affairs and Architect-Engineer. However, the Contractor shall assume responsibility for coordinating and verifying schedules. The Contracting Officer assumes no responsibility for checking schedules or layout drawings for exact sizes, exact numbers and detailed positioning of items.
- 1-9. Submittals shall be submitted by Contractor only and shipped prepaid. Contracting Officer will assume no responsibility for checking quantities or exact numbers included in such submittals.
  - A. Submit samples in single units unless otherwise specified. Submit shop drawings, schedules, manufacturers' literature and data, and certificates in quadruplicate, except where a greater number is specified.
  - B. Submittals will receive consideration only when covered by a transmittal letter signed by Contractor. Letter shall be sent via first class mail and shall contain the list of items, name of Cemetery, name of Contractor, contract number, applicable specification paragraph numbers, applicable drawing numbers (and other information required for exact identification of location for each item), manufacturer and brand, ASTM or Federal Specification Number (if any) and such additional information as may be required by specifications for particular item being furnished. In addition, catalogs shall be marked to indicate specific items submitted for approval.
    1. A copy of letter shall be enclosed with items, and any items received without identification letter will be considered "unclaimed goods" and held for a limited time only.

2. Each sample, certificate, manufacturers' literature and data shall be labeled to indicate the name and location of the Cemetery, name of Contractor, manufacturer, brand, contract number and ASTM or Federal Specification Number as applicable and location(s) on project.
  3. Required certificates shall be signed by an authorized representative of manufacturer or supplier of material, and by Contractor.
- C. In addition to complying with the applicable requirements specified in preceding Article 1.9, samples which are required to have Laboratory Tests under the separate sections of the specification shall be tested, at the expense of Contractor, in a commercial laboratory approved by Contracting Officer.
1. Laboratory shall furnish Contracting Officer with a certificate stating that it is fully equipped and qualified to perform intended work, is fully acquainted with specification requirements and intended use of materials and is an independent establishment in no way connected with organization of Contractor or with manufacturer or supplier of materials to be tested.
  2. Certificates shall also set forth a list of comparable projects upon which laboratory have performed similar functions during past five years.
  3. Samples and laboratory tests shall be sent directly to approved commercial testing laboratory.
  4. Contractor shall send a copy of transmittal letter to the Contracting Officer with submission of material to a commercial testing laboratory.
  5. Laboratory test reports shall be sent directly to Contracting Officer for appropriate action.
  6. Laboratory reports shall list contract specification test requirements and a comparative list of the laboratory test results. When tests show that the material meets specification requirements, the laboratory shall so certify on test report.
  7. Laboratory test reports shall also include a recommendation for approval or disapproval of tested item.
- D. If submittal samples have been disapproved, resubmit new samples as soon as possible after notification of disapproval. Such new samples shall be marked "Resubmitted Sample" in addition to containing other previously specified information required on label and in transmittal letter.



- E. Approved samples will be kept on file by the Contracting Officer at the site until completion of contract, at which time such samples will be delivered to Contractor as Contractor's property. Where noted in technical sections of specifications, approved samples in good condition may be used in their proper locations in contract work. At completion of contract, samples that are not approved will be returned to Contractor only upon request and at Contractor's expense. Such request should be made prior to completion of the contract. Disapproved samples that are not requested for return by Contractor will be discarded after completion of contract.
- F. Submittal drawings (shop, erection or setting drawings) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check.
1. For each drawing required, submit one legible photographic paper or vellum reproducible.
  2. Reproducible shall be full size.
  3. Each drawing shall have marked thereon, proper descriptive title, including Cemetery location, project number, manufacturer's number, reference to contract drawing number, detail Section Number, and Specification Section Number.
  4. A space 120 mm by 125 mm (4-3/4 by 5 inches) shall be reserved on each drawing to accommodate approval or disapproval stamp.
  5. Submit drawings, ROLLED WITHIN A MAILING TUBE, fully protected for shipment.
  6. One reproducible print of approved or disapproved shop drawings will be forwarded to Contractor.
  7. When work is directly related and involves more than one trade, shop drawings shall be submitted to Contracting Officer under one cover.
- 1-10. Samples, shop drawings, test reports, certificates and manufacturers' literature and data, shall be submitted for approval to

To Be Provided at Time of Award

1-11. At the time of transmittal, the Contractor shall also send a copy of the complete submittal directly to the Contracting Officer.

ATTACHMENT F – TESTING LABORATORY SERVICES

**PART 1 - GENERAL**

**1.1 DESCRIPTION:**

This section specifies materials testing activities and inspection services required during project construction to be provided by a Testing Laboratory retained and paid for by Contractor.

**1.2 APPLICABLE PUBLICATIONS:**

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

B. American Association of State Highway and Transportation Officials (AASHTO):

- T27-99 .....Standard Specification for Sieve Analysis of Fine and Coarse Aggregates
- T96-02 .....Standard Specification for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- T99-01 .....Standard Specification for the Moisture-Density Relations of Soils Using a 2.5 Kg (5.5 lb.) Rammer and a 305 mm (12 in.) Drop
- T104-99 .....Standard Specification for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- T180-01 .....Standard Specification for Moisture-Density Relations of Soils using a 4.54 kg (10 lb.) Rammer and a 457 mm (18 in.) Drop
- T191-02 .....Standard Specification for Density of Soil In-Place by the Sand-Cone Method
- T205-86(R1996) .....Standard Specification for Density of Soil In-Place by the Rubber-Balloon Method
- T238-97 .....Standard Specification for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

C. American Society for Testing and Materials (ASTM):

- A325-2002 .....Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

- A370-2003.....Standard Test Methods and Definitions for Mechanical Testing of Steel Products
- C31/C31M(REV. A)-2003.....Standard Practice for Making and Curing Concrete Test Specimens in the Field
- C33-2003 .....Standard Specification for Concrete Aggregates
- C39/C39M-2001.....Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- C109/C109M-2002.....Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
- C138(REV. A)-2001.....Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete
- C140(REV. A)-2002 .....Standard Test Methods of Sampling and Testing Concrete Masonry Units and Related Units
- C143/C143M-2003.....Standard Test Method for Slump of Hydraulic Cement Concrete
- C172-99 .....Standard Practice for Sampling Freshly Mixed Concrete
- C173-2001 .....Standard Test Method for Air Content of freshly Mixed Concrete by the Volumetric Method
- C1064/C1064M-2001.....Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete
- C1077-2002 .....Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
- D698(REV. A)-2000.....Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort
- D1556-00.....Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
- D1557-2002.....Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
- D2167-94(R2001) .....Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
- D2216-98.....Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

- D2922-(2001) .....Standard Test Methods for Density of soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- D2974-(2000) .....Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils
- D3740-(2001) .....Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
- E94-(2000).....Standard Guide for Radiographic Testing
- E164-97 .....Standard Practice for Ultrasonic Contact Examination of Weldments
- E329-(2002).....Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used on Construction
- E543-(2002).....Standard Practice for Agencies Performing Non-Destructive Testing

D. American Welding Society (AWS):

- D1.1-02.....Structural Welding Code-Steel

**1.3 REQUIREMENTS:**

- A. Accreditation Requirements: Testing Laboratory retained and paid for by Contractor, shall be accredited by one or more of the National Voluntary Laboratory Accreditation Program (NVLAP) programs acceptable in the geographic region for the project. Furnish to the Contracting Officer a copy of the Certificate of Accreditation and Scope of Accreditation. For testing laboratories that have not yet obtained accreditation by a NVLAP program, submit an acknowledgement letter from one of the laboratory accreditation authorities indicating that the application for accreditation has been received and the accreditation process has started, and submit to the Contracting Officer for approval, certified statements, signed by an official of the testing laboratory attesting that the proposed laboratory, meets or conforms to the ASTM standards listed below as appropriate to the testing field.
  - 1. Laboratories engaged in testing of construction materials shall meet the requirements of ASTM E329.
  - 2. Laboratories engaged in testing of concrete and concrete aggregates shall meet the requirements of ASTM C1077.

3. Laboratories engaged in testing of bituminous paving materials shall meet the requirements of ASTM D3666.
  4. Laboratories engaged in testing of soil and rock, as used in engineering design and construction, shall meet the requirements of ASTM D3740.
  5. Laboratories engaged in inspection and testing of steel, stainless steel, and related alloys will be evaluated according to ASTM A880.
  6. Laboratories engaged in non-destructive testing (NDT) shall meet the requirements of ASTM E543.
  7. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA.
- B. Inspection and Testing: Testing laboratory shall inspect materials and workmanship and perform tests described herein and additional tests requested by Contracting Officer. When it appears materials furnished, or work performed by Contractor fail to meet construction contract requirements, Testing Laboratory shall direct attention of Contracting Officer to such failure.
- C. Written Reports: Testing laboratory shall submit test reports to Contracting Officer, Contractor, and Local Building Authority within 24 hours after each test is completed unless other arrangements are agreed to in writing by the Contracting Officer. Submit reports of tests that fail to meet construction contract requirements on colored paper.
- D. Verbal Reports: Give verbal notification to Contracting Officer immediately of any irregularity.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.1 EARTHWORK:**

- A. General: The Testing Laboratory shall provide qualified personnel, materials, equipment, and transportation as required to perform the services identified/required herein, within the agreed to schedule and/or time frame. The work to be performed shall be as identified herein and shall include but not be limited to the following:

1. Observe fill and subgrades during proof-rolling to evaluate suitability of surface material to receive fill or base course. Provide recommendations to the Contracting Officer regarding suitability or unsuitability of areas where proof-rolling was observed. Where unsuitable results are observed, witness excavation of unsuitable material and recommend to Contracting Officer extent of removal and replacement of unsuitable materials and observe proof-rolling of replaced areas until satisfactory results are obtained.
2. Provide part time observation of fill placement and compaction and field density testing in building areas and provide part time observation of fill placement and compaction and field density testing in pavement areas to verify that earthwork compaction obtained is in accordance with contract documents.
3. Provide supervised geotechnical technician to inspect excavation, subsurface preparation, and backfill for structural fill.

B. Testing Compaction:

1. Determine maximum density and optimum moisture content for each type of fill, backfill and subgrade material used, in compliance with ASTM D698.
2. Make field density tests in accordance with the primary testing method following ASTM D2922. Field density tests utilizing ASTM D1556 shall be utilized on a case by case basis only if there are problems with the validity of the results from the primary method due to specific site field conditions. Should the testing laboratory propose these alternative methods, they should provide satisfactory explanation to the Contracting Officer before the tests are conducted.
  - a. Foundation Wall Backfill: One test per 30 m (100 feet) of each layer of compacted fill but in no case fewer than two tests.
  - b. Trenches: One test at maximum 30 m (100 foot) intervals per 1200 mm (4 foot) of vertical lift and at changes in required density, but in no case fewer than two tests.
  - c. Footing Subgrade: At least one test for each layer of soil on which footings shall be placed. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested subgrade when acceptable to Contracting Officer. In each compacted fill layer below wall footings, perform one field density test for every

30 m (100 feet) of wall. Verify subgrade is level, all loose or disturbed soils have been removed, and correlate actual soil conditions observed with those indicated by test borings.

C. Testing Materials: Test suitability of on-site and off-site borrow as directed by Contracting Officer.

### 3.2 SITE WORK CONCRETE:

Test site work concrete including materials for concrete as required in Article CONCRETE of this section.

### 3.3 CONCRETE:

A. Batch Plant Inspection and Materials Testing:

1. Perform continuous batch plant inspection until concrete quality is established to satisfaction of Contracting Officer with concurrence of Contracting Officer and perform periodic inspections thereafter as determined by Contracting Officer.
2. Periodically inspect and test batch proportioning equipment for accuracy and report deficiencies to Contracting Officer.
3. Sample and test mix ingredients as necessary to insure compliance with specifications.
4. Sample and test aggregates daily and as necessary for moisture content. Test the dry rodded weight of the coarse aggregate whenever a sieve analysis is made, and when it appears there has been a change in the aggregate.
5. Certify, in duplicate, ingredients and proportions and amounts of ingredients in concrete conform to approved trial mixes. When concrete is batched or mixed off immediate building site, certify (by signing, initialing or stamping thereon) on delivery slips (duplicate) that ingredients in truck-load mixes conform to proportions of aggregate weight, cement factor, and water-cement ratio of approved trial mixes.

B. Field Inspection and Materials Testing:

1. Provide a technician at site of placement at all times to perform concrete sampling and testing.
2. Review the delivery tickets of the ready-mix concrete trucks arriving on-site. Notify the Contractor if the concrete cannot be placed within the specified time limits or if the type of concrete delivered



is incorrect. Reject any loads that do not comply with the Specification requirements. Rejected loads are to be removed from the site at the Contractor's expense. Any rejected concrete that is placed will be subject to removal.

3. Take concrete samples at point of placement in accordance with ASTM C172. Mold and cure compression test cylinders in accordance with ASTM C31. Make at least three cylinders for each 40 m<sup>3</sup> (50 cubic yards) or less of each concrete type, and at least three cylinders for any one day's pour for each concrete type. After good concrete quality control has been established and maintained as determined by Contracting Officer make three cylinders for each 80 m<sup>3</sup> (100 cubic yards) or less of each concrete type, and at least three cylinders from any one day's pour for each concrete type. Label each cylinder with an identification number. Contracting Officer may require additional cylinders to be molded and cured under job conditions.
4. Perform slump tests in accordance with ASTM C143. Test the first truck each day, and every time test cylinders are made. Test pumped concrete at the hopper and at the discharge end of the hose at the beginning of each day's pumping operations to determine change in slump.
5. Determine the air content of concrete per ASTM C173. For concrete required to be air-entrained, test the first truck and every 20 m<sup>3</sup> (25 cubic yards) thereafter each day. For concrete not required to be air-entrained, test every 80 m<sup>3</sup> (100 cubic yards) at random. For pumped concrete, initially test concrete at both the hopper and the discharge end of the hose to determine change in air content.
6. If slump or air content fall outside specified limits, make another test immediately from another portion of same batch.
7. Perform unit weight tests in compliance with ASTM C138 for normal weight concrete and ASTM C567 for lightweight concrete. Test the first truck and each time cylinders are made.
8. Notify laboratory technician at batch plant of mix irregularities and request materials and proportioning check.
9. Verify that specified mixing has been accomplished.

10. Environmental Conditions: Determine the temperature per ASTM C1064 for each truckload of concrete during hot weather and cold weather concreting operations.
  - a. When ambient air temperature falls below 4.4 degrees C (40 degrees F), record maximum and minimum air temperatures in each 24 hour period; record air temperature inside protective enclosure; record minimum temperature of surface of hardened concrete.
  - b. When ambient air temperature rises above 29.4 degrees C (85 degrees F), record maximum and minimum air temperature in each 24 hour period; record minimum relative humidity; record maximum wind velocity; record maximum temperature of surface of hardened concrete.
11. Inspect the reinforcing steel placement, including bar size, bar spacing, top and bottom concrete cover, proper tie into the chairs, and grade of steel prior to concrete placement. Submit detailed report of observations.
12. Observe conveying, placement, and consolidation of concrete for conformance to specifications.
13. Observe condition of formed surfaces upon removal of formwork prior to repair of surface defects and observe repair of surface defects.
14. Observe curing procedures for conformance with specifications, record dates of concrete placement, start of preliminary curing, start of final curing, end of curing period.
15. Observe preparations for placement of concrete:
  - a. Inspect handling, conveying, and placing equipment, inspect vibrating and compaction equipment.
  - b. Inspect preparation of construction, expansion, and isolation joints.
16. Observe preparations for protection from hot weather, cold weather, sun, and rain, and preparations for curing.
17. Observe concrete mixing:
  - a. Monitor and record amount of water added at project site.
  - b. Observe minimum and maximum mixing times.
18. Measure concrete flatwork for levelness and flatness as follows:

- a. Perform Floor Tolerance Measurements  $F_F$  and  $F_L$  in accordance with ASTM E1155. Calculate the actual overall F- numbers using the inferior/superior area method.
- b. Perform all floor tolerance measurements within 48 hours after slab installation and prior to removal of shoring and formwork.
- c. Provide the Contractor and the Contracting Officer with the results of all profile tests, including a running tabulation of the overall  $F_F$  and  $F_L$  values for all slabs installed to date, within 72 hours after each slab installation.

19. Other inspections:

- a. Grouting under base plates.
- b. Grouting anchor bolts and reinforcing steel in hardened concrete.

C. Laboratory Tests of Field Samples:

1. Test compression test cylinders for strength in accordance with ASTM C39. For each test series, test one cylinder at 7 days and one cylinder at 28 days. Use remaining cylinder as a spare tested as directed by Contracting Officer. Compile laboratory test reports as follows: Compressive strength test shall be result of one cylinder, except when one cylinder shows evidence of improper sampling, molding or testing, in which case it shall be discarded and strength of spare cylinder shall be used.
2. Make weight tests of hardened lightweight structural concrete in accordance with ASTM C567.
3. Furnish certified compression test reports (duplicate) to Contracting Officer. In test report, indicate the following information:
  - a. Cylinder identification number and date cast.
  - b. Specific location at which test samples were taken.
  - c. Type of concrete, slump, and percent air.
  - d. Compressive strength of concrete in MPa (psi).
  - e. Weight of lightweight structural concrete in  $\text{kg/m}^3$  (pounds per cubic feet).
  - f. Weather conditions during placing.
  - g. Temperature of concrete in each test cylinder when test cylinder was molded.
  - h. Maximum and minimum ambient temperature during placing.
  - i. Ambient temperature when concrete sample in test cylinder was taken.

j. Date delivered to laboratory and date tested.

ATTACHMENT G - EARTHWORK AND HEADSTONES

**PART 1 - GENERAL**

**1.1 DESCRIPTION OF WORK**

- A. This section includes the requirements for earthwork including, but not limited to, the following:
1. Site preparation.
  2. Excavation.
  3. Foundation Base Aggregate.
  4. Filling and backfilling.
  5. Grading.
  6. Soil Disposal.

**1.2 DEFINITIONS**

- A. Borrow Material: Borrow materials are soils generated during excavation operations at the site.
1. Backfill: Backfill shall be obtained from onsite excavation. The material shall be used as indicated on the Construction Drawings. It shall be free of organic matter, debris and other deleterious substances. The material shall contain no particles greater than 3 inches.
- B. Unsatisfactory Materials: Materials that do not comply with the requirements listed above are unsatisfactory. Unsatisfactory materials also include non-engineered fills; trash; refuse; backfills from previous construction; and material classified as satisfactory that contain or are contaminated with unsatisfactory material. The Contracting Officer shall be notified of any contaminated materials.
- C. Degree of compaction: Degree of compaction is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 698, abbreviated as a percent of laboratory maximum density.
- D. Unauthorized excavation: Removal of materials beyond indicated sub-grade elevations or dimensions without written authorization by the Contracting Officer. No payment will be made for unauthorized excavation or remedial work required to correct unauthorized excavation.

### 1.3 RELATED WORK

- A. Protection of existing utilities, fire protection services, existing equipment, roads, and pavements:  
Section 01010, GENERAL REQUIREMENTS.

### 1.4 SUBMITTALS

- A. Unless otherwise noted, submittals shall be made 14 days before commencing the Work specified in this Section. The following shall be submitted in accordance with Section 01334 SAMPLES AND SHOP DRAWINGS.
  - 1. Import Material: Contractor shall submit the following for each imported material a minimum of 14 days prior to delivery:
    - a. Material source(s);
    - b. Particle size analysis in accordance with ASTM C136
  - 2. Equipment List: Contractor shall submit a list of equipment to be utilized for the work 7 days prior to mobilization. The list shall include equipment make, model, year, tire or track dimensions, weight and other information.
  - 3. Construction Procedures Plan: Contractor shall submit a plan that includes, but not be limited to, material excavation, marker surveying and identification tagging, marker removal, marker collar removal, marker transportation and storage, marker re-installation, backfill processing and placement, equipment use, borrow source utilization, and protection to be provided in the event of rain, wind, heat or other potential cause of damage 14 days prior to material construction.
  - 4. Record Drawing Information: Record Drawings including, but not limited to, drawings showing the original and final marker locations, foundation location including measurements and dimensions, shall be prepared by the Contractor and submitted to the Contracting Officer following completion of the project. The preconstruction survey of the markers shall be submitted to the Contracting Officer in draft form for use during construction.
  - 5. Cleaning Agent: Contractor shall submit manufacturer's spec sheets on proposed cleaning agent(s) for approval.

**1.5 APPLICABLE PUBLICATIONS**

A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.

B. American Society for Testing and Materials (ASTM):

- D698-00.....Laboratory Compaction Characteristics of Soil Using Standard Effort  
(12,400 ft. lbf/ft<sup>3</sup> (600 kN m/m<sup>3</sup>))
- D1556-00.....Density and Unit Weight of Soil in Place by the Sand-Cone Method
- D1557-00.....Laboratory Compaction Characteristics of Soil Using Modified Effort  
(56,000 ft-lbf/ft<sup>3</sup> (2700 kN m/m<sup>3</sup>))
- D2922-01.....Standard Test Methods for Density of Soil and Soil-Aggregate in Place by  
Nuclear Methods (Shallow Depth)
- D2940-98.....Graded Aggregate Material for Bases or Subbases for Highways or  
Airports
- SS-2630.....State of Oregon Department of Transportation (ODOT) SS-2630 - (2006)  
Standard Specifications - Section 2630 - Base Aggregate
- SS-2690.....State of Oregon Department of Transportation (ODOT) SS-2690 - (2006)  
Standard Specifications - Section 2690 – PCC Aggregates

**1.6 UTILIZATION OF EXCAVATED MATERIALS**

Contractor excavated and stockpiled materials shall be used as fill and backfill materials as specified. Excavated materials shall be stockpiled in designated stockpile areas. No excavated material shall be disposed of to obstruct the flow of any stream or road, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

**PART 2 – PRODUCTS**

## 2.1 MATERIALS

- A. Foundation Base Aggregate shall be  $\frac{3}{4}$  inch in conformance to ODOT SS-2630.
- B. Leveling Sand shall be Sand for Mortar in conformance to ODOT SS-2690.

## PART 3 – EXECUTION

### 3.1 SITE PREPARATION

- A. Trees and Shrubs: Protect from damage, existing trees and shrubs which are not shown to be removed in construction area. Immediately repair damage to existing trees and shrubs by trimming, cleaning and painting damaged areas, including roots, in accordance with standard industry horticultural practice for the geographic area and plant species. Do not store building materials closer to trees and shrubs, that are to remain, than farthest extension of their limbs.
- D. Stripping Topsoil: Strip topsoil from within limits of earthwork operations as specified. Topsoil shall be a fertile, friable, natural topsoil of loamy character and characteristic of locality. Topsoil shall be capable of growing healthy horticultural crops of grasses. Stockpile topsoil and protect as directed by Contracting Officer. Eliminate foreign materials, such as weeds, roots, stones, subsoil, frozen clods, and similar foreign materials larger than 0.014 m<sup>3</sup> (1/2 cubic foot) in volume, from soil as it is stockpiled. Remove foreign materials larger than 50 mm (2 inches) in any dimension from topsoil to be used as backfill.
- E. Lines and Grades: With the services of a Registered Professional Land Surveyor or Registered Civil Engineer, specified in Site Survey section, the contractor shall survey and document existing lines and grades and submit for approval, new lines and grades in order to achieve grades that provide a smooth surface, free from irregular surface changes. The intent here is not to change the overall contour of the gravesites, but rather to eliminate any irregular surface changes. Grading shall comply with compaction requirements and grade cross sections, lines, and elevations indicated by the approved survey. Where spot grades are indicated the grade shall be established based on interpolation of the



elevations between the spot grades while maintaining appropriate transition at structures and paving and uninterrupted drainage flow into inlets.

### 3.2 EXCAVATION

- A. Contractor shall perform excavation of every type of material encountered within the limits of grading to the lines, grades, and elevations indicated and as specified. Grading shall be in conformance with the Site Survey Drawings and the tolerances specified in Paragraph Grade Tolerance. Excavation areas shall be cleared of vegetation prior to excavation. Satisfactory excavated materials shall be transported to and placed in fill as indicated. Unsatisfactory materials encountered within the excavation shall be excavated below grade and replaced with satisfactory materials as directed. Surplus excavated material not required for fill shall be disposed offsite.
- B. Excavation of trenches shall be accomplished by cutting accurately to the dimensions shown on the Construction Drawings. Excessive open trench excavation shall be backfilled with satisfactory, thoroughly compacted, material. Contractor shall maintain excavations free from detrimental quantities of leaves, brush, sticks, trash, and other debris until final acceptance of the work.

### 3.3 SUBGRADE PREPARATION

- A. Ground surface on which fill is to be placed shall be cleared of vegetation.
- B. The subgrade shall be shaped to lines, grades, and sections shown on the Construction Drawings, and compacted as specified. Soft or otherwise unsatisfactory material shall be removed and replaced with satisfactory excavated material or other approved material as directed. Existing low areas and those resulting from removal of unsatisfactory material shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped and compacted as specified.
- C. All subgrade areas shall be moisture conditioned and compacted to not less than 90 percent compaction in accordance with ASTM D2922.
- D. If the Contractor excavates below the lines and grades indicated on the Construction Drawings, Contractor shall place fill to elevate these areas back to grade at no cost to the Government.

- E. The prepared subgrade surface shall be reasonably smooth, free of holes, depressions greater than 3 inch deep, or protrusion extending above the surface more than 3 inch. No overlying materials shall be placed until the subgrade has been checked and approved. The subgrade surface shall be protected and restored if damaged.

### **3.4 FOUNDATION BASE AGGREGATE**

- A. Aggregate shall be placed in the bottom of the prepared trench subgrade and compacted. All areas shall be moisture conditioned and compacted to not less than 95 percent compaction in accordance with ASTM D2922.
- B. Aggregate finish grades shall be constructed to within plus or minus 0.1 foot of the indicated grades. The finished surface of the aggregate shall be free of depressions and shall be reasonably smooth in accordance with the grade tolerance.

### **3.5 FILL AND BACKFILL**

- A. Fill shall be not be dropped from a height greater than 3 feet nor excessively loaded on markers. The soil shall be placed in the trench and compacted in 4 inch deep loose lifts. The moisture content of fill placed shall be adjusted prior to placement. Each lift shall be rough graded prior to compaction. Equipment shall be operated with careful attention to protection of markers. Fill shall not be constructed on surfaces that are muddy, frozen, or contain frost. Compact soil to not less than 95 percent compaction in accordance with ASTM D2922.

### **3.6 GRADE TOLERANCE**

- A. Excavation and finish grades shall be constructed to within plus or minus 0.1 foot of the indicated grades. The finished surface of the excavations and fills shall be free of depressions and shall be reasonably smooth in accordance with the grade tolerances.

### **3.7 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL**

- A. Remove from site and legally dispose trash and debris.

- B. Remove from site and legally dispose excess soil after all fill and backfill operations are completed.

### **3.8 CLEAN UP**

- A. Upon completion of earthwork operations, clean all work areas within contract limits, remove tools, and equipment. Provide site clear, clean and free of debris. Remove all debris, rubbish, and excess material from Cemetery Property.

ATTACHMENT H - CAST-IN-PLACE CONCRETE

**PART 1 - GENERAL**

**1.1 DESCRIPTION:**

This section specifies cast-in-place structural concrete and materials and mixes for other concrete.

**1.2 RELATED WORK:**

- A. Materials testing and inspection during construction: Section 01410, TESTING LABORATORY SERVICES.

**1.3 TESTING AGENCY FOR CONCRETE MIX DESIGN:**

- A. Testing agency retained and reimbursed by the Contractor and approved by Contracting Officer.
- B. Testing agency maintaining active participation in Program of Cement and Concrete Reference Laboratory (CCRL) of National Institute of Standards and Technology. Accompany request for approval of testing agency with a copy of Report of Latest Inspection of Laboratory Facilities by CCRL.
- C. Testing agency shall furnish equipment and qualified technicians to establish proportions of ingredients for concrete mixes.

**1.4 TOLERANCES:**

- A. Formwork: ACI 117, except the elevation tolerance of formed surfaces before removal of shores is +0 mm (+0 inch) and -20 mm (-3/4 inch).
- B. Reinforcement Fabricating and Placing: ACI 117, except that fabrication tolerance for bar sizes Nos. 10, 13, and 16 (Nos. 3, 4, and 5) (Tolerance Symbol 1 in Fig. 2.1(a), ACI, 117) used as column ties or stirrups is +0 mm (+0 inch) and -13 mm (-1/2 inch) where gross bar length is less than 3600 mm (12 feet), or +0 mm (+0 inch) and -20 mm (-3/4 inch) where gross bar length is 3600 mm (12 feet) or more.
- C. Cross-Sectional Dimension: ACI 117, except tolerance for thickness of slabs 12 inches or less is +20 mm (+3/4 inch) and - 6 mm (-1/4 inch).

**1.5 REGULATORY REQUIREMENTS:**

- A. ACI 315 – Details and Detailing of Concrete Reinforcement.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.

- C. ACI 301 – Standard Specifications for Structural Concrete.

**1.6 SUBMITTALS:**

- A. Testing Agency for Concrete Mix Design: Approval request including qualifications of principals and technicians and evidence of active participation in program of Cement and Concrete Reference Laboratory (CCRL) of National Institute of Standards and Technology and copy of report of latest CCRL, Inspection of Laboratory.
- B. Test Report for Concrete Mix Designs: Trial mixes including water-cement ratio curves, concrete mix ingredients, and admixtures.

**1.7 PRE-CONCRETE CONFERENCE:**

- A. General: At least 15 days prior to submittal of design mixes, conduct a meeting to review proposed methods of concrete construction to achieve the required results.
- B. Agenda: Includes but is not limited to:
  - 1. Submittals.
  - 2. Coordination of work.
  - 3. Availability of material.
  - 4. Concrete mix design including admixtures.
  - 5. Methods of placing, finishing, and curing.
  - 6. Material inspection and testing.
- C. Attendees: Include but not limited to representatives of Contractor; subcontractors involved in supplying, conveying, placing, finishing, and curing concrete; Contracting Officer; COTR.

**1.8 APPLICABLE PUBLICATIONS:**

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.

B. Federal Specifications (Fed. Spec.):

MM-L-751H.....Lumber Softwood

C. American Concrete Institute (ACI):

117-90.....Standard Specifications for Tolerances for Concrete Construction and Materials

117R-90.....Commentary on Standard Specifications for Tolerances for Concrete Construction and Materials

211.1-91.....Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete

211.2-98.....Standard Practice for Selecting Proportions for Structural Lightweight Concrete

214-77.....Recommended Practice for Evaluation of Strength Test Results of Concrete

301-99.....Standard Specifications for Structural Concrete

304R-2000.....Guide for Measuring, Mixing, Transporting, and Placing Concrete

305R-99.....Hot Weather Concreting

306R-(R2002).....Cold Weather Concreting

308-(R1997).....Standard Practice for Curing Concrete

309R-96.....Guide for Consolidation of Concrete

315-99.....Details and Detailing of Concrete Reinforcement

318/318R-02.....Building Code Requirements for Reinforced Concrete and Commentary

347R-(R1999).....Guide to Formwork for Concrete

D. American National Standards Institute and American Hardboard Association (ANSI/AHA):

A135.4-95.....Basic Hardboard

E. American Society for Testing and Materials (ASTM):

A82-02.....Standard Specification for Steel Wire, Plain, for Concrete Reinforcement

A185-02.....Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement

- A615/A615M-03 .....Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- A653/A653M-03 .....Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- A706/A706M-03 .....Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
- A767/A767M-00 REV.B .....Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
- A775/A775M-01 .....Standard Specification for Epoxy-Coated Reinforcing Steel Bars
- A820-01 .....Standard Specification for Steel Fibers for Fiber-Reinforced Concrete
- A996/A996M-03 REV.A .....Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
- C31/C31M-03 .....Standard Practice for Making and Curing Concrete Test Specimens in the field
- C33-03 .....Standard Specification for Concrete Aggregates
- C39/C39M-01 .....Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- C94/C94M-03 .....Standard Specification for Ready-Mixed Concrete
- C143/C143M-00 .....Standard Test Method for Slump of Hydraulic Cement Concrete
- C150-02 REV. A .....Standard Specification for Portland Cement
- C171-03 .....Standard Specification for Sheet Materials for Curing Concrete
- C172-99 .....Standard Specification for Sampling Freshly Mixed Concrete
- C173-01 .....Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
- C192/C192M-02 .....Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
- C231-97(E1999) .....Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- C260-01 .....Standard Specification for Air-Entraining Admixtures for Concrete
- C309-REV. A 98 .....Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

- C330-03 .....Standard Specification for Lightweight Aggregates for Structural Concrete
- C494/C494M-REV. A 99(E2001)      Standard Specification for Chemical Admixtures for Concrete
- C496-96 .....Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
- C567-00 .....Standard Test Method for Density of Structural Lightweight Concrete
- C618-03 .....Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
- C666-03 .....Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
- C881-02 .....Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
- C1107-02 .....Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)
- D6-95(R2000) .....Standard Test Method for Loss on Heating of Oil and Asphaltic Compounds
- D297-93(R2002)(E2003) .....Standard Test Methods for Rubber Products-Chemical Analysis
- D1751-99 .....Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
- D4397-02 .....Standard Specification for Polyethylene Sheeting for Construction, Industrial and Agricultural Applications
- E1155-96(R2001) .....Standard Test Method for Determining FF

F. American Welding Society (AWS):

- D1.4-98 .....Structural Welding Code - Reinforcing Steel

G. Concrete Reinforcing Steel Institute (CRSI):

- DA4-90 .....Manual of Standard Practice

H. National Cooperative Highway Research Program (NCHRP):

- Report No. 244-81 .....Concrete Sealers for the Protection of Bridge Structures

I. U. S. Department of Commerce Product Standard (PS):



PS 1-83 .....Construction and Industrial Plywood

J. U. S. Army Corps of Engineers Handbook for Concrete and Cement:

CRD C513-74 .....Rubber Waterstops

CRD C572-74 .....Polyvinyl chloride Waterstops

**PART 2 – PRODUCTS:**

**2.1 MATERIALS:**

A. Portland Cement: ASTM C150 Type I or II.

B. Coarse Aggregate: ASTM C33.

1. Size 67. Size 467 shall be used for footings and walls over 300 mm (12 inches) thick.
2. Coarse aggregate for applied topping, encasement of steel columns, and metal pan stair fill shall be Size 7.
3. Maximum size of coarse aggregates not more than one-fifth of narrowest dimension between sides of forms, one-third of depth of slabs, nor three-fourth of minimum clear spacing between reinforcing bars.

C. Fine Aggregate: ASTM C33. Fine aggregate for applied concrete floor topping shall pass a 4.75 mm (No. 4) sieve, 10 percent maximum shall pass a 150 µm (No. 100) sieve.

D. Mixing Water: Fresh, clean, and potable.

E. Admixtures:

1. Water Reducing Admixture: ASTM C494, Type A and not contain more chloride ions than are present in municipal drinking water.
2. Water Reducing, Retarding Admixture: ASTM C494, Type D and not contain more chloride ions than are present in municipal drinking water.
3. High-Range Water-Reducing Admixture (Super plasticizer): ASTM C494, Type F or G, and not contain more chloride ions than are present in municipal drinking water.

4. Non-Corrosive, Non-Chloride Accelerator: ASTM C494, Type C or E, and not contain more chloride ions than are present in municipal drinking water. Admixture manufacturer shall have long-term non-corrosive test data from an independent testing laboratory of at least one year duration using an acceptable accelerated corrosion test method such as that using electrical potential measures.
  5. Air Entraining Admixture: ASTM C260.
  6. Certification: Written conformance to the requirements above and the chloride ion content of the admixture prior to mix design review.
- F. Reinforcing Steel: ASTM A615, or ASTM A996, deformed, grade as shown.
- G. Reinforcing Bars to be Welded: ASTM A706.
- H. Galvanized Reinforcing Bars: ASTM A767.
- I. Supports, Spacers, and Chairs: Types which shall hold reinforcement in position shown in accordance with requirements of ACI 318 except as specified.
- J. Sheet Materials for Curing Concrete: ASTM C171.
- K. Liquid Membrane-forming Compounds for Curing Concrete: ASTM C309, Type I, with fugitive dye. Compound shall be compatible with scheduled surface treatment, such as paint and resilient tile, and shall not discolor concrete surface.
- L. Epoxy shall be in conformance to ODOT SS-2070.

## 2.2 CONCRETE MIXES:

- A. Mix Designs: Proportioned in accordance with Section 5.3, "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318.
1. If trial mixes are used, make a set of at least 6 cylinders in accordance with ASTM C192 for test purposes from each trial mix; test three for compressive strength at 7 days and three at 28 days.
  2. Submit a report of results of each test series, include a detailed listing of the proportions of trial mix or mixes, including cement, admixtures, weight of fine and coarse aggregate per m<sup>3</sup> (cubic

yard) measured dry rodded and damp loose, specific gravity, fineness modulus, percentage of moisture, air content, water-cement ratio, and consistency of each cylinder in terms of slump.

3. Prepare a curve showing relationship between water-cement ratio at 7-day and 28-day compressive strengths. Plot each curve using at least three specimens.
  4. If the field experience method is used, submit complete standard deviation analysis.
- B. After approval of mixes no substitution in material or change in proportions of approval mixes shall be made without additional tests and approval of Contracting Officer or as specified. Making and testing of preliminary test cylinders shall be carried on pending approval of cement, providing Contractor and manufacturer certify that ingredients used in making test cylinders are the same. Contracting Officer will allow Contractor to proceed with depositing concrete for certain portions of work, pending final approval of cement and approval of design mix.
- C. Cement Factor: Maintain minimum cement factors in Table I regardless of compressive strength developed above minimums.

**TABLE I - CEMENT AND WATER FACTORS FOR CONCRETE**

| Concrete Strength                |   | Non-Air-Entrained       | Air-Entrained                             |                         |
|----------------------------------|---|-------------------------|---|-------------------------|
| Min. 28 Day Comp. Str. MPa (psi) | Min. Cement kg/m <sup>3</sup> (lbs/c. yd) | Max. Water Cement Ratio | Min. Cement kg/m <sup>3</sup> (lbs/c. yd) | Max. Water Cement Ratio |
| 25 (3000)                        | 300 (500)                                 | *                       | 310 (520)                                 | *                       |

\* Determined by Laboratory in accordance with ACI 211.1 for normal concrete or ACI 211.2 for lightweight structural concrete.

- D. Maximum Slump: Maximum slump, as determined by ASTM C143 with tolerances as established by ASTM C94, for concrete to be vibrated shall be as shown in Table II.

**TABLE II - MAXIMUM SLUMP, MM (INCHES)\***

| Type of Construction | Normal Weight Concrete |
|----------------------|------------------------|
|----------------------|------------------------|

|  |                 |
|--|-----------------|
| Reinforced Footings and Substructure Walls | 75mm (3 inches) |
|--|-----------------|

\* Slump shall be increased by the use of the approved high-range water-reducing admixture (super plasticizer). Tolerances as established by ASTM C94. Concrete containing the high-range-water-reducing admixture shall have a maximum slump of 225 mm (9 inches). The concrete shall arrive at the job site at a slump of 50 mm to 75 mm (2 inches to 3 inches), and 75 mm to 100 mm (3 inches to 4 inches) for lightweight concrete. This should be verified, and then the high-range-water-reducing admixture added to increase the slump to the approved level.

E. Air-Entrainment: Air-entrainment of normal weight concrete shall conform with Table III. Air-entrainment of lightweight structural concrete shall conform with Table IV. Determine air content by either ASTM C173 or ASTM C231.

**TABLE III - TOTAL AIR CONTENT FOR VARIOUS SIZES OF COARSE AGGREGATES (NORMAL CONCRETE)**

| Nominal Maximum Size of Total Air Content | Coarse Aggregate, mm (Inches) Percentage by Volume |
|---|--|
| 10 mm (3/8 in).6 to 10                    | 13 mm (1/2 in).5 to 9                              |
| 20 mm (3/4 in).4 to 8                     | 25 mm (1 in).3-1/2 to 6-1/2                        |
| 40 mm (1 1/2 in).3 to 6                   |  |

F. Enforcing Strength Requirements: Test as specified in Section, TESTING LABORATORY SERVICES, during the progress of the work. Seven-day tests shall be used as indicators of 28-day strength. Average of any three 28-day consecutive strength tests of laboratory-cured specimens representing each type of concrete shall be equal to or greater than specified strength. No single test shall be more than 3.5 MPa (500 psi) below specified strength. Interpret field test results in accordance with ACI 214. Should strengths shown by test specimens fall below required values, Contracting Officer will require any one or any combination of the following corrective actions, at no additional cost to the Government:

1. Require changes in mix proportions by selecting one of the other appropriate trial mixes or changing proportions, including cement content, of approved trial mix.

2. Require additional curing and protection.
3. If five consecutive tests fall below 95 percent of minimum values given in Table I or if test results are so low as to raise a question as to the safety of the structure, Contracting Officer will direct Contractor to take cores from portions of the structure. Use results from cores tested by the Contractor retained testing agency to analyze structure.
4. If strength of core drilled specimens falls below 85 percent of minimum value given in Table I, Contracting Officer will order load tests, made by Contractor retained testing agency, on portions of building so affected. Load tests in accordance with ACI 318 and criteria of acceptability of concrete under test as given therein.
5. Concrete work, judged inadequate by structural analysis, by results of load test, or for any reason, shall be reinforced with additional construction or replaced, if directed by the Contracting Officer.

**2.3 BATCHING AND MIXING:**

- A. General: Concrete shall be "Ready-Mixed" and comply with ACI 318 and ASTM C94, except as specified. Batch mixing at the site is permitted. Mixing process and equipment will be approved by Contracting Officer. With each batch of concrete, furnish certified delivery tickets listing information in Paragraph 16.1 and 16.2 of ASTM C94. Maximum delivery temperature of concrete is 38<sup>0</sup>C (100 degrees Fahrenheit). Minimum delivery temperature as follows:

| Atmospheric Temperature   | Minimum Concrete Temperature   |
|---|--------------------------------|
| -1. degrees to 4.4 degrees C<br>(30 degrees to 40 degrees F)    | 15.6 degrees C (60 degrees F.) |
| -17 degrees C to -1.1 degrees C (0<br>degrees to 30 degrees F.) | 21 degrees C (70 degrees F.)   |

1. Services of aggregate manufacturer's representative shall be furnished during the design of trial mixes and as requested by the Contracting Officer for consultation during batching, mixing, and placing operations of lightweight structural concrete. Services shall be required until field controls indicate that concrete of required quality is being furnished. Representative shall be thoroughly

familiar with the structural lightweight aggregate, adjustment and control of mixes to produce concrete of required quality. Representative shall assist and advise Contracting Officer.

### **PART 3 – EXECUTION**

#### **3.1 PLACING REINFORCEMENT:**

- A. General: Details of concrete reinforcement in accordance with ACI 318 and ACI 315, unless otherwise shown.
- B. Placing: Place reinforcement conforming to CRSI DA4, unless otherwise shown.
  - 1. Place reinforcing bars accurately and tie securely at intersections and splices with 1.6 mm (16 gauge) black annealed wire. Secure reinforcing bars against displacement during the placing of concrete by spacers, chairs, or other similar supports. Portions of supports, spacers, and chairs in contact with formwork shall be made of plastic in areas that shall be exposed when building is occupied. Type, number, and spacing of supports conform to ACI 315.
- C. Spacing: Minimum clear distances between parallel bars, except in columns and multiple layers of bars in beams shall be equal to nominal diameter of bars. Minimum clear spacing is 25 mm (1 inch) or 1-1/3 times maximum size of coarse aggregate.
- D. Splicing: Splices of reinforcement made only as required or shown or specified. Accomplish splicing as follows:
  - 1. Lap splices: Do not use lap splices for bars larger than Number 36 (Number 11).
  - 2. Welded splices: Splicing by butt-welding of reinforcement permitted providing the weld develops in tension at least 125 percent of the yield strength ( $f_y$ ) for the bars. Welding conform to the requirements of AWS D1.4. Welded reinforcing steel conform to the chemical analysis requirements of AWS D1.4.
    - a. Submit test reports indicating the chemical analysis to establish weldability of reinforcing steel.
    - b. Submit a field quality control procedure to insure proper inspection, materials and welding procedure for welded splices.

- c. Department of Veterans Affairs retained testing agency shall test a minimum of three splices, for compliance, locations selected by Contracting Officer.
- 3. Mechanical Splices: Develop in tension and compression at least 125 percent of the yield strength (fy) of the bars. Stresses of transition splices between two reinforcing bar sizes based on area of smaller bar. Provide mechanical splices at locations indicated. Use approved exothermic, tapered threaded coupling, or swaged and threaded sleeve. Exposed threads and swaging in the field not permitted.
  - a. Initial qualification: In the presence of Contracting Officer, make three test mechanical splices of each bar size proposed to be spliced. Department of Veterans Affairs retained testing laboratory will perform load test.
  - b. During installation: Furnish, at no additional cost to the Government, one companion (sister) splice for every 50 splices for load testing. Department of Veterans Affairs retained testing laboratory will perform the load test.
- E. Bending: Bend bars cold, unless otherwise approved. Do not field bend bars partially embedded in concrete, except when approved by Contracting Officer.
- F. Cleaning: Metal reinforcement, at time concrete is placed, shall be free from loose flaky rust, mud, oil, or similar coatings that shall reduce bond.
- G. Future Bonding: Protect exposed reinforcement bars intended for bonding with future work by wrapping with felt and coating felt with a bituminous compound unless otherwise shown.

### **3.2 PLACING CONCRETE:**

- A. Preparation:
  - 1. Remove hardened concrete, wood chips, shavings and other debris from forms.
  - 2. Remove hardened concrete and foreign materials from interior surfaces of mixing and conveying equipment.
  - 3. Have forms and reinforcement inspected and approved by Contracting Officer before depositing concrete.

4. Provide runways for wheeling equipment to convey concrete to point of deposit. Keep equipment on runways which are not supported by or bear on reinforcement. Provide similar runways for protection of vapor barrier on coarse fill.
- B. Bonding: Before depositing new concrete on or against concrete which has been set, thoroughly roughen and clean existing surfaces of laitance, foreign matter, and loose particles.
1. Preparing surface for applied topping:
    - a. Remove laitance, mortar, oil, grease, paint, or other foreign material by sand blasting. Clean with vacuum type equipment to remove sand and other loose material.
    - b. Broom clean and keep base slab wet for at least four hours before topping is applied.
    - c. Use a thin coat of one part Portland cement, 1.5 parts fine sand, bonding admixture; and water at a 50: 50 ratio and mix to achieve the consistency of thick paint. Apply to a damp base slab by scrubbing with a stiff fiber brush. New concrete shall be placed while the bonding grout is still tacky.
- C. Conveying Concrete: Convey concrete from mixer to final place of deposit by a method which shall prevent segregation. Method of conveying concrete subject to approval of Contracting Officer.
- D. Placing: For special requirements see Paragraphs, HOT WEATHER and COLD WEATHER.
1. Do not place concrete when weather conditions prevent proper placement and consolidation, or when concrete has attained its initial set, or has contained its water or cement content more than 1 1/2 hours.
  2. Deposit concrete in forms as near as practicable in its final position. Prevent splashing of forms or reinforcement with concrete in advance of placing concrete.
  3. Do not drop concrete freely more than 3000 mm (10 feet) for concrete containing the high-range water-reducing admixture (super plasticizer) or 1500 mm (5 feet) for conventional concrete. Where greater drops are required, use a tremie or flexible spout (canvas elephant trunk), attached to a suitable hopper.



4. Discharge contents of tremies or flexible spouts in horizontal layers not exceeding 500 mm (20 inches) in thickness, and space tremies such as to provide a minimum of lateral movement of concrete.
5. Continuously place concrete until an entire unit between construction joints is placed. Rate and method of placing concrete shall be such that no concrete between construction joints shall be deposited upon or against partly set concrete, after its initial set has taken place, or after 45 minutes of elapsed time during concrete placement.
6. On bottom of members with severe congestion of reinforcement, deposit 25 mm (1 inch) layer of flowing concrete containing the specified high-range water-reducing admixture (super plasticizer). Successive concrete lifts shall be a continuation of this concrete or concrete with a conventional slump.
7. Concrete on metal deck:
  - a. Concrete on metal deck shall be minimum thickness shown. Allow for deflection of steel beams and metal deck under the weight of wet concrete in calculating concrete quantities for slab.
    - 1) The Contractor shall become familiar with deflection characteristics of structural frame to include proper amount of additional concrete due to beam/deck deflection.
- E. Consolidation: Conform to ACI 309. Immediately after depositing, spade concrete next to forms, work around reinforcement and into angles of forms, tamp lightly by hand, and compact with mechanical vibrator applied directly into concrete at approximately 450 mm (18 inch) intervals. Mechanical vibrator shall be power driven, hand operated type with minimum frequency of 5000 cycles per minute having an intensity sufficient to cause flow or settlement of concrete into place. Vibrate concrete to produce thorough compaction, complete embedment of reinforcement and concrete of uniform and maximum density without segregation of mix. Do not transport concrete in forms by vibration.
  1. Use of form vibration shall be approved only when concrete sections are too thin or too inaccessible for use of internal vibration.
  2. Carry on vibration continuously with placing of concrete. Do not insert vibrator into concrete that has begun to set.

**3.3 HOT WEATHER:**

Follow the recommendations of ACI 305 or as specified to prevent problems in the manufacturing, placing, and curing of concrete that can adversely affect the properties and serviceability of the hardened concrete. Methods proposed for cooling materials and arrangements for protecting concrete shall be made in advance of concrete placement and approved by Contracting Officer.

**3.4 COLD WEATHER:**

Follow the recommendations of ACI 306 or as specified to prevent freezing of concrete and to permit concrete to gain strength properly. Use only the specified non-corrosive, non-chloride accelerator. Do not use calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions. Methods proposed for heating materials and arrangements for protecting concrete shall be made in advance of concrete placement and approved by Contracting Officer.

**3.5 PROTECTION AND CURING:**

- A. Conform to ACI 308: Initial curing shall immediately follow the finishing operation. Protect exposed surfaces of concrete from premature drying, wash by rain and running water, wind, mechanical injury, and excessively hot or cold temperatures. Keep concrete not covered with membrane or other curing material continuously wet for at least 7 days after placing, except wet curing period for high-early-strength concrete shall be not less than 3 days. Keep wood forms continuously wet to prevent moisture loss until forms are removed. Cure exposed concrete surfaces as described below. Other curing methods shall be used if approved by Contracting Officer.
1. Liquid curing and sealing compounds: Apply by power-driven spray or roller in accordance with the manufacturer's instructions. Apply immediately after finishing. Maximum coverage 10m<sup>2</sup>/L (400 square feet per gallon) on steel troweled surfaces and 7.5m<sup>2</sup>/L (300 square feet per gallon) on floated or broomed surfaces for the curing/sealing compound.
  2. Plastic sheets: Apply as soon as concrete has hardened sufficiently to prevent surface damage. Utilize widest practical width sheet and overlap adjacent sheets 50 mm (2 inches). Tightly seal joints with tape.
  3. Paper: Utilize widest practical width paper and overlap adjacent sheets 50 mm (2 inches). Tightly seal joints with sand, wood planks, pressure-sensitive tape, mastic or glue.

### **3.6 CONCRETE SURFACE PREPARATION:**

- A. Metal Removal: Unnecessary metal items cut back flush with face of concrete members.
  
- B. Patching: Maintain curing and start patching as soon as forms are removed. Do not apply curing compounds to concrete surfaces requiring patching until patching is completed. Use cement mortar for patching of same composition as that used in concrete. Use white or gray Portland cement as necessary to obtain finish color matching surrounding concrete. Thoroughly clean areas to be patched. Cut out honeycombed or otherwise defective areas to solid concrete to a depth of not less than 25 mm (1 inch). Cut edge perpendicular to surface of concrete. Saturate with water area to be patched, and at least 150 mm (6 inches) surrounding before placing patching mortar. Give area to be patched a brush coat of cement grout followed immediately by patching mortar. Cement grout composed of one part Portland cement, 1.5 parts fine sand, bonding admixture, and water at a 50:50 ratio, mix to achieve consistency of thick paint. Mix patching mortar approximately 1 hour before placing and remix occasionally during this period without addition of water. Compact mortar into place and screed slightly higher than surrounding surface. After initial shrinkage has occurred, finish to match color and texture of adjoining surfaces. Cure patches as specified for other concrete. Fill form tie holes which extend entirely through walls from unexposed face by means of a pressure gun or other suitable device to force mortar through wall. Wipe excess mortar off exposed face with a cloth.
  
- C. Upon removal of forms, clean vertical concrete surface that is to receive bonded applied cementitious application with wire brushes or by sand blasting to remove unset material, laitance, and loose particles to expose aggregates to provide a clean, firm, granular surface for bond of applied finish.

### **3.7 CONCRETE FINISHES:**

- A. Concrete surfaces shall not require additional finishing.

ATTACHMENT I - HEADSTONE ALIGNMENT & CLEANING SPECIFICATIONS

I.1 HEADSTONE REMOVAL, RESETTING, AND BACKFILL REQUIREMENTS:

WORK OVERVIEW

- (i) This section outlines Headstone / Unknown Marker Removal, Resetting and Backfill services, defined as: work consisting of extracting, resetting, aligning, backfilling, and compacting at headstones that are to be reset in the new Marker Grid Support System, as well as inventorying and assuring accurate placement on gravesites at the Seven Pines National Cemetery.
- (ii) The Contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, transportation and personnel, to provide the services defined herein.

**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**

(b) 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 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.

(c) Prior to the completion of each work day, a Daily Headstone/Marker Raise & Realign Verification Survey 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.

(d) 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.

(e) 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.

(f) HEADSTONE REMOVAL

- (i) Standard marble headstones are approximately 42 inches long, 13 inches wide, and 4 inches thick, approximate weight: 230 pounds. Unknown markers are six inches square and thirty inches long.
- (ii) Removal of the concrete collar (if applicable) from the Headstone shall be performed according to the following Government specified procedure:
  - Excavate the Headstone to sufficient depth to fully expose the top of the collar.
  - Pre-drill each collar in at least two locations, at opposite ends, 8" deep with a 1/2" drill bit.
  - Crack collar in half with a lightweight jackhammer using a 4" spade bit. The jackhammer should be placed as close as possible to the Headstone's front face at a slight angle from vertical.
  - Lift the Headstone from the ground.
  - The contractor shall not attempt to remove the Headstone from the ground while the collar is still attached. Any Headstone broken as a result of not following the specified procedure shall be replaced at the contractor's expense.
  - If this procedure damages or breaks any headstone, stop work on removing any more headstones and notify the Contracting Officer immediately for direction.
- (iii) Headstones without concrete collars shall be removed from their sockets by using wooden, and or metal clamps. If metal clamps are used the area that contacts the headstone must be protected with a rigid fabric that shall prevent damage to, and marking of, the headstone. Clamps shall 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. (Note: In areas where smaller than standard size headstones may occur, coordinate specified measurements and dimensions of required work with COTR)

## (g) HEADSTONE ALIGNMENT:

- (i) The measurements between rows of headstones and headstones within each row may differ from one section to the next, discuss with COTR where this is found to occur. These measurements shall be adhered to as closely as possible. Some variances may be allowed in order to keep a uniform appearance of headstones being aligned. Headstones shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps, existing permanent control markers where available, and temporary contractor installed control markers accurately and precisely installed at the ends of each gravesite row
- (ii) The alignment crew starts on a row of headstones and headstones are chosen to be "key" stones. These keystones are ones that are visibly in line with the majority of the rest of the headstones in the row, and are as close as possible to the proper measurements for that section of headstones. "Key" stones shall be chosen and utilized at a maximum of every 10th headstone (or more frequently in areas of rolling terrain). These keystones shall then 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.
- (iii) Heavy strings or lines shall run along the backs, sides, and tops of these keystones. These lines shall be marked with the proper measurements- (size of section) for the section being aligned. All remaining headstones in the row shall then be aligned along the strings front to back and side-to-side even with the measured marks on the line. Each headstone shall also be raised or lowered as necessary to ensure a uniform measurement of 24-26 inches above topsoil level. Each headstone shall be 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.
- (iv) Between 1873 and 1903, a block of marble or durable stone six inches square and 30 inches long was used to mark graves of the unknown dead. These 6" x 6" markers were to be set so that 12 inches of the marker was aboveground. All unknown markers are to be reset in the concrete support marker so that 12 inches of the unknown marker are aboveground.
- (v) At the start of work in each burial section, the first row of reset/realigned headstones in each burial section will be inspected by COTR 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 COTR. It is the Contractors responsibility to notify the COTR 24 hours in advance of when each of these inspections will be needed.

- (vi) 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 shall be repeated for each row of headstones. Headstones in all completed work areas shall be firmly set and anchored in place with no movement from forces subjected by the COTR. Leveling sand shall be placed and compacted between the Headstone and Headstone support block to secure the Headstone in alignment.
  
- (vii) Any headstones broken or damaged by the Contractor shall be reported to the Cemetery Administrator or COTR 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 shall be coordinated with the COTR. 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 COTR.
  
- (viii) All measurements and string line set ups/row layouts shall be taken from existing established burial section layout control point grid monuments when these are available, not from previously set headstones, unless otherwise directed by the COTR. Prior to starting work in each burial section, coordinate the correct grid control monument and grave row/grave spacing layout dimensioning requirements with COTR. 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. The completed headstones in all soil and terrain conditions shall be anchored firmly in place so that the headstones are rigid with no give or play.
  
- (ix) Contractor shall inspect and measure each headstone when removed and document any headstones greater in length than the standard 42". At the contractor's option and at no additional cost to the Government, the contractor can either adjust the depth of the footing to accommodate the longer headstone(s) or cut the headstone to the standard length of 42". Cutting to size shall be accomplished locally.

## I.2 HEADSTONE CLEANING:

### CLEANING OF UPRIGHT HEADSTONES:

- (i) All temporary markers, floral, commemorative or other types of decorations (arrangements) causing interference with the cleaning of upright headstones /markers will be carefully and orderly moved from and upon completion of the cleaning of the headstones / markers, moved back to the gravesite by the Contractor.
  
- (ii) Cleaning Techniques will demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, and 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:
  - (1) As of June 2012, D/2 Biological Solution is the only authorized cleaner of marble headstones and markers at national cemeteries. General background on the use of this product can be found at the following website, but information in that report shall not be submitted for requirements in the contract: <http://ncptt.nps.gov/wp-content/uploads/Best-Practices-Final.pdf>.
  
  - (2) 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”.
  
  - (3) 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.
  
  - (4) 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.
  
  - (5) Rinsing: Thoroughly rinse the headstone or marker surface using clean, clear water under low pressure or without pressure.
  
  - (6) 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.



- (7) 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.

(iii) APPLICATION OF D/2 BIOLOGICAL SOLUTION

- (1) After wetting the headstone or marker in accordance with paragraph (ii) above, apply a heavy spray application of "undiluted D2 Biological Solution" cleaner to all sides of the headstone. Do not dilute the cleaner with water.
- (2) Allow D/2 to soak into the stone for 20-30 minutes. Then rinse the product from all headstone or marker surface using clean, clear water under low pressure or without pressure.
- (3) The effect of using D/2 Biological Solution will not be immediate. It will take 2 to 3 weeks for the full appearance of a clean stone to become apparent. For this reason, re treatment should not occur within (3) three weeks of the first cleaning and only with the concurrence of the COTR.
- (4) Headstones that have been cleaned but become marked, discolored, dirt covered, or muddied due to subsequent contract work including but not limited to turf reestablishment issues will be re rinsed and scrubbed at no additional cost to the government. Headstones that become discolored, dirt covered, or muddied etcetera after initial cleaning has been completed but prior to overall project completion will be re cleaned at no additional cost to the government. All headstones are to be clean at the time of project completion final inspection.
- (5) The end-result of this service is that the Contractor will provide the Government "CLEAN" headstones/markers. The definition of clean is listed above in paragraph A.5.1 - Headstone Cleaning General Information.

I.3 WARRANTY:

- (a) The Contractor is to warranty all work for a period of one (1) year after final acceptance by the government, unless normal accepted commercial practice specifies differently.

(b) Any headstone adjust, realign, reset, and/or backfill workmanship that does not meet the specified requirements (including specified tolerance requirements) before the end of this guaranty period is to be reworked, adjusted, and corrected by Contractor at no additional cost to the government.

(c) Work performed under the warranty shall be corrected within ten (10) workdays from receipt of notification or as directed by the COTR.

ATTACHMENT J- SITE SURVEY

**GENERAL:** The contractor shall perform all surveying services necessary to provide a headstone location/elevation and topographic survey of existing at the Seven Pines National Cemetery, Sandston, Virginia (Cemetery). This survey shall form the basis for developing the final grade and installing the headstone support footing at the proper elevations in order to achieve proper headstone alignment.

**J.1 PROJECT LIMITS:** The area to be surveyed shall include the all sections or portions thereof, at the Seven Pines National Cemetery that are to be renovated as part of this contract. Unless indicated on the plan or approved by the Contracting Officer (CO), the survey limits shall extend to a minimum of 20 feet beyond the sections being renovated. The survey shall locate each headstone (Upright or Flat) and unknown marker and record the position and elevation, and the contour of the grade.

**J.2 SUBMITTAL REQUIREMENTS:** The Contractor shall submit the following to the MSN I Engineer according to the project schedule:

- (a) An electronic copy of existing conditions: Headstone layout in reference to control monumentation, existing headstone elevations and existing topographic survey based on spot elevations.
- (b) New Headstone Elevations and finished grading plan: Based on the survey of existing headstone elevation and topographic survey, the contractor shall develop and submit for approval a final headstone elevation plan and finished grade elevation plan.

**J.3 SPECIFICATIONS FOR HEADSTONE AND TOPOGRAPHIC SURVEY:**

- (a) Contour Interval: Contours shall be indicated by broken lines, drawn at one-foot intervals, or otherwise approved or required interval.
- (b) Spot Elevations: Spot elevations shall be provided on an approximate 50 foot minimum grid pattern, and at all other appropriate locations where site features, structures, or utilities require greater-detail to illustrate existing conditions. Provide spot elevations at the top and bottom of abrupt changes in grade.

## ATTACHMENT K - SURFACE RENOVATION &amp; TURF GRASS RE-ESTABLISHMENT

K.1 Turf Renovation with Sod:

(a) General: Soil samples shall be collected from each section and be submitted to a certified soil-testing laboratory two to three weeks prior to the intended re-sodding operation to determine fertility and pH adjustment requirements. The results shall be provided to the COTR for review and approval.

(i) Existing turf and weeds shall be killed, removed and replaced with new sod.

(ii) The area shall be expertly graded and re-sodded resulting in a uniform stand of turf, high quality in appearance, with the tops of all upright headstones 24 inches above the soil or to a measurement as directed by the COTR.

(iii) Physical Limits of Turf Work: New sod shall be installed to the full extent of the section, or part thereof, up to the boundary limits as defined by the curbs, trees or garden edge, fence, property line or mid-way between two sections. See specifications for grading, soil preparation and placing of sod.

(b) Vegetation Removal: After the preparatory mowings, the entire vegetated area shall be sprayed with a non-selective herbicide (Round up or equivalent).

(i) Application rate shall be at the maximum label recommended rate for the complete elimination of the existing turfgrass and weeds. Product label instructions shall be followed for elapsed time before moving to the next procedure to allow the herbicide to fully affect the plant material. This is normally no sooner than 7-10 days after the herbicide application has taken place.

(ii) The area shall then be irrigated to force the growth of any remaining plant material. When there is sufficient regrowth, the area shall be retreated with the non-selective herbicide, again following the product label directions for time to elapse for the herbicide to fully affect the plants, before the start of tillage.

(iii) Dead plant debris shall be removed or ground up to no larger than ½ inch and tilled to a depth of no less than 8 inches.

(c) Lines and Grades: Area shall be tilled, graded and compacted to a level to provide a smooth and flowing transition through uneven terrain and to avoid any appearance of layering of soil. Contractor shall use a laser level or similar device to maintain grade lines.

- (i) Contractor shall establish lines and grades for approval by COTR or designee. Grades shall conform to elevations to provide a smooth transition at curbs, trees, planters and uninterrupted drainage flow into existing drains, and to prevent any “scalping” of the new turfgrass when mowed.
- (ii) Contractor shall request COTR approval of lines and grades. Contractor shall be responsible for any additional cut and/or fill required to ensure that the site is graded to conform to elevations as determined by the COTR.
- (iii) The areas within the drip lines of existing trees shall not be tilled at a depth greater than three inches or backfilled not to exceed two inches from existing grades, or as approved by the COTR. Any damage to tree roots shall be avoided.
- (iv) Contractor shall protect all trees, shrubs and plants. Plant material damaged, weakened or killed during the renovation shall be replaced with its equivalent. Exceptions will be approved by the COTR.

(d) Filling and Back filling: Contractor shall not fill/backfill until all foreign materials have been removed from the excavation. For fill and backfill use excavated materials and/ or Contractor furnished topsoil as applicable. Contractor shall not use unsuitable excavated materials (clay, sticks, rocks, concrete, plant material etc). Soil excavated from the work area shall be acceptable, providing it meets the criteria as stated in section f. “Topsoil” below. (Note: Contractor shall till killed grass and weed material back into the soil in place of removing from site. However, if this is done, the contractor shall be responsible for removing any and all weeds and grasses not of the same variety of that which was specified and approved for a period of 6 months.)

(e) Compaction: Compact with approved tamping rollers, sheepsfoot rollers, pneumatic tired rollers, steel wheeled rollers, or other approved equipment (hand or mechanized) well suited to soil being compacted. Do not operate mechanized vibratory compaction equipment, which may damage existing liners or caskets. The Contractor shall not operate trucks, tractors, and other heavy equipment in excess of five tons on any turf area except when authorized in writing by the COTR(s). Sub-terrain shall be thoroughly tamped to prevent further sinkage but the soil shall not be compacted to the degree that it prevents the growth of healthy turf.

(f) Topsoil: Topsoil shall be of uniform quality, natural, friable, and compatible in texture with the existing soil to prevent a perched water table. Topsoil shall be free of: foreign matter; objects larger than 15 mm. in any dimension; toxic substances; weed seeds, any material or substances that may be harmful to plant growth, and shall be of the proper PH to produce healthy, high quality turf. The Contractor shall be responsible for control of any weeds during the maintenance period. When used for fill to bring the area to the correct grade, proper soil management techniques shall be used to prevent excessive soil compaction and/or a perched water table that shall result in poor turf growth.

(g) Apply Fertilizer, Final Grading: The area shall be expertly graded and re-sodded to result in a uniform stand of turf, high quality in appearance.

- (i) Fertilizer and any other soil amendments essential for healthy turf growth (The fertilizer /amendment application shall be high in phosphorous and provide no greater than 1 pound of Nitrogen and at least 1 pound of Phosphorous per 1,000 square feet. Typical analysis are 10-20-10, 5-20-10, 5-10-5 ) shall be roto-tilled into the soil to a depth of at least 3 inches to uniformly mix fertilizer, soil amendments and topsoil as part of the finish grading operation.
- (ii) Restore the soil to an even condition before laying sod by rolling with a standard turfgrass roller filled with water. Two applications of fertilizers are required, one prior to sod placement and one after the first mowing.
- (iii) The finished bed shall be fine in texture and firmly compacted and free of any plant or other debris greater than ½ inches. All irregularities in the finished surface shall be corrected to eliminate depressions and high spots. All finished topsoil areas shall be protected from damage from vehicular or pedestrian traffic.
- (iv) The Contractor shall Install and maintain erosion control and storm water pollution prevention material/methods to meet Federal, State, and local requirements. Contractor shall comply with all applicable Federal, State, and local environmental laws and regulations.
- (v) Valve boxes, sprinkler heads and related irrigation components are to be adjusted to the final grade.
- (vi) Complete turf renovation only after areas are brought to the final grade as approved by the COTR.

(h) Sod Specifications: Sod shall be produced from Blue Tag certified seed and State of Virginia certified. The composition of the grass species in the sod shall be a mix of 100% Turf Type Tall Fescue, that contains a blend of at least 3 regionally adapted cultivars. The sod shall be weed-free.

- (i) Prior to delivery of sod, the COTR(s) will inspect the work area. Any discrepancies in the ground preparation shall be corrected prior to the laying of sod in the work area. Prior to installation of the sod, the COTR will have the right to inspect and to assess the acceptability and quality of the proposed sod. The COTR will have the right to reject poor quality sod before installation.
- (ii) The sod shall be cut in rolls with the width not varying more than 0.5 inch and should be no more than 0.75 to 1 inch thick to ensure easier installation and a uniform appearance and shall be delivered to the work site the same day of installation. Contractor shall make all necessary arrangements to protect delivered sod from excessive drying and wind damage. Any sod that shows signs of yellow leaves,

straw color or signs of mold or mildew may indicate that the sod has remained stacked or on pallets too long, has reduced vigor and may establish poorly. This sod shall be rejected for installation by the project COTR. Sod shall be laid in rolls expeditiously without interruption, until the work area is completely sodded. Sod shall be cut and fitted around all headstones and other obstructions, butted tightly together while not overlapping. The Contractor shall also stagger the joints of each piece when installing to help keep the sod stable. In order to stabilize sod on any slopes or hills during the rooting process and to eliminate the chances of erosion, the Contractor shall use sod pins in adequate amounts during sod installation to secure the sod until rooting has taken place. All sod shall be rolled by the Contractor to smooth the surface and bring the bottom of the sod layer into proper contact with the soil surface.

(iii) As sod is a living turf with a limited root system, the Contractor shall make sure to keep the soil bed and sod moist until a new root system develops. The sod shall be watered within 20-30 minutes of installation with a thorough irrigation to a six inch depth to keep the sod adequately moist. Until the root system of the new sod begins to develop the sod shall need to be irrigated often enough to keep the sod pad moist. This shall require irrigating 0.25 inch per day for the first week after the installation. After the root system has developed, the Contractor can reduce the irrigation frequency and irrigate to a depth of 4 to 6 inches every 3-4 days depending on current temperature and weather conditions.

(i) Irrigation Systems: After installation of sod, Contractor shall ensure that all irrigation heads, control boxes, and related components are at finished grade, aligned correctly and in proper working order (if applicable). Any damage to the irrigation system caused by the Contractor shall be repaired by the Contractor in a timely manner to prevent loss of sod at no cost to the Government.

(j) Installed Irrigation Systems (If Applicable): Cemetery personnel will test and demonstrate to the Contractor all irrigation systems and hardware prior to the start of work in any area. This inspection shall be documented in the weekly work report. The Contractor shall remove store and cap the irrigation heads while work is in progress. The Contractor shall replace irrigation heads at ground level consistent with finish grade and in correct alignment, make all adjustments, repairs or corrections required to complete the renovation; ensuring all irrigation lines are free of foreign matter and return the irrigation system and hardware to a level which shall correctly water new and existing vegetation.

(k) Requests to Irrigate: Requests to irrigate newly placed sod, to include amount and frequency, shall be made to and approved by the Cemetery Director, or her designee. Access to and programming of the irrigation control boxes will be performed by cemetery personnel at the direction of the Cemetery Director or designee. Contractor shall not manually override the electronic irrigation control system unless specifically authorized to do so by the Cemetery Director, or her designee.

(l) Erosion, Particulate Matter Control and Storm Water Run Off: Contractor shall Install and maintain erosion control material/methods to meet Federal, State, and local requirements. Copies of these requirements will be reviewed by contacting the COTR(s). As necessary, the Contractor shall install measures including, but not limited to, sedimentation fences and protection of storm drain inlets. Contractor shall is solely responsible to

meet with all Federal, State and local requirements for air quality, dust and particulate matter control. The Contractor shall be fully responsible for the control of any dust carried by the wind and shall take the appropriate preventative measures.

K.2 Turf Establishment Period:

(a) The Establishment Period for turf shall begin immediately after complete sodding of a section(s) with the approval of the COTR or designee, and continue for 60 days, at which time the Government will perform the final "turf inspection" and acceptance for that particular section(s). For example, if sod in section 1A is installed on April 10th then the Contractor is required to water the sod as needed to maintain its overall health and vigor until June 10th.

(b) During the 60 days Turf Establishment Period, the Contractor shall:

(i) Eradicate all weeds. Fertilize, re-sod, and perform any other operation necessary to promote the growth of uniform, healthy, high quality turf. The Contractor shall irrigate to keep the sod moist and healthy to promote rooting but shall be also responsible to carefully conserve water.

(ii) Replant areas void of turf 1/2 ft<sup>2</sup> (one –half square foot) and larger in area.

(iii) Begin mowing with newly sharpened mower blades when grass is 100 mm (4 inches) high to a height of 65 mm (2-1/2 inch to 3 inches) and maintain the turf at that height. Never remove more than 1/3 the leaf surface in a single mowing.

(iv) Turf shall also be trimmed around the headstones and markers to the same height of the surrounding turf without scalping.

K.3 Clean Up and Repair Of Damaged Areas:

(a) Upon completion of the work, the Contractor shall remove all debris, rubbish, and excess material from Cemetery Property.

(b) A temporary storage site shall be provided by the cemetery for short-term storage. Contractor shall provide own storage container for tools, equipment, and materials purchased for performance on this contract. Storage container shall not exceed 22 ft in length and can only be placed where approved by COTR.



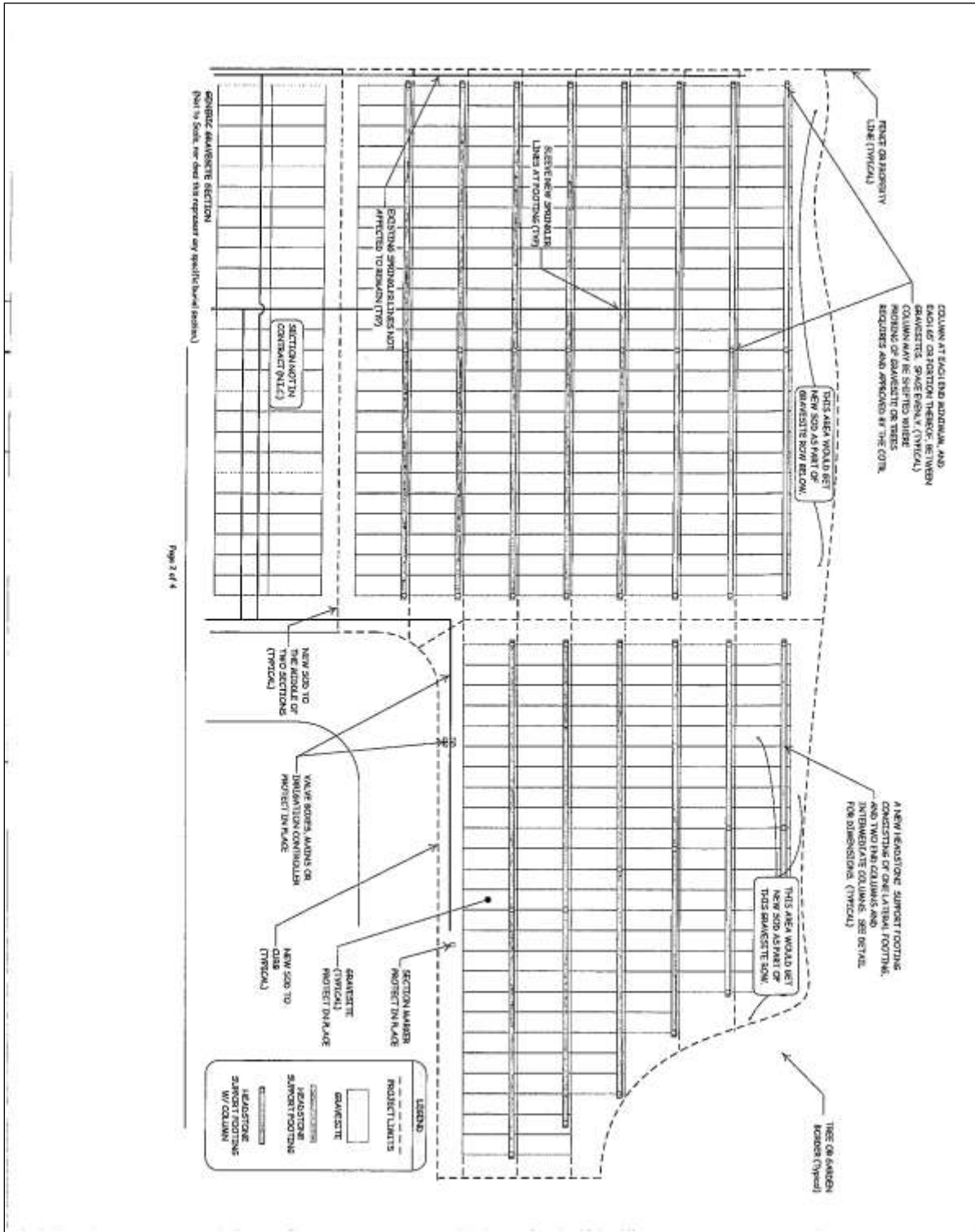
- (c) At the end of each day the Contractor shall remove all debris from the work site to disposal areas. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor shall be removed from paved areas and is kept clear of vehicular and pedestrian traffic throughout the site. The Contractor shall not dispose of organic matter on site. The Contractor shall be fully responsible for disposal of debris. The Government will not provide receptacle(s) for disposal of debris related to this contract. All unsuitable/unusable materials shall be disposed of off station.
  
- (d) Contractors shall be responsible for cleaning any cemetery structures that are soiled or stained as a result of contractor's performance. The Contractor shall wash-down with water all soiled or stained structures and grounds at the end of each workday. No chemicals shall be used during the wash down. The Contractor shall bear all costs associated with washing and cleaning. Any such soiled or stained areas shall be brought to the immediate attention of the COTR(s) prior to washing/cleaning.
  
- (e) In areas where planting and turf work have been completed, clear the area of all debris, spoil piles, and containers. Clear all other paved areas when work in adjacent areas is completed. Remove all debris, rubbish and excess material from the Cemetery.
  
- (f) The contractor and COTR(s) will inspect the trees and shrubbery of a scheduled renovation area prior to the start of the renovation and note all abnormalities or existing conditions. Another inspection will be conducted after the completion of the renovation and the contractor shall make all corrective actions to any noted damage. A licensed arborist shall complete all corrective actions to damaged trees at the Contractor's expense.
  
- (g) Where existing or new turf areas have been damaged or scarred during planting and construction operations, the Contractor shall restore disturbed area to their original condition.

ATTACHMENT L - CONTRACT DRAWINGS

1. Prior to the start of any excavation, perform survey of the section(s) and submit to Contracting Officer & COTR for approval.
2. All existing topography, underground utilities, structures and associated facilities shall be protected from damage. Contractor is to verify all existing structures and facilities and notify engineer of any conflicts or discrepancies prior to starting of work.
3. Contractor shall complete all work for the first three adjacent gravesite rows as identified by the COTR for inspection and approval. Once these rows are accepted, the contractor shall be authorized to begin work on the remaining gravesites. However, no more than ten rows shall be renovated at one time unless approved by the contracting officer in writing.
4. The contractor shall subscribe to all government regulations and shall obtain all necessary public agency permits. The contractor, by using these plans for their work, agree to hold harmless engineer, their employees and agents and against any and all liability, claims, damages and the cost of defense arising out of contractors performance of the work described herein, but not including the sole negligence of the owner, his agents, the engineer, his employees and agents.
5. Stockpiled topsoil which is not replaced during construction shall be removed from the site at the contractor's expense.
6. No burning or incineration of rubbish will be permitted on site.
7. The contractor shall provide for the safe and orderly passage of traffic and pedestrians where his operations abut public thoroughfares and adjacent property. Where roads are closed for construction, the contractor shall provide directional signage of appropriate size and height and placed at the construction boundary fence or as directed by the COTR.
8. Construction operations shall be conducted in such a way as to prevent tracking of mud or soil onto public thoroughfares. At the end of each day, the contractor shall clean up all mud or soil which has been tracked onto public and cemetery streets.
9. Prior to new work the contractor shall field check all dimensions and elevations and verify the location and elevation of existing utility lines and structures within the area of work. Discrepancies shall be reported to the COTR immediately. All field tiles encountered during excavation shall be repaired where practical and promptly reported to the engineer.
10. Before excavating over or adjacent to any existing utilities, notify the owner of such utilities to ensure that protective work will be coordinated and performed by the contractor in accordance with the requirements of the owner of the utility involved. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during this operation. They shall be safeguarded, protected from damage and supported if necessary.

11. All sediment shall be prevented from entering any existing storm drainage system. The contractor shall be responsible for removing sediment resulting from this project from storm sewers and drainage structures.
12. Areas outside the construction limit line impacted by operations of the contractor shall be returned to the state it was found prior to new construction, except where new work is shown.
13. All trees shall be protected to the extent possible from damage to trunks, branches and roots. Cutting of tree roots is allowed to the limits of the trenches where new footing are to be placed.
14. Street paving and curbs shall be protected from damage, and If damaged, shall be replaced promptly in conformance with VA standard specifications in materials and workmanship.
15. Provide smooth vertical curves through high and low points. Provide uniform slopes between new and existing grades. Avoid ridges and depressions.
16. Contractor shall maintain accurate records of all underground utility construction and submit "record" information to engineer for use in preparing "record drawings".
17. Contractor shall be responsible for taking topsoil samples and testing the topsoil to determine necessary additives required for proposed plantings. Landscape contractor shall supply all additives in sufficient quantities to satisfy the recommendations of the testing lab. If topsoil test recommendations conflict with the specifications, landscape contractor shall notify COTR before proceeding with work. Supply copies of lab reports and recommendation to COTR for review.
18. Contractor shall take necessary precautions to prevent injury to all plant materials during digging, handling, planting and maintenance operations.
19. Landscape contractor shall submit detailed maintenance instructions for sod, turf areas and plant materials to the COTR one (1) month prior to the end of the guarantee period.
20. Inspect and test sprinkler system within work area prior to starting any work to verify in working condition. Document and submit to the COTR and Contracting Officer any part not in good working condition. Protect existing sprinkler system. Contractor damage will be repaired by contractor at contractor's expense. Sprinkler lines and heads affected by the placement of the new footing shall be replaced with new. Turn over old sprinkler heads to cemetery. Dispose of old piping. Sleeve footing for new sprinkler piping that crosses footings.
21. The generic gravesite section detail defines and depicts the work area limits of various gravesite rows within a typical gravesite section. It does not depict any particular section at the cemetery.
22. Physical Limits of Turf Work: New sod to be installed to the full extent of the section, or part thereof, up to the boundary limits as defined by the curbs. Tree or garden edge, fence, property line or mid-way between two sections. See specifications for grading, soil preparation and placing of sod.
23. A typical "Headstone Headstone Support Row" includes the headstone support footing, the associated gravesites that particular headstone footing supports and the area out of the turf boundary limits of that particular headstone support row. See typical gravesite section detail.

ATTACHMENT - L.1

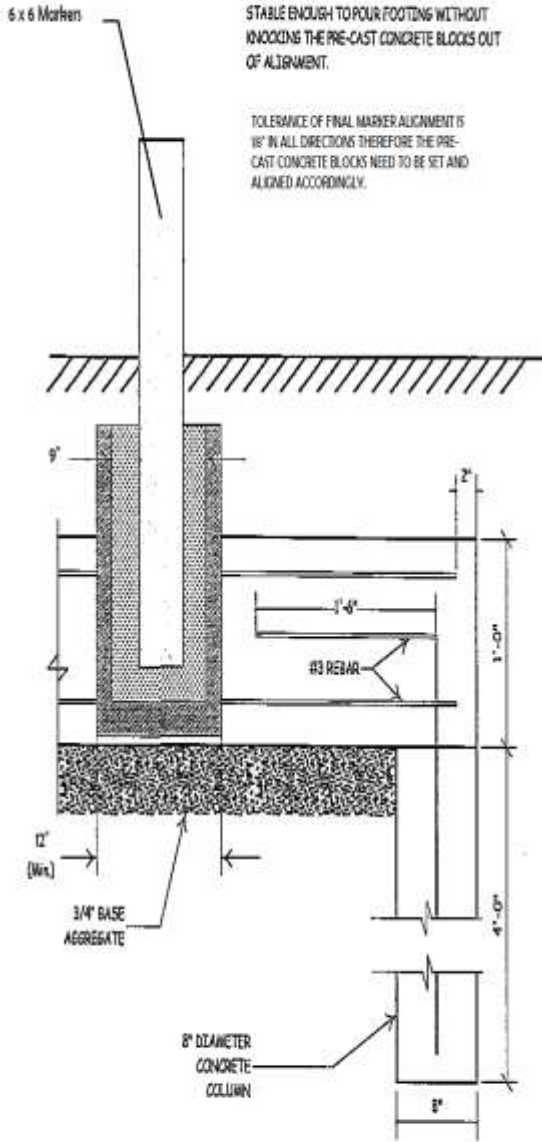




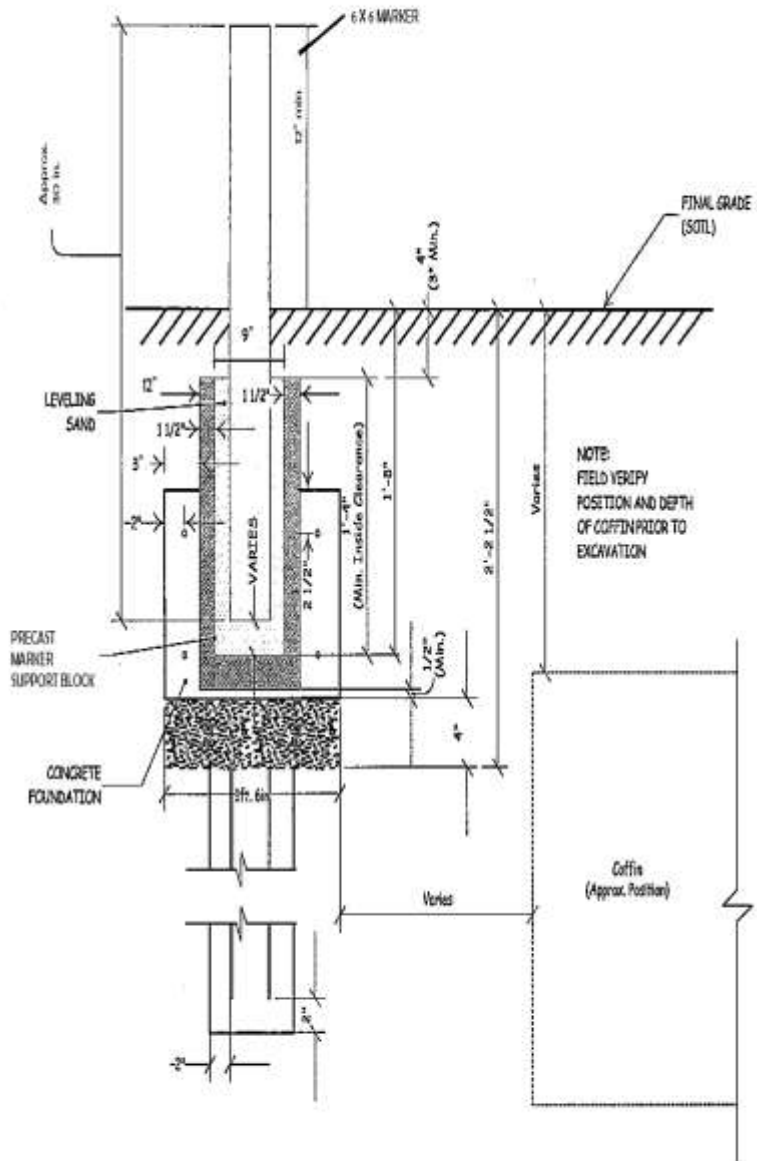
ATTACHMENT – L.3

NOTE: PLACE A THIN CEMENT SLURRY ON TOP OF THE 4" BASE ROCK, SET AND ALIGN PRE-CAST CONCRETE BLOCKS IN SLURRY. LET SET UNTIL STABLE ENOUGH TO POUR FOOTING WITHOUT KNOCKING THE PRE-CAST CONCRETE BLOCKS OUT OF ALIGNMENT.

TOLERANCE OF FINAL MARKER ALIGNMENT IS 1/8" IN ALL DIRECTIONS THEREFORE THE PRE-CAST CONCRETE BLOCKS NEED TO BE SET AND ALIGNED ACCORDINGLY.



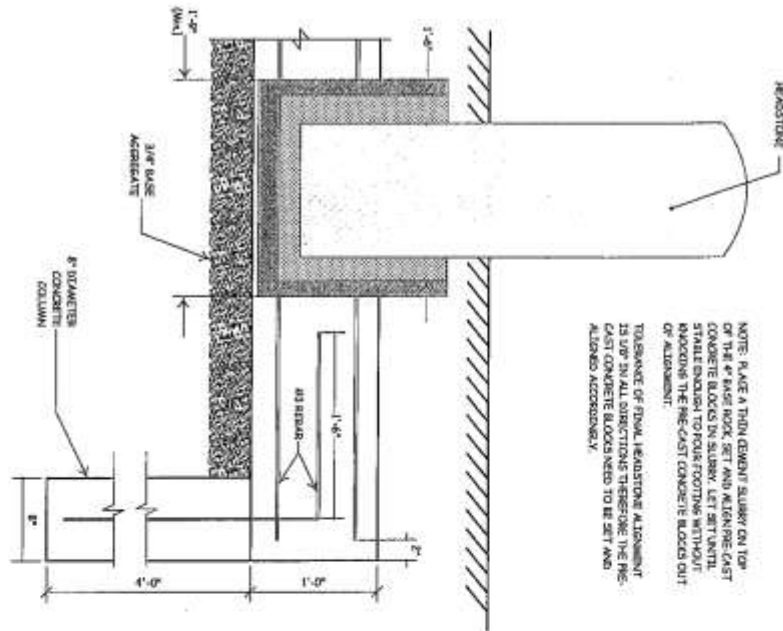
6 X 6 MARKER SUPPORT FOOTING FRONT VIEW



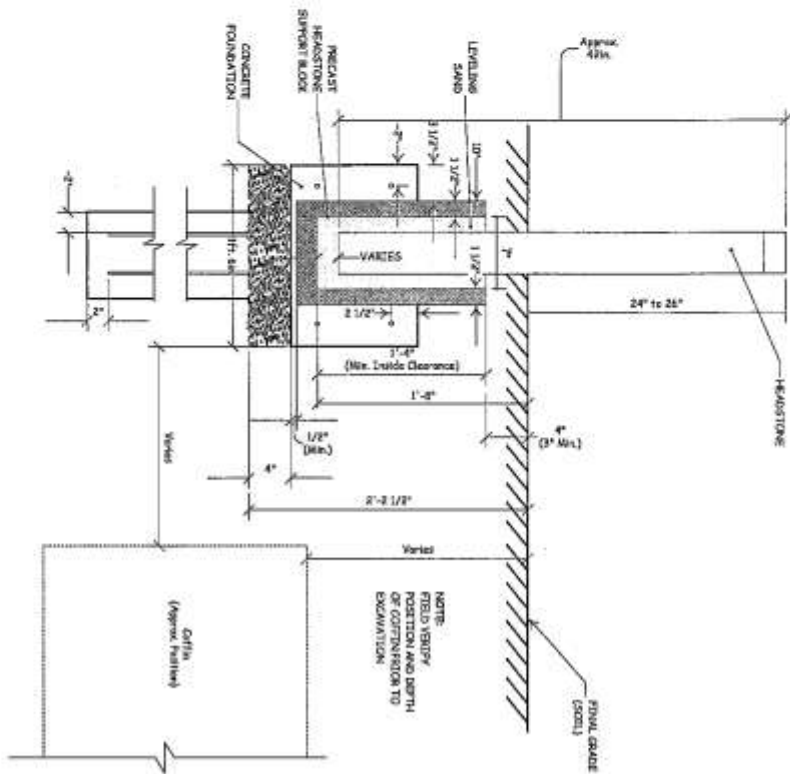
6 X 6 MARKER SUPPORT FOOTING SIDE VIEW

ATTACHMENT – L.4

HEADSTONE SUPPORT FOOTING FRONT VIEW



HEADSTONE SUPPORT FOOTING SIDE VIEW



Page 4 of 4

## SECTION E - SOLICITATION PROVISIONS

### E-1 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.



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

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

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

(End of Provision)

## **E.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)**

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

(i) ASSIST (<http://assist.daps.dla.mil>).

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

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

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

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR

database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

(End of Provision)

#### ADDENDUM to 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:

This solicitation does not commit the Government to award any contractual action for this procurement described herein nor to pay any costs associated with your proposal preparation.

NOTE: If interested parties need any additional questions or require additional clarification, please send in writing to [Susanne.Breeden@va.gov](mailto:Susanne.Breeden@va.gov) by no later than 1:00 P.M. Eastern Standard Time (EST) on 21 February 2013. The Government will NOT address or consider any questions or clarification requests after this date/time. IT IS IMPERATIVE THAT ALL OFFEROR'S READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS SOLICITATION AND ANY/ALL AMENDMENTS ISSUED AGAINST THIS SOLICITATION.

PLEASE DO NOT CONTACT THE GOVERNMENT VIA TELEPHONE, AS THE GOVERNMENT CANNOT ENTERTAIN ANY QUESTIONS/CONCERNS/CLARIFICATIONS REGARDING THIS REQUIREMENT AS IT IS IN A COMPETITIVE ENVIRONMENT.

Proposal Instructions:

1. Technical and price proposals may be sent via e-mail to [Susanne.Breeden@va.gov](mailto:Susanne.Breeden@va.gov) by the specified due date/time reflected on page 1 of the solicitation or may be mailed to the address identified on this page in block 9 (Issued by) to the attention of Susanne Breeden. If interested parties are mailing proposals please ensure that all pages are held together with a binder clip and submit an original plus one copy. Please do not use staples or put proposals in binders. Interested parties shall ensure that blocks 17a, 30a, 30b and 30c are filled out to include filling in the DUNS/TAX numbers. Also, provide an e-mail address.
2. Technical proposals shall not exceed fifteen (15) pages in length and shall be prepared in a 2010 Word document or compatible.
3. Offeror's shall acknowledge any/all amendments that are issued against this solicitation.
4. Offeror's shall complete FAR Provision 52.212-3, Offeror Representations and Certifications-Commercial Items, and indicate whether the Offeror has completed the annual Representations and Certifications electronically at <http://www.orca.bpn.gov>.
5. Offeror's shall submit past performance within the last three (3) years that is relevant or somewhat relevant to the magnitude of effort and complexities this solicitation requires. Provide contract numbers; dollar value of the contract; an e-mail address for the Contracting Officer associated with past performance submittals. See the Statement of Work for a detailed explanation of the scope of this effort. See Attachment 2 – Business Management Questionnaire.
6. Offeror's shall be registered in the System for Award Management (SAM) and shall complete all representations and certifications. Website: <https://www.sam.gov>
7. All Service-Disabled Veteran-Owned Small Business concerns (SDVOSB) shall be registered in the Vetbiz website (<http://www.vip.vetbiz.gov>) to receive consideration as SDVOSB. Failure to register will result in removal from consideration.
8. IT IS THE OFFEROR'S RESPONSIBILITY FOR ENSURING THAT ALL REQUIRED DOCUMENTS ARE RECEIVED ELECTRONICALLY BY THE CONTRACTING OFFICE. NOTE: OFFEROR'S SHALL VERIFY THAT ALL PAGES ARE RECEIVED BY EXAMINING THE SOLICITATION. IF PAGES ARE MISSING OR DUPLICATED, CONTACT SUSANNE BREEDEN BY SENDING AN E-MAIL TO [SUSANNE.BREEDEN@VA.GOV](mailto:SUSANNE.BREEDEN@VA.GOV).

(End of Addendum to 52.212-1)

**E.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

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

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

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

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

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

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

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

a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of Provision)



**E.4 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

#### **E. 5 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 in the following descending order of precedence for award of this contract:

**BASIS FOR AWARD:** The Government intends to make one award to a responsible Contractor as defined in Federal Acquisition Regulation (FAR) sub-Part 9.104. Award may be made without discussions.

The Government intends to award a Firm Fixed Price Contract following FAR Part 12 – Commercial Items.

Award will be made to the Lowest Price Technically Acceptable (LPTA) Offeror. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors. For evaluation purposes the lowest price will be determined by calculating the total price of Contract Line Item Numbers (CLINs) 0001 through 0005 in order to determine a total amount. Price will be evaluated for reasonableness.

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

Offeror's shall also provide a copy of their insurance with their proposal submission, as well as proof of registration as viable SDVOSB.

Technical acceptability will be determined by evaluating the Offeror's technical ability to perform the required services IAW the Statement of Work included in this solicitation. Offeror's shall ensure they demonstrate in their technical proposal submission their ability to perform the required services. A statement, such as, "the Offeror will abide by all contract requirements" is not acceptable for determining technical acceptability. Offeror's shall include in their technical proposal the number of years they have been in business to include their business size standard along with their equipment inventory listing. Offeror's who fail to provide this information may be deemed non-responsive and may not be considered for award.

Offeror's shall provide relevant or somewhat relevant past performance for the services described in the Statement of Work that is included in this solicitation. See 52.212-1 ADDENDUM for additional proposal instructions.

Technical and past performance, when combined – Not Applicable when using LPTA

(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.6 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) *Sanctioned activities relating to Iran.*

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

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

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

(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.

(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)

**E.7 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)**

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

**E.8 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION (Dec 2012)**

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

"Person"--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) 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; and

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

#### **E.9 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

#### **E.10 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Robelto Joshua, Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs  
NCA Contracting Service  
75 Barrett Heights Rd. Suite 309  
Stafford VA 22556

Mailing Address:

Department of Veterans Affairs

NCA Contracting Service  
75 Barrett Heights Rd. Suite 309  
Stafford VA 22556

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

(End of Provision)

**E.11 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

**E.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

**E.13 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)