SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER
F369154-26-2000001

PAGE 1 OF 278

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
36C78626Q50185

6. SOLICITATION ISSUE DATE
06/01/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Roberto Escobedo

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME
06/30/2026
13:00

9. ISSUED BY
NATIONAL CEMETERY ADMIN (786)
NATIONAL CEMETERY ADMINISTRATION
DEPT OF VETERANS AFFAIRS
18434 JOPLIN RD.
TRIANGLE, VA 22172

CODE 36C786

10. THE ACQUISITION IS
[ ] UNRESTRICTED OR [X] SET ASIDE: 100.00 % FOR
[X] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] HUBZONE SMALL BUSINESS
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] SERVICE-DISALBED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561730
SIZE STANDARD: $9.5 Million

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %

[ ] 13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM – DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO

CODE

16. ADMINISTERED BY
NATIONAL CEMETERY ADMIN (786)
NATIONAL CEMETERY ADMINISTRATION
DEPT OF VETERANS AFFAIRS
18434 JOPLIN RD.
TRIANGLE, VA 22172

CODE 36C786

17a. CONTRACTOR/ OFFEROR

CODE

FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY
TUNGSTEN
http://www.tungsten-network.com/customer-campaigns/veterans-affairs/

CODE NCA-VACO

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES (*Use Reverse and/or Attach Additional Sheets as Necessary*)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Grounds Maintenance Services to be performed at the Elko National Cemetery, Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (IDIQ) Contract. A base (6 months) and four (4) (12 Months) option periods.				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Government Use Only*)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)
Brian Trahan

31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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Section 1 - Continuation Sheet

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0001	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	2.000000	EA			
	Description: Interments (Traditional Full-Casket) (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0001					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0002	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	19.000000	EA			
	Description: Interments (Pre-placed Concrete Crypts Full Casket)(SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0002					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0003	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	EA			
	Description: In-ground Cremains Inurnment (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0003					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0004	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	EA			
	Description: Inurnment (Columbarium Cremains Inurnment and setting final marker) (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0004					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0005	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	1.000000	EA			
	Description: Disinterments (Full Caskets) (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0005					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0006	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	1.000000	EA			
	Description: Repositioning of Caskets (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0006					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0007	See Description Below PSC: S208	45.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Upright Headstone Setting (DBA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0007					
	Pricing Options: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0008	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	2.000000	EA			
	Description: Upright Headstones Raise/Lower/Realign & Reset (DBA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0008					
	Pricing Options: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0009	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	4.000000	EA			
	Description: Headstone Fine Tuned Alignment(SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0009					
	Pricing Options: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0010	See Description Below PSC: S208	90.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Headstone Cleaning and Maintenance (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0010					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0011	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	5.000000	EA			
	Description: Gravesite Maintenance (Sunken Graves) (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0011					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0012	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	6.000000	MO			
	Description: Grounds Maintenance: Turf Renovation, Fertilization, Pest Control, Mowing, Trimming, Edging, Aerification, Topdressing, De-thatching, tree shrub and planting bed main, irritation system main., winter damage prevention and drainage main.					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0012					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0013	See Description Below PSC: S208	6.000000	MO			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Trash & Debris Removal (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0013					
	Pricing Options: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0014	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	6.000000	MO			
	Description: Pavement Sweeping & Cleaning (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0014					
	Pricing Options: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0015	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	4.000000	MO			
	Description: Ice & Snow Removal (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0015					
	Pricing Options: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0016	See Description Below PSC: S208	6.000000	MO			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Structure Cleaning & Light Maintenance & Janitorial (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0016					
	Pricing Options: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0017	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	3.000000	EA			
	Description: Ceremonies Assistance (SCA)					
	Period of Performance: 09/01/2026 - 02/28/2027					
	Reference Line: F369154-26-2000001 - 0017					
	Pricing Options: Base					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10001	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	3.000000	EA			
	Description: Interments (Traditional Full-Casket) (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10001					
	Pricing Options: Option 0001					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10002	See Description Below PSC: S208	38.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Interments (Pre-placed Concrete Crypts Full Casket) (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10002					
	Pricing Options: Option 0002					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10003	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	24.000000	EA			
	Description: In-ground Cremains Inurnment (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10003					
	Pricing Options: Option 0003					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10004	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	24.000000	EA			
	Description: Inurnment (Columbarium Cremains Inurnment and setting final marker) (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10004					
	Pricing Options: Option 0004					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10005	See Description Below PSC: S208	1.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Disinterments (Full Caskets) (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10005					
	Pricing Options: Option 0005					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10006	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	2.000000	EA			
	Description: Repositioning of Caskets (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10006					
	Pricing Options: Option 0006					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10007	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	90.000000	EA			
	Description: Upright Headstone Setting (DBA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10007					
	Pricing Options: Option 0007					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10008	See Description Below PSC: S208	2.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Upright Headstones Raise/Lower/Realign & Reset (DBA					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10008					
	Pricing Options: Option 0008					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10009	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	4.000000	EA			
	Description: Headstone Fine Tuned Alignment (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10009					
	Pricing Options: Option 0009					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10010	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	180.000000	EA			
	Description: Headstone Cleaning and Maintenance (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10010					
	Pricing Options: Option 0010					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10011	See Description Below PSC: S208	10.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Gravesite Maintenance (Sunken Graves) (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10011					
	Pricing Options: Option 0011					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10012	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Grounds Maintenance: Turf Renovation, Fertilization, Pest Control, Mowing, Trimming, Edging, Aerification, Topdressing, De-thatching, tree shrub and planting bed main, irritation system main., winter damage prevention and drainage main. (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10012					
	Pricing Options: Option 0012					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10013	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Trash & Debris Removal (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10013					
	Pricing Options: Option 0013					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10014	See Description Below PSC: S208	12.000000	MO			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Pavement Sweeping & Cleaning (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10014					
	Pricing Options: Option 0014					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10015	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	4.000000	MO			
	Description: Ice & Snow Removal (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10015					
	Pricing Options: Option 0015					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10016	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Structure Cleaning & Light Maintenance & Janitorial (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10016					
	Pricing Options: Option 0016					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
10017	See Description Below PSC: S208	3.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Ceremonies Assistance (SCA)					
	Period of Performance: 03/01/2027 - 02/29/2028					
	Reference Line: F369154-26-2000001 - 10017					
	Pricing Options: Option 0017					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20001	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	3.000000	EA			
	Description: Interments (Traditional Full-Casket) (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20001					
	Pricing Options: Option 0001					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20002	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	38.000000	EA			
	Description: Interments (Pre-placed Concrete Crypts Full Casket) (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20002					
	Pricing Options: Option 0002					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20003	See Description Below PSC: S208	24.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: In-ground Cremains Inurnment (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20003					
	Pricing Options: Option 0003					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20004	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	24.000000	EA			
	Description: Inurnment (Columbarium Cremains Inurnment and setting final marker) (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20004					
	Pricing Options: Option 0004					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20005	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	1.000000	EA			
	Description: Disinterments (Full Caskets) (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20005					
	Pricing Options: Option 0005					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20006	See Description Below PSC: S208	2.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Repositioning of Caskets (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20006					
	Pricing Options: Option 0006					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20007	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	90.000000	EA			
	Description: Upright Headstone Setting (DBA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20007					
	Pricing Options: Option 0007					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20008	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	2.000000	EA			
	Description: Upright Headstones Raise/Lower/Realign & Reset (DBA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20008					
	Pricing Options: Option 0008					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20009	See Description Below PSC: S208	4.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Headstone Fine Tuned Alignment (DBA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20009					
	Pricing Options: Option 0009					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20010	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	180.000000	EA			
	Description: Headstone Cleaning and Maintenance (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20010					
	Pricing Options: Option 0010					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20011	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	10.000000	EA			
	Description: Gravesite Maintenance (Sunken Graves) (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20011					
	Pricing Options: Option 0011					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20012	See Description Below PSC: S208	12.000000	MO			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Grounds Maintenance: Turf Renovation, Fertilization, Pest Control, Mowing, Trimming, Edging, Aerification, Topdressing, De-thatching, tree shrub and planting bed main, irritation system main., winter damage prevention and drainage main.					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20012					
	Pricing Options: Option 0012					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20013	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Trash & Debris Removal (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20013					
	Pricing Options: Option 0013					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20014	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Pavement Sweeping & Cleaning (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20014					
	Pricing Options: Option 0014					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20015	See Description Below PSC: S208	4.000000	MO			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Ice & Snow Removal (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20015					
	Pricing Options: Option 0015					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20016	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Structure Cleaning & Light Maintenance & Janitorial (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20016					
	Pricing Options: Option 0016					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
20017	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	3.000000	EA			
	Description: Ceremonies Assistance (SCA)					
	Period of Performance: 03/01/2028 - 02/28/2029					
	Reference Line: F369154-26-2000001 - 20017					
	Pricing Options: Option 0017					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30001	See Description Below PSC: S208	3.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Interments (Traditional Full-Casket) (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30001					
	Pricing Options: Option 0001					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30002	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	38.000000	EA			
	Description: Interments (Pre-placed Concrete Crypts Full Casket) (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30002					
	Pricing Options: Option 0002					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30003	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	24.000000	EA			
	Description: In-ground Cremains Inurnment (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30003					
	Pricing Options: Option 0003					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30004	See Description Below PSC: S208	24.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Inurnment (Columbarium Cremains Inurnment and setting final marker) (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30004					
	Pricing Options: Option 0004					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30005	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	1.000000	EA			
	Description: Disinterments (Full Caskets) (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30005					
	Pricing Options: Option 0005					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30006	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	2.000000	EA			
	Description: Repositioning of Caskets (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30006					
	Pricing Options: Option 0006					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30007	See Description Below PSC: S208	90.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Upright Headstone Setting (DBA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30007					
	Pricing Options: Option 0007					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30008	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	2.000000	EA			
	Description: Upright Headstones Raise/Lower/Realign & Reset (DBA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30008					
	Pricing Options: Option 0008					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30009	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	4.000000	EA			
	Description: Headstone Fine Tuned Alignment (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30009					
	Pricing Options: Option 0009					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30010	See Description Below PSC: S208	180.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Headstone Cleaning and Maintenance (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30010					
	Pricing Options: Option 0010					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30011	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	10.000000	EA			
	Description: Gravesite Maintenance (Sunken Graves) (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30011					
	Pricing Options: Option 0011					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30012	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Grounds Maintenance: Turf Renovation, Fertilization, Pest Control, Mowing, Trimming, Edging, Aerification, Topdressing, De-thatching, tree shrub and planting bed main, irritation system main., winter damage prevention and drainage main.(SCA)					
	Period of Performance: 03/01/2029 - 05/31/2030					
	Reference Line: F369154-26-2000001 - 30012					
	Pricing Options: Option 0012					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30013	See Description Below PSC: S208	12.000000	MO			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Trash & Debris Removal (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30013					
	Pricing Options: Option 0013					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30014	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Pavement Sweeping & Cleaning (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30014					
	Pricing Options: Option 0014					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30015	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	4.000000	MO			
	Description: Ice & Snow Removal (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30015					
	Pricing Options: Option 0015					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30016	See Description Below PSC: S208	12.000000	MO			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Structure Cleaning & Light Maintenance & Janitorial (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30016					
	Pricing Options: Option 0016					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
30017	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	3.000000	EA			
	Description: Ceremonies Assistance (SCA)					
	Period of Performance: 03/01/2029 - 02/28/2030					
	Reference Line: F369154-26-2000001 - 30017					
	Pricing Options: Option 0017					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40001	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	3.000000	EA			
	Description: Interments (Traditional Full-Casket) (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40001					
	Pricing Options: Option 0001					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40002	See Description Below PSC: S208	38.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Interments (Pre-placed Concrete Crypts Full Casket) (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40002					
	Pricing Options: Option 0002					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40003	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	24.000000	EA			
	Description: In-ground Cremains Inurnment (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40003					
	Pricing Options: Option 0003					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40004	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	24.000000	EA			
	Description: Inurnment (Columbarium Cremains Inurnment and setting final marker) (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40004					
	Pricing Options: Option 0004					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40005	See Description Below PSC: S208	1.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Disinterments (Full Caskets) (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40005					
	Pricing Options: Option 0005					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40006	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	2.000000	EA			
	Description: Repositioning of Caskets (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40006					
	Pricing Options: Option 0006					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40007	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	90.000000	EA			
	Description: Upright Headstone Setting (DBA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40007					
	Pricing Options: Option 0007					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40008	See Description Below PSC: S208	2.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Upright Headstones Raise/Lower/Realign & Reset (DBA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40008					
	Pricing Options: Option 0008					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40009	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	4.000000	EA			
	Description: Headstone Fine Tuned Alignment (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40009					
	Pricing Options: Option 0009					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40010	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	180.000000	EA			
	Description: Headstone Cleaning and Maintenance (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40010					
	Pricing Options: Option 0010					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40011	See Description Below PSC: S208	10.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Gravesite Maintenance (Sunken Graves) (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40011					
	Pricing Options: Option 0011					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40012	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Grounds Maintenance: Turf Renovation, Fertilization, Pest Control, Mowing, Trimming, Edging, Aerification, Topdressing, De-thatching, tree shrub and planting bed main, irritation system main., winter damage prevention and drainage main. (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40012					
	Pricing Options: Option 0012					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40013	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Trash & Debris Removal (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40013					
	Pricing Options: Option 0013					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40014	See Description Below PSC: S208	12.000000	MO			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Pavement Sweeping & Cleaning (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40014					
	Pricing Options: Option 0014					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40015	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	4.000000	MO			
	Description: Ice & Snow Removal (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40015					
	Pricing Options: Option 0015					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40016	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	12.000000	MO			
	Description: Structure Cleaning & Light Maintenance & Janitorial (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40016					
	Pricing Options: Option 0016					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
40017	See Description Below PSC: S208	3.000000	EA			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Ceremonies Assistance (SCA)					
	Period of Performance: 03/01/2030 - 02/28/2031					
	Reference Line: F369154-26-2000001 - 40017					
	Pricing Options: Option 0017					

PERFORMANCE WORK STATEMENT
Grounds Maintenance – *Elko* National Cemetery NV

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PERFORMANCE WORK STATEMENT
Grounds Maintenance – Elko National Cemetery NV (ENC)

1. GENERAL INFORMATION:

Description of Service: This requirement is a non-personal services contract in which the contractor shall provide all personnel, materials, equipment, and maintenance necessary to ensure that grounds maintenance and improvement services are performed for *Elko National Cemetery NV* located in *Elko, Nevada* hereby known as "the Cemetery". The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.1 Background: The Department of Veterans Affairs, National Cemetery Administration, honors Veterans with a final resting place and lasting memorials that commemorate their service to our nation. There are approximately 155 National Cemeteries in 41 states that receive visitors, hold ceremonies and conduct committal services on an ongoing basis. Because of the special significance and attention our National Cemeteries receive from the public, strict adherence to specifications is essential.

The Elko Nevada Rural Initiative project will be established as part of the Department of Veterans Affairs (VA) National Cemetery Administration's (NCA) Rural Burial Initiative. VA's Rural Burial Initiative provides burial access for Veterans not currently served by a burial option at either a national or VA-funded state cemetery. Located in Elko County within the City of Elko, Nevada, this Rural Initiative National Cemetery will be located on 15.37 acres of land approximately 3 miles northwest from downtown Elko. The national cemetery will be administered by a Program Analyst to assist with burial services and outreach.

1.2 Objective: The basic service objective is to maintain the cemeteries' esteemed grounds with care resulting in aesthetically pleasing landscape, care for burial sections, and memorial sites to honor those who have served our nation.

1.3 Scope of Work: The Contractor shall provide all labor, equipment, materials, and supervision at all times of its employees by Contractor on-site Manager to perform the service requirements under this contract for *Elko National Cemetery NV (ENC)*. Service requirements include:

- Interment and Disinterment Services
- Headstone Services
- Gravesite Maintenance
- Grounds Maintenance
- Tree, Shrub, and Planting Bed Maintenance
- Irrigation System Services
- Pond Services

- Drainage System Maintenance
- Trash & Debris Removal
- Pavement Sweeping and Cleaning
- Ice Prevention/Snow & Ice Removal
- Structure Cleaning and Light Maintenance
- Ceremonies Assistance

1.4 Period of Performance: The contract shall be a base period of 6 months plus four (4) (twelve-month) option years if exercised.

1.5 Place of Performance:

Elko National Cemetery NV (ENC)
Cemetery Address –
3602 Jennings Way
Elko, Nevada 89801

1.6 Type of Contract: The Government will award a hybrid fixed price Indefinite Delivery, Indefinite Quantity (IDIQ) contract consisting of services subject to the Service Contract Act (SCA) and construction efforts subject to the Davis Bacon Act (DBA). Multiple task and/or delivery orders incorporating this PWS will be issued based on the Governments requirements, each incorporating SCA or DBA components as applicable to their terms and conditions.

1.7 General Information:

1.7.1.1 Quality Control: The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. At a minimum, the Contractor shall develop quality control procedures that address the Performance Requirements identified in Quality Assurance Surveillance Plan (QASP). After acceptance of the quality control plan, the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system. The Quality Control Plan (QCP) shall be submitted with the proposal in draft form. A formal QCP shall be delivered within 30 days after contract award and within five (5) working days following each update. The QCP and any proposed update is subject to approval by the Contracting Officer prior to implementation. The formal QCP and all updates shall be provided to the Contracting Officer and COR electronically.

1.7.1.2 Quality Assurance: The Government will monitor the Contractor's performance under this contract using the Quality Assurance Surveillance Plan (QASP). All work performed under this contract will be subject to inspection at all times by the Government.

1.7.1.3 Progress Meetings: The Contracting Officer may require the Site Manager to meet with the Contracting Officer, Contracting Officer Representative (COR), and other Government personnel as deemed necessary. Written minutes of such meetings may be recorded by the Government and signed by the Site Manager and the Contracting Officer or COR and distributed within five (5) workdays after the meeting. The Contractor may request a meeting with the Contracting Officer or COR when the Contractor believes such a meeting is necessary. Written minutes of such meetings may be recorded by the Contractor and signed by the Site Manager and the Contracting Officer or COR and distributed within five (5) workdays after the meeting. In either case, if the Contractor does not concur with any portion of the minutes, recorded by the Government or the Contractor, such non-concurrence shall be provided in writing to the Contracting Officer within two (2) calendar days following receipt of the minutes.

1.7.1.4 Normal Hours of Operation: The Contractor shall perform work during the hours of 8:00 AM – 4:30 PM (local time) Monday through Friday at the Cemetery. Funerals and ceremonies occur regardless of weather conditions. The Contractor is responsible for access to all work areas during these hours. The Cemetery is open to the public daily from sun up to sun down, and on Memorial Day from 6:00 AM – 7:00 PM. The Government facility may be closed to the public, at times, due to local or national emergencies, administrative closings, or similar Cemetery directed facility closings, as authorized.

1.7.1.5 Recognized Federal Holidays: Work is normally not conducted on Federal holidays unless otherwise authorized by the COR or dictated by Cemetery operations. The following is a list of the Federal holidays:

January	New Year's Day
January	Martin Luther King Jr.'s Birthday
February	Washington's Birthday
May	Memorial Day
June	Juneteenth
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans Day
November	Thanksgiving Day
December	Christmas

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

1.7.1.6 Other than Normal Hours of Operation: At the Contractor's request, and with the written permission of the COR, work may also be permitted to be scheduled for weekends and Holidays. The Government must not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified project duration. No work will be permitted during Memorial Day or Veteran's Day weekend activities. Notwithstanding, if any work under this contract will be required outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday), the Contractor must request for a deviation in writing to the COR at least 24 hours in advance.

The Contractor shall provide personnel support outside their expected normal hours of operation (4:31 PM – 7:59 AM) as needed, typically including holidays, special events or ceremonies, and during certain weather events, to support the Cemetery mission as authorized by the COR. The Site Manager or the Alternate Site Manager shall be available after normal duty hours or on working holidays to serve as the central point of contact for Contractor operations.

1.7.1.7 Interference with Government Operations: Performance of work by the Contractor personnel under the terms of this contract shall not interfere with regularly scheduled Government operational activities.

1.7.1.8 Security Requirements: Contractor personnel or any representative of the Contractor entering the Cemetery shall abide by all security rules and regulations. The Contractor shall maintain a current list of all individuals working onsite. The Contractor shall maintain a list of all vehicles onsite, whether company-owned or employee-owned private vehicles.

1.7.1.9 Physical Security: The Contractor shall safeguard all Government property provided for Contractor use. At the close of each work period. Government facilities, equipment, and materials shall be secured.

1.7.1.10 Cemetery Access: The Contractor shall be responsible for ensuring that all personnel authorized to perform work under this contract obtain cemetery access. Within ten (10) workdays after contract award, the Contractor shall submit to the Contracting Officer and COR the names of ALL personnel working under this contract. Changes of the Contractor personnel list shall be submitted within 24 hours of the change taking place. All Contractor employees shall have on them, at all times, positive, photographic identification.

1.7.1.11 Key/Lock Control and Reporting: Contractor shall be responsible for keys/locks provided by the Government. Keys/locks shall not be duplicated by Contractor personnel, nor used by unauthorized Contractor personnel. The Contractor shall develop and implement procedures to ensure that keys/locks issued to the Contractor by the Government are safeguarded. The Contractor developed procedures covering key/lock control shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys/locks by personnel who no longer require access to locked areas.

The Contractor shall report any occurrence of duplicated, misplaced, or lost keys/locks to the Contracting Officer and COR within 24 hours after discovery of occurrence and submit a written report to the Contracting Officer by close of business the next workday. The written report shall provide complete details relating to duplication, misplacement, or loss.

In the event a key is duplicated, misplaced, or lost, all locks and keys for that system will be replaced at the discretion of the Government. The Contractor shall reimburse the Government for replacement of locks or rekeying required as a result of keys being duplicated, misplaced, or lost by Contractor or Contractor personnel. The Contractor shall also reimburse the Government for any government property lost or stolen as a result of unauthorized key duplication, misplaced key, or loss of key by the Contractor or Contractor personnel.

The Contractor shall prohibit the use of Government issued keys/codes by any persons other than the Contractor's employee, The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.7.1.12 Conservation of Utilities: The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves.

1.7.1.13 Personnel: The Contractor shall provide a work force possessing the skills, knowledge, and training satisfactorily perform the services required by this contract. Personnel performing work under this work statement shall remain employees of the Contractor and will not be considered employee of the Government.

1.7.1.14 Pesticide and/or herbicide application: In addition to providing certification/license information, Report applications to the *Elko County* Agriculture Commissioners Office when required. All Contractor personnel shall be trained on environmental issues such as ground water contamination, wetland protection, and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

1.7.1.15 Land survey work: Only licensed land surveyors are permitted to reset grid or sectional monuments disturbed during raise & realignment of headstones.

1.7.1.16 Conflict of Interest: The Contractor shall not employ any person who is an employee of the United States Government, either military or civilian, if such employment would create a conflict of interest or be contrary to the policies contained in the Joint Ethics Regulation.

1.7.1.17 Conduct of Personnel: The Contracting Officer may require the Contractor to remove from the job site, any employee working under this contract for reasons of misconduct,

security, or found to be under the influence or alcohol drugs, or other incapacitating agents. Contractor employees shall be subject to dismissal from the premises upon determination by the Contracting Officer that such action is necessary in the interest of the Government. The removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement of providing sufficient personnel to perform the services as required by this contract.

1.7.1.18 Special Qualifications: The Contractor is responsible for ensuring all employees possess required state motor vehicle licenses for operating equipment and vehicles used in the execution of this contract. Anyone applying pesticides must be trained and certified in the appropriate pesticide applicator categories by the *state of Nevada*. A pesticide technician is not a valid substitute for a state certified applicator. Use of any chemicals shall meet Environmental Protections Agency (EPA) Guidelines and State of Nevada Law for licensed applicator requirements and shall not be used without prior review through a pre-application submittal and consent of the COR.

Site Manager: The On-site manager must have a minimum of two (2) years' experience as a direct supervisor of commercial Landscape Maintenance/Installation operations and be accredited by the Landscape Contractors Association, or equivalent accreditation program, (e.g., PLANET). They shall speak and write fluent English. Provide licenses/certificates regarding capabilities at time of contract award and annually when an Option Year is exercised. The Contractor must provide the on-site manager with mobile phone(s) and radio(s) (same channel/frequency as the cemetery). The on-site manager must immediately communicate to the COR, by radio, and by cell phone after hours) when an alternate on-site manager has been placed in charge. The Contractor shall provide a Site Manager who shall be responsible for the performance of the work. The Site Manager shall have – degree, experience in scope and complexity. Skillset necessary for performing job requirements. The name of this person and an alternate who shall have full authority to act for the Contractor when the Site Manager is absent shall be designated in writing to the Contracting Officer. The alternate Site Manager shall have similar qualifications as the Site Manager, and the alternate can be a key personnel position other than the Site Manager. The Site Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract, and either the Site Manager or his/her alternate will be on job site during normal operation hours. The Site Manager – and in his or her absence, an alternate shall be available by phone 24 hours a day, 7 days a week, and shall also have an email address which shall be checked for information from the Cemetery, prior to 7:00am and after 2:00pm each day Monday through Sunday, as the Cemetery anticipates messaging up to twice daily. The Site Manager is to report daily with the COR prior to 7:00am when work is being performed. Additionally, the Site Manager or an alternate must be available to meet the COR onsite within 12 hours' notice, if requested by the COR. Also, the COR must be informed less than 24 hours in advance, anytime the Site Manager will be offsite for extended periods of time. One (1) resume and one letter of commitment from the individual proposed for: Site Manager. *Add to the source selection*

1.7.1.19 Post Award Conference/Period Progress Meetings: The Contractor agrees to attend any post award conference convened by the Contracting Activity in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.7.1.20 Contracting Officer Representative (COR): The COR will be nominated by the requiring activity and appointed by the Contracting Officer by separate letter. A copy of the COR's appointment letter will also be sent to the awarded Contractor, identifying the designated duties and limitations of the COR. The COR's designated duties will describe the level of responsibility and what technical or administrative aspects of the contract are to be monitored. The COR's oversight responsibilities are not limited to the QASP. Since all listed contract requirements or tasks are expected to be met by the contractor at all times, the COR is authorized to conduct oversight on any and all tasks or requirement and report observations to the Contracting Officer. The COR is not authorized to change any terms or conditions in the contract that pertain to cost, schedule, performance, quality, quantity, or other legal aspects of the resulting order.

1.7.1.21 Identification of Contractor Employees: All Contractor personnel attending meetings and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by the Contractor are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.7.1.22 Phase In/Phase Out: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the phase in/phase out periods. The phase in period will begin on the first business day after the contract is awarded. During the phase in period, the Contractor shall become familiar with performance requirement sin order to commence full performance of the services on the contract start date, submit lists of employees working under this contract, and move and stage all needed equipment, materials, and supplies onto the designated contractor area at *Elko NC NV*. It is expected that this task will take no less than two weeks and no more than four weeks.

2. Definitions & Acronyms

2.1 Definitions: (See the "Glossary" of the National Cemetery Administration, Operational Standards and Measure Guidebook for a list of cemetery-specific definitions.)

2.1.1 Animal: any living that is not human being or a plant.

2.1.2 Backflow Preventer: A device which prevents any fluid from back-siphoning into the source water such as hydrants, spigots, pipes, or other water sources. Contractor shall ensure such devices are employed whenever watering, filling water or pesticide mix tanks, or mixing pesticides or any other product with water.

2.1.3 Clean: Free of all foreign matter.

2.1.4 Cleaning Agents: Products and substances (usually liquids, pastes, powders, sprays, or granules) used to remove dirt and detritus, including dust, stains, oxidation on surfaces.

2.1.5 Cleaning Equipment: Devices, tools, and machines designed for specific cleaning tasks, including pads and cloths.

2.1.6 Contract Administrator: The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

2.1.7 Contracting Officer's Representative (COR): A representative from the requiring activity appointed by the Contracting Officer to perform surveillance and to act as liaison to the Contractor.

2.1.8 Crown Raising: The removal of the lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and vistas, also known as "limbing up" and "lifting". Do not "limb up" coniferous trees.

2.1.9 Crown Thinning: The selective removal of dead, diseased, broken or weakly attached branches (Crown Cleaning) and: the removal of branches to increase light penetration and air movement through the crown; thinning towards the branch tip to reduce the wind-sail effect of foliar clumps in the crown; and thinning to relieve the weight of heavy limbs. Only 25 percent of a tree's leaf area can be removed at any one time.

2.1.10 Crown Cleaning: The selective removal of dead, diseased, broken or weakly attached branches. This constitutes regular landscape maintenance pruning that will correct small growth problems before they become larger, more costly problems.

2.1.11 Crown Reduction: Pruning to reduce the size of the tree.

2.1.12 Cycle: The completion on one unit of work, from beginning to end, that involves a give distance or length of time (For example, picking up all trash once a week, or an edging of all curbs along all Cemetery roads).

2.1.13 Deadwood Pruning: Pruning to remove deadwood and/or broken branches that pose a potential risk that could result in personal injury or property damage. This category is used for any tree with broken, hanging, dead, or otherwise potentially dangerous limbs or those trees with a significant number of dead branches that require removal.

2.1.14 Decomposed Granite: Fine, crushed, screened, naturally friable granite rock, 1/4-inch minus material to match existing. Gradation as determined by ASTM C 136 with 50 to 100 percent passing the No. 4 sieve, with 5 to18 percent passing the No. 200 sieve. Approved material: 'Gail's Gold' decomposed granite as available from Gail Materials, Tel.: (951)667-6106; (or equivalent material as approved by the COR).

2.1.15 Defective Service: A service output that does not meet the standard of performance associated with it in the PWS.

2.1.16 Deliverable: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.17 Drip Zone Assembly: Assembly consisting of remote control valve, drip filter, drip pressure regulator, unions, shut-off valve, nipples, pipe, and valve box or vault.

2.1.18 Evapotranspiration: The combined loss of water from soil through evaporation and plant transpiration.

2.1.19 First Interment Area: Areas within the burial sections where the government is actively assigning new gravesites and conducting new interments.

2.1.20 Foreign Matter: Dirt, marks, stains which can be removed with reasonable cleaning effort and appropriate cleaning agents and equipment. Feces of all types.

2.1.21 Full Sun Areas: Areas receiving more than 5 hours of direct sunlight per day.

2.1.22 Government Furnished Equipment (GFE): Equipment in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

2.1.23 Government Furnished Property (GFP) or Government Property (GP): Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

2.1.24 Ground cover: Low growing plants growing over an area of ground. Ground covers include grasses, shrubs, and herbaceous plants.

2.1.25 Grounds and Boundaries: All developed land including turf, walks, beds, planter beds, drainage ditches, roads, steps, plazas, and parking lots within the property line of the Cemetery.

2.1.26 Headstone: include upright headstones and flat markers. The term headstone is synonymous with marker.

2.1.27 “Hot Spot”: An isolated patch of turf as evident by dry soil, hydrophobic soil, and brownish or yellowing leaf color.

2.1.28 Inorganic Mulch: Decomposed granite, path fines, gravel, pebbles, cobblestones, rip-rap, boulders, artificial bark mulch.

2.1.29 Interseeding: The practice of seeding the same species into itself for the purpose of increasing stand density and recovery of lost grass.

2.1.30 Irrigated Turf: Lawn that has permanent irrigation system installed.

2.1.31 Height of Turf: Height, if not readily obvious, shall be determined by the COR (in the presence of the Site Manager) by measuring the height of the turf plants with a yardstick in four locations – randomly selected by the COR – within the burial section or Highly Prominent area in question. The COR will then determine the average height of those measurements.

2.1.32 Irrigation Hours: Period of time during which landscape irrigation is permissible and does not interfere with visitation and cemetery operations; typically between 4:30pm and 8:00am.

2.1.33 Master Valves: Mainline remote control valves controlling flow of water to mains. Master valves may be normally-open supplying water under pressure to mains, or normally-closed shutting off water under pressure to mains when not irrigating.

2.1.34 Mulch Bed: Any area containing primarily organic and/or inorganic mulches.

2.1.35 Non-irrigated Turf: Low Maintenance Lawn, Slow-Growth Area, “Green” Burial Section. Lawn that does not have a permanent irrigation system installed and is allowed to go dormant during extremes of heat and cold.

2.1.36 Non-pressure Piping: Lateral line pipe that is not under water pressure until the control valves are opened. Pipe that is typically downstream of the control valve.

2.1.37 Organic Mulch: Decorative tree bark, compost, nut shells.

2.1.38 Overseeding: The practice of seeding another species over an existing stand to produce viable turf when the existing stand has become dormant.

2.1.39 Part Sun Areas: Areas receiving less than 5 hours of direct sunlight per day normally due to shade from tree canopies.

2.1.40 Pest: Any plant or animal detrimental to humans or human concerns including weeds, fungi, molds, vertebrates, and invertebrates.

2.1.41 Pesticide: Includes herbicides, insecticides, horticultural oils, fungicides, poisonous baits, and fumigants.

2.1.42 Planting Bed: Any area planted with trees, shrubs, and ground covers.

2.1.43 Posting Signs: Industry standard warning signs stating that a pesticide application has been applied.

2.1.44 Performance Work Statement: The PWS is a detailed set of verifiable performance or quality standards for everything the Contractor is required to perform or produce. Performance- based statements of work (referred to as a PWS) are the preferred method of stating needs in terms of performance outputs. A performance based statement of work structures all aspects of an acquisition around the purpose of the work to be performed and does not dictate how the work is to be accomplished. It maximizes Contractor control of work processes and allows for innovation in approaching various work requirements.

2.1.45 Pressure Piping: Mainline and submain pipe that is constantly under water pressure. Pipe that is typically upstream of the control valve.

2.1.46 Outlets: Sprinkler heads, drip emitters, drip flush valves, drip air relief valves, including pipe risers and swing joints.

2.1.47 Polished: Smooth and shiny as a result of being rubbed. Free of oxidation.

2.1.48 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.49 Quality Assurance: A procedure or set of procedures taken by the Government to ensure that services under development (before work is complete, as opposed to afterwards) meets specified requirements of the PWS.

2.1.50 Quality Control: A procedure or set of procedures implemented by the Contractor to ensure that the performed service adheres to and meets the requirements of the PWS.

2.1.51 Reasonable Cleaning Effort: Commercially reasonable amount of time and expenditure of physical effort needed to clean an element utilizing commercially available equipment and products designed specifically for that task.

2.1.52 Remote Control Valve Assembly: Assembly consisting of remote control valve, unions, shut-off valve, nipples, pipe, and valve box or vault.

2.1.53 Removal: The transport of identified material, such as trash and debris, from the area it was found to a place of final repository – off the Cemetery grounds.

2.1.54 Routine Pruning: Regular maintenance to reduce the development of future problems or correct minor problems that could increase if not corrected. This primarily includes trees with minor amounts of deadwood less than two inches in diameter or with correctable structural problems. Trees with growth patterns that will eventually obstruct or interfere with understory plant growth and health, pedestrian or vehicular traffic clearance, and lines of sight are also included in this category.

2.1.55 RTF: Rhizomatous Tall Fescue. Turf-type tall fescue which produces rhizomes, underground stems that penetrates laterally through the soil to spread the plant while sending shoots up to the soil surface, forming a new plant.

2.1.56 Submaster Valves: Submain remote control valves controlling flow of water to submains. Master valves may be normally-open supplying water under pressure to submains, or normally-closed shutting off water under pressure to mains when not irrigating.

2.1.57 Training Pruning: Prune young or small trees less than 20 feet in height to reduce the development of future structural problems. Trees with growth patterns that will eventually obstruct or interfere with understory plant growth and health, pedestrian or vehicular traffic clearance, and lines- of-sight are also included in this category.

2.1.58 Stabilizer: A water-based polymer or organic powdered binder solidifying emulsion specifically manufactured to harden decomposed granite. The solidifying emulsion shall not alter the gravel color. A copy of the manufacturer's product sheets and instructions for application shall be furnished to the COR for approval.

2.1.59 Topsoil: ASTM D 5268; natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles, conforming to USDA classification for Loam or Sandy Loam; friable, pervious, and compatible in texture with the existing soil to prevent a perched water table; ECe less than 3 mmhos/cm; a minimum of 2 percent/maximum of 10 percent organic material content; pH range between 6 and 8; reasonably free of subsoil, clay lumps, gravel, rocks and other objects more than 13 mm (1/2-inch) in any dimension; and free of weeds, roots, and other extraneous materials harmful to plant growth.

2.1.60 Trash and Debris: Any item, material or foreign object not permanently attached to or planted within the grounds and boundaries. Items include – but are not limited to – fallen twigs and branches that are under ten (10) inches in diameter at their widest point, paper products, cigarette butts, glass and metal products, plastic and any other synthetic item, plus loose rock and stone three (3) inches in diameter or greater that are not the apparent result of an interment within the past 30 days. Not included are stains, loose soil, smaller stones, or leaves. Exception: Loose soil, smaller stones and leaves are included when part of blowing off a roadway or walk, and when performing a clean-up prior to a major ceremony.

2.1.61 Trash & Debris: Any item, material or foreign object not permanently attached to or planted within cemetery grounds and boundaries. Items include, but are not limited to leaves, needles, flowers, seedpods, twigs, branches of all sizes, feces, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic items, gravel, asphalt, concrete, loose rock and stones over two inches (2") in diameter, and soils that are a result of interment operations.

2.1.62 Turf: Turfgrass, grass, lawn. Any ground cover consisting primary of cultivated turfgrass species, such as perennial ryegrass and tall fescue.

2.1.63 Valves: Backflow prevention devices, isolation valves, pressure regulating valves, automatic valves, hydrometers, master valves, air and vacuum release valves, remote control valves, blow-off valves, hose bibs, quick couplers.

2.1.64 Vegetation: All plant material including weeds.

2.1.65 "Water-Wise" burial section: is an interment area with a ground surface consisting of non-living groundcover material such as a mineral mulch. The mineral mulch is typically a crushed aggregate surfacing such as decomposed granite, or other COR-approved 1/4-inch minus crushed aggregate material.

2.1.66 Water-wise cemetery is surfaced with a layer of sand or mineral-based ground cover, (e.g., decomposed granite).

2.1.67 Weed: Any non-desirable plant material, including escaped and invasive ornamental plants

2.1.68 Wildflowers: Annual and perennial flowering ground cover plants grown by sowing seeds.

2.1.69 Windrows of Turf Clippings: Any accumulation of turf clippings which cover or block sunlight from reaching the newly-mowed or trimmed turf area.

2.2 Acronyms:

AM	ante meridiem
CO	Contracting Officer
COR	Contracting Officer Representative
EMS	Environmental Management System
e.g.	for example
EA	Each
FY	Fiscal Year
IAW	In accordance with
i.e.	that is
IPM	Integrated Pest Management
JB	Job
JER	Joint Ethics Regulation
lbs	pounds
LMR	Land Mobile Radio
MO	Months
mph	miles per hour
NCA	National Cemetery Administration
NIOSH	National Institute of Occupational Safety and Health
OSHA	Occupational Safety and Health Act
OPT	Option
PWS	Performance Work Statement
PM	post meridiem
QTY	Quantity
QC	Quality Control
QASP	Quality Assurance Surveillance Plan
SSD	Security and Safety Directorate
SWPP	Stormwater Pollution Prevention Plan
SF	Square Feet
TE	Technical Exhibit
VA	Department of Veteran's Affairs

3. Government Furnished Property, Equipment, and Services

3.1 **General Information:** The Government will provide the property and services listed below. The Contractor shall not use the property or services provided by the Government for any purpose other than in the performance of this contract. All requests for Government furnished property and services shall be approved by the COR and Contracting Officer in writing.

3.2 **Facilities:** The Government shall furnish a parking and staging area for vehicles and equipment with no guarantee of security for the designated area or any assurances of utilities or phone lines. A temporary storage area for tree branches, sticks, and leaves will be provided. Maintenance of equipment must be conducted offsite (no hazardous materials), unless light routine repairs are needed, such as changing flat tires, blade sharpening, etc.

3.3 **Utilities:** Water will be available at various areas as designated by the COR through in-ground water sources throughout the cemetery. Electric, gas, or phone lines are not guaranteed for the Contractor in designated staging areas. The Contractor shall instruct employees in utilities conversation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities. If abuse or waste is suspected, the Government reserves the right, at any time during the contract performance period, to provide utilities to the Contractor on a few-for-use basis.

3.4 **Headstones and Markers:** The Government shall provide new and replacement headstones and markers to the contractor for installation, ensuring proper wording and spelling.

3.5 **Floral Vases:** Floral vases for public use and stocking by the Contractor.

4. Contractor Furnished Items, Services & Requirements

4.1 General Information: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Section 2 of this PWS. The Contractor shall also provide transportation and permits necessary to perform the requirements of this contract. This includes contractor provided roll-off dumpsters for debris and soil removal.

4.1.1 **Equipment Guidelines:** The Contractor's equipment shall be commercial grade equipped with protective and safety features that is in good repair, and clean. The Contractor shall submit, to the Contracting Officer, and equipment list which includes, but is not limited to, quantities and descriptive data for all equipment prior to its use on CEMETERY grounds. The Contractor shall inform the Contracting Officer, in writing, of any equipment list changes prior to implementing the changes. The equipment and supplies the Contractor uses shall not cause damage to ground areas, headstones, monuments, walkways, trees, or any other part of the landscape. It is expected that the Contractor will take preventative measures when entering soft grounds with equipment, such as the use of boards, to prevent ruts.

4.1.2 **Comprehensive Grounds Management Plan:** A Comprehensive Grounds Management Plan (GMP) submitted to the COR within 30 workdays following contract award. The GMP shall identify every task, frequency, and planned duration required under this contract. Changes to the plan must be approved by the COR prior to implementation and prior to any updates.

Pesticide and fertilizer applications must include a legend and pictures indicating the specific product, application rate (quantity and active ingredient per acre or 1000 square feet).

4.1.3 **Weekly Work Plan:** Weekly electronic notification to the COR Team outlining the work planned during the following workweek no later than noon on the final workday of each [1]week. The plan shall include sufficient detail by day and area to allow meaningful quality control by the Contractor and quality assurance by the COR Team.

4.1.4 **Completed Work Report:** Weekly electronic notification to the COR Team detailing what work was completed during the workweek no later than 3:00 p.m., on the final workday of each week. The report will detail all work completed, by day and area during the week, including specifics regarding marker settings, alignments, et cetera.

4.1.5 **Pesticide Dispersal Equipment:** The Contractor shall furnish pesticide dispersal equipment without visible deterioration or leaks in any component and shall operate the equipment IAW the manufacturer's recommendations. All pesticide tanks of powered dispersal equipment shall be clearly and plainly labeled "Contaminated with Pesticides." All tanks of powered pesticide equipment dispersal equipment shall also have a license decal that is attached in a conspicuous location and contains an identification number and the name of the issuing agency.

4.1.6 **Compost, Soil Amendments, Fertilizer List:** A list of all proposed compost, soil amendments, fertilizers with the proposal and the following samples and/or reports for review and approval by the COR and Pacific District Agronomist within ten (10) workdays after contract award. Changes must be approved by the COR prior to use.

4.1.7 **Vehicles:** The Contractor shall provide vehicles for the performance of services on this contract. Contractor and Contractor employees shall abide by all speed limitations while operating a vehicle at the Cemetery. The speed limit at the Cemetery is 15 mph on cemetery roads and 10 mph when passing pedestrians. The Contractor shall be responsible for all maintenance and repair of Contractor furnished vehicles.

4.1.8 **Vehicle Safety Equipment:** Contractor vehicles used to transport herbicides shall house a National Institute of Occupational Safety and Health (NIOSH) approved spill and decontamination kit and shall be equipped with a fire extinguisher which has an ABC rating with minimum capacity of pounds.

4.1.9 **Communication Devices**: The Key Personnel and vehicle drivers shall have radios turned on during normal operating hours as to be available to communicate with the COR at any time. Any employees performing during outside of normal operating hours (as authorized by the COR) shall also be available to communicate during those times. The Contractor shall be available by mobile phone 24 hours a day, 7 days a week in the even they need to be

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contracted regarding an emergency, significant weather event, etc. All cost related to providing wireless communication devices are the responsibility of the Contractor.

4.1.10 **Standards of Employee Conduct & VA Regulations:** Contractor and contractor personnel shall be required to adhere to the following standards of dress and conduct while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C. Section 218. Contractor, and all contractor personnel, shall follow all US Department of Veterans Affairs, National Cemetery Administration, and (*Elko National Cemetery NV)* environmental protection standards, policies and procedures, including, but not limited to, the NCA Environmental Management System and Green Purchasing policies.

Contractor and contractor's employees shall be required to wear uniforms displaying the name of the company the employee's name, and status. Outer wear (including jackets, coats, hats, rain gear, etc.) must also comply with above. Contractor's employees shall be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Garments displaying a "message" or "slogan" other than the Contractor's business attire are prohibited. Other clothing in question shall require the Director's written approval.

Contractor and contractor employees will maintain personal hygiene. Shoes/boots will have no holes or loose soles. Steel-toed shoes will be required in accordance with OSHA. All required uniforms and personal protective equipment will be provided by the Contractor-to-contractor personnel.

Contractor and contractor personnel shall show proper reverence during committal service and other cemetery ceremonies. Contractor and contractor personnel shall not engage in loud or boisterous behavior, use profane or abusive language nor use personal radios. Due to the sensitive mission of the Cemetery, Contractor and Contractor employees shall exercise courtesy and respect while within the cemetery. If inquiries are received from visitors, they are to assist visitor to the best of their ability.

Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court. 4.1.8

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

Contractor personnel cannot walk, stand, lean, sit or jump on headstones or markers, nor shall the wheels/tracks of any Contractor vehicle ever drive over them.

No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place the headstones on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.

Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e., Bobcat®) or similar machine to extract the headstone from the socket.

When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two (2) wood 4x4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.

Contractor shall be responsible for replacing damaged headstones and markers and for restoring landscape damaged during performance of this work. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the Contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.

Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution. The Contractor is required to discuss this guidance with their employees and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

4.1.12 **Use of Cemetery Facilities**: The Government will not be responsible for any loss, damage, or theft of contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs' facilities used by contractor's employees that are acceptable to the COR and in accordance with National

Cemetery Administration Operational Standards and Measures (Version 5.1, July 2014 or the most current version).

All contractor personnel operating motorized vehicles/equipment on government property must possess a valid state driver's license. Contractor and contractor personnel may park privately owned vehicles in the area designated for parking by the COR. It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. The Cemetery will not invalidate or make reimbursement for parking violations of the Contractor or contractor's personnel under any circumstances. The Government is not responsible for any damage, theft of vandalism to privately owned vehicles parked on cemetery property. All Contractor employees park on cemetery property at their own risk. The Contractor shall observe all traffic, parking, directional signs and regulations when using the cemetery's roadways. The Cemetery will not invalidate or make reimbursement for parking violations of the Contractor's employees under any conditions.

4.1.13 **Storage Facilities:** The Government will not furnish any building(s) at the cemetery site for use by the Contractor to store supplies, equipment, etc. The Government will provide the Contractor with a fenced storage yard to store supplies, tools and equipment directly related to the implementation of this contract. However, the Government will not be responsible for any damage to or loss of the Contractor's equipment and supplies, or items belonging to Contractor's personnel stored on the Government's premises. The Contractor shall provide any storage buildings/lockers at their own expense. Storage buildings/lockers shall be in presentable condition. Conex boxes shall be painted to blend into the natural landscape. Equipment and supplies stored by the Contractor shall be maintained in a neat and orderly fashion.

4.1.14 **Restrooms:** Contractor and contractor employees shall not be allowed to use cemetery staff or public restrooms. Contractor must provide adequate, COR- approved, restroom facilities for their personnel. No septic system hookup is provided by the government.

4.1.15 **Materials Storage Area**: The Government will not provide the Contractor materials storage bays for use in storing materials (e.g., decomposed granite, crusher waste.) Other landscape materials (compost, mulch, topsoil, sand, gravel, etc.) may be stored within the Contractor's fenced storage yard as approved by the COR. The contractor is responsible for Stormwater Pollution Prevention Plan (SWPP) and erosion prevention control measures related to the stockpiling of these materials in accordance with local, state and federal regulations.

4.1.16 **Hazardous Materials Storage:** The Contractor shall request the approval of the COR if the Contractor desires to store any hazardous materials at the Cemetery. If approval is granted the Contractor is responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, flammable materials, etc. on site in properly ventilated hazardous materials lockers in accordance with all federal, state and county laws and regulations and manufacturers recommendations. Each locker shall be rated for the storage of the specific material(s) housed inside and shall be Nevada-OSHA compliant. The lockers are subject to

inspection by NCA, federal, state and local authorities. Items stored within the lockers shall be maintained in a neat and orderly fashion.

The Contractor shall provide, as part of their offer, a list of tools and equipment to be used during the course of the contract, for the approval of the Government. Ten (10) days after contract award, and every year thereafter, the Contractor shall verify in writing that this equipment is in safe operating condition. The Contractor shall comply with all Federal, State, City, County, and local laws and regulations regarding the use of Personal Protective Equipment (PPE) for all contract personnel. All Personal Protective Equipment is provided by the Contractor.

The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment. SDS or Safety Data Sheets (formerly known as MSDS or Material Safety Data Sheets) are required for all chemicals, pesticides, herbicides and cleaning solutions. The Contractor shall provide master file of SDS sheets to the COR. The contractor shall also maintain a file of all SDS sheets wherever these materials are stored. Should the storage yard should become unusable, the Contractor will be given a minimum of 60 days to find storage off the cemetery grounds. The Contractor shall then be responsible for delivering and removing all necessary equipment and supplies daily. Inability to use the storage yard will in no way alter the contract.

4.1.17 **Cell phone usage**: Contractor's personnel should refrain from using cell phones for non-contract work related business while in public areas. This includes, but is not limited to, calls, texting, and internet related functions. Any cell phone use while operating vehicles/equipment is strictly prohibited. The use of head phones/ear buds by Contractor and Contractor's personnel is prohibited.

4.1.18 **Inspection of Cemetery Facilities:** The Contractor shall perform no less than weekly inspections of the entire cemetery to ensure that National Shrine Standards are met. During this inspection, any deficiencies noted within the scope of the contract will be corrected as soon as practicable. Items that need correcting outside the scope of the contract will be reported to the Contracting Officer or COR. The Contractor will be required to submit inspection reports and work accomplished to the COR weekly on Fridays. The inspection forms will be provided to the Contractor by the COR.

4.1.19 **Safety & Training:** The Contractor shall also be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor-to-Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, gloves and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to: National Fire Protection Association (NFPA): 10-1998 Standard for Portable Fire Extinguishers. Occupational Safety and Health Administration (OSHA) 29 CFR 1910

Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment. Contractor should maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

The Contractor shall be fully licensed to purchase and apply pesticides as required by Federal, State, City, and County, laws and regulations. The Contractor shall fully comply with all applicable Federal, State, City, and County, laws and regulations. The Contractor shall provide, as part of their offer, a list of tools and equipment to be used during the course of the contract. The Contractor shall verify in writing that this equipment is in safe operating condition.

The Contractor shall comply with all Federal, State, City, and County regulations regarding the use of Personal Protective Equipment (PPE) for all contract personnel. All Personal Protective Equipment is provided by the Contractor. Contractor's employees shall wear all required safety equipment such as goggles or face shield, hearing protection, hard hats, respirators, if required, and uniforms identifying them as an employee of the Contractor. The Contractor shall be responsible for providing and maintaining fire extinguishers, and other safety equipment for Spill Prevention Control Countermeasures (SPCC). Contractor shall have a Spill Control and Countermeasure Plan (SCCP).

Contractor shall be responsible for maintaining a hazardous chemical list for all chemicals entering the Cemetery. The Contractor must keep all employee training records on site and available for review by the COR. SDS (Material Safety Data Sheets) are required on-site for all chemicals, pesticides, herbicides, and cleaning solutions. Contractor shall be responsible for maintaining monthly fuel tank inspection reports and shall have records available for review by local authorities during site safety inspections. The Contractor shall be responsible for training and safety precautions prescribed by OSHA standards.

The Contractor shall be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, and other hazardous materials in accordance with manufacturers printed instructions. Contractor shall maintain a binder with SDS (Safety Data Sheets) for all chemicals, pesticides, herbicides and cleaning solutions stored and used on site stored in the maintenance area with telephone numbers of poison control centers to call in case of an accident. The Governments Environmental Management System Coordinator will make periodic inspection on the storage of hazardous chemicals, etc. Contractor shall take corrective action immediately to remedy any deficiencies with safeguards to protect personnel and the environment.

4.1.20 **Protection & Clean Up:** The Contractor shall leave all work areas free of debris and in the same condition as before the work commenced. The Contractor shall take all necessary precautions to protect monuments, headstones, markers, vegetation, and structures as

appropriate, in the immediate work area(s). The Contractor shall not use any herbicide in either granular or liquid form that will stain or discolor any headstones and will notify the COR of all materials scheduled for use on mineral mulch before any application. Contractor shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained because 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. No unapproved hazardous chemicals are to 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 Contracting Officer Representative (COR) prior to washing/cleaning.

4.1.21 **Maintenance During Cemetery Functions:** The Contractor shall coordinate a work schedule with the COR(s) daily to ensure that no work is being performed at the immediate site of a scheduled interment. These daily meetings are also an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which may vary, depending on the event. The Contractor is solely responsible for ensuring that no contract work causes any funeral, service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor is solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR(s) for information/details.

The Contractor shall meet with the Cemetery Representative/COR at the end of each day to determine work completed and ensure that work is on schedule. In the absence of the COR, the Contractor shall meet with an Alternate COR or Cemetery Manager.

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COR will set the designated area. The COR or his/her representative shall furnish the Contractor with a schedule of all interments and/or ceremonies no later than 8:30 am on the date of the scheduled interment, and a minimum of three (3) days before any ceremonial events. Note: To cause the least possible interference with cemetery activities, contract personnel will stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work shall not take place within 1,000 feet of an ongoing committal service or ceremony. The Site Manager shall re-direct work throughout the rest of the Cemetery so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR may then do so.

Performance Evaluation Meeting: The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of a meeting among the Contractor, Contracting Officer, and the COR to evaluate Contractor performance of the contract. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, Contracting Officer, and the COR will sign minutes of the

meeting(s). Minutes of the meeting (s) will be signed by the Contractor, Contracting Officer, and the Contracting Officer Technical Representative. Should the Contractor not concur with the meeting minutes, he/she will state in writing to the Contracting Officer within ten calendar days any areas he/she does not concur and explain the reasons for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the Contractor's non- concurrence and make a decision. The Contracting Officer will notify the Contractor of the decision in writing within ten calendar days.

4.1.22 **Actions:** The COR will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.

4.1.23 **Superintendent & Crew Foreman:** The Contractor shall provide a superintendent and a crew foreman who shall each have a minimum of two (2) years experience as a direct supervisor of commercial Landscape Maintenance/Construction operations. Both the superintendent and the crew foreman shall speak fluent English. The superintendent and/or the crew foreman shall be on-site at all times.

The superintendent will be responsible for the following: Directing, overseeing, and coordinating the work involved daily in accordance with this Statement of Work, the daily Interment Schedule, and the Cemetery Grounds Management Plan. Staying abreast of all upcoming cemetery functions including special holiday events, burial activities and floral regulations. Ensuring that grounds maintenance work does not cause any burial, committal service, ceremony, funeral procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.

4.1.24 **Changes to the Performance Statement of Work:** Any changes to this Statement of Work shall be authorized and approved only through written correspondence from the Contracting Officer. The Contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments or issue changes, which will affect the price, quantity, or delivery terms of this contract. A copy of each change will be kept in a project folder along with other products of the project. Costs incurred by the contractor through the actions of parties other than the Contracting Officer shall be borne by the contractor.

4.1.25 **Communication & Coordination of Work with COR:** Communication with the COR is strongly encouraged. Burial activities shall take precedence over grounds maintenance activities. Work activity and noise other than that required for the interment services cannot disturb burial ceremony. Trucks and workmen are prohibited from passing through the service area during this period. During the burial section grooming process, the crew foreman shall communicate daily with Cemetery Manager and weekly with COR, to ask

questions and ensure he/she understands the off-limit areas, which will vary depending upon event.

Elko National Cemetery (ENC) Performance Work Statement (PWS)

Category 1: Interment and Disinterment Services & Comprehensive Grounds Management Plan
- Subcategory A: Interments (Traditional Full-Casket)
- Subcategory B: Interments (Pre-placed Concrete Crypts Full Casket):
- Subcategory C: Interment (In-ground Cremains Inurnment)
- Subcategory D: Interment (Columbarium Cremains Inurnment & Niche cover setting)
- Subcategory E: Disinterments
- Subcategory F: Repositioning of Caskets

Category 2: Headstone Services
- Subcategory A: Upright Headstone Setting
- Subcategory B: Upright Headstones Raise/Lower/Realign & Reset
- Subcategory C: Headstone Fine Tuned Alignment
- Subcategory D: Headstone Cleaning and Maintenance

Category 3: Gravesite Maintenance
Category 4: Grounds Maintenance
Category 5: Tree, Shrub & Planting Bed Maintenance
Category 6: Irrigation System Services
Category 7: Drainage System Maintenance
Category 8: Trash & Debris Removal
Category 9: Pavement Sweeping and Cleaning
Category 10: Ice Prevention/ Snow and Ice Removal
Category 11: Structure Cleaning & Light Maintenance & Janitorial
Category 12: Ceremonies Assistance

5. SPECIFIC CONTRACTOR TASKS AND ASSOCIATED DELIVERABLES

5.1 INTERMENT AND DISINTERMENT SERVICES & COMPREHENSIVE GROUNDS MANAGEMENT PLAN

5.1.1 The Contractor shall provide all labor, equipment, materials (unless otherwise specified), and supervision of its employees to perform turf and grounds maintenance and improvement services. Compile and submit a detailed Grounds Management Plan (GMP) within the first 30 workdays following contract award. The Contractor may be asked to provide a quote from time to time. All quotes shall be detailed, itemizing materials and labor. There is no guarantee the Contractor will perform any of the repairs they

recommend or quote. Services required include: Interment and Disinterment Services; Headstone Services; Gravesite Maintenance; Turf & Grasses Maintenance; Tree, Shrub & Planting Bed Maintenance: Irrigation System Services; Pond Services; Drainage System Maintenance; Trash & Debris Removal; Pavement Sweeping & Cleaning; Ice Prevention/ Snow and Ice Removal; Structure Cleaning & Light Maintenance; and Ceremonies Assistance in accordance with National Cemetery Administration (NCA) Standards. NCA Standards shall control and supersede any inconsistency, conflict, or ambiguity with PCD Operating Procedures.

5.1.2 INTERMENT AND DISINTERMENT SERVICES

General Requirements:

- Interments
- Disinterments
- Interment Service Assistance

5.1.3 GENERAL:

5.1.3.1 Work consists of gravesite preparation, excavation of graves, interments, inurnments, interment service set-up/take-down, memorial service set-up, burial service, backfill of graves, headstone setting, turf repair, handling of floral arrangements, and monitoring procedures. The COR or representative will notify the Contractor a minimum 12 hours in advance of gravesite to be opened. Normally interments are to be accomplished Monday through Friday during the hours of 8:00 a.m. to 4:30 p.m. local time. However, there may be instances where the Contractor must be required to perform interments on weekends and/or holidays and outside the regular hours. Internments on weekends or holidays are billed at the same rate as normal internments.

5.1.4 GRAVESITE PREPARATION:

5.1.4.1 Prior to any interment, consult with the COR to determine the exact location, the dimensions of each grave and specific placement of the casket/in-ground **cremains/columbarium cremains.**

5.1.4.2 When entering gravesite sections during winter months or wet weather conditions, use ‘Mobi-mat’ or plywood boards to bring equipment on the grounds for the interment and repair damages to the existing and surrounding graves or grounds at no additional cost to the Government by the COB of the day of the burial.

5.1.4.3 Excavate graves the same day as burial. Excavating grave the day before a scheduled interment is not allowed. Any exceptions must be authorized by both the COR and Cemetery Director. Secure the grave site to prevent unauthorized and accidental entry, cover the excavation with heavy-duty sheets of plywood staked to the ground and cordon off with cones and poles with signs notifying of an open gravesite to the satisfaction of the COR or his designee.

5.1.4.4 The COR's is responsible for notifying the Contractor of any underground utilities in the vicinity of gravesite excavation.

5.1.4.5 Once the area to be excavated is defined, cut and remove the sod.

5.1.4.6 If the grave has an existing headstone, remove and carefully placed it in an area near the gravesite and cover with proper protection. After the remains have been sealed in the vault, place the headstone on the vault and bury it in the grave. If this is not possible, remove the headstone from the gravesite and appropriately destroy upon approval of COR.

5.1.4.7 Break up into four (4) inch or smaller pieces rendering all lettering unreadable and dispose of in a landfill. It is prohibited to use a headstone for any other purpose. Do not give away headstones or pieces of headstones or use for any other purpose than to mark a gravesite.

5.1.4.8 Place safety boards or mud tracks along the edges of the excavation to provide personnel working around the gravesite excavation a safe base to work from and reduce the chance of falling into the excavation should the edge fail. Personnel must avoid working or standing near the edge of the excavation whenever possible.

5.1.4.9 Before a grave is opened, remove any adjacent headstones needed to ensure access for the vault and the remains and subsequently replaced. Once removed, place headstones in protective collars. Do not lay the headstones flat on the ground. Minimize removal of headstones with proper planning and appropriately sized equipment. Cover open headstone sockets with boards to prevent injury or damage.

5.1.4.10 Report any headstone damages to the COR. Protect adjacent headstones not removed by means of a plexiglass or wood sheath, or other COR-approved material. Reinstall, realign and clean any headstones handled during this process before the close of business. Do not include these headstones in the overall count of headstone work performed under interments.

5.1.4.11 A mechanical device can be used to remove the headstone from the socket. The area that contacts the headstone must be protected with a rigid fabric/rubber to prevent damage to the marker.

5.1.4.12 Remove sod from the gravesite prior to excavation. The sod may be reused to establish turf on the gravesite. If sod shall be reused, cut it 1 to 2 inches deep to keep roots healthy. If the sod is not reusable, resod or reseed as approved by the COR. Dispose of sod that is not reused on gravesites off-site in a lawful manner. Do not use sod in the backfill of gravesites. Re-establish turf on gravesites within 30 days during the growing season and within 60 days after the beginning of the growing season.

5.1.5 EXCAVATION OF GRAVES:

5.1.5.1 Complete gravesites excavations for caskets; place the approved casket grave liner; and set-up and ready the casket lowering device (CLD) a minimum of one hour prior to the scheduled time of gravesite service/interment. (Note: Time of interment can be different than time of services.) Cremation excavations do not require a casket lowering device but must be made ready a minimum of one hour prior to the scheduled time of gravesite service/interment.

5.1.5.2 The operator responsible for excavation of the gravesites must have a minimum of 5 years of experience operating excavation equipment and 2 years minimum experience excavating gravesites. Excavation of gravesites in existing sections requires great care to

avoid damage to internment already in place and to surrounding burials. The contractor is responsible for any damage to previous internments while excavating.

5.1.5.3 Do not place soil excavated from the gravesite on any occupied gravesite. Place soil to be reused as backfill on plywood sheets on unoccupied gravesites, or in the case where there are no unoccupied gravesites, haul to a COR-approved location and return to the gravesite for the burial. Cover any soil left near the gravesite with green carpet.

5.1.5.4 Haul any excess backfill to a designated spoils yard. Keep spoils area clean and neat if utilized. Remove the spoils monthly to prevent buildup. Screen spoils from public view. For cemeteries without a spoils yard, remove spoils from the site and dispose of at an appropriate landfill, or other off-site facility on the same day that they are generated.

5.1.5.5 Traditional graves measure 5' x 10' or 4’ x 8’ unless otherwise advised by the COR and must be excavated to five (5) feet or seven (7) feet in depth, depending on the number of interments. Casket position shall be either left half (LH), right half (RH) or center line (CL) depending on the number of interments and position of previous interments. Excavation must be to a minimum width and length of 4 inches greater than the outer burial vault. Normal excavation is 36 Inches wide by 96 inches long. Oversized excavations may require larger dimensions. The COR will provide notification of any oversized burials and the dimensions.

5.1.5.6 The COR will advise the Contractor of the required depth, and position of the gravesite prior to any excavation operation. Probe all full interments prior to excavation to assure adequate depth for second interment. Probe the grave once at each corner and three (3) times spaced equally apart down the centerline of the previous burial. Record each depth achieved and provide recordings to the COR within 24 hours of notification of the burial. The probe must be able to record up to seven (7) feet of depth. Notify the COR immediately of insufficient depth to accomplish interment.

5.1.5.7 Also verify adjacent gravesites at the head, foot, left and right of the gravesite to be excavated with maps provided by the COR. Notify the COR immediately of any discrepancies between the gravesite maps and physical placement of headstones. The contractor’s Site Manager must provide signed proof to the COR that the gravesite to be excavated has been probed and is of sufficient depth and that the maps have been verified with the physical locations of the headstones within 24 hours of receiving the internment notice.

5.1.5.8 Gravesites classified as sensitive burials (e.g., full casket site having an existing infant and/or cremains burial) require a Cemetery representative or COR to be physically onsite prior to the excavation beginning. The COR must notify the contractor in advance on these gravesites. These sensitive burials require extreme care during excavation and require hand excavation to prevent damage to prior internments or surrounding gravesites. Cost for sensitive gravesites is the same as a normal casket interment.

5.1.5.9 When a grave is opened to receive a second interment and is found to be of insufficient depth to permit interment due to a vault not being deep enough, remove the remains of the first interment and excavate the grave to a depth to accommodate both interments. Screen the gravesite from the public view during the removal and reinterment of any remains. Arrangement and payment for disinterment of the vault of the first decedent is the COR's responsibility.

5.1.5.10 However, excavating the grave to a greater depth to accommodate the second interment is the responsibility of the Contractor and is considered as a part of the regular grave excavation price. The COR or his/her representative must be present and must be responsible for insuring the gravesite is deepened to accommodate both interments.

5.1.5.11 If the excavation is five (5) feet deep or deeper, a worker is prohibited from entering into the grave until the sides of the grave are shored in a safe manner in accordance with OSHA standards. Any gravesite over four (4) feet in depth requiring entry must have a ladder as a means of egress placed inside the excavation at all times.

5.1.5.12 Cover the open excavation with boards such as heavy duty ¾ inches or thicker plywood, plastic, metal or fiberglass to completely cover the open gravesite and capable of holding 300 lbs. weight. Create a gate by placing 4 stanchions, posts or cones of a minimum three (3) feet in height with poles, and chain off all casket gravesites 5 feet from all sides of open gravesite while unattended. Post a sign on each side stating, “Caution Open Gravesite - Cemetery Staff Only” around the gravesite to prevent anyone from accessing the open excavation.

5.1.5.13 Post a designated member of the Contractor’s staff to keep visitors away from open gravesite and man the gate fifteen (15) minutes prior to interment service and provide other duties as assigned by the COR.

5.1.5.14 Install a Government-provided graveliner/vault for traditional burials. Typically, either a concrete vault or Polyguard® polypropylene graveliner will be provided by the Government unless noted otherwise. Complete the gravesite excavation and the pre-set the graveliner in the grave one hour and fifteen minutes prior to the service. Install each graveliner according to procedures as demonstrated by the Government.

5.1.5.15 If the graveliner is damaged, remove the casket and graveliner from the grave and replace with a new graveliner. Reimburse the Government for the cost of damaged graveliner based on the actual price paid by the Government.

5.1.5.16 Place burial graveliners and tools staged near internment site so as to not interfere with surrounding gravesites and in a visually pleasing manner.

5.1.6 DIAGRAM OF GRAVES (Exceptions to Traditional Burials)

5.1.6.1 When it is necessary to make side-by-side burials in a single gravesite, extreme care must be exercised to accurately locate the sideline of the site. Where a burial vault is used in such cases, it may be necessary to encroach several inches on adjacent site(s). This is permissible provided the site encroached upon has been or shall be utilized as shown in Diagram "A" or "B" in Attachment ‘A’.

5.1.6.2 Unusual conditions may require occasional deviations from the methods indicated. For cases not covered herein, consult with the COR for advice on determination of action to be taken.

5.1.7 INTERMENTS (Traditional Full-Casket)

CLIN 1 – Est. Qty. 3 Each per year

Subject to SCA and Commercial Provisions/Clauses

5.1.8 INTERMENTS (Pre-placed Concrete Crypts Full Casket):

CLIN 2 – Est. Qty. 38 Each per Year
Subject to SCA and Commercial Provisions/Clauses

5.1.8.1 Pre-cast concrete crypts measure 3' x 8' and are pre-placed. All crypt grave sites are stacked double-depth providing space for two full caskets. The lower crypt is covered with a concrete shelf, and the upper crypt is covered with a concrete lid.

5.1.8.2 Excavate pre-placed concrete crypts in the manner for traditional burials to expose the concrete crypt lids. Dig out the soil to expose the lift attachments and allow for the lifting device to be installed.

5.1.8.3 The interment crew must inspect the lid lifting devices prior to use to ensure they are safe to use. Check that the cables are sound; all hooks free of noticeable wear or bending; for signs of metal fatigue, elongating; and in overall good repair.

5.1.8.4 When the excavation is completed to the equipment operator's satisfaction and all soil removed from above the crypt lids, remove the crypt lid(s) and set to one side using the lifting device. For first interments, lift the shelf from the crypt and place on the lid. Repaint the shelf, lid and inside wall of the crypt with the crypt number using black paint and stencils to match existing.

5.1.8.5 After interment, reinstall the shelf and lid in the reverse order by which they were removed.

5.1.9 INURNMENT (In-ground Cremains Inurnment)

CLIN 3 – Est. Qty. 24 Each Per Year
Subject to SCA and Commercial Provisions/Clauses

5.1.9.1 In-ground Cremains Graves for cremated remains shall be approximately 18-inches square or 24-inches diameter, and must be three (3) feet deep.

5.1.9.2 On the day of the in-ground inurnment, verify with the cemetery daily burial schedule the decedent name(s) and cremains location(s). Verify the location for in-ground inurnment by Section and gravesite number.

5.1.9.3 Prepare gravesite in accordance with paragraph 5.2.2 Excavation of Graves.

5.1.10 INURNMENT (Columbarium Cremains Inurnment and setting of final marker)

CLIN 4 – Est. Qty. 24 Each Per Year
Subject to SCA and Commercial Provisions/Clauses

5.1.10.1 On the day of the columbarium inurnment, verify with the cemetery daily burial schedule the decedent name(s) and niche location(s). Verify the location for columbarium inurnment by Wall, Column and Row.

5.1.10.2 Columbarium first interments: Prepare the columbarium niche by removing the niche covers for the day's inurnments a minimum of one hour prior to the interment service.

5.1.10.3 Columbaria second interments: Open the niche at the time of internment with the Cemetery Representative as a witness to the opening of the niche. Do not open a columbaria niche(s) containing a cremation without a Cemetery Representative present.

A Cemetery Representative must attend any niche(s) opened and containing an inurnment as long as it is open.

5.1.10.4 Remove and install niche covers using the appropriate security bit to prevent damage to the screws, rosettes and washers.

5.1.10.5 Remove the niche cover by removing the four mounting screws and decorative rosettes while supporting the niche cover to prevent damage. Place first interment covers inside their respective niche; place second interment covers carefully beside the niche on a work cart or as designated by the COR.

5.1.10.6 Clean out the niche by sweeping out dust and debris with a soft, natural fiber brush. Do not touch the existing urn if there is one inside the niche.

5.1.10.7 Check internal brackets and fasteners for tightness and re-tightened as needed. Immediately bring to the attention of the COR items found to be non-functional and replaced with new.

5.1.10.8 Carefully remove, clean and place the screws, rosettes and washers to the side for reinstallation. Replace unserviceable items with new.

5.1.10.9 Make ready gravesites for viewing by the next of kin within ten (10) minutes after the interment service.

5.1.10.10 After the interment service, transport the remains to the columbarium where typically the cemetery representative will place the urn inside the niche, unless noted otherwise. Place the remains with dignity into the back of the niche to allow room for placement of a second urn.

5.1.10.11 After the remains are placed in the niche, reinstall the niche cover carefully by securing all four corners with the screws, rosettes, and washers. Place the temporary marker at the top left corner under the screw, rosette and washer.

5.1.10.12 Use a template placed directly under the niche cover for support and alignment to ensure the niche cover is level. Align and evenly space the niche cover with the surrounding niche covers vertically and horizontally.

5.1.10.13 Do not overtighten the hardware to avoid cracking the niche cover.

5.1.10.14 Clean the niche cover of dirt, grease, and fingerprints by washing or buffing to maintain the original finish. Sand-out blemishes to maintain the original finish and shape.

5.1.10.15 The Contractor must be responsible for the cost to replace any niches damaged during the inurnment if the damage is found to be the fault of the Contractor.

5.1.10.16 Once the cover is replaced, verify one more time the decedent name and niche location against the cemetery daily burial schedule and then sign off that the inurnment is complete.

5.1.10.17 The inurnment kit must contain: a wheeled hand cart for transporting niche covers, the tool kit, and step ladder; a hand screwdriver and rechargeable variable-speed electric screwdriver with two-prong security bits for niche cover removal and replacement, alignment templates, a rubber mallet, extra bits, and extra Government-provided mounting hardware (brackets, security screws and rosettes); and a step ladder for working on top row niches.

5.1.10.18 Install columbaria niche covers and memorial markers within five (5) working days of receipt. Install niche covers and memorial markers horizontally and vertically aligned with

each other to within 1/32-inch tolerance. Install proper rosettes with security screws provided by the Government.

5.1.11 Interment Service Set-Up/Take-Down:

5.1.11.1 Furnish and set up greens, prepare funeral church cart and committal shelter/chapel for each interment service, at least one (1) hour prior to the interment service, and return these items to the storage area within one (1) hour after conclusion of the interment service.

5.1.11.2 Clean the shelter and the surrounding area prior to each interment service.

5.1.11.3 Provide seating if not constructed, consisting of approximately 12 to 24 chairs for each interment service, at least one (1) hour prior to the interment service. Straighten chairs and check for cleanliness between services.

5.1.11.4 Return all items to their designated storage area within one (1) hour after conclusion of the last interment service of the day.

5.1.12 Memorial Service Set-Up:

Same as an interment service set-up. The only difference is that there are no remains to inter or inurn. If necessary provide seating.

5.1.13 Burial Service:

5.1.13.1 General: Transport and lowering of remains into gravesites.

5.1.13.2 Transfer the remains in a dignified manner from the interment/committal shelter to the proper gravesite following all NCA policies. The means of transportation must be approved by the COR.

5.1.13.3 Transportation of casketed remains must be by a clean designated-use covered casket carrier. Carrier must be a lightweight machine capable of driving in between headstone rows as close to the internment site as possible (e.g., Toro Workman with Casket Carrier). Carrier must be covered on all four sides so that casket is not visible and must contain slides or rollers for easy movement of the casket in and out of the carrier. Carrier must have devices capable of securing the casket in place on the carrier without damaging the casket and must prevent movement of the casket while in transportation: a rubber bumper at the front of the bay, and adjustable, rubber-protected, stop plate to securely lock down the casket during transport.

5.1.13.4 Provide a minimum of two (2) employees to remove the casket from the church cart, into the vehicle, and transport to the burial section. A casket cart provided by the Government must be used to transport the casket from the committal shelter to the transport vehicle.

5.1.13.5 If at any time the casket is required to be carried by hand a minimum of four (4) physically capable persons must carry the casket with two (2) metal carrying bars capable of carrying one thousand (1000) pounds placed under the casket at the head and foot allowing safe dignified level carrying of the casket across the terrain. Personnel must be supplied to keep carrying ratio under one hundred (100) pounds per person.

5.1.13.6 Transport the casket from the vehicle to the casket lowering device at the gravesite. Provide a government-approved, commercially-available, mechanical casket lowering device (CLD) with a minimum capacity of one thousand (1000) pounds, and set it up at the grave site. The CLD must be equipped with two sets of straps: primary lowering straps

and secondary safety straps. Inspect the CLD will for damage and defective/worn straps, prior to set-up over the crypt.

5.1.13.7 Place the lowering device on a stand or carrier allowing level transfer of the casket from the casket transport vehicle to the lowering device. The lowering device must utilize placer arms with rollers or roller bars with a minimum eight hundred (800) pounds capacity to allow for safe transition to the device. Inspect the lowering device, safety straps and stand/carrier monthly and before each use for proper mechanical operation. Replace damaged or deteriorated straps per manufacturers printed instructions. Maintain documentation of these inspections onsite and provide to the COR monthly and as requested. Never use a deficient lowering device, stand or straps. Hand-strapping the casket into the gravesite is not permitted.

5.1.13.8 Note: Prior to lowering the casketed remains into the gravesite, NCA staff will take photographs of the casket with its Dig Slip, and then take GPS coordinates of the casket location. Once the casket is lowered into the gravesite, NCA staff will photograph the casketed remain inside the gravesite.

5.1.13.9 Lower casketed remains into gravesite with the casket lowering device with safety straps in a safe and efficient manner, with dignity, and without damage to casket. Place the lowering on a stand or carrier allowing level transfer of the casket from the casket transport vehicle to the lowering device. The lowering device must utilize placer arms with rollers or roller bars with a minimum eight hundred (800) pounds capacity to allow for safe transition to the device. Inspect the lowering device, safety straps and stand/carrier monthly and before each use for proper mechanical operation. Replace damaged or deteriorated straps per manufacturers printed instructions. Maintain documentation of these inspections onsite and provide to the COR monthly and as requested. Do not use a deficient lowering device, stand or straps. Hand-strapping the casket into the gravesite is not permitted.

5.1.13.10 Transport the floral arrangements from the committal shelter to the burial area. The driver of the vehicle must hold a valid state driver's license. Provide these employees a cemetery radio and a daily schedule to prevent any delays and the designated employees must report to the committal shelter as discreetly as possible no more than 10 minutes after the committal service arrives at the shelter. The employees must be in a clean presentable uniform.

5.1.13.11 Cemetery staff will transport cremated remains to the cremains burial site, unless noted otherwise. The Contractor will lower them into the gravesite in a dignified manner. Prior to placing the urn in the burial site, NCA staff will photograph and GPS the urn location in a similar fashion for casketed remains.

5.1.13.12 Lower the U.S. flag to half-mast for any communication release by NCA or notice by COR, and at least one hour before the first interment services of the day. Raise flag to full mast 1/2 hour after the last interment service has completed and all family members have departed or any guidance given by COR.

5.1.14 Backfill of Graves:

5.1.14.1 Backfill gravesites and ready for viewing by the next of kin within one and one-half (1-1/2) hours after the interment service.

5.1.14.2 Prior to backfilling grave sites, remove the CLD, and securely replace vault shelves and lids.

5.1.14.3 Backfill material surrounding the grave liner/vault must be sufficiently flowable to allow voids to be filled for solid compaction and to reduce subsequent ground settlement. Initial backfill material for interments and inurnments must consist of 1/4-inch minus crushed aggregate.

5.1.14.4 Backfill full caskets burials with the crushed aggregate to 1/2-inch above the grave liner or vault. Backfill the remaining with clean soil excavated from the grave site. The final 12 inches of backfill material must be clean screened topsoil stockpiled from the excavation site.

5.1.14.5 Set cremain urns on a 3-inch minimum bed of compacted crushed aggregate and backfill to 12 inches above the urn with crushed aggregate. Backfill the final 12 inches with clean screened topsoil stockpiled from the excavation site.

5.1.14.6 Place and compact soil backfill to established grade in maximum one (1) foot lifts. Compact each lift thoroughly by means of an approved mechanical or hand tamper. Do not mound the backfill. Place and compact final backfill to conform to existing grades after turf repair. Provide the appropriate backfill to fill the excavated grave. Remove all unusable dirt, rocks, roots and other types of objects from the cemetery grounds. Top off gravesite with topsoil. Leave gravesite with a raked, well-groomed appearance.

5.1.14.7 See attached Attachment 'C' for "Diagram of Graves" and handling of multiple interments.

5.1.14.8 Warranty: Warranty gravesites for a period of 12-months after the date of the burial. Repair sunken graves in accordance with "Gravesite Maintenance" at no additional cost to the Government to the satisfaction of the COR.

5.1.15 Headstone Setting:

5.1.15.1 Replace the headstone after the grave is backfilled following standard procedures described herein.

5.1.15.2 Where there is no existing headstone, place a temporary marker at the grave and verify gravesite section and number and decedents with maps provided by the COR.

5.1.15.3 Center the temporary marker for the second interment directly in front of existing headstone.

5.1.15.4 Turf Repair: After backfilling is complete and compacted, either backfill the remaining two inches with amended topsoil, or amend the top two inches of topsoil with compost. Establish the finished grade below the adjacent gravesites to accommodate seed and topdressing; or the depth of sod to replant the gravesite. Repair the turf at the gravesite by the COB of the day of the burial per "Turf Renovation", or as determined by the COR.

5.1.16 Handling of Floral Arrangements: Transport floral bouquets and arrangements that are left by the funeral party at both the committal shelter and the gravesite and neatly arrange upon the grave. Remove stands from floral wreaths before placing flat on the gravesite. Clear the committal shelter of flowers and make ready for the next service within 30 minutes of the completion of the committal service. Remove flowers when they become unsightly in accordance with the Cemetery Floral Policy.

5.1.17 Monitoring Procedures: In addition to any other documentation required in this solicitation, complete and maintain the following documents after training by the COR:

5.1.17.1 Interment Notice/Dig Slip for each interment.

5.1.17.2 Sample document of the Interment Notice/Dig Slip is included as Attachment 'B' to this solicitation. Post-award, the COR will instruct the Contractor on the method of completing and maintaining the document.

5.1.17.3 The COR will establish and implement a record keeping system of Contractor work performance for the services involved. Based on the "Interment Notice/Dig Slip", the COR will validate and verify that interment is performed in accordance with contract requirements and specifications.

5.1.18 Disinterments

CLIN 5 – Est. Qty. 1 Each Per Year (Full Caskets)

Subject to SCA and Commercial Provisions/Clauses

5.1.18.1 Work consists of uncovering of remains from a burial plot, backfill and repair of the empty gravesite. The physical act of removal of remains to be done by others as noted below.

5.1.18.2 On occasion, next-of-kin may elect to disinter/disinurn the remains of a loved one. All administrative procedures must be completed by cemetery administrative staff. If disinterment is approved, Contractor must be notified of date, time and performing entity (contracted personnel, funeral director, family member, etc.).

5.1.18.3 Special care must be shown to adjacent graves and headstones to avoid or minimize damage. Reopen the grave to one foot (1') above the top of the casket or casket container.

5.1.18.4 Family-contracted personnel/funeral service must complete the disinterment, including removal of liner/vault, removal of casket and/or human remains. Cemetery contracted staff are prohibited from any activities other than the aforementioned opening of the grave.

5.1.18.5 Fully uncover cremated remains that are inurned. Do not remove urn/liner or otherwise participate in any other aspect of the disinterment operation. Only family-contracted personnel, funeral directors and/or family members are authorized to actually remove the container.

5.1.18.6 Report damaged urns/containers immediately to COR and/or cemetery director.

5.1.18.7 Remove and destroy headstones and/or markers of disinterment/disinurnment sites in accordance with established policy. Do not bury the headstone in the open grave site.

5.1.18.8 Disinurnment shall be paid for at the same rate for Inurnment (In-ground Cremains).

5.1.19 Repositioning of Caskets:

CLIN 6 – Repositioning of Caskets – Est. Qty. 2 Each Per Year

Subject to SCA and Commercial Provisions/Clauses

5.1.19.1 Work consists of removal of remains from a burial plot and/or repositioning of existing caskets within a burial plot to accommodate subsequent interments.

5.1.19.2 There are two different conditions under which this work is required. First, there are occasions when an existing casket was not buried deep enough to accommodate a second casket to be placed (stacked) directly above the first. In these cases, the first casket must be disinterred; the graveliner removed; the ground excavated to a total depth of seven (7') feet below existing grades; the graveliner replaced; and the first casket lowered in the prepared gravesite. The second instance occurs where the caskets are to be buried side-by-side but the first casket needs to be moved to one side to accommodate the second. In these cases, the first casket must be disinterred; the graveliner removed; the ground on both sides of the original casket excavated to a total depth of five (5') feet below existing grades; the graveliner replaced; and the first casket lowered in the prepared gravesite.

5.1.19.3 Work consists of excavation, backfilling and preparing gravesites for seconds interments specified by the Contracting Officer's Representative (COR). The COR or representative shall notify the Contractor 24 hours in advance (when possible) of gravesites needing casket repositioning. Normally interments shall be accomplished Monday through Friday during the hours of 8:00 a.m. to 4:30 p.m. However, there may be instances where the Contractor shall be required to perform interments on weekends and/or holidays and outside the regular hours.

5.2 HEADSTONE SERVICES

CLIN 7 - Upright Headstone Setting – Est. Qty. 90 Each Per Year
Subject to DBA, Construction Provisions/Clauses, and FAR 36 requirements

General Requirements:

- Setting New & Replacement Headstones
- Headstone Raise & Realignment
- Headstone Fine Tuning Alignment
- Headstone Cleaning

5.2.1 General: Work consists of setting new or replacement headstones on gravesites and resetting or realigning those already in place that have shifted out of vertical or horizontal alignment. It includes reporting physical defects to the Contracting Officer or his/her authorized representative.

5.2.1.1 The type of headstone to be used will be determined by the Contracting Officer Representative (COR) through direction of the National Cemetery Administration, Central Office (in accordance with the general plan of the cemetery).

5.2.1.2 Definition: The term "Headstone" and "Marker" when used generically, means upright headstones. Work in this project will include Upright Headstones. Upright Headstones will be referred to as "Upright Headstones" or "Uprights".

5.2.1.3 Standard upright marble headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds each.

5.2.1.4 Install headstones within five (5) working days of delivery to the Cemetery as weather and soil conditions permit. Clean headstones after setting. Include the cost for replanting sod around the headstone and headstone cleaning in the work of headstone setting.

5.2.1.5 Repair turf damaged in the process of installing headstones at no additional cost to the Government.

5.2.1.6 Acceptability. The "Setting & Alignment" of new or replacement headstones is considered "acceptable" when the Contractor clearly evidences compliance in meeting contract requirements.

5.2.1.7 Inspection & Acceptance: Acceptance is defined as the point in time which the COR has determined the work performed is satisfactory. The Government reserves the right to inspect any/all services rendered and either reject or require correction when headstone setting & alignment are not in conformity with contract specifications.

5.2.1.8 Headstones that are set by the Contractor must maintain the proper height and alignment for a period of 90 days after being initially set. Correct settlement or misalignment of headstones during this 90-day period at no additional cost to the Government. The Government may require the contractor to re-perform any non-conforming services at no increase in contract price.

5.2.2 The Cemetery is responsible for ordering headstones, checking for proper wording spelling.

5.2.2.1 Headstones are delivered by the vendor to the Cemetery and received by the Cemetery Staff. Cemetery Staff will inventory and inspect headstones for damage immediately upon receipt. Cemetery Staff will inventory and inspect headstones for proper wording within two (2) days after receipt.

5.2.2.2 Remove glue or crating material from the headstones that has adhered to the surface.

5.2.2.3 Protect headstones during transporting or storage of headstones from damage and staining from crating materials and from the weather. Place each stone so as to rest flat. Bear the cost for replacement if there is any breakage or damage in any form due to the Contractor's handling or negligence. The COR will designate a suitable area for storage of the headstones at the Cemetery. Initial inspection must be accomplished by COR and contractor’s representative upon receipt. Do not set defective headstones. The Cemetery will order replacement headstones.

5.2.2.4 Erect headstones in appropriate places within five (5) working days of receipt, or if weather or soil conditions prohibit this time frame, as soon as practicable after receipt. See 5.2.3 Headstone - Raise, Lower, Realign & Reset for specific procedures for setting each type of headstone. A report must be delivered to COR if any stones are not set within (5) working days of receipt, during extreme weather conditions.

5.2.2.5 Inform the COR if existing trees or shrubs obstruct headstone setting. The COR will determine remedial action, and any modification needed for installation of the headstone.

5.2.2.6 Lift, transport and set headstones by at least two (2) people unless special one-person lifting devices are approved. When consisting merely of straightening the headstone, one person may realign them.

5.2.2.7 Realign older markers laterally, transversely and diagonally in the same manner as new headstones.

5.2.2.8 Identify damaged markers and immediately notify the COR. Do not set damaged or incorrectly inscribed markers. Destroy damaged, defective and incorrectly inscribed markers upon the receipt of the new marker. Destroy by breaking the marker with a maul or sledge hammer to be totally unreadable. Remove the resultant debris from the cemetery grounds in a lawful manner.

5.2.2.9 Set replacement marker(s) within five (5) working days after receipt at the cemetery.

5.2.2.10 Unload the headstones from the delivery truck, and allow the COR to perform the initial inspection.

5.2.2.11 Report on the weekly inspection report to the COR the following:

Number of headstones raised and what section
_____(Upright) _____Section

Number of headstones realigned and section
_____(Upright) _____Section

5.2.2.12 If there is a problem with realigning a specific marker, send a report to the COR providing a detailed explanation, the reasons the marker was not realigned.

5.2.2.13 Warranty headstones set for a period of 90 days; realign headstones during this warranty period at no additional cost to the Government.

5.2.2.14 Adjust, raise and realign newly set headstones due to initial settling, improper compaction or Contractor error. Work to do so will not constitute Headstone Raise, Lower, Realign, Reset, Backfill as described in the Price/Cost Schedule and must be at the Contractor's expense.

5.2.2.15 Repair turf damaged in the process of installing headstones at no additional cost to the Government.

5.2.2.16 REMOVAL OF HEADSTONES

5.2.2.16.1 This process involves the removal of any headstone associated with a second interment or to gain access to an area within an interment area:

5.2.2.16.2 The COR, or his/her designee, will identify headstone(s) to be removed.

5.2.2.16.3 Pull headstone(s) to gain access to the location(s) identified.

5.2.2.16.4 Once removed, headstones must not leave the gravesite unless the headstone needs additional inscription work.

5.2.2.16.5 If additional inscription work is required, relocate removed headstones to the maintenance yard for destruction, or transport them to the inscription yard.

5.2.2.16.6 Once work is completed in the area, reset the original or replacement headstone(s) and the 90-day warranty period will begin.

5.2.2.17 DISPOSAL OF HEADSTONES

5.2.2.17.1 Once the COR or his/her designee has identified a headstone for disposal, take the following actions:

5.2.2.17.2 Move the headstone to an area of the maintenance yard located out of the view of the public.

5.2.2.17.3 Break the headstone into pieces so that the inscriptions are not legible.

5.2.2.17.4 Remove from the site in a lawful manner as approved by the COR for disposal. Contractor must provide appropriate State approved dumpster for removal of disposed headstones.

5.2.2.17.5 Headstones must not be used for any purpose other than their intended use.

5.2.2.17.6 Maintain a log of all disposed headstones. This log must track the Name, date of disposal and the location of disposed headstone.

5.2.2.18 NICHE COVER and MEMORIAL MARKER SETTING

5.2.2.18.1 Install columbaria niche covers and memorial markers within five (5) working days of receipt. Install niche covers and memorial markers horizontally and vertically aligned with each other to within 1/32-inch tolerance. Install proper rosettes with security screws provided by the Government.

5.2.3 HEADSTONE – RAISE, LOWER, REALIGN & RESET

5.2.3.1 GENERAL: Work consists of raising, lowering, realigning and resetting existing markers.

5.2.3.2 Standard upright marble headstones are approximately 42 inches long, 13 inches wide, 4 inches thick, and weigh approximately 230 pounds each.

5.2.3.3 Acceptability: The "Raise, Lower, Realign & Reset" (R&R) of existing headstones is considered "acceptable" when the Contractor clearly evidences compliance in meeting contract requirements.

5.2.3.4 Headstones must maintain the proper height and alignment for a period of 90 days after being initially set. Correct settlement or misalignment of headstones during this 90-day time at no additional cost to the Government.

5.2.3.5 Inspection & Acceptance: Acceptance is defined as the point in time which the COR or designee has determined the work performed is satisfactory and meets the criteria set forth in the contract. The Government reserves the right to inspect services rendered and either reject or require correction when Raise, Lower, Realign & Reset are not in conformity with contract specifications.

5.2.3.6 The Government may require re-performance of non-conforming services at no increase in contract price.

5.2.3.7 REPORTING

5.2.3.8 Record Keeping and Reporting: Provide the COR with weekly written accurate reports detailing the burial section and range of headstones raised and realigned during that specific week. These lists must be provided on not less than a weekly basis, and must identify all of the above work that took place within the previous seven calendar days. Upon COR's

request, provide a plan of action for the upcoming week, indicating headstone/marker locations and specific areas where work is scheduled to occur.

5.2.3.9 Carefully remove temporary markers, floral, commemorative, or other types of decorations (arrangements) causing interference with the raise and realignment of upright headstone operation in an orderly manner. Upon completion of work, move them back to the gravesites. Prior to removal, verify the numbering sequence and location of the headstone and associated decorations.

5.2.3.10 Report headstones broken or damaged during raise & realignment to the Cemetery Director or COR by close of business each working day in order that the grave can be properly marked and a new headstone ordered. Reimburse the Government for the cost of the headstone replacement and set the replacement headstone. Headstone replacements must be coordinated with the COR. Replace grid or sectional monuments disturbed, displaced or broken. Retain the services of a licensed land surveyor to reset grid or sectional monuments disturbed during raise & realignment of headstones. Repair curbs, roads, walks, turf, trees, utilities existing above and below the ground damaged or disturbed during performance of contract work at no additional cost to the Government. Repairs to the above must be completed by the Contractor within fourteen (14) workdays, unless otherwise agreed to with the COR.

5.2.4 UPRIGHT HEADSTONES RAISE/LOWER/REALIGN & RESET

CLIN 8 – Est. Qty. 2 Each Per Year

Subject to DBA, Construction Provisions/Clauses, and FAR 36 requirements

5.2.4.1 Overview: This section outlines Upright Headstone realignment requirements. Raise, Lower, Realignment, Reset, and Backfill services consist of extracting, resetting, aligning backfilling and tamping/compacting upright headstones that are already in place which have shifted out of vertical and/or horizontal alignment and plumb, as well as inventorying and assuring accurate placement of gravesites. Provide all supervision, professional advice/guidance, labor, parts, materials, equipment, and personnel necessary to provide the services defined herein.

5.2.4.2 Removal/Handling/Storage of Headstones: If headstones are to be removed, verify the accuracy of headstones prior to their removal using gravesite layout maps provided by the COR. Do not remove headstones from the burial section. Place headstone flat side down on the adjacent row when necessary. Do not lean headstones against any object. Headstones must be handled and stored in a dignified manner.

5.2.4.3 Remove headstones from their sockets by using wooden and/or metal clamps. Protect the area of metal clamps that comes into contact with the headstone with a rigid fabric that will prevent damage to, and marring of, the headstone. Clamps may be attached to a track loader or similar machine to extract headstone from socket. Use care not to scratch or damage headstones in any manner. Restore damage caused to headstones and turf during performance of this work. Raise and/or lowered headstones in the following manner;

(Note: In areas where smaller than standard size headstones occur, coordinate specific measurements and dimensions of required work with COR.) The COR will determine the specific height for resetting upright headstones between the 24 and 26 inches above topsoil level.

5.2.4.4 Shallow and Correct Depth Headstones Set in Earth: Dig earthen sockets to a depth of 21 inches below finished grade. Place minimum 3-inch deep base of 3/4-inch minus crushed aggregate material and compact to 95 percent relative density such that a consistent topline height (± 1/8-inches) between 24-26 inches of the headstone will extend from the finish grade to the top of the arc on the headstone. For example, if a height of 25 inches is selected for a section, headstones in that section must be initially set between 24 7/8-inches and 25 1/8-inches. Place aggregate base material around all sides of the headstones in 3-inch lifts and compact to 95 percent relative density, leaving the last 6 inches for placement of topsoil. Compact topsoil to 85 percent relative density and re-establish turf by seed or sod per "Turf Renovation".

5.2.4.5 Deep Headstones Set in Earth: Fill earthen sockets to a depth of 18 inches below finished grade. Place minimum 3-inch deep base of 3/4-inch minus crushed aggregate material and compact to 95 percent relative density such that a consistent topline height (± 1/8-inches) between 24-26 inches of the headstone will extend from the finish grade to the top of the arc on the headstone. For example, if a height of 25 inches is selected for a section, headstones in that section must be initially set between 24 7/8-inches and 25 1/8-inches.Place aggregate base material around all sides of the headstones in 3-inch lifts and compact to 95 percent relative density, leaving the last 6 inches for placement of topsoil. Compact topsoil to 85 percent relative density and re-establish turf by seed or sod per "Turf Renovation". Aggregate should not be visible when headstone installation is completed.

5.2.4.6 For Straight Rows: Headstones must be set vertically plumb in all directions, in all cases in a line vertically and laterally, and where possible transversely (coordinate with COR), with headstones of other graves using a top string, a back of headstone string line, and a side of headstone string line. Maximum vertical, lateral, and transverse tolerance of any headstone off the alignment string lines and/or marks must be 1/8-inch or less. All measurements and string line set ups must be taken from established section layout control points, not from previously set headstones or keystones, unless otherwise directed by the COR. In irregular terrain where sloping and uneven ground conditions exist, all headstones must be set at proper heights and levels to provide a flowing transition through uneven terrain. Raised and realigned headstones in all soil and terrain conditions must be firmly in place so that the headstones are rigid with no give or play. Headstone vertical alignment must be further measured by use of an electronic/digital level, with tolerance between 89-90 degrees plumb. (See Attachment 'C' – Headstone Realignment Diagrams.)

5.2.4.7 In cases where headstone sockets need to be realigned/shifted, and/or re-dug, the headstone sockets (holes) to receive headstones must be dug by hand and/or mechanical devices to a sufficient depth so that a consistent topline height (± 1/8-inches) between 24-26 inches of the headstone is extending from the soil level to the top of the arc on the headstone. Do not dig a headstone socket wider than twelve (12) inches, twenty (20) inches

in length, or exceed a depth of 21 inches that may cause the headstone to settle below height requirement. Contractor provided Headstone socket inserts may be approved by COR for winter operations.

5.2.4.8 The measurements between rows of headstones and headstones within each row may differ from one section to the next due to the use of differing burial patterns; discuss with COR where this is found to occur. These measurements must be adhered to as closely as possible. Accurately and precisely reinstall headstones on the correct gravesites with the utilization of gravesite layout maps.

5.2.4.9 Headstones are chosen to be “key” stones. All headstones determined to be keystones are stones identified by the COR that are set off the burial section’s permanent control markers. All keystones are to be identified at beginning, middle, and the end of 72-feet grids. These keystones are to be aligned by leveling front and back and side-to-side, and raised or lowered to a height of 24-26 inches above topsoil level. Constant quality control is to be maintained and is required on all keystones.

5.2.4.10 At the start of work in each burial section, the first row of reset/realigned headstones in each burial section is to be inspected by COR for appearance, spacing, depth, alignment, plumbness, height, accuracy, and smoothness in grade transition. No further setting of headstones must be done until this first row has been inspected and accepted by the COR. If the first row is rejected by the COR, the contractor must at no additional cost to the Government reset the rejected stones before proceeding in that section. Notify the COR 24 hours in advance of when each of these inspections will be needed.

5.2.4.11 Run heavy strings or lines along the backs, sides, and tops of these keystones. The string or line is to be provided by the contractor and must be approved for use by the COR before use. Use steel tape measures to set distances for setting headstones. Distances are determined by gravesite size. Set up tape measures over gravesite grid control markers. Check for square with a diagonal measurement using the Pythagorean Theorem. Set height string as follows: at one end of the horizontal row of headstones approximately 1 foot past the vertical string line place a piece of rebar firmly in the ground it needs to be in line with the center of the first headstone; repeat this process every ten headstones or every five if windy. Measure from top of control marker up 25 inches and tie off a string line to act as your height-line; repeat this process at each piece of rebar until you reach the end of the row. Raised or lower each headstone as necessary to ensure a uniform measurement between 24-26 inches above topsoil level.

5.2.4.12 For horizontal alignments, mark the strings lines with the proper measurements (size of section) for the section being aligned. Align all remaining headstones in the row along the strings front to back and side-to-side even with the measured marks on the line. Leveled and plumb each headstone 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 must be 1/8-inch, or less. Align the headstone in the column along the string front to back and side-to-side even with the measured mark on the line. The headstone is leveled

and plumbed front to back and side-to-side keeping the back of headstone along the string and the side of the headstone along the measured mark.

5.2.4.13 Check the alignment of the headstones frequently during this process because the tamping may move the headstone out of level or off the mark on the line. This process of raising and realigning is repeated for each row of headstones. Upright headstones in all completed work areas must be firmly set and anchored in place with no movement from forces subjected by the COR. The Government reserves the right to require the contractor to pull suspect stones to verify that the correct base material and specified depths have been achieved. Any stone pulled under this requirement will be pulled and reset at no additional cost to the Government.

5.2.4.14 If this is a replacement headstone set to match the height of existing headstones. Each headstone is leveled and plumbed front to back and side-to-side. New and replacement headstones in old sections of the cemetery where existing stones have not been and cannot be set at the standard height, shall be set at the same distance above the ground as the adjacent headstones, provided they can be set with the inscription above the ground level. In new sections of the cemetery, all upright headstones shall be set at a height of 24 inches from the finished grave to the top of the arc.

5.2.4.15 Where headstones have been previously set at other heights above grade, but in general, at a uniform height throughout an area, and otherwise present a neat overall appearance with the inscription visible, resetting for the sole purpose of attaining the stated height is not necessary. The nominal height of 24 inches given for the current standard of headstone setting is the standard height. Minor deviations in the less than nominal height are permissible to provide a uniform appearance in the top line to compensate for slight ground rises or depressions within a burial section.

5.2.5 HEADSTONE FINE TUNED ALIGNMENT

CLIN 9 – Est. Qty. 4 Each Per Year

Subject to SCA and Commercial Provisions/Clauses

5.2.5.1 Headstone Fine Tuned Alignment is a minor alignment process that does not require the upright headstone to be removed from the original socket.

5.2.5.2 Fine Tuned Alignment shall be either be accomplished by one person or a two-person team as follows:

5.2.5.2.1 One person: Set up and use strings lines or lasers to provide realignment guides.

5.2.5.2.2 Two-person Team: One person must stand in the row/column where headstones need adjusting approximately 10 headstones distant to instruct the second person which direction the subject headstone should be adjusted. The second person must adjust each upright headstone to align vertically with adjacent headstones in the same row and column.

5.2.5.3 Use an approved wood lever such as a 2x4 to adjust each upright headstone to align vertically with adjacent headstones in the same row and column. Care must be taken to wrap the tool to ensure it does not damage or mark the headstones.

5.2.5.4 Once the headstone has been satisfactorily adjusted so it is in alignment with the other headstones in the same row and column, a tamping tool must be used to tamp around the base of the headstone so soil is compacted sufficiently to prevent shifting.

5.2.6 HEADSTONE CLEANING and MAINTENANCE

CLIN 10 – Est. Qty. 180 Each Year

Subject to SCA and Commercial Provisions/Clauses

5.2.6.1 General: Work consists of cleaning all markers as specified by the Contracting Officers Representative (COR) to remove objectionable material and discoloration, such as accumulations of animal droppings or mud, tire and hose markings, grass stains, residue from trees, fungus, lichens, and other biological activity. (See Appendix for estimated quantities of marked gravesites requiring headstone cleaning, (i.e., upright markers; niche covers; and memorial markers.)

5.2.6.2 Clean headstones prior to Memorial Day and Veteran's Day and any other times as determined by the Contracting Officers Representative (COR). Each headstone must be washed with cleaning agent and pressure washing one time per year at a minimum. The natural surfaces must be retained. They must not be bleached, painted, white washed or calcimined.

5.2.6.3 Promptly clean headstones that have any dirt splash-up or grass debris from mowing/trimming from the grounds maintenance contractor operations when found.

5.2.6.4 Minor Headstone Cleaning: Clean by dry brushing headstones that have objectionable accumulations of dust, bird droppings, sap or other naturally deposited dirt & debris. Remove with a wet brush and rinse with water debris that cannot be removed by the dry brush method. The headstones most affected are those directly beneath trees and adjacent to roadways.

5.2.6.5 Realign headstones that become misaligned during contractor headstone cleaning operations per "Headstone Raise, Lower, Re-align & Reset" at no additional cost to the Government

5.2.6.6 Protect the turf area from any damage with protection boards or rubber mats. Any turf that is damaged must be restored at no additional cost to the Government per "Turf Renovation".

5.2.6.7 Do not use abrasive blasting and abrasive cleaning solutions to clean headstones.

5.2.6.8 Report the condition of all headstones to the COR monthly the using Headstone, Marker and Niche Cover Maintenance Checklist. (See Attachment 'D'.) The COR will train the Contractor in the proper use of this form.

5.2.6.9 UPRIGHT MARKER CLEANING

5.2.6.9.1 Use only Government-approved cleaning agent and clean water to clean headstones. Cleaning techniques with water may include high pressure spraying, scrubbing and rinsing.

5.2.6.9.2 When pressure washing is utilized, the pressure must not exceed 800 psi. Excessive soiling may be removed with plain water and a stiff brush (no wire brushes), followed by rinsing with clear water.

5.2.6.9.3 If water used in cleaning should soften the soil around the base of the headstone loosening the headstone, take care not to tip the stone out of plumb or alignment.

5.2.6.9.4 Use a cleaning product specifically designed to clean headstones. Acceptable Products: 'D/2 Biological Solution by D/2 Biological Solutions, Inc.; 'Weatherzyme' by United Laboratories, Inc.; or COR-approved equal. Follow manufacturer's printed instructions for product mixing and application. Protect turf from injury. Avoid contact between cleaning agent and turf exposed to direct sunlight. Initially clean two headstones using the approved cleaning agent as a test area to determine efficacy of cleaning and to observe for damage done to turf. COR will inspect and track results. Discontinue use of cleaning agents that are not producing satisfactory results and/or are damaging turf. Continue with cleaning of headstones as approved by COR.

5.2.6.10 MINOR HEADSTONE CLEANING

5.2.6.10.1 Clean headstones soiled by excessive accumulation of dust, bird droppings, sap, and other dirt & debris as approved by the COR.

5.2.6.10.2 Use a dry medium-stiff bristle brush to remove detritus. Wire brushes are not allowed.

5.2.6.10.3 When the dry brush method does not achieve satisfactory results, use a wet brush and clean water to clean headstones by scrubbing and rinsing.

5.3 GRAVESITE MAINTENANCE

CLIN 11 – 10 Qty Per Year

Subject to SCA and Commercial Provisions/Clauses

General Requirements:

- Sunken Grave Renovation (Full Casket Gravesites)
- Sunken Grave Renovation (In-Ground Cremains Gravesites)

5.3.1 SUNKEN GRAVE RENOVATION

5.3.1.1 A sunken grave is defined as any gravesite that has subsided two (2) inches or more from the existing adjacent grade. Standard graves excavated and backfilled are approximately 5 feet wide and approximately 10 feet long.

5.3.1.2 Inspect the cemetery no less than weekly for holes, washouts and sunken graves. (See Appendix for estimated quantities of sunken gravesite in need of repair annually.)

5.3.1.3 Identify on the weekly report by section and headstone number all sunken grave sites in need of renovation. Repair sunken graves within 15 days of identification.

5.3.1.4 Turf Burial Sections: Cut and remove all turf from the gravesite where the sunken grave has occurred, (e.g. remove 5 feet by 10 feet rectangular area of turf from the gravesite).

5.3.1.5 Backfill with COR approved soil and tamped to within twelve (12) inches of finish grade. Place and tamp amended topsoil to bring the gravesite to final grade. The disturbed area must then be raked free of stones and any debris larger than one-half (1/2) inch measured in any direction.

5.3.1.6 Replant turf on gravesites by seed or sod per "Turf Renovation".

5.3.1.7 Backfill with COR-approved soil and tamp to within three (3") to four (4") inches of finish grade. Place and tamp clean aggregate surfacing to match surrounding grades.

5.4 GROUNDS MAINTENANCE

CLIN 12 – Qty 12 Months

Subject to SCA and Commercial Provisions/Clauses

General Requirements:

- Turf Renovation
- Turf Maintenance – Fertilization
- Turf Maintenance – Pest Control
- Turf Maintenance – Mowing, Trimming & Edging
- Turf Maintenance – Aerification
- Turf Maintenance – Topdressing
- Turf Maintenance – Dethatching
- Tree, Shrub, and Planting bed - Maintenance
- Irrigation System – Maintenance
- Winter damage prevention - Maintenance
- Tree, shrub, and Planting Bed – Maintenance
- Drainage Management - Maintenance

Subject to SCA and Commercial Provisions/Clauses

General Requirements:

- ***Turf Maintenance – Pest Control***
- ***Winter damage prevention***
- ***Floral pick-up***
- ***Tree, shrub, and Planting Bed – Maintenance***
- ***Drainage Management – Maintenance***
- ***Debris and waste Management - Maintenance***

5.4.1 TURF RENOVATION

5.4.1.1 Work consists of ground preparation and seeding/sodding of areas of the cemetery where the turf is thin, has died, has become infested, or otherwise is in need of renovation. (See Appendix for approximate square-feet of turf that will need renovation each year.)

5.4.1.2 Non-irrigated turf areas must be prepared and re-seeded twice yearly as needed to restore a healthy stand of turf that is generally free of weeds.

5.4.1.3 The Contractor must be responsible for the removal and disposal of any weeds, dead turf, and must use quality topsoil and compost/seed topper in performance of the seeding]/sodding.

5.4.1.4 All newly dug or refilled graves must be re-planted with turf by seed/sod.

5.4.1.5 Turf damaged by the process of Upright Headstone Raise & Realignment must be repaired as per "Seeding of Individual Gravesites".

5.4.1.6 The finished grade of each gravesite must conform to the height and alignment specifications as expressed in "Headstone Setting and Realignment" section of this contract.

5.4.1.7 Definitions:

5.4.1.8 Turf: Turfgrass, grass, lawn. Any ground cover consisting primary of cultivated turfgrass species, such as perennial ryegrass and fescue.

5.4.1.9 Interseeding: The practice of seeding the same species into itself for the purpose of increasing stand density and recovery of lost grass.

5.4.1.10 Overseeding: The practice of seeding another species over an existing stand to produce viable turf when the existing stand has become dormant.

5.4.1.11 Irrigated Turf: Lawn that has permanent irrigation system installed.

5.4.1.12 Full Sun Areas: Areas receiving more than 5 hours of direct sunlight per day.

5.4.1.13 Part Sun Areas: Areas receiving less than 5 hours of direct sunlight per day normally due to shade from tree canopies.

5.4.1.14 Topsoil: American Society for Testing and Materials (ASTM) D 5268; natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles, conforming to USDA classification for Loam or Sandy Loam; friable, pervious, and compatible in texture with the existing soil to prevent a perched water table; ECe less than 3 mmhos/cm; a minimum of 2 percent/maximum of 10 percent organic material content; pH range between 6 and 8; reasonably free of subsoil, clay lumps, gravel, rocks and other objects more than 13 mm (1/2-inch) in any dimension; and free of weeds, roots, and other extraneous materials harmful to plant growth.

5.4.1.15 USDA. United States Department of Agriculture.

5.4.1.16 ASTM. American Society for Testing and Materials.

5.4.2 TURF RENOVATION - Irrigated Turf

5.4.2.1 VEGETATION REMOVAL:

5.4.2.2 Apply herbicide in a minimum of two applications. Do not turn off the irrigation system until just before the first application of the herbicide. Do not mow the area before application of herbicide. This will allow the turf/weeds to absorb the maximum amount of herbicide.

5.4.2.3 While the turf is still actively growing, the entire vegetated area must be sprayed with a non-selective herbicide (Glyphosate derivative). Application rate must be at the maximum label recommended rate for the complete elimination of the existing turfgrass and weeds. Product label instructions must be followed for elapsed time before moving to the next

procedure to allow the herbicide to fully affect the plant material (approximately 10 to 14 days).

5.4.2.4 After the elapsed time for burn out, the area must then be irrigated to encourage growth of any remaining plant material. When there is sufficient re-growth, the area will 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.

5.4.2.5 Power rake or verticut the entire area to loosen residual plant debris. Remove plant debris and dispose of as indicated for green waste in a legal manner.

5.4.2.6 SOIL PREPARATION

5.4.2.7 Soil Testing: (See requirements of "TURF MAINTENANCE – FERTILIZATION".)

5.4.2.8 Soil Amendment: Follow the recommendations on the soils report for the amendment of topsoil through the incorporation of compost, lime, gypsum, and fertilizers (i.e., macro and micro-nutrients). Obtain soils report from COR for the burial section(s) in which the work is to be executed. Where no soils report is available for a specific burial section, follow the recommendations for the nearest section. Fertilizers containing nitrogen must have minimum of 50% of nitrogen formulated as "slowly available nitrogen" or slow-release form.

5.4.2.9 Prior to supplying the compost, soil amendments and fertilizers, submit the following for the approval of the COR and the Pacific District Agronomist:

5.4.2.10 One-half (1/2) cubic-foot sample of compost, and certification letter from the supplier attesting that compost is U.S. Composting Council Certified

5.4.2.11 Laboratory analysis of proposed soil amendments per the soils report, (i.e., lime, gypsum, etc.) and rate of application in pounds per 1000 square-feet.

5.4.2.12 Composition and laboratory analysis of fertilizer (i.e., N:P:K plus micronutrients) and rate of application in pounds per 1000 square-feet.

5.4.2.13 Regardless of the recommendations of the soils report, add 1 cubic-yard of compost per 1000 square-feet to the soil. Incorporate the compost and other soil amendments uniformly to a depth of 6 to 8 inches by roto-tilling.

5.4.2.14 FINE GRADING:

5.4.2.15 Restore the soil to an even condition before seeding/sodding by rolling in several directions with a standard turfgrass roller filled with water.

5.4.2.16 All irregularities in the finished surface must be corrected to eliminate depressions and high spots. Fill low spots with high quality topsoil, similar to the soil already present, to eliminate the depressions and achieve the desired finish grade.

5.4.2.17 Finish grades adjacent to paving and curbs must be the proper distance below the top of paving to allow for the placement of seed and compost or sod.

5.4.2.18 The finished seed/sod bed must be fine in texture and firmly compacted and free of any plant material, rocks or other debris greater than one-half (1/2) inch.

5.4.2.19 Prepared seed/sod bed areas must be protected from damage by vehicular or pedestrian traffic.

5.4.2.20 SODDING:

5.4.2.21 Sod: Sod must be State-certified. The composition of the grass species in the sod must match existing grass species and cultivars. The sod must be certified weed and pest-free. The grass must be a blend of three regionally adapted cultivars.

5.4.2.22 Prior to delivery of sod, the COR must inspect the work area. Any discrepancies in the ground preparation must be corrected prior to the laying of sod in the work area.

5.4.2.23 Prior to installation of the sod, the COR must have the right to inspect and to assess the condition and quality of the proposed sod. The COR must have the right to reject poor quality sod before installation. The Contractor must warranty the sod for one (1) year from date of Final Acceptance. When sod is installed, control markers should not be covered.

5.4.2.24 The sod must be cut as thinly as possible (3/4 to 1 inch) to allow for faster rooting and must be cut and delivered to the work site the same day of installation. Contractor must make all necessary arrangements to protect delivered sod from excessive drying and wind damage.

5.4.2.25 Sod must be laid expeditiously without interruption, until the work area is completely sodded. Sod must meet elevations of existing adjacent turf.

5.4.2.26 Sod must be laid perpendicular to the direction of the slope with seams staggered and tightly matched, and then tamped lightly or rolled to ensure firm contact with the soil with no air gaps.

5.4.2.27 Sod placement must match existing adjacent grades. Sod must be cut and fitted around all markers, headstones and other objects.

5.4.2.28 Sod must be kept continually moist until it is well rooted and able to survive with routine irrigation scheduling.

5.4.2.29 Gaps between sod slabs must be filled with fine, washed, river sand or 50:50/sand:compost mixture. Place soil/compost along any temporary exposed edges of sod to keep the edges from drying out.

5.4.2.30 Any substitution of sod type must be specifically approved by the COR and Pacific District Agronomist in writing.

5.4.2.31 Begin mowing new turfgrass when the leaf blades reach one inch above normal recommended mowing height. Mow at desired maintenance height (See “Turf Maintenance—Mowing, Trimming & Edging”). Never remove more than 1/3 of the total foliage length.

5.4.2.32 Continue watering and mowing until the new turfgrass is well-established. If weeds germinate with the turfgrass, do not treat with herbicides until the turfgrass has been mowed at least three times. Then eliminate the weeds by using appropriate post-emergent herbicides in accordance with procedures specified under “Turf Maintenance – Pest Control”, (and as indicated in NCA Handbook 3410–Integrated Pest Management Procedures for VA National Cemeteries).

5.4.2.33 SEEDING:

5.4.2.34 Grass Seed: Fresh, clean, dry, new-crop seed complying with "AOSA, Rules for Testing Seed" for purity and germination tolerances. Seed must be labeled in conformance with U.S.

Department of Agriculture rules and regulations under the Federal Seed Act and applicable state seed laws. Wet, moldy, or otherwise damaged seed will not be acceptable.

5.4.2.35 Seed Species: Not less than 95 percent germination, not less 85 percent pure live seed, and not more than 0.5 percent weed seed.

5.4.2.36 Species: Blue Tag certified seed and State-certified. The composition of the grass seed species must be a mix of grass species to match the existing. The grass species must be a blend of at least 3 regionally adapted cultivars. Seed mixes must suit the site's sun exposure; (e.g. where shade is a factor, specify seed mixes for adapted for both sun and shade.)

5.4.2.37 Apply Pacific District Agronomist approved 18:24:12 (N:P:K) granular starter fertilizer at a rate of 5 lbs./1000 sq-ft (200 lbs./Acre). Two surface applications of turf starter fertilizer are required, one immediately prior to seed placement, and another after the first mowing. Split applications such that a maximum of 1 pound of actual Nitrogen is applied per 1000 square-feet of seed bed. Broadcast fertilizers using an accurately calibrated spreader to uniformly apply fertilizer to the designated area. Contractor should provide COR with pictures of fertilizer application for GMP yearly records.

5.4.2.38 Place seed mechanically by drill seeder or slit seeder, directly placing the seed in contact with the soil. Provide two passed of the mechanical seeder at 45 degree angles to each other with seeder set at 2-inch spacing. Apply seed at 8 to 10 lbs./1000 sq-ft (400 lbs./Acre) for bare areas, and at 3 to 4 lbs/1000 sq-ft (150 lbs./Acre) for interseeding.

5.4.2.39 SODDING OF INDIVIDUAL GRAVESITES

5.4.2.40 Prepare sod bed as indicated for "Turf Renovation – Irrigated Turf" beginning with "Soil Preparation," unless noted otherwise.

5.4.2.41 Finish grade of graves must be backfilled with topsoil below the adjacent gravesites allowing for thickness of sod to replant gravesite. Verify sod thickness with supplier.

5.4.2.42 Apply 18:24:12 Pacific District Agronomist approved (N:P:K) granular starter fertilizer at 5 lbs. per 1000 sq-ft. using a calibrated spreader.

5.4.2.43 Plant areas with Sod. The composition of the grass species in the sod must match the existing grass species and cultivars. The sod must be certified weed and pest-free. The grass species must be a blend of three regionally adapted cultivars and must match surrounding turf variety in color and texture.

5.4.2.44 Thoroughly hand water to maintain moist soil conditions until turf is re-established.

5.4.2.45 Hand mow new turf with walk-behind mowers until established to prevent damage from riding mowers.

5.4.2.46 SEEDING OF INDIVIDUAL GRAVESITES

5.4.2.47 Prepare seed bed as indicated for "Turf Renovation – Irrigated Turf" beginning with "Soil Preparation," unless noted otherwise.

5.4.2.48 Finish grade of graves must be backfilled with topsoil to within 3/8-inch below the adjacent gravesites to provide required depth for seed and compost/seed topper to replant

gravesite, or to repair turf around headstones associated with a Headstone Raise and Realignment effort.

5.4.2.49 Apply 18:24:12 Pacific District Agronomist approved (N:P:K) granular starter fertilizer at 5 lbs. per 1000 sq-ft. using a calibrated spreader.

5.4.2.50 Seed areas at 8 to 10 lbs. per 1000 sq-ft. using a calibrated seed broadcaster.

5.4.2.51 Cover seed with approximately 1/2 inch of approved organic compost. Compost must be 100% organic humus from green waste compost, black or darker shade of brown in color, free of twigs, leaves, animal manures, and objectionable odors. Compost must be U.S. Composting Council Certified.

5.4.2.52 Alternatively, protect seeded areas with erosion-control blankets and fastened with biodegradable materials according to manufacturer's written instructions.

5.4.2.53 Thoroughly hand water to maintain moist soil conditions until turf is re-established. Keep seed and seedlings moist until turf is established.

5.4.2.54 Do not mow until grass has reached 4 inches in height. Hand mow new turf with walk-behind mowers until established to prevent damage from riding mowers.

5.4.2.55 INTERSEEDING by SLIT SEEDING (Irrigated and Non-Irrigated Turf)

5.4.2.56 Interseed all non-irrigated turf, and thin or bare irrigated turf, in early fall (late September/early October), and again in early spring (late February/early March) to coincide with annual rainfall. Begin biannual overseeding regime in spring of Base Year and perform in fall and spring every year thereafter as approved by the COR. COR will designate areas of irrigated turf to be interseeded.

5.4.2.57 Apply post-emergent herbicide to kill both broadleaf and grass weed species. Wait until herbicide has effectively killed weeds before proceeding to next step. Reapply herbicide as needed to achieve 90% kill of weed species.

5.4.2.58 Mow existing vegetation as short as possible, 1/2 to 1 inch in height, removing clippings from the site with bag attachments.

5.4.2.59 Verticut the areas to be overseeded to loosen surface soil to a depth of 1-inch, and to rake out loose vegetation. Remove loose vegetation from site. Verticut in two directions at 45 degrees angles to each other. (See “Turf Maintenance – Aeration”.)

5.4.2.60 Apply 18:24:12 Pacific District Agronomist approved (N:P:K) granular starter fertilizer at a rate of 5 lbs./1000 sq-ft (200 lbs./Acre).

5.4.2.61 Two surface applications of turf starter fertilizer are required, one immediately prior to seed placement, and another after the first mowing. Split applications such that a maximum of 1 pound of actual Nitrogen is applied per 1000 square-feet of seed bed. Broadcast fertilizers using an accurately calibrated spreader to uniformly apply fertilizer to the designated areas.

5.4.2.62 Interseed cool season turf by mechanical slit seeder with seed mix at 3 to 4 lbs./1000 sq-ft (175 lbs./Acre) for thin turf; and 8 to 10 lbs./1000 sq-ft (400 lbs./Acre) for bare areas. (Interseed warm season turf by mechanical slit seeder with seed mix at 1-1/2 to 2 lbs./1000 sq-ft (90 lbs./Acre) for thin turf; and 3 to 4 lbs./1000 sq-ft (175 lbs./Acre) for bare areas.)

5.4.2.63 Use a slit seeding unit equipped with verticutting blades that cut through existing vegetation and opens up a slit or miniature furrow in the soil. The depth of the slit into the soil must be no more than 1/2 the length of the grass seed husk.

5.4.2.64 Make two passes with the slit seeder at 45 degree angles to each other leaving a diamond shaped pattern with the seed placed into the soil at 1/2 inch apart.

5.4.2.65 ESTABLISHMENT

5.4.2.66 Care for turf by watering, mowing, and fertilizing until a healthy stand of turf is established.

5.4.2.67 Hand mow with walk-behind mowers until turf is established to prevent damage from riding mowers.

5.4.2.68 SATISFACTORY TURF

5.4.2.69 Turf installations must meet the following criteria as determined by COR:

5.4.2.70 Satisfactory Sodded Turf: At end of 30 days, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities, with coverage exceeding 95 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).

5.4.2.71 Satisfactory Seeded Turf: At end of 30 days, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).

5.4.2.72 GUARANTEE

5.4.2.73 The Contractor, coordinating with the COR, must be responsible for mowing, trimming, and ensuring all new turf areas are automatically irrigated, and maintained in a healthy and vigorous condition.

5.4.2.74 The Contractor must, at his own expense, replace any turf which has died or been damaged within 30 days of being installed.

5.4.2.75 Healthy turf must be re-established within 30 days on all grave re-openers during the growing season.

5.4.2.76 Seeded turf on grave re-openers not established with 30-days must be replanted immediately by sod.

5.4.3 TURF MAINTENANCE – FERTILIZATION

5.4.3.1 Contractors are responsible for maintaining the turf area of the cemetery and the immediate area surroundings of the cemetery in a healthy condition by proper application of fertilizers and soil amendments and soil conditioners indicated in soil tests for each burial section and as described herein.

5.4.3.2 FERTILIZER REQUIREMENTS

5.4.3.3 Fertilizer: Apply Phosphorus, Potassium and micronutrient components of fertilizer based on the results and recommendations of soil reports. Apply Nitrogen component from slowly-available nitrogen sources as indicated below.

5.4.3.4 Apply at least 5 to 6 pounds of actual Nitrogen per 1,000 square feet per year with 30% to 50% of the Nitrogen from controlled-release sources and organic sources. To avoid salt burn limit single application of Nitrogen to 1.5 to 2.0 pounds per 1000 square-feet with: no more than 1.0 pound water-soluble Nitrogen, and 0.5 to 1.0 pound of controlled-release Nitrogen.

5.4.3.5 The fertilizer for cool season grasses must be split into 4 or more applications every year March/April, May, September and November. Apply first application after initial heavy flush of spring growth has subsided. (Apply one to two weeks prior to Memorial Day and Veterans Day to "green-up" the lawn.) The fertilizer must be uniformly applied with an accurately calibrated spreader.

5.4.3.6 The fertilizer for warm season grasses must be split into 5 applications every year: January, March, May, August and September. The fertilizer must be uniformly applied with an accurately calibrated spreader.

5.4.3.7 Maintain soil pH at optimal level between 6.3 and 6.8 or in accordance with recommended levels from soils testing results for cool season turfgrass; and between 6.5 and 7.5 for warm season turfgrass through the application of pH adjusters.

5.4.3.8 Lime: When pH below 6.5 in soil tests indicates a need for lime, apply lime at the rate and frequency indicated in those tests. For single applications, apply lime in fall immediately after soil aerification. Split applications if report requires more than 50 pounds per 1000 square-feet to be applied to correct soil pH. Use a pelletized product for ease of application.

5.4.3.9 Elemental Sulfur: When pH above 7.0 in soil tests indicates a need for elemental sulfur, apply elemental sulfur at the rate indicated in those tests. Limit sulfur applications to 5 pounds per 1000 square-feet every 5 to 6 weeks during the active growing season until the total recommended amount of product has been applied. Use a pelletized product for ease of application.

5.4.3.10 Gypsum: When soil tests indicate a need for gypsum, apply gypsum at the rate and frequency indicated in those tests. Provide applications in the spring and fall immediately after soil aerification. Split applications if report requires more than 50 pounds per 1000 square-feet to be applied to correct soils. Use a pelletized product for ease of application. Product must be derived from: Calcium Sulfate and consist of: Calcium (Ca) 21.00%; Sulfur (S) 16.00%; and Gypsum ($CaSO4 \bullet 2H2O$) 60.00%.

5.4.3.11 Humates: Where soil tests indicate soil organic matter less than 6%, apply humates at the manufacturer's recommended rates of 750 lbs. per Acre indicated on their printed instructions. Time of application must be immediately after soil aerification. Use a pelletized product for ease of application. Product must be derived from mined Gypsum and have a guaranteed minimum analysis: Calcium Sulfate dihydrate (CaSO42H20) 35.00%; Calcium (Ca) 7.00%; Sulfur (S) 5.00%, plus Humic Acids 1.5% derived from Leonardite.

5.4.4 FERTILIZER EQUIPMENT AND SUPPLIES

5.4.4.1 Provide all required chemicals, fertilizers, soil amendments and any other supplies as indicated in the "Turf Application Schedule".

5.4.4.2 Provide all necessary personnel, applicators, hoses and other equipment. Water will be furnished by the Government at no cost to the Contractor.

5.4.5 SOIL TESTING

5.4.5.1 Test soils during the base year and every year thereafter before the spring fertilizer application. Soil tests must be conducted by a qualified, independent soils and plant laboratory, university laboratory, or an Agricultural Extension recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed. Soil laboratories affiliated with vendors are not permitted.

5.4.5.2 Provide soil reports and recommendations for each distinct geographic region in the cemetery in each testing year. Soil extractions must be performed in accordance with standard guidelines for agricultural soil sampling and under the observation of the COR. Soil samples must be taken from areas within the cemetery that will properly represent the soil conditions. The soil test reports must clearly identify the cemetery section(s) from which the samples were taken to assist the contractor in the application of specific soil amendments. The soil reports must clearly identify the "crop" (i.e., turf species) and whether the recommendations are for maintenance of existing turf, or planting of new turf. For each soil sample submitted to the laboratory, a minimum of 10 soil extractions must be taken. Extractions may be taken using a standard 12-inch soil core sampler.

5.4.5.3 See the following link for instructions on how to determine areas to be samples and how to take soil samples: General Information (al-labs-west.com)

5.4.5.4 The Contractor must provide a copy of each soil test results and recommendations to the COR and Pacific District Agronomist for approval prior to the fertilizer and amendment purchase.

5.4.5.5 Provide soil analyses in the form of a graphical report showing:

5.4.5.6 Soil composition (USDA particle size analysis indicating percentages of sand, silt and clay).

5.4.5.7 Percent organic matter.

5.4.5.8 Macro and micro nutrient fertility tests as determined by pH.

5.4.5.9 Salinity (ECe).

5.4.5.10 Nitrate nitrogen, ammonium nitrogen, phosphate phosphorous, potassium, calcium, magnesium, soluble copper, zinc, manganese, iron saturation extract, boron and sodium analyses.

5.4.5.11 Exchangeable Sodium Percentage (ESP).

5.4.5.12 Cation exchange capacity (CEC).

5.4.5.13 Sodium Absorption Ratio (SAR).

5.4.5.14 Soil Infiltration Rate Testing.

5.4.5.15 Report suitability of tested soils for plant growth: Based upon the test results, the laboratory must provide recommendations for fertilizers and soil amendments to be applied

for the maintenance of healthy turf. For turf renovation, the recommendations of the soil testing must provide soil preparation amendments for planting of new turf.

5.4.5.16 State recommendations for macro and micro nutrients in pounds per 1,000 square foot or tons per acre, as necessary to correct soil nutrient deficiencies.

5.4.5.17 State recommendations for soil amendments to be added in pounds per 1,000 square foot or tons per acre to adjust soil pH to within the optimal range for turfgrass health.

5.4.5.18 State recommendations for soil amendments to be added in pounds per 1,000 square foot or tons per acre to correct soil salinity problems where ECe is greater than 4.0 dSm-1 and ESP is less than 15%.

5.4.5.19 State recommendations for soil amendments to be added in pounds per 1,000 square foot or tons per acre to improve soil permeability and increase soil infiltration rates.

5.4.5.20 For Turf Renovation: state recommendations for compost to be added in cubic yards per 1000 square feet to adjust soil organic matter content of the soil to a minimum of 4 and maximum of 6 percent.

5.4.6 VERIFICATION

5.4.6.1 List dates for fertilizer applications on the Cemetery Grounds Management Plan. The actual date of application must be reported to the COR no later than 5 working days after completion of work.

5.4.6.2 Submit to the COR and Pacific District Agronomist for approval, laboratory analyses and compositions of each soil amendment and each fertilizer intended for use on the cemetery prior to procuring those products.

5.4.6.3 Submit to the COR and Pacific District Agronomist a spread sheet listing each burial section in the cemetery and indicating each fertilizer composition (i.e., N:P:K plus micronutrients), and soil amendment (i.e., lime, gypsum, elemental sulfur) to be applied in each burial section corresponding to the recommendations of the soils reports. The spread sheet will list each product's manufacturer, trade name and application rate in pounds of product per Acre or 1000 square feet.

5.4.6.4 Documentation of compliance with the soil test application rate must be provided to the COR within 5 working days of fertilizer/soil amendment application. Examples of suitable documentation include: purchase order; invoice; or delivery documents.

5.4.7 **TURF MAINTENANCE – PEST CONTROL**

5.4.7.1 GENERAL REQUIREMENTS

5.4.7.2 Contractors must be responsible for maintaining the turf area of the cemetery and the immediate area surroundings of the cemetery in a healthy condition by proper application of fertilizers, and chemicals (to control weeds, diseases, and invertebrate and vertebrate pests). Turf in high visibility areas must be at least 90 percent pest and disease free.

5.4.7.3 Conduct pest control in accordance with requirements as stated in NCA Handbook 3410 – Integrated Pest Management Procedures for VA National Cemeteries.

5.4.7.4 For Water-Wise cemeteries, “pest control” must provide weed and pest free burial sections and planting beds.

5.4.7.5 DEFINITIONS:

5.4.7.6 Pest is defined as any plant or animal detrimental to humans or human concerns including weeds, fungi, molds, vertebrates, and invertebrates.

5.4.7.7 An animal is any living thing that is not a human being or a plant.

5.4.7.8 A pesticide is herbicide, insecticide, fungicide, and poisonous baits.

5.4.7.9 SAFETY/REGULATORY REQUIREMENTS:

5.4.7.10 All application methods of must be in strict accordance with manufacturer, Department of Environmental Protection and all federal, state and local laws.

5.4.7.11 All applications must be made in accordance with manufactures label instructions to ensure proper rate and timing of application. Ten (10) work days prior to any scheduled application, the Contractor shall provide to COR, a copy of product label for each chemical used, the amount and application rate, and appropriate supporting Safety Data Sheets (SDS) sheets in accordance with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS).

5.4.7.12 Contractor shall keep a record of all pesticides applied and shall submit to the COR within five (5) working days after application a fully completed “Pesticide Application Data Sheet” for review and approval, with a copy sent to the Pacific District Agronomist. (See Attachment F.) The COR will train the Contractor in the proper use of this form. Records will show type, amount, application area, and weather conditions.

5.4.7.13 Report herbicides/pesticide use to the County Ag Commissioners Office's when required by local jurisdictions.

5.4.7.14 Contractor personnel applying pesticides must possess a current, valid, state-issued, commercial pesticide/herbicide application license. Provide a copy of the license to the COR. The Contractor must be responsible for any damage resulting from the application of any fertilizer, herbicide or pesticide treatments.

5.4.7.15 Train employees on environmental issues such as ground water contamination, wetland protection, poison control, and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

5.4.7.16 Prevent the public and cemetery employees from accidentally becoming exposed to pesticides during an application or from encountering treated areas after the application has been made. Contact the Agricultural Commissioner's office for instructions on restricted entry intervals and posting. In compliance with these instructions, provide the required safety warning devices, barricades and signage at all work sites to eliminate hazards from public visitors and cemetery employees.

5.4.7.17 Prior to fertilizer and/or pesticide application, the contractor shall at a minimum, post appropriate flags or markers in all areas to be treated for a period of 24 hours after a fertilizer and/or pesticide treatment has been applied accompanied by a sign informing the

public of the time and date of the chemical application. Remove all flags and signs upon expiration of the 24-hour period.

5.4.7.18 In addition to, or in compliance with instructions from the Agricultural Commissioner's office on posting, prior to an herbicide application, the Contractor shall provide and install signage that clearly states the following: "CAUTION - HERBICIDE APPLICATION IN PROGRESS."

5.4.7.19 The signage shall be COR-approved and shall be uniformly spaced along all perimeters of the application area, and at all regular points of public entry, and shall remain standing for 24 hours after application is complete. If the herbicide has a restricted entry interval, the signage shall be removed by the Contractor within 24 hours after the expiration of the restricted-entry interval. The Contractor is responsible for the removal and disposal of all signage, warning devices, etc.

5.4.7.20 The contract work shall not jeopardize the safety of any persons, or jeopardize the protection any plant material or property within the cemetery. Contractor shall not make turf applications, particularly those involving hazardous materials, when people are present in or passing by any such work area(s). Such work in Visually Prominent Areas and along major pedestrian routes, and in any area where a funeral or ceremony is taking place or will take place within 2 hours, shall be rescheduled by the Contractor to an earlier or later time, or to a time before or after cemetery visiting hours as determined by the COR.

5.4.8 WEED CONTROL - GENERAL:

5.4.8.1 Control weeds throughout the cemetery year-round, using Contractor-provided herbicides with emphasis given to Visually Prominent Areas. The result shall be that 100 percent of Visually Prominent Areas (interment sections, committal service shelters, columbaria and memorial walkways, flagpole/assembly area, public buildings, and entrance gate; areas adjacent to the main entrance road; and primary roads/routes to committal service shelters, burial areas, the entrance way) shall be 98 percent weed free. Ninety-eight percent weed free means that the population of weeds is very widely scattered and visually insignificant when the total expanse of the cemetery turfgrass is observed. The weeds in no way distract from the visual attractiveness of the landscape.

5.4.8.2 Make applications in accordance with manufacture's label instructions to insure proper rate and timing of application. Provide and apply liquid broadleaf herbicide no earlier than 6 hours before anticipated rainfall to allow herbicide sufficient time to be absorbed into plant tissue to maximize the herbicide's full potential. Any rainfall that is received within this six-hour time frame after the application will require the Contractor to treat all turf areas a second time at no additional cost to the Government.

5.4.8.3 Control weed growth and disease in turf by means of mowing, trimming and pesticide application or any other method approved by the COR. The person in charge must possess current, valid, state-issued license to use pesticides. Broadcast applications of pesticides for weeds shall be accomplished in the spring and the fall. Spot treatments of pesticides for weed control shall occur monthly unless noted otherwise.

5.4.8.4 Follow herbicide manufacturers’ precautions on maximum applications per year for both spot and broadcast applications. Do not apply herbicides which will inhibit the germination

of grass seeds. Follow herbicide manufacturers' precautions for timing use of product on interseeded/overseeded turf. Do not apply herbicides on overseeded/interseeded turf until turf has been mowed two times, or four weeks after emergence (whichever is longer) before making a post-emergence application. Weed control products shall be compatible with interseed/overseed present on the cemetery, and shall not damage the turf either by misapplication or inappropriate product selection.

5.4.8.5 Coordinate Turf Herbicide Applications with special programs for the control of invasive weed pests such as Bermuda grass and Kikuyugrass.

5.4.8.6 Grass Weed Pre-Emergent: Apply grass pre-emergent herbicide in granular form when treating for annual bluegrass, crabgrass, dallisgrass, goosegrass, johnsongrass, Bermuda grass, kikuyugrass, and any other target weed species present at manufactures recommended rate allowable for the species of turfgrass and region of the country. Apply pre-emergent one to two weeks prior to the anticipated seed germination when soil temperatures register between 50 to 55°F for 3 consecutive days. Apply a second sequential application of the same product 8 to 10 weeks following the first application. Apply pre-emergent with calibrated spreading equipment. The Contractor is solely responsible for damage to headstones or any other structures, and newly seeded turfgrass caused as a result of any pre-emergent application or herbicidal treatment. Alternate between herbicide products containing atrazine, dithiopyr, pendimethalin, and prodiamine to reduce herbicide resistance.

5.4.8.7 Annual Bluegrass (Poa annua) Control: To limit annual bluegrass germination during winter, apply pre-emergent herbicides listed above in late summer or early fall when soil temperatures drop below 70°F. Repeat application in early spring. In addition to the pre-emergent herbicide application, apply post-emergent herbicide spot applications of ethofumesate, foramsulfuron, pronamide, sulfosulfuron, and trifloxysulfuron to young annual bluegrass plants. Successful control will be measured as cemetery turf with less than 10 percent annual bluegrass weeds.

5.4.8.8 Broadleaf Weed Control: Apply broadleaf herbicides with calibrated measured spraying equipment (not a hose end sprayer). The chemical must address issues of various broadleaf weed types which include dandelion, white clover, bristly oxtongue, speedwell, bristly mallow, California burclover, filaree, chickweed, curly dock, yellow wood-sorrel, black medic, plantain, spurge, prickly lettuce, purslane, and other target weed species present. Applications must be timely and at the proper dosage so that perennial weeds do not go to seed. Utilize both broadcast applications and spot-applications of chemicals to turf areas throughout the cemetery as appropriate for the degree of weed pressure. Use three-way herbicide products containing triclopyr; 2,4-D; and dicamba. Tank mix with MCPP or MCPA to increase spectrum of control.

5.4.8.9 Grass Weed Control: Apply grass weed herbicides with calibrated measured spraying equipment (not a hose end sprayer). Applications must be timely and at the proper dosage so that grass weeds do not go to seed. Utilize both broadcast applications and spot-applications of chemicals to grass weeds in turf areas throughout the cemetery as appropriate for the degree of weed pressure. Alternate between herbicide active

ingredients to reduce herbicide resistance. For example, apply triclopyr in the spring, and quinclorac in the summer to reduce herbicide resistance. Tank mix with MSMA or fenoxapropto increase spectrum of control.

5.4.8.10 Sedge Weed Control: Apply sedge weed herbicides with calibrated measured spraying equipment (not a hose end sprayer). The chemical must address issues of various weeds which include green kyllinga, annual sedge, purple nutsedge, yellow nutsedge, and aquatic sedges. Applications must be timely and at the proper dosage so that grass weeds do not go to seed. Spot-apply chemicals throughout the cemetery where infestations are evident, particularly in moist and low-lying areas prone to poor drainage. Tank mix with adjuvant per manufacturer's printed instructions. Reapply 4 to 6 weeks per manufacturer's printed instructions. Alternate between herbicides products containing halosulfuron, imazosulfuron, and sulfosulfuron to reduce herbicide resistance.

5.4.8.11 Fungi: Employ IPM methods for reduction and treatment of fungi such as improving drainage through aeration and thatch removal; and proper mowing, fertilization and irrigation techniques to eliminate the conditions favorable for the growth of fungus. Application of fungicides is generally not required.

5.4.9 VERTEBRATE PEST CONTROL:

5.4.9.1 Establish a treatment plan to control Vertebrate Pests within the developed cemetery grounds throughout the calendar year for approval of COR. This schedule shall be incorporated into the Grounds Management Plan.

5.4.9.2 Vertebrate Pests include, but are not limited to: gophers, moles, voles, mice, rats, ground squirrels, rabbits, skunks, raccoons, wild pigs, badgers, geese, coots, and snakes and other target pests present. Control pests by trapping, elimination of their food source, or other effective methods. Trapping must be performed by licensed professionals permitted to trap the target pest. Shooting of animals will not be authorized. Comply with U.S. Fish and Wildlife laws and regulations, and state Fish and Game Code with regard to baiting and trapping of animal pests. Dispose of or relocate animal pests in accordance with federal, state and local laws.

5.4.9.3 If soil is disturbed by these pests, fill holes/ruts with topsoil or other COR-approved material, tamp and re-grade. Areas of repair include both turf and planting beds. Cut and remove damage to turf areas to provide clean edges, and replant with sod per "Turf Renovation.". When mowing, mark off and avoid newly sodded areas until the turf is established. Repair planting beds to original condition, including re-establishing grades, re-planting, re-mulching, and repairs to irrigation systems.

5.4.9.4 Within 10 calendar days from start of the contract period, conduct a complete inspection of the cemetery grounds and document all vertebrate pest damage using Attachment 'G' "Vertebrate Pest Inspection Sheet" or other COR-approved document. Provide this completed document to the COR. Within 15 calendar days from the start of the contract period the Contractor must have treated with bait, and/or set traps to eliminate the pests. With 20 calendar days from the start of the contract period the Contractor must have correctly repaired the areas damaged from pest activity with matching turf. The document

shall identify the following: Pest Species, Location (ID Number, Section, and Headstone) of all treatments. Provide this document to the COR each week, and identify work that took place within the previous seven days.

5.4.9.5 Approximately 30 days after the start of the contract period, and every 15 days thereafter as required, the COR will inspect the cemetery grounds to determine if the vertebrate pest damage has been reduced to an acceptable level. Also at that time, the COR will determine if the damaged turf has been repaired to an acceptable level. (Acceptable is defined as 90% of vertebrate pests are eliminated).

5.4.9.6 Inspect for pest damage at least weekly. If any additional signs of pest damage are found set baits and/or traps the day of discovery. Document and report the inspections to the COR on a weekly basis.

5.4.9.7 Inspect each irrigation equipment valve box for soil spoils from pest activity. Remove soil from irrigation valve boxes, and install 1/2-inch square by 16 gauge galvanized steel mesh under and up sides of box to prevent pest intrusion. Secure mesh to sides of box with galvanized steel fasteners.

5.4.9.8 Geese control: Control geese through a combination of proven methods to discourage geese from settling on the cemetery prior to geese molting. Once geese have molted they will not be able to fly and will be impractical to remove from the cemetery. Initiate control measures as soon as geese are present and is approved by the COR.

5.4.10 INVERTEBRATE PEST CONTROL:

5.4.10.1 Control pests that include but are not limited to: insects (all life cycle stages), and spiders by insecticides, biological controls or other effective methods. Insect pests include but are not limited to: Grubs, Ants, Crane Fly, Wasps.

5.4.10.2 Establish a treatment plan to control invertebrate pests identified within the developed cemetery grounds throughout the calendar year for approval of COR. Incorporate this schedule into the Grounds Management Plan.

5.4.10.3 Treat turf areas in the cemetery in accordance with the approved schedule with a broadcast application of granular herbicide effective in the control of invertebrate pest species present on the cemetery. The frequency of application must be in accordance with the manufacturer's printed instructions for the control of the target pest species.

5.4.10.4 In addition to broadcast applications, provide spot-application of pesticides directly to pest nests on monthly or on an as-needed basis as approved by the COR.

5.4.10.5 Acceptable level of control is defined as 90% of invertebrate pests are eliminated.

5.4.10.6 Keep buildings free of wasps and their nests with particular attention given to the skylights on the Committal Shelters, entries to PIC and Admin. Bldg., and under ledges on Columbarium walls.

5.4.10.7 North American honey bees must be live trapped and relocated by a specialist in bee keeping.

5.4.11 FERTILIZER AND PESTICIDE APPLICATION:

5.4.11.1 Apply turf applications with appropriate calibrated spreading and spraying equipment. Uniformly distribute liquid and pellet surface applications within the cemetery's defined area of coverage. Apply herbicides under calm wind conditions to eliminate any potential for wind drift. Comply with pesticide label precautions to where surface run-off is likely to occur or near a water source.

5.4.11.2 Use an appropriate non-staining, green-colored, marker dye compatible with the herbicide being applied for spot applications of herbicide.

5.4.11.3 Use surfactants and adjuvants with herbicides to improve herbicidal activity or application characteristics when recommended by herbicide manufacturer.

5.4.11.4 List each turf application and planned application date within the Grounds Management Plan. Applications must be provided in accordance with manufacturers label instructions to ensure proper rate of active ingredient (ai) and timing. Apply Fertilizers, Herbicides, and Soil Conditioners in accordance with NCA Standards and as indicated herein.

5.4.11.5 Do not dispose of, rinse, mix nor store any herbicide containers/bags on cemetery premises, unless authorized in advance by the COR. Do not keep or store herbicide application equipment or agricultural chemicals on the cemetery premises when applications are not in progress.

5.4.11.6 Thirty (30) days after completion of the application, jointly inspect the pesticide application with the COR and assess results. In areas where results are less than acceptable* re-perform the application at no additional cost to the Government. (*Acceptable is defined as 90% of target pest species are eliminated).

5.4.11.7 Take precautions to prevent damage to the cemetery, in any manner, including headstones, monuments, shrub and flower beds, trees and other structures during maintenance operations. Current replacement costs for headstones, other cemetery structures or property damaged by the work under this contract will be deducted from the contract price.

5.4.11.8 Do not use any pesticide or fertilizer in either granular or liquid form that will stain or discolor any headstones. Notify the COR of all materials scheduled for use on turf before beginning any turf application. Clean cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of the application.

5.4.11.9 Wash-down with water all soiled or stained structures, headstones, and monuments at the end of each workday. Do not use hazardous chemicals at any time on Government property. Bear all costs associated with washing and cleaning. Notify the COR of any such soiling or staining of structures prior to washing/cleaning.

5.4.12 TURF MAINTENANCE – MOWING, TRIMMING & EDGING

5.4.12.1 SCOPE

5.4.12.2 Turf must be maintained at a height within one-inch range of that which is professionally recommended for the turfgrass type appropriate for the geographic region. Optimally, the height is no more than half an inch above that range. Turf surrounding a headstone must be trimmed to the recommended height. There must be no signs of "grass burns" caused by mowers. There must be no signs of turf being "scalped" by string trimmers.

5.4.12.3 The Contractor must be responsible for mowing, trimming and edging all grass within the cemetery and any grass outside perimeter enclosure walls and fences. This encompasses both irrigated turf grass, and non-irrigated grasses/lawns within the developed area of the cemetery.

5.4.12.4 Vegetation in visually-prominent areas within the undeveloped areas of the cemetery must be mown to present a well-maintained appearance. All other vegetation within the undeveloped areas of the cemetery must be mown to prevent fire hazard.

5.4.12.5 EQUIPMENT

5.4.12.6 Riding mowers may be used if they are not operated within 2 inches of headstones, monuments, tree trunks or other vertical elements unless directed to do so by the COR.

5.4.12.7 Thirty-inch (30”) deck or smaller commercial walk-behind mowers must be used to mow along curb edges, small spaces, and areas too steep to mow with riding mowers.

5.4.12.8 Sixty-inch (60”) minimum and Seventy-two-inch (72”) maximum deck mowers must be used to mow aisles between upright headstones within burial sections. Wheel paths of mowers must not align on return passes within aisles to avoid creating ruts in the turf area.

5.4.12.9 Mowers with decks larger than Seventy-two inches (72”) must be comprised of multiple “contour” cutting units to prevent scalping of turf.

5.4.12.10 Brush mowers with rotary cutters, or flail crop shredders will be used to clear vegetation in buffer areas and undeveloped areas of the cemetery. Deck size as required to perform task.

5.4.12.11 Commercial-grade power trimmers and power edgers will be used to trim grass from around headstones, monuments, curblines, walkways, etc. Power trimmers must be equipped with scalp-protectors.

5.4.12.12 Cutting blades on mowing and trimming equipment must be sharpened every 20 hours of use, at the minimum so that grass tips are cleanly cut, and not torn or damaged. Cutting heights of all mowing equipment must be set according to heights specified below. The height of grass is what is measured to get correct cutting height.

5.4.12.13 GENERAL REQUIREMENTS

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

Cutting Height - Inches	Turf Grass Species
1.0 to 1.5	Warm Season Turfgrass
3.0 to 3.5	Cool Season Turfgrass

5.4.12.14 Maintain turf in burial and public areas at a height within one inch range of that which is professionally recommended for the grass type by the State University Agricultural Extension. Optimally, the height must not be more than half an inch above that range and of consistent height throughout the sward. For example, the height of cool season turfgrass (e.g., perennial ryegrass, turf-type tall fescue, Kentucky bluegrass) should be maintained between 2.0 and 3.5 inches in height. In no circumstances must the turf be allowed to grow

taller than 4.0 inches or to be cut lower than 3.0 inches. Cool-Season Turf that is cut lower than 2.0 inches must be repaired by Turf Renovation at no additional cost to the Government. Warm-Season Turf (e.g., Bermuda grass, zoysia grass, paspalum) should be maintained between 1.0 and 1.5 inches in height. In no circumstances must the turf be allowed to grow taller than 2.0 inches or to be cut lower than 1.0 inches. Turf that is cut lower than 1.0 inches must be repaired by Turf Renovation at no additional cost to the Government.

5.4.12.15 Maintain non-irrigated vegetation in visually prominent areas of the cemetery by mowing. Maintain vegetation height at 4 to 6 inches. In no circumstances must the vegetation be allowed to grow taller than 6 inches.

5.4.12.16 Do not remove more than 1/3 of the grass leaf surface at any one mowing.

5.4.12.17 Be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear providing a cleaner cut, and avoids creating tire ruts in the turf areas.

5.4.12.18 Clean mowing and trimming equipment prior to entering the cemetery grounds. This will minimize the possibility of introducing weed contaminates to cemetery turf from areas outside the cemetery grounds. Contact the COR to inspect the equipment prior to unloading.

5.4.12.19 Clean mowing and trimming equipment prior to moving equipment from a turf area known to contain invasive weed infestation (e.g., kikuyugrass, Bermudagrass) to a turf area free of that weed infestation. This will minimize the spreading the weed infestations within the cemetery grounds. Contact the COR to inspect the equipment prior to proceeding from turf area to the next.

5.4.12.20 Provide one or more commercial-grade mowers that will be dedicated to mowing areas known to be infested with Kikuyugrass and/or Bermuda grass. The mower(s) shall be able to professionally mow all areas within the infested cemetery sections. These mowers shall be marked with a 12-inch wide painted white stripe or decal from bumper to bumper to distinguish these mowers from the other mowers used on the rest of the cemetery.

5.4.12.21 Take the utmost care not to damage headstones, floral or commemorative items, structures, survey monuments, irrigation equipment, and trees while performing mowing, trimming and edging services. Repair or replace all damaged items caused by the Contractor to the satisfaction of the COR at no additional cost to the Government.

5.4.12.22 Remove and replace all floral and commemorative items, such as fresh cut flowers, wreaths, (and artificial flowers, and potted plants when allowed), to their proper gravesite during the course of performing mowing and trimming services. Remove floral and commemorative items in accordance with the Sacramento Valley National Cemetery's Floral Policy. (See "Trash and Debris Removal".) Clean and replace floral vases inside the floral vase receptacles. Stack floral vases so they do not collect water.

5.4.12.23 Newly seeded and sodded turf will be present at newly interred gravesites, second interment gravesites, and renovated gravesite locations. New seedlings and sod must be hand mowed until it is fully established to the point where riding mowers will not cause damage to the turf.

5.4.12.24 Mow around trees in a manner that prevents “ringing pattern” around the tree and associated damage to turf. Take care not to disturb adjacent bark and rock mulch beds while mowing. Reposition mulch into their respective beds.

5.4.12.25 Vary mower wheel width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.

5.4.12.26 Trim un-mowed grass around headstones, monuments, and other vertical surfaces to keep the grass at the height standard for mown turf without scalping between stones or around stones. Scalped turf between headstones must be repaired as per “Turf Renovation” at no additional cost the Government, and will require additional weed control measures to prevent weeds from populating these scalped zones.

5.4.12.27 Clean headstones, section markers, walkways, curbs, concrete bases, signs, and roads of grass clippings and leaves after mowing, weed-eating, edging, and trimming. Do not use leaf-blowers to move grass clippings into planting beds and rock gardens.

5.4.12.28 PROCEDURE

5.4.12.29 Frequency of Mowing, Trimming, & Debris Removal: Mow, trim and remove clippings as required (generally once every seven (7) days) to maintain the specified height for all turf in the developed cemetery. During periods of active growth, and after dethatching operations, mowing may be required twice weekly as approved by the COR. Complete trimming around headstones and debris removal in conjunction with each mowing cycle.

5.4.12.30 Weather Conditions: There may be periods of excessive rainfall when the Contractor cannot access areas for mowing due to excessive wetness. The COR has the authority to stop work if weather conditions are such that work that day will do more damage than good to the Cemetery grounds. During these periods, the Contractor will be expected to ensure the grass is cut in less than a week’s time once grass is suitable for mowing. During periods of fire danger (i.e., excessive heat and low humidity), cease mowing operations in non-irrigated buffer areas to avoid starting brush fires.

5.4.12.31 Mowing Timing: Do not mow wet turf. Do not mow turf under a layer of frost. The COR will determine when the frost has subsided enough to proceed. Coordinate with the irrigation schedule so mowing does not occur during the morning after to irrigation. Mowing cycle must be completed by Friday of each week.

5.4.12.32 Mowing Patterns: Cross-cut the turf between headstones every other mowing cycle by mowing perpendicular to the gravesite rows, (i.e., Alternate between cutting parallel with and perpendicular to the gravesite rows). For turf with upright headstones, mowers must pass between the headstones without damaging them. Cut turf in rows between headstones in the opposite direction from the preceding mowing cycle to prevent rutting.

5.4.12.33 Mowing Speed: Do not operate mowers at speeds that will leave tire marks when making sharp turns. In no case must mowers be operated at speeds exceeding the manufacturer’s indicated speed for safe operation, or at speeds which cause damage to cemetery property.

5.4.12.34 Mower/Trimmer Maintenance: Conduct mower and trimmer maintenance in the designated maintenance yard, including refueling of equipment. Do not refuel equipment in cemetery burial sections.

5.4.12.35 Mowing: Cut turf within the cemetery burial sections at recommended height unless otherwise specified by the COR. Use rotary mowers with rear discharge mulching decks for mowing. The design of the mowing decks and speed of the mowing must be such that scalping is avoided. At no time is freshly mowed grass to be blown onto headstones. Areas will be mowed first, followed by the trimming operations.

5.4.12.36 Trimming: All turf areas that cannot be maintained by traditional mowing equipment shall be trimmed at the same height of the mown grass. Take great care to avoid contact with headstones, markers, signs, monuments, building walls, trees, shrubs, flowers, any other desirable plant materials, and any other structure than can be damaged by contact with the trimming device's cutting instrument. Scalping of the turf around a marker/headstone is unacceptable. Trimming will be accomplished free of scalping, rutting, bruising, and uneven and rough cutting. Streaks or irregularities, uneven cutting, plowing, or gouging of the soil is unacceptable. Use bicycle-handled "stick" string trimmers for mowing around upright headstones and other structures. Scalping of the turf around a marker/headstone is unacceptable. Turf must not be shorter around headstones creating a "bowl" effect. Use string line gauge that will not damage headstones.

5.4.12.37 Edging: Edge turf at streets, curbs, walkways, mow bands, landscape borders, tree wells, and planting beds inside and outside cemetery grounds. Edging must provide a clear zone 1/2-inch wide by 1-inch minimum deep with all vegetation removed from joints and cracks. Use "stick" edgers with metal blades. Avoid damaging pavement. Remove debris from edging from the site on the same day as the edging event.

5.4.12.38 Removal of Turf Clippings: Immediately remove or disperse windrows and mats of grass clipping deposited on the turf to avoid turf damage. Remove clippings deposited on headstones and other monuments, section markers, concrete bases, roads, walks, plazas, beds, tree basins, or other non-turf grass areas the same day as the mowing event that produced them. Remove clippings deposited on sidewalks or at public visitor areas including at the Committal Shelter at same time mowing work is occurring. In specialty areas, collect clippings in bag attachments to the mowers, as approved by the COR. Remove and dispose clearly visible clumps of grass clippings and/or windrows of clippings, as a result of infrequent mowing. Isolate use of Rake-O-Vac type equipment to removal of windrows and mats of grass clippings to prevent wear and tear of turf and compacting of soils, unless directed otherwise by the COR. If inclement weather does not allow the grass trimmings to be collected while mowing, they must either be short enough to blend into the existing turf or raked and collected as soon as weather allows.

5.4.12.39 Removal of Grass Clippings and Soil: Immediately remove grass and/or soil splatter deposited onto headstones, section markers, and other structures the same day as the mowing and/or trimming event that produced them. Cleaning of headstones and structures soiled by mowing and trimming activities is incidental to the work and shall not be considered as "Headstone Cleaning and Maintenance" or "Structure Maintenance".

5.4.12.40 Memorial Day: Complete mowing, trimming, edging & debris removal work no later than close of business on the Thursday prior to Memorial Day to allow sufficient time for the placement of personal floral arrangements on individual graves and for the preparation of Memorial Day services at the cemetery. Contact COR one week before event for final schedule.

5.4.12.41 Veterans Day (November 11): Complete mowing, trimming, edging & debris removal work for Veterans Day no later than two (2) workdays prior to the scheduled holiday. Contact COR one week before event for final schedule.

5.4.12.42 Inspection: The COR will inspect mowing, trimming and edging a minimum of once a week (during the growing season).

5.4.12.43 Verification: On Friday of each week, the Contractor shall submit to the COR cemetery site plan(s) indicating the areas and dates turf areas were mowed and trimmed. Use a different colored highlighter marker for each day.

5.4.13 TURF MAINTENANCE – AERIFICATION

5.4.13.1 SCOPE

5.4.13.2 Soil compacted by heavy foot or vehicle traffic must be relieved by aerification to improve air, water, and nutrient penetration into the turfgrass canopy and root zone. The procedure is generally necessary only once per growing season on national cemetery grounds not subject to continual heavy traffic.

5.4.13.3 Core aerification uses specialized equipment to remove numerous soil cores (from 4 to 6 inches long) as it passes across the turfgrass surface. The cores are to be removed from the site or left on the turfgrass surface as approved by the COR.

5.4.13.4 Aerate the turf (both irrigated and non-irrigated) twice yearly at a minimum in early spring, and late fall.

5.4.13.5 Verticutting uses specialized equipment to cut straight lines or rows into the turf and soil with closely spaced blades attached to a rotating drum to a depth of 1 to 2 inches.

5.4.13.6 In preparation for interseeding, aerate by verticutting both non-irrigated turf, and areas of bare and thin irrigated turf, to create a loose texture soil suitable for placing seed into the ground. The blades are to be spaced at 1/2-inch apart and set to slice into the soil to a depth of 1-inch.

5.4.13.7 PROCEDURE

5.4.13.8 Core Aeration: Use core aeration equipment to extract minimum 4-inch and maximum 6-inch core plugs at not less than 6-inch square spacing over cemetery turf. Flag sprinkler heads, control markers, valve boxes and other appurtenances which are not readily visible. Do not damage surrounding vegetation or structures, including but not limited to, sprinkler heads, vases, valve boxes, control markers, and paving.

5.4.13.9 Soil Amending: Immediately after completion of the aeration, apply soil amendments (e.g., lime, gypsum, or topdressing) to burial sections requiring these soil amendments as identified in the soils reports per “Turf Maintenance – Fertilization” and as indicated herein.

5.4.13.10 Verticutting: Verticut turf areas in preparation for interseeding. (See “Turf Renovation”.)

5.4.13.11 Interseeding: After completion of the verti-cutting, and removal of loose vegetation, mechanically slit-seed non-irrigated turf, and bare and thin areas of irrigated turf per "Turf Renovation – Interseeding by Slit-Seeding".

5.4.14 TURF MAINTENANCE – TOPDRESSING

5.4.14.1 SCOPE

5.4.14.2 Turfgrass prone to thatching must be topdressed regularly to eliminate the build-up of thatch by creating a suitable environment for microbes to digest the thatch.

5.4.14.3 Soil with textures that consists of more than 50 percent clay (e.g., clay loam, silty clay, silty clay loam, silt loam, loam, and clay) must be modified by regular topdressing to reduce the percentage of clay in the turf root zone.

5.4.14.4 Turf that that is rutted must have the soil leveled by repeated applications of topdressing.

5.4.14.5 Turf that is overseeded and interseeded must be topdressed to provide seed topper to aid in the germination of the seeds.

5.4.14.6 PROCEDURE

5.4.14.7 Topdressing Type 1: (To Modify Soil Texture and Prevent Thatch Build-up)

5.4.14.8 Beginning in spring immediately following the spring turf aeration, topdress the established warm season turf (e.g., Bermudagrass) annually with a 90% sand/10% reed sedge peat mix designed for topdressing turfgrass. Apply topdressing while core aeration holes are open. Acceptable Product: '90/10 2Mil Dakota Blend', or approved equal. Submit product data sheets to COR for approval.

5.4.14.9 Immediately following the turf aeration, topdress the established cool season turf annually. Apply topdressing while core aeration holes are open. Avoid blocking sunlight from excessive coverage of turf with topdressing soil. Alternate between applications with clean river sand; and 40:30:30 mixture of sandy loam topsoil, peat humus, and compost formulated for topdressing turfgrass. Submit one-half (1/2) cubic-foot sample of compost, and certification letter from the supplier attesting that compost is U.S. Composting Council Certified. Submit topdressing compost test analysis and product data sheets to COR for approval. (See requirements of "TURF MAINTENANCE – FERTILIZATION")

5.4.14.10 Apply topdressing at a rate of 0.5 cubic yards per 1000 square feet with turf tender equipment specifically designed for topdressing turf, and capable of being calibrated to uniformly apply the product at the specified rate. Use brushes to move the topdressing into the turf and aeration core holes. Irrigate thoroughly to move topdressing into turf. Remove topdressing from adjacent areas and headstones. Do not topdress newly laid sod or sod that has not completed one dormant period.

5.4.14.11 Topdressing Type 2: (To Fill Ruts and Depressions)

5.4.14.12 Topdress depressions in turf such as ruts created by maintenance equipment as approved by the COR. Alternate between application with 90% sand/10% reed sedge peat mix; and 40:30:30 mixture of sandy loam topsoil, peat humus, and compost formulated for topdressing turfgrass. Submit topdressing composition test analysis to COR for approval. Apply topdressing using approved equipment to apply no more than 1/2-inch of material in

a single application. Use brushes to move the topdressing into the turf. After brushing, irrigate thoroughly to move topdressing into turf. Repeat applications over the course of several weeks as required to eliminate depressions. Acceptable Product: '90/10 2Mil Dakota Blend', or approved equal. Submit product data sheets to COR for approval.

5.4.14.13 Topdressing Type 3: (In Conjunction with Overseeding/Interseeding)

5.4.14.14 Topdress turf immediately after overseeding/interseeding with seed topper formulated for overseeding turfgrass. Apply topdressing while furrows from slit-seeding are open. Avoid blocking sunlight from excessive coverage of turf with topdressing. Submit topdressing composition test analysis to COR for approval.

5.4.14.15 Apply topdressing at a rate of 0.5 cubic yards per 1000 square feet with turf tender equipment specifically designed for topdressing turf, and capable of being calibrated to uniformly apply the product at the specified rate. Use brushes to move the topdressing into the turf to cover the seeds. Irrigate thoroughly to further move topdressing into turf. Remove topdressing from adjacent areas and headstones. Do not topdress newly laid sod or sod that has not completed one dormant period.

5.4.15 TURF MAINTENANCE – DETHATCHING

5.4.15.1 SCOPE

5.4.15.2 No more than 1/2-inch thatch layer shall exist at any time throughout the growing season.

5.4.15.3 The turf is to be dethatched in March as needed.

5.4.15.4 PROCEDURE

5.4.15.5 Use a vertical mower with steel blades mounted solidly to an axle to dethatch all turf area with more than 1/2-inch of thatch build-up. Adjust the blades of the device so that they barely scratch the soil surface. Flag sprinkler heads, control markers, valve boxes and other appurtenances which are not readily visible. Do not damage surrounding vegetation or structures, including but not limited to, sprinkler heads, vases, valve boxes, control markers, and paving.

5.4.15.6 Remove thatch material immediately from the site in a lawful manner.

5.4.15.7 Schedule additional mowing and trimming operations in response to major growth surge that accompanies thatch removal.

5.5 TREE, SHRUB & PLANTING BED MAINTENANCE

Subject to SCA and Commercial Provisions/Clauses

5.5.1 SCOPE

5.5.1.1 Work consists of, but is not limited to, planting and maintaining trees, shrubs, and groundcovers, vegetated edge and wildflower/cover crop areas in a healthy and attractive condition by proper watering, pruning, cultivation, fertilization, weed control and mulching techniques.

5.5.1.2 Notify the COR within 48 hours of discovery of dead, diseased or insect infested trees or shrubs. Remove dead and diseased shrubs and groundcovers as approved by the COR.

5.5.1.3 Each ornamental tree planted and native/naturalized trees at the perimeter of the active cemetery use areas must be inspected yearly by a certified arborist and a tree assessment report be provided to the cemetery. The report must list the trees by genus/species; common name; DBH; location in the cemetery as identified by cemetery section number and nearest headstone ID. The report must rate the overall health of the tree, type of pruning needed, pests and/or diseases present, and recommended course(s) of action.

5.5.1.4 Pruning must focus on maintaining plant structure, form, health and appearance through crown-thinning and general pruning.

5.5.1.5 All shrubs and hedges must be trimmed and shaped annually during the months of May and November.

5.5.1.6 All tree and shrub pruning and hedge trimming must comply with ANSI A300 (Part 1) – 2017 Pruning and companion publication “Best Management Practices” (2018 ISA).

5.5.1.7 Note: Pruning and trimming will be limited to cuts that can be executed within 15 feet from the ground directly below the cut location. Pruning and trimming above that height will be provided by others under a separate contract.

5.5.1.8 Keep trees free of sucker growth, water sprouts, broken/dead limbs, and low hanging limbs/branches. Remove fallen limbs/branches of all sizes immediately.

5.5.1.9 Prune young trees annually to provide scaffold development, suppression, thinning and perimeter reduction by “Training” pruning.

5.5.1.10 Tree removal will be provided by others under a separate contract to remove dead, diseased or wind-thrown and storm-damaged trees.

5.5.1.11 Maintain the cemetery and the immediate surroundings of the cemetery in a healthy, visually pleasing condition with proper application of fertilizers, pesticides for the control of diseases and insect pests, herbicides and mulch to control weeds.

5.5.1.12 Personnel must be properly trained in the operations they are to perform. If pesticide sprays are used, the person in direct charge must be licensed by the State.

5.5.1.13 Control weeds year-round in landscape beds, areas of mineral mulch, area of organic mulch, tree wells, areas around all buildings, areas around solar panel arrays. Control weeds growing in walkways and roadways. Control weeds within the 5-foot zone outside fence lines, walls/columbaria walls along the perimeter of the cemetery. Control weeds within the public right-of-way between fence lines/walls and curblines or edge of pavement of public streets and public sidewalks. Contractor must dispose of all dead and dying weeds.

5.5.1.14 Maintain planting bed edging materials in sound, stable condition, and in proper relationship to finish grade. Edging material includes rock-lined borders, divot/spade cut edge, metal/plastic edging and other delineators.

5.5.1.15 Dead or dying plant material must be reported to the COR.

5.5.1.16 Replacement plants must be supplied and planted by the Contractor as approved by the COR and from plans provided by the Pacific District Agronomist.

5.5.1.17 Supply and plant a limited number of new plants at the discretion of the Cemetery to enhance existing planting beds, and to replace dead trees and trees that have previously been removed but not replaced. (See Appendix 'A' for estimated quantities and sizes of plants to be provided annually at each Cemetery.)

5.5.1.18 Plant replacement is limited to plants that have died and/or are in a state of decline after Award of Contract.

5.5.1.19 Prepare planting beds for replacement planting. Work includes plant removal, soil preparation, stump grinding/removal, and other operations to create a suitable growth medium for the establishment of new plants.

5.5.1.20 Hand-water plants and make adjustments to irrigation system for establishment.

5.5.1.21 Pest Control will be provided under the direction of the Palm Tree Expert in accordance with Tree, Shrub & Planting Bed Maintenance.

5.5.2 DEFINITIONS

5.5.2.1 Landscape Bed: Any non-turf area planted with trees, shrubs, and/or ground cover plants, and usually includes mulches.

5.5.2.2 Mulch Bed: Any area containing primarily organic and/or inorganic mulch.

5.5.2.3 Organic Mulch: Decorative tree bark, compost, nut shells.

5.5.2.4 Inorganic Mulch: Decomposed granite, path fines, gravel, pebbles, cobblestones, rip-rap, boulders, artificial mulch.

5.5.2.5 Ground cover: Low growing plants growing over an area of ground. Ground covers include grasses, shrubs, and herbaceous plants.

5.5.2.6 Wildflowers: Annual and perennial flowering ground cover plants grown by sowing seeds.

5.5.2.7 Vegetation: All plant material including weeds.

5.5.2.8 Weed: Any non-desirable plant material, including escaped and invasive ornamental plants.

5.5.2.9 Pesticide: Includes herbicides, insecticides, fungicides, poisonous baits.

5.5.3 QUALIFICATIONS

5.5.3.1 Arborist: All pruning work shall be executed under the direction of a licensed arborist. The Arborist must be certified by International Society of Arboriculture, and this certificate must be current. The Contractor shall submit the arborist's current certificate to the COR prior to commencing work. The Arborist shall serve as the "Contractor's Site Manager" for pruning work and will be provided by the Contractor whenever work is being performed, other than trash and debris pick-up. The Arborist must have not less than five (5) years' experience as a direct supervisor of a commercial tree maintenance operations that include removal, trimming, and stump removal in industrial, commercial or public sites. The Arborist will ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.

5.5.4 SHRUBS and GROUND COVER PRUNING

5.5.4.1 Shrub pruning and hedge trimming must comply with ANSI A300 (Part 1) – 200 Pruning and companion publication "Best Management Practices" (2018 ISA or latest edition).

5.5.4.2 At the approval of the COR, prune shrubs/hedges monthly during summer months/growing season to conform to the current pattern of growth. Do not trim shrubs into "ball" shapes. Remove shrub trimmings immediately from the site.

5.5.4.3 Prune hedges and shrubs to promote a healthy and attractive appearance and uniform growth over all parts of the plant. "Limb-up" lower branches of shrubs to promote air circulation at the ground level. Selectively trim internal stems of hedge shrubs to encourage branching and dense growth.

5.5.4.4 Keep hedges and shrubs free of dead branches, leaves, and all weed growth. Remove weeds and their root systems.

5.5.4.5 Deadhead spent flowers on shrubs, groundcovers, and annual plants after flowers have faded and wilted. Remove flowers by pruning the flower stems. Do not cut fresh blooms or flower buds. Do not shear plants to deadhead flowers unless directed by the COR.

5.5.4.6 Prune groundcover plants to keep clear of walkways and lawns. Do not apply herbicides to control ground covers plants.

5.5.4.7 Trim shrubs, groundcovers, vegetation outside the existing turf along the perimeter of the cemetery as necessary to maintain a 5-foot wide easement between 1 and 6 inches in height.

5.5.4.8 Remove vines growing up tree trunks and into tree canopies. Trim vine plants back in a 3-feet circumference around tree trunks to prevent regrowth of vines into trees.

5.5.5 TREE PRUNING

5.5.5.1 Limited to cuts that can be executed within 15 feet from the ground directly below the cut location.

5.5.5.2 Equipment: Furnish necessary equipment for tree pruning.

5.5.5.3 Pruning Standards: Pruning, cutting, trimming and shaping of trees must be accomplished in accordance with ANSI A300 (Part 1) - 2017 or latest edition: Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices, Pruning and companion publication "Best Management Practices" (2018 ISA or latest edition).

5.5.5.4 Pruning must be performed under the direction of the Contractor's certified Arborist, hereinafter known as the Arborist. The Arborist must be certified by International Society of Arboriculture, and this certificate must be current. The Arborist must serve as the "Contractor's Site Manager" for tree work and will be provided by the Contractor whenever work is being performed, other than trash and debris pick-up. The Arborist must have not less than five (5) years' experience as a direct supervisor of a commercial tree maintenance operation that included removal, trimming, and stump removal in industrial, commercial or public sites.

5.5.5.5 The Arborist will ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.

5.5.5.6 The Arborist must submit photo-documentation of the condition of each tree prior to work on the tree and after the work has been completed. The electronic images must be copied onto electronic media and delivered, or emailed to the Pacific District Agronomist within 14 (fourteen) days of completion of the work. Failure to provide this documentation will result in a 2% reduction in the overall contract fee.

5.5.5.7 At the approval of the COR, trees must have major structural pruning when the trees are coming out of winter dormancy in February. Trees must have minor pruning such as Crown Thinning monthly during summer/fall months. Deadwood pruning must occur year-round.

5.5.5.8 All pruning tools must be kept sharp and properly functioning. When trees known to be diseased or susceptible to diseases are pruned, disinfect tools with alcohol after each cut and before moving to the next tree, to prevent the transmission of disease.

5.5.5.9 Pruning cuts must be made just outside the collar or shoulder ring (branch bark ridge/swollen trunk collar) close to parent stem so that healing can readily start under normal conditions.

5.5.5.10 When reducing the tree height and spread, retain the natural shape of the tree by removing the entire lateral branches back to their point of origin also known as drop crouching or thinning.

5.5.5.11 Ensure that all limbs one inch in diameter and greater must be precut to prevent splitting. All branches and/or tree material 3-1/2 inches in diameter and greater must be lowered by proper lowering methods such as using slings and ropes.

5.5.5.12 Ensure that for trees that are thinned, live branches are removed to permit penetration of sunlight and circulation of air through the canopy while maintaining the proper aesthetic appearance, natural crown characteristics and growth pattern for that species.

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

5.5.5.14 Do not “top” trees. Retain the trees natural shape as much as possible. Do not remove more than 20 percent of the total mass of the tree in a single pruning operation. Cuts must not be made so large that they will prevent normal sap flow.

5.5.5.15 The following methods of pruning are NOT acceptable: topping, heading-back, stubbing, de-horning, lion-tailing and pollarding.

5.5.5.16 Take care to retain symmetrical appearance when lifting the bottom branches of mature trees for under clearance.

5.5.5.17 Trim trees high enough to allow spray from turf rotor heads to pass unobstructed by foliage.

5.5.5.18 Trim the tree high enough to allow sunlight to penetrate the trunk sometime during the day which should be in the range of 10 to 15 feet above ground level.

5.5.5.19 Do not limb up a tree more than 1/4 of the tree's overall height. Take care to create a symmetrical, aesthetic appearance, conforming to the natural crown characteristics and growth patterns of the tree species.

5.5.5.20 As a general rule, do not limb up conifers; lowest limbs may be removed where touching the ground or obstructing walkways.

5.5.5.21 Report to the COR the following conditions: when old scars are not healing properly; where callus growth is not already established; visible girdling roots, and when there is any structural weakness; decayed trunk or branches; and split crotches, or branches.

5.5.5.22 Provide adequate warning devices, barricades, guards, flagmen and other necessary precautions for the protection, safety, and warning of pedestrians and vehicular traffic within the work area.

5.5.5.23 Do not operate trucks, tractors, and other heavy equipment on any turf area except when authorized in writing by the COR. Place heavy sheets of plywood or mud tracks to protect turf from damage from heavy equipment. "Board-in" and "board-out" when moving heavy equipment over turf. Protection boards must be removed from turf by the close of business each day to avoid damaging turf.

5.5.5.24 Tree limbs and branches from pruning operations must be transported to the spoils area, chipped and spread, and/or deposited onto the cemetery compost pile as approved by the COR; or hauled off site and disposed of in a legal manner.

5.5.6 TREEWORK DESCRIPTION

5.5.6.1 Tree Pruning: Pruning to remove deadwood and/or broken branches that pose a potential risk that could result in personal injury or property damage. This category is used for any tree with broken, hanging, dead, or otherwise potentially dangerous limbs or those trees with a significant number of dead branches that require removal.

5.5.6.2 Routine Pruning: Regular maintenance to reduce the development of future problems or correct minor problems that could increase if not corrected. This primarily includes trees with minor amounts of deadwood less than two inches in diameter or with correctable structural problems. Trees with growth patterns that will eventually obstruct or interfere with turf growth and health, pedestrian or vehicular traffic clearance, and lines of sight are also included in this category. Work performed under Routine Pruning must remove 20 to 25% of the tree's total leaf area by means of one or combination of the types of Routine Pruning listed below. Examples of Routine Pruning include:

5.5.6.3 Training Pruning: Prune young or small trees less than 20 feet in height in order to reduce the development of future structural problems. Trees with growth patterns that will eventually obstruct or interfere with turf growth and health, pedestrian or vehicular traffic clearance, and lines-of-sight are also included in this category.

5.5.6.4 Crown Raising: The removal of the lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and vistas, also known as "limbing up" and "lifting". Do not "limb up" coniferous trees.

5.5.6.5 Crown Thinning: The selective removal of dead, diseased, broken or weakly attached branches (Crown Cleaning) and: the removal of branches to increase light penetration and air movement through the crown; thinning towards the branch tip to reduce the wind-sail effect of foliar clumps in the crown; and thinning to relieve the weight of heavy limbs. Only 25 percent of a tree's leaf area can be removed at any one time

5.5.6.6 Crown Cleaning: The selective removal of dead, diseased, broken or weakly attached branches. This constitutes regular landscape maintenance pruning that will correct small growth problems before they become larger, more costly problems.

5.5.6.7 Crown Reduction: Pruning to reduce the size of the tree.

5.5.6.8 Pruning Tools: A minimum of 2 sets of professional, cordless Sawzall reciprocating saws, wood Sawzall blades, 2 sets of hand pole saws, and 2 sets of long pole brush axes for removing inflorescences. These saws and other pruning tools shall be dedicated for use only on the Cemetery and shall be permanently etching with "NCA" and stored on site in a location approved by the COR. Discard Sawzall blade(s) after use on a single tree, before pruning the next tree. Other pruning tools must be sterilized between each tree pruning by soaking the blades in bleach for a minimum of 10 minutes before reuse.

5.5.6.9 Pruning should occur when wind is absent or minimal as sawdust is considered a source of inoculum for spread of Fusarium wilt if present in the tree.

5.5.7 RECORD KEEPING AND REPORTING:

5.5.7.1 Final Tree Report: At the completion of the work, the Contractor's site manager must provide the COR with an updated tree inventory listing the trees that were worked on and the type of tree work that was performed. The update must be provided on a copy of the cemetery tree inventory with the tree identification number and type of work executed clearly evident on the sheet.

5.5.7.2 Inspection: At the completion of the work, the COR must inspect the treework in the company of the Contractor's site manager. Work determined by the COR to be incomplete must be completed by the Contractor at no additional cost to the Government. Disputes arising regarding the status of the work will be reported to the CO for final resolution. The COR's report must include the Contractor's before and after photo-documentation, and the type of treework indicated.

5.5.8 TREE LIMB AND BRANCH DISPOSAL

5.5.8.1 Remove tree limbs and branches of all sizes that have fallen from trees and transport to the spoils yard for green waste disposal. Cut to sizes that will fit inside of containers, or chip and spread as mulch where directed by COR.

5.5.9 CEMETERY VEGETATION CONTROL

5.5.9.1 Control vegetation within the cemetery and outside perimeter enclosure walls and fences to control excessive weed growth, reduce any fire hazard, and provide a properly maintained appearance.

5.5.9.2 The work areas include Irrigated and non-irrigated areas in developed and undeveloped lands within the cemetery property lines, and lands between the property lines and the public roadway.

5.5.9.3 Maintain vegetation height at no more than 6 inches throughout the year by means of mowing, brush clearing/weed abatement. Mowing frequency varies throughout the year corresponding with active plant growth. Minimum mowing frequencies are twice per month in the wet season; and once per month in the dry season.

5.5.9.4 In addition, maintain a five (5) foot fire break along both sides of the fence lines/property lines surrounding the developed and undeveloped area of the cemetery.

5.5.9.5 Work area does not include leased active agricultural fields on cemetery property.

5.5.9.6 Developed Cemetery: Maintain irrigated and non-irrigated vegetation in visually prominent areas of the cemetery by mowing. Maintain vegetation height at 4 to 6 inches or less from the ground. In no circumstances shall the vegetation be allowed to grow taller than 6 inches. Mow vegetation in developed and undeveloped areas of the cemetery, perimeter of fence lines, spoils area, and other areas as directed by the COR. Clear brush twice monthly during active growing season and monthly during the slow growth season. Removal of Brush Clippings: Immediately remove brush clipping on the same day of the mowing event that produced them. Transport clippings to the spoils area as directed by the COR.

5.5.9.7 Undeveloped Cemetery: Maintain Biennial Clearing of brush in the 10.3 acres undeveloped cemetery land beyond the developed areas, using brush hog clearing equipment to within 4-6 inches or less from the ground. Material and foliage left behind may remain in place to naturally decompose. Dust from brush clearing must be to a minimum not to reach outside the cemetery property.

5.5.9.8 Equipment: Brush mowers with rotary cutters, flail crop shredders, or string trimmers may be used to clear vegetation within both developed and undeveloped areas of the cemetery. Deck size as required to perform task.

5.5.10 WILDFLOWER AREA MAINTENANCE

5.5.10.1 To maintain wildflower populations in designated areas, after the plants have bloomed, dried and dropped their seed, mow old stalks to a height of 3 to 6 inches or as approved by the COR. To further promote wildflower populations, weed control and re-seeding may be required as approved by the COR. Weed control must be Contractor-provided. Seed for replanting will be Government-provided.

5.5.11 WEED CONTROL

5.5.11.1 Maintain planting beds in an attractive state and free of weeds. Remove weeds and their root system.

5.5.11.2 Maintain tree wells, and tree mulch rings free of weeds and turf.

5.5.11.3 Maintain non-planting beds such as storage and maintenance yards, areas of open earth, pavements, bark mulch beds, free of weeds. Weeds and their root system will be removed.

5.5.11.4 Maintain areas with mineral mulch such as rock-lined swales, rock borders, and other areas mulched with decorative rock free of weeds. Weeds and their root system must be removed. Mineral mulch includes: crusher fines, path fines, decomposed granite, pea gravel, gravel, pebbles, cobblestones, rip-rap, and boulders.

5.5.11.5 Twice yearly, cultivate planting beds by spading fork or approved equipment to loosen compacted soils to a depth of 6 inches. Avoid any damage to the roots and irrigation equipment. Cultivate soils immediately prior to fresh mulch replacement.

5.5.11.6 Apply pre-emergent herbicide twice yearly to planting beds, bark mulched beds, mineral mulch areas, tree wells and tree mulch rings, and open earth areas for the control of weed grasses and broadleaf weeds. Apply herbicide before the application of fresh mulch.

5.5.11.7 Apply monthly spot applications of post-emergent weed control, and/or manually remove weeds by cultivating soil and completely removing weeds.

5.5.12 PEST CONTROL

5.5.12.1 Complete each application specified in this Chapter “Tree, Shrub & Planting Bed Maintenance”, (weather permitting) in accordance with the approved Grounds Management Plan. Applications must be provided in accordance with manufacturers label instructions to ensure proper rate of active ingredient (ai) and timing.

5.5.12.2 Time application of pesticides to coincide with lifecycle of insects emerging from and entering into the plants.

5.5.12.3 Submit pesticide manufacturer’s data sheets and SDS sheets for approval of COR prior to application.

5.5.12.4 Apply pesticide soil drench to infested plants and topical bark spray once yearly and more frequently if insect infestation is evident to control target pests, such as borers, beetles, weevils, moths and their respective pupae.

5.5.12.5 Apply pesticide with soil injection equipment at rate, depth and spacing indicated in the manufacturer’s printed instructions for control of the target insect. Use products containing imidacloprid or clothianidin or other neonicotinoids for soil injection. Use as topical spray only when pest is present.

5.5.12.6 Apply soil drench to Canary Island Palms for the control of South American Palm Weevil, Rhynchophorus palmarum.

5.5.12.7 Time application as directed by the Palm Tree Expert. See for reference UC Riverside website: https://biocontrol.ucr.edu/south_american_palm_weevil.html

5.5.12.8 Apply horticultural oil to branches and leaves of plants infested with aphids, scale, thrips, mites, psyllids, and other insects which pupate over the winter. Apply oils in February before insect eggs hatch, and every 30 days until early summer.

5.5.12.9 Apply oils with high-pressure sprayer equipment at rate indicated in the manufacturer's printed instructions for control of the target insect.

5.5.12.10 Use horticultural oils to control aphids, scale, and thrips. Supplement horticultural oils with insecticides and/or biological controls.

5.5.12.11 Control ants at trees infested with aphids, scale, and thrips. Ants disrupt activities of natural predators.

5.5.12.12 See for Reference: UC Davis IPM website: http://www.ipm.ucdavis.edu/PMG/PESTNOTES/pn7408.html

5.5.12.13 Apply appropriate pesticides to branches and leaves of plants for control of aphids, scale, thrips and other insects when insect is present.

5.5.13 PESTICIDE APPLICATION (GENERAL):

5.5.13.1 Post appropriate flags or markers in all treated areas for a period of 24 hours after a pesticide treatment has been applied accompanied by a sign informing the public of the time and date of the chemical application. Remove all flags and signs upon expiration of the 24-hour period.

5.5.13.2 Apply pesticides with pressurized spraying equipment at rate indicated in the manufacturer's printed instructions for control of the target insect.

5.5.13.3 Use surfactants and adjuvants with pesticides to improve insecticidal activity or application characteristics when recommended by pesticide manufacturer.

5.5.13.4 Contractor personnel applying applications must possess a current, valid State-issued pesticide application license. A copy of the license will be provided to the COR. The Contractor must be responsible for any damage resulting from the application of any pesticide treatment.

5.5.13.5 Train employees on environmental issues such as ground water contamination, wetland protection, and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

5.5.13.6 Report pesticide use to the County Ag Commissioners Office's when required by local jurisdictions.

5.5.14 ORGANIC MULCH

5.5.14.1 Maintain a 3-inch deep layer of Contractor-provided, COR-approved, organic mulch to in planting beds, tree mulch rings, and open earth areas. Mulch material must be aesthetically pleasing, redwood or fir bark, dark brown, free of weeds or pests. Bark mulch must be similar in color and texture to the existing bark mulch, and must be approved by the COR prior to installation. Mulch must not be a chipped wood product, and must not contain dyes or other colorants.

5.5.14.2 Maintain mulch in a uniform 3-inch depth throughout the planting beds and areas of open earth.

5.5.14.3 Hand weed and/or use appropriate chemical controls for weed control in mulch beds.

5.5.14.4 Apply fresh mulch if needed after application of pre-emergent herbicide.

5.5.14.5 Construct 6-foot diameter bark mulch rings around trees in turf as approved by the COR. Cut and remove circular shape from the sod, and apply bark mulch. Keep bark mulch 3-inches away from the tree trunk.

5.5.14.6 Place bark mulch underneath fence lines to prevent cemetery turf from growing beyond the defined edge.

5.5.15 INORGANIC MULCH

5.5.15.1 Mineral Mulch: Hand weed and/or use appropriate chemical controls for weed control in mulch beds. Remove weeds from mineral mulch, (e.g., rip-rap, boulders, cobble stone, river rock, pea gravel, decomposed granite, crusher fines, path fines).

5.5.15.2 Rake mineral mulch to remove depressions, foot prints, erosion of all types, and other irregularities when the surface becomes unsightly and after storm events.

5.5.15.3 Supplement with matching mulch as approved by the COR to maintain complete coverage of the area being mulched.

5.5.15.4 Mineral Mulch Rehabilitation: Reconstruct mineral mulch beds and drainage swales as approved by the COR when weeds cannot be controlled by conventional methods, and spaces between stones has become silted-in. Procedure: Remove and clean inorganic mulch. Remove debris and weed fabric within trench. Repair/reshape trench. Repair/replace weed barrier fabric, and edging where applicable. Apply pre-emergent herbicide. Replace mineral mulch in accordance with original construction drawings. Supplement with additional clean mineral mulch as needed.

5.5.16 PLANTING BED EDGING MAINTENANCE

5.5.16.1 Examine planting bed edging material and repair, reset, or replace edging material that has been broken, become loose, and become higher that surrounding grade.

5.5.16.2 Reset edging material so that the top of the edge is flush with adjacent turf or 1-inch above finish grade of the planting bed. Stake edging material with stakes as supplied by the original manufacturer of the edging material.

5.5.16.3 Examine machine-cut divot edges separating planting beds from turf. Remove bark mulch from divots so a thorough visual examination of the edging can be made. Reconstruct machine-cut divot edges that have become filled with soil, lost continuity of form and alignment, and become higher or lower than the surrounding grade.

5.5.16.4 Refill divot cut edges with specified bark mulch after re-cutting/re-shaping.

5.5.17 TREE STAKING AND MAINTENANCE

5.5.17.1 Set two tree stakes per tree in the direction of prevailing winds. Provide new tree stakes for newly planted trees to match existing tree stakes. Provide tree stakes on young trees requiring support with trunk caliper less than 3 inches. Re-set tree

stakes on existing trees that have become loose or leaning. Provide replacement tree stakes where stakes are broken or missing to match existing tree stakes. Provide a third tree stake in extremely windy locations.

5.5.17.2 Provide two tree ties per stake. Locate the ties to provide support for upper and lower 1/3 of the tree. Adjust tree ties to be loosely fitted around the tree trunk to prevent girdling of the tree trunk. Resecure/replace tree ties that have become loose or fallen free from the tree.

5.5.17.3 Remove tree stakes and tree ties on trees with 3-inch caliper and larger, as approved by the COR. Completely remove stakes; do not saw stakes leaving embedded portion in the ground. Loosen or remove tree ties before they become embedded in the tree bark. Remove tree ties that have become embedded in the tree bark without injury to the tree.

5.5.18 PLANTING IRRIGATION

5.5.18.1 Irrigate planting beds during the growing season to the degree needed to maintain an attractive appearance and optimal plant growth.

5.5.18.2 Irrigate planting beds year-round in temperate climates to supplement rainfall.

5.5.18.3 Apply plant anti-desiccants to leaves of plants in harsh, dry winter climates where irrigation systems have been winterized for the season.

5.5.19 DEEP ROOT TREE IRRIGATION

5.5.19.1 Irrigate planting beds during the growing season to the degree needed to maintain an attractive appearance and optimal plant growth.

5.5.19.2 Deep root irrigate all established trees showing stress from drought.

5.5.19.3 Irrigate trees once a month in the dry season. Do not deep root irrigate native Oak trees June through August.

5.5.19.4 Inject water using a 200 PSI pressurized tank equipped with a hydraulic sprayer fitted with shut-off valve and root feeder wand attachment designed for injecting water and/or liquid fertilizer into the root system of trees.

5.5.19.5 Inject water underneath the drip line of the trees to thoroughly irrigate the root zone of trees. Liquid fertilizer may be applied at the same time of the irrigation.

5.5.19.6 Inject water into the top 4 to 8 inches of soil with a distance of 2.5 - 3.0 feet between injection points.

5.5.19.7 Start near the trunk and work out to the dripline of the branches. In clay soil extend injection sites beyond the branch tips.

5.5.20 PLANT FERTILIZING

5.5.20.1 GENERAL

5.5.20.1.1 Fertilize trees, shrubs and ground covers growing in planting beds during the active growing season. Provide either dry or liquid slow-release fertilizers specially formulated for the type of plant being fertilized.

5.5.20.1.2 Follow fertilizer manufacturer’s printed instructions for each type of fertilizer applied.

5.5.20.1.3 Broadcast fertilizers onto moist soil; thoroughly water-in fertilizers immediately after application.

5.5.20.1.4 If soil is dry, follow applications of dry fertilizer with thorough watering. Watering will make the fertilizer immediately available to the tree and will help prevent burning of grass around the holes by fertilizer that may have been spilled. Some soluble fertilizer solutions may burn the grass unless washed in following applications.

5.5.20.1.5 In fertilizing trees that have roots extending into shrub beds, care must be taken not to punch holes closer than 24-inches to the crowns of small plants.

5.5.20.2 DRY FERTILIZING (Established Trees 6-inch DBH and Larger):

5.5.20.2.1 Formula: A 10-6-4 or similar formula. Any complete fertilizer containing 6-10% available nitrogen is acceptable. High amounts of phosphorus and potash are unnecessary.

5.5.20.2.2 Methods: Punch-hole with power drives or hand bar; and drilled-hole with power-driven or hand auger. When holes are drilled, the soil brought to the surface by the auger must be removed from the turf when the job is completed.

5.5.20.2.3 Location of Holes: Start holes 2-1/2 feet or more from base of trunk. Keep far enough away to prevent injury to base of the trunk or root flare. Stagger holes about 2 feet apart; and locate then in circular patterns underneath the crown-spread to the outer tips of the branches.

5.5.20.2.4 Depth of Holes: 10 to 15 inches.

5.5.20.2.5 Amount of Fertilizer per Tree: 3-5 pounds for each inch of trunk diameter measured 4-1/2 feet above ground. In determining the amount of fertilizer to use per tree, consider the soil area in which fertilizer can be applied. If the area beneath spread of the branches is restricted, reduce the application in proportion to the number of holes that cannot be made. Trees growing between the sidewalk and a paved street should rarely receive over one-half the amount of fertilizer indicated by measuring the trunk diameter at 4-1/2 feet above ground level.

5.5.20.2.6 Method of Application: Start inside, near trunk, and work out toward the drip line of the branches; until the prescribed amount of fertilizer is used. Trees with spreading roots systems, such as Elms and Maples growing in clay soil, often will have roots beyond the drip line of the branches. In such cases it is good to extend the area fertilized, especially of all the fertilizer has not been used under the branch spread. Located holes as previously described, or if trees are in groups the fertilizer may be applied in holes arranged in square patterns to five more; uniform spacing.

5.5.20.2.7 Filling of Holes: Place one cup of fertilizer in each hole. A metal orange juice can (2 inches in diameter by 3 inches tall) is a convenient measure--one can full to each hole. Finish filling holes with humus, Michigan peat or native soil. If native soil is heavy clay, the holes must be filled with sand to improve aeration and to enable water to penetrate more readily. Fertilizer must be immediately watered-in after application.

5.5.20.2.8 Closing of Holes: In turf areas, the holes may be closed by pressing from different angles with the heel of the worker's shoe.

5.5.20.2.9 'Aero-Fertil' Method: This is a good method for aerating the soil and distributing fertilizer, especially in case of trees growing in heavy soil. Holes are drilled in much the same pattern as described previously, except that they are usually placed 3-4 feet apart and 15-18 inches deep. By use of a special piece of equipment ('Aero-Fertil' Gun) a charge of compressed air from a compressor is injected from the drilled hole. This blast of air fractures to soil for some distance from the point of entry. Fertilizer and humus, if desired, is then blown into the hole and through the fractures in the soil by a second blast of air.

5.5.20.3 DRY FERTILIZING (Established Trees Less than 6-Inch DBH): For trees less than 6 inches in trunk diameter use the same methods described for larger trees, but use less fertilizer. One and one-half to 3 pounds per inch of trunk diameter measured 4-1/2 feet above ground is recommended for trees of this size; 1-1/2 pounds per inch for 2-3 inch trees; and 2 to 3 pounds per inch for 4-5 inch trees.

5.5.20.4 DRY FERTILIZING (Shrubbery): Apply one cup of fertilizer per every two feet of spread of the plant by sprinkling onto the surface of the soil. The fertilizer must not be closer than one foot from base of shrub and extend to the perimeter of the branches.

5.5.20.5 LIQUID FERTILIZING

5.5.20.5.1 Liquid fertilizing of establish tress may be substituted for dry fertilizing with COR approval.

5.5.20.5.2 Inject liquid fertilizers under driplines of trees during the active growing season in spring.

5.5.20.5.3 Liquid feeding when heavy soils are excessively wet will further exclude the soil's air and may be detrimental to the tree. Liquid feeding is most beneficial when the soil is on the dry side.

5.5.20.5.4 Formula: Soluble fertilizers are available on the market with analyses, such as 15-8-4, 15-15-15, 20-20-20, 24-12-12, and others. Brand names of some soluble fertilizers used for feeding trees are Arbor Care, Heller-Gro, Fermel, Millers, Ra-Pid Gro, Kapco. These materials are used at dilutions of 2-10 pounds per 100 gallons of water, and 5-7 gallons of solution is used per inch of trunk diameter of the tree being fertilized. With any brand of soluble fertilizer used in liquid feeding, follow the manufacturer's printed directions.

5.5.20.5.5 Inject fertilizer using a 200 PSI pressurized tank equipped with a hydraulic sprayer fitted with shut-off valve and root feeder wand attachment designed for injecting water and liquid fertilizer into the root system of trees.

5.5.20.5.6 Inject fertilizer into the top 4 to 8 inches of soil with a distance of 2.5 - 3.0 feet between injection points or as indicated in the fertilizer manufacturer's printed instructions.

5.5.20.5.7 Start near the trunk and work out to the dripline of the branches. In clay soil extend injection site beyond the branch tips.

5.5.21 PLANTING BED APPLICATION SCHEDULE:

5.5.21.1 List each planting bed application and planned application date within the Grounds Management Plan. Apply fertilizers, pesticides, herbicides and mulch, deep root irrigation as indicated herein. Provide fertilization, pest control, grass & broadleaf weed control, mulching and irrigation, services for planting beds, mulch beds, and open earth areas in strict accordance with NCA Standards.

5.5.22 REPLACEMENT PLANTING:

5.5.22.1 Furnish and install nursery plants as approved by the COR. The Pacific District Agronomist will provide a plan showing the location, species and size of plants to be planted. Replacement plants may not always be the same as the original plant species needing replacement. Emphasis will be on replacing non-native plants with native plants known to thrive within the cemetery.

5.5.22.2 Minimum tree size shall be #15 container (18-inch Ball & Burlap); minimum shrub size shall be #5 container; and minimum groundcover size shall be #1 container. Plant sizes shall be in accordance with American Standards for Nursery Stock (ANZI Z60.1-2004).

5.5.22.3 Any donated plant material offered for installation must be approved by the COR prior to acceptance of the donation. Install donated plant material as approved by the COR.

5.5.22.4 Prepare soil of the planting bed as indicated for “Turf Renovation”. In the case of tree planting, the Contractor must remove all obstructions including tree stumps and roots to a depth of 1-1/2 times the depth of the rootball.

5.5.22.5 Conform to the tree planting procedure shown for the appropriate state below:

5.5.22.6 Oregon State University Extension Service, Catalog EC 1438 “Selecting, Planting, and Caring for a New Tree.” https://catalog.extension.oregonstate.edu/sites/catalog.extension.oregonstate.edu/files/project/pdf/ec1438.pdf

5.5.22.7 University of California Agriculture and Natural Resources Publication 8046 “Planting Landscape Trees” unless noted otherwise herein. http://anrcatalog.ucanr.edu/pdf/8046.pdf

5.5.22.8 Washington State University Extension Fact Sheet – FS047E “Planting Trees and Shrubs in the Landscape unless noted otherwise herein. http://cru.cahe.wsu.edu/CEPublications/FS047E/FS047E.pdf

5.5.22.9 University of Arizona Cooperative Extension Publication AZ1022 “Planting Guidelines: Container Trees & Shrubs.” http://extension.arizona.edu/sites/extension.arizona.edu/files/pubs/az1022.pdf

5.5.22.10 New Mexico State University Cooperative Extension Service, Guide H-420 “Establishing Fruit and Shade Trees.” http://aces.nmsu.edu/pubs/_h/H420.pdf ;

and Guide H-426 “Shade Trees for New Mexico.” http://aces.nmsu.edu/pubs/_h/H426.pdf

5.5.22.11 University of Hawaii Cooperative Extension Service, Pub. L-4, “Planting a Tree.” http://www.ctahr.hawaii.edu/oc/freepubs/pdf/L-4.pdf

5.5.22.12 Planting: Excavate a plant pit equal to 2 times the width of the rootball, and 1 to 2 inches less than the depth of the rootball. Roughen the sides of the planting pit. Set the rootball on firm subgrade with the rootball 1-inch higher than the surrounding grade. Backfill the plant with native soil avoiding use of subsoil and hard clods. Place and compact in 6-inch lifts. Form a 3-inch high watering basin around the outside edge of the rootball and water-in the plant thoroughly. Apply starter fertilizer in accordance with manufacturer’s printed instructions for size and type of plant material.

5.5.22.13 Irrigation: Supplement automatic irrigation with hand-watering until the plant is well-established. Where utilized, reset drip tubing on both sides of the rootball conforming to the existing tubing depth and layout making any necessary repairs. On slopes ensure the drip tubing is on the uphill side of the plant. Stake drip tubing in place using galvanized steel “J” stakes.

5.5.22.14 Tree Stabilization: Double-stake new trees. Triple-stake with 2-inch diameter lodge pole tree stakes and cross-brace stakes with 1x4 dimensional lumber where adverse effects from high winds are evident. Secure trunk loosely to stakes with rubber tree ties. Stain tree stakes and braces with dark brown, low-gloss, wood stain.

5.5.22.15 Provide mulch tree ring around new trees. Mulch rings must be 4 feet in diameter centered on the tree trunk forming a circle. Remove sod within the area of the mulch ring.

5.5.22.16 Report trees which have been damaged in any way to the COR without delay. Plant material damaged by the Contractor must be replaced at the Contractor's expense at no additional cost to the Government using the ISA Tree Valuation Guide.

5.5.23 SEEDING WILDFLOWERS

5.5.23.1 Seed mix will be supplied by the cemetery and installed by the contractor. Seed mix shall be a mix of native annual and perennial wildflowers locally available to the area.

5.5.23.2 Seed areas of the cemetery designated for wildflowers, in early spring (late February/early March) to coincide with annual rainfall as approved by the COR. Do not sow seed when weather conditions are unfavorable, such as during drought, heavy rain or high winds.

5.5.23.3 Apply post-emergent herbicide to kill both broadleaf and grass weed species. Wait until herbicide has effectively killed weeds before proceeding to next step. Reapply herbicide as needed to achieve 90% kill of weed species.

5.5.23.4 Mow existing vegetation as short as possible, 1/2 to 1 inch in height, removing clippings from the site with bag attachments.

5.5.23.5 Apply Pacific District Agronomist approved granular starter fertilizer at a rate of 5 lbs./1000 sq-ft (200 lbs./Acre).

5.5.23.6 Broadcast starter prior to seed placement such that a maximum of 1 pound of actual Nitrogen is applied per 1000 square-feet of seed bed. Broadcast fertilizers using an accurately calibrated spreader to uniformly apply fertilizer to the designated areas.

5.5.23.7 Seed native wildflower seed mix at 20 lbs./Acre using a mechanical slit seeder.

5.5.23.8 Use a slit seeding unit equipped with verticutting blades that cut through existing vegetation and opens up a slit or miniature furrow in the soil. The depth of the slit into the soil must be no more than 1/2 the length of the seed husk.

5.5.23.9 Make two passes with the slit seeder at 45 degree angles to each other leaving a diamond shaped pattern with the seed placed into the soil at 2 inches apart.

5.6 IRRIGATION SYSTEM SERVICES

General Requirements:

- Irrigation System Management
- Irrigation System Maintenance
- Irrigation System Minor Repairs

5.6.1 IRRIGATION SYSTEM MANAGEMENT

5.6.1.1 DEFINITIONS

5.6.1.2 Evapotranspiration (ET): The combined loss of water from soil through evaporation and plant transpiration.

5.6.1.3 “Hot Spot”: An isolated patch of turf as evident by dry soil, hydrophobic soil, and brownish or yellowing leaf color.

5.6.1.4 SCOPE

5.6.1.5 Irrigate all turf, tree, shrub and planting bed areas to ensure plant growth and health with no more than 10 percent “brown” areas due to water stress. The frequency and duration of irrigation must be based on replenishing the loss of water from soil using measurements of evapotranspiration. The irrigation schedule must be approved by the COR and the Pacific District Irrigation Specialist / Agronomist.

5.6.1.6 Program and manage the irrigation controllers to ensure that all cemetery plant material receives the optimum amount of water for plant health and vigor. The Contractor shall not overwater the plant material. Any plant material lost by over irrigation or under irrigation as determined by the COR shall be replaced by the Contractor at no additional cost to the Government. The Contractor shall ensure that there is no standing water in the interment areas, and walkways.

5.6.1.7 Inspect the entire irrigation system each workday and report the system's condition in writing to the COR each week on Wednesday. If there is an emergency situation that requires immediate attention, notify the COR without delay.

5.6.1.8 Utilize evapotranspiration measurements from weather stations to program irrigation frequency and duration. For cemeteries without on-site weather stations, subscribe to on-line service to provide local evapotranspiration data.

5.6.1.9 Provide and pay monthly service charges for commercially-available internet service to the central irrigation computer needed to access cloud-based control systems, on-line data, technical support, and download software updates.

5.6.1.10 Renew annual subscription and pay monthly service charges for cemeteries with cloud-based control systems, and controllers using cellular communication.

5.6.1.11 Maintain irrigation equipment used to automate irrigation events in accordance with manufacturer's printed instructions.

5.6.1.12 Fine-tune schedules utilizing theoretical evapotranspiration data with visual observations of soil moisture and turfgrass health. Make adjustments to schedules to maximize turf health while minimizing soil moisture.

5.6.1.13 Operate manually controlled sprinklers to assure even watering with no more than 10 percent brown area due to water stress.

5.6.1.14 Hand water "hot-spots" where irrigation coverage is lacking. Do not overwater turf in a given irrigation zone to compensate for isolated dry areas. Evaluate irrigation coverage and adjust head locations, and add sprinkler heads to solve coverage problems as approved by the COR and District Irrigation Specialist. Do not change individual sprinkler nozzle sizes to provide coverage for dry areas unless indicated by irrigation audit reports to improved overall efficiency. Apply soil-wetting agent for turf (soil surfactants) to hydrophobic soils which will not readily accept water.

5.6.1.15 Provide one irrigation audit for each turf irrigation zone that employs different head or nozzle sizes using the "catch can" technique. Provide water audits for no less than ten (10) turf rotor zones as approved by the COR. Irrigation audits must be conducted by a Certified Landscape Irrigation Auditor accredited by the Irrigation Association. Present a certificate of course completion to COR as evidence of credentials. Make adjustments to irrigation system based on written recommendations of irrigation audit, such as pressure regulation settings and nozzle exchanges. Calculate actual precipitation rate(s) and Distribution Uniformity Low Quarter (DU_{LQ}) for each irrigation zone audited and use this information to develop the irrigation schedule.

5.6.1.16 If Distribution Uniformity Low Quarter (DU_{LQ}) for any zone is less than 0.71, change turf rotor nozzle sets and re-audit.

5.6.1.17 Exchange nozzles sets and re-audit until highest possible DU_{LQ} is achieved.

5.6.1.18 Do not perform irrigation audits when wind conditions exceed 5 mph.

5.6.1.19 Provide one drip irrigation audit for each irrigation zone that employs different emitter spacing, and drip irrigation technique. Provide irrigation audits for no less than ten (10) drip zones as approved by the COR. Irrigation audits must be conducted by a Certified Landscape Irrigation Auditor accredited by the Irrigation Association with a drip irrigation specialty. Present a certificate of course completion to COR as evidence of credentials. Calculate actual precipitation rate(s), Distribution Uniformity, and efficiency coefficient for each irrigation zone

audited and use this information to develop the irrigation schedule. Make adjustments to irrigation system based on written recommendations of irrigation audit, such as pressure regulation settings, emitter flow rate and spacing, filtration, numbers and locations of flush and air relief and check valves, maintenance recommendations, and repairs.

5.6.1.20 If Distribution Uniformity is less than 0.90, make adjustments to system pressure, drip tubing layout and emitter flow rate and spacing to achieve targeted results.

5.6.1.21 Do not perform drip irrigation audits when soils are saturated.

5.6.1.22 The Contractor must have an employee or consultant schedule and manage the irrigation system. The Contractor's Irrigation Manager must have a minimum of two years experience in the management of large commercial irrigation systems equipped with central irrigation control systems, (e.g., Rain Bird Maxicom, Site Control, IQ; Rain Master Oasis, Laguna, Eagle; Calsense ET2000e, CS300; Baseline; etc.).

5.6.1.23 The Contractor's Irrigation Manager must be Certified Irrigation Technician (CIT) and Certified Landscape Irrigation Auditor (CLIA) certified by the Irrigation Association (IA). Submit a certificate of completion as evidence that the irrigation manager has completed the required training. All subsequent irrigation managers are required to complete the same training.

5.6.1.24 The Contractor's Irrigation Manager must be trained by the pump station manufacturer or an authorized representative, in "winterizing" and spring start-up of the pump station and all of its components. Provide the irrigation manager with a minimum of 16-hours of on-site training. Submit a certificate of completion as evidence that the irrigation manager has completed the required training. All subsequent irrigation managers are required to complete the same training. Film the training session to be used as a re-fresher course prior to winterizing and spring start-up. Provide digital copy to the COR and District Irrigation Specialist.

5.6.1.25 The Contractor's Irrigation Manager must be trained by the irrigation control system manufacturer or an authorized representative, in information gathering, data entry, programming, scheduling, and trouble-shooting of the central irrigation control system. Provide the irrigation manager with a minimum of 16-hours of on-site training. Submit a certificate of completion as evidence that the irrigation manager has completed the required training. All subsequent irrigation managers are required to complete the same training. Film the training session to be used as a re-fresher course. Provide digital copy to the COR and District Irrigation Specialist.

5.6.1.26 Gather site data (i.e., planting type, percent slope, soil type, soil infiltration rate, geographic location, etc.), weather data, (i.e., solar exposure, evapotranspiration rates, wind speed, temperature, rainfall, etc.) and sprinkler head output data (i.e., head type, drip emitter type, emitter spacing, emitter GPH, nozzle GPM, zone GPM's, PSI, precipitation rate (PR) and Distribution Uniformity Low Quarter (DULQ)), and enter data into the central control system program as often as required to update system parameters.

5.6.1.27 Contact Irrigation District/Water Purveyor at the beginning of each water year to obtain written directives regarding voluntary and mandated water use restrictions. Present a copy of the directive to the COR and the District Agronomist. Upon the approval of the COR, make necessary adjustments to the irrigation schedule to comply with water use restrictions imposed by water suppliers, federal, state, and/or city mandates. The scheduling adjustments must be made zone by zone according to a hierarchy of lowest to highest visually prominent areas designated by the National Cemetery Administration's "Drought Response Contingency Plan". Provide a modified irrigation schedule to the COR and Pacific District Irrigation Specialist/ Agronomist demonstrating compliance with water use reduction mandates.

5.6.1.28 The Contractor's Irrigation Manager and Site Supervisor must complete the water purveyor-mandated "Recycled Water Site Supervisor Certification Training" where required, and receive certification to irrigate with reclaimed water. All subsequent irrigation managers and site supervisors are required to complete the same training.

5.6.1.29 GENERAL REQUIREMENTS

5.6.1.30 Irrigate turf infrequently in a quantity sufficient to wet the entire root zone (usually a minimum 6 inch depth). Do not irrigate again until turf shows signs of wilt. Test water infiltration depths with a soil core sampler, soil moisture meter or similar device.

5.6.1.31 Submit a baseline irrigation schedule in electronic format for approval of COR and Pacific District Irrigation Specialist. The schedule must show each zone on the irrigation system and display total daily run times in minutes, total cycles per day, and frequency of watering days per week for the month of July. Determine run times based on the results of the irrigation audit and infiltration rate of the soils. For each zone indicate in a spread sheet:

5.6.1.32 Distribution Uniformity Low Quarter (DULQ).

5.6.1.33 Irrigation head type, manufacturer, model number.

5.6.1.34 Nozzle size, and nozzle precipitation rate (PR) in inches per hour.

5.6.1.35 Total zone gallons per minute.

5.6.1.36 Utilize the cemetery's on-site weather station and central software to make automatic adjustments to irrigation run times based on actual evapotranspiration (ET) rates logged at the site. Print out station run-time history and water use records at the end of each billing cycle for review of the COR and District Irrigation Specialist. Alternatively, for cloud-based irrigation controllers, upload ET data supplied daily from cloud-based weather service to automatically adjust irrigation run times.

5.6.1.37 For Cemeteries without an on-site weather station or cloud-based ET data, show monthly adjustments for each zone as total run times in minutes, or a percentage reduction in peak water application for the month of July. List historical evapotranspiration (ET) rates for each month of the year for the cemetery. List official source(s) of ET data.

5.6.1.38 Program irrigation controller to apply water to match the water infiltration rate of the site soils. Use several start times (or "cycle and soak" feature of the controller) to allow irrigation water to infiltrate soils and avoid water waste through run-off. Reference soil test reports for soil infiltration rates (in/hr).

5.6.1.39 Program irrigation controller to avoid high wind time periods observed on the site. Typically start irrigation as late into the evening as the schedule will allow to avoid high winds usually associated with late afternoon/early evening periods.

5.6.1.40 Program a syringe cycle to remove morning dew from turf to control fungal pathogens where present.

5.6.1.41 Program thresholds on central control system to automatically shut-down master valves when peak scheduled flow is exceeded by 105 percent of peak flow indicating a mainline break. (Do not set programming to shut down master valve due to excess flow associated with a single broken sprinkler head.)

5.6.1.42 Make adjustments to sprinkler heads and irrigation/water control equipment weekly as required to assure even distribution of water to all irrigated areas. Tasks include but are not limited to: adjust height of sprinklers to be flush with grade; adjust arc and radius to minimize overspray onto pavement and adjacent landscape areas; align heads perpendicular to grade; unclog sprinkler nozzles; clean internal screens; relocate heads or add heads to avoid impediments which inhibit proper distribution; replace non-matching sprinkler heads and nozzles; and provide new nozzles sets for entire zones to increase Distribution Uniformity Low Quarter (DULQ) as determined by the Irrigation Audit.

5.6.1.43 Make adjustments to drip irrigation outlets and irrigation/water control equipment each workday as required to ensure even distribution of water to all irrigated areas. Tasks include but are not limited to: adjusting depth of drip tubing; adjusting location of drip tubing in relation to plant rootball; aligning and staking drip tubing to be parallel to grade; flushing drip lines; cleaning drip filters; relocating drip tubing or add drip tubing to avoid impediments which inhibit proper distribution; replacing non-matching drip tubing; and providing new drip tubing for entire zones to increase Distribution Uniformity Low Quarter (DULQ) as determined by the Irrigation Audit.

5.6.1.44 Create irrigation wall map(s) from full size irrigation as-built drawings. Obtain the CAD electronic files from the Irrigation Specialist or District Agronomist for this purpose. Verify actual field locations of controllers, mainline and valves; and adjust line work on drawings accordingly. Plot a color-coded drawing with different colors for remote control valves and their corresponding controllers onto one or more 30 by 42 inch sheets as required for legibility. Laminate and post drawing(s) in a convenient location for staff's use.

5.6.2 IRRIGATION SYSTEM MAINTENANCE

5.6.2.1 SCOPE

5.6.2.1.1 Provide regularly scheduled preventative maintenance to irrigation equipment before failures occur. Follow instructions in Operations and Maintenance

(O&M) Manuals for routine maintenance unless indicated otherwise. Obtain a copy of the O&M manuals from the COR.

5.6.2.1.2 Provide all labor, materials and supplies to maintain the irrigation system downstream of the control valves in an operable condition free of leaks and waste of water. This includes non-pressure piping, fittings, risers and outlets.

5.6.2.1.3 Provide all labor, materials and supplies for routine preventative maintenance inspections.

5.6.2.1.4 Service calls reports must be accompanied by a quote for parts and labor needed to make any necessary repairs above and beyond routine maintenance.

5.6.2.1.5 When requested by the CO, submit quotes to make repairs to irrigation equipment noted to have defects or failures identified during regularly scheduled preventative maintenance.

5.6.2.2 DEFINITIONS

5.6.2.2.1 Non-pressure Piping: Lateral line pipe that is not under water pressure until the control valves are opened. Pipe that is typically downstream of the control valve.

5.6.2.2.2 Pressure Piping: Mainline and submain pipe that is constantly under water pressure. Pipe that is typically upstream of the control valve.

5.6.2.2.3 Outlets: Sprinkler heads, drip emitters, drip flush valves, drip air relief valves.

5.6.2.2.4 Valves: Backflow prevention devices, isolation valves, pressure regulating valves, automatic valves, air and vacuum release valves, remote control valves, hose bibs, quick couplers,

5.6.2.2.5 Inspect the entire irrigation system and report the system's condition to the COR once each week on Friday. Monitor and manage the entire irrigation system, up to and including the point-of-connection, the city water meters, backflow prevention devices, pump station, water storage tank, mainline, and immediately report any leaks, breaks and irregularities to the COR. Immediately control leaks and/or breaks to ensure that no flooding or washouts occur.

5.6.2.2.6 Provide corrections to defective lateral lines and sprinkler heads (e.g., turf rotors, shrub rotors, spray heads), and emission devices (e.g., drip tubing, emitters, bubblers, etc.) to provide a fully functional irrigation system. All irrigation materials and supplies are to be provided by the Contractor.

5.6.2.2.7 Repair or replace missing, defective, damaged, broken, malfunctioning and inoperative sprinkler heads, tree bubblers, shrub bubblers, drip emitters, tree emitter loops, broken non-pressure pipe and fittings, broken drip tubing and drip irrigation accessories as often as necessary to properly maintain the health, quality appearance and vigor of all irrigated plant material. All replacement parts and materials are to be provided by the Contractor.

5.6.2.2.8 Provide an initial inventory log at the beginning of the contract, and maintain an inventory of commonly needed parts, supplies and equipment to enable timely repair and replacement of critical components as approved by the COR. Maintain a quarterly inventory log for review of the COR. Note on the log each repair made and parts used to make the repair. Maintain an adequate supply of

parts, supplies and equipment required to make repairs, (e.g., lateral line breaks). Store parts, supplies and equipment in a secure location. Replace stolen and missing parts, supplies and equipment at no additional cost to the Government.

5.6.2.3 IRRIGATION PUMP STATION

5.6.2.3.1 Provide an Irrigation Pump Station preventive maintenance plan for pressure booster pumps, jockey pumps, submersible pumps, electric motors, electrical switches, valves and filters based on manufacturer's Operations and Maintenance manuals. Prior to initiation of contract, submit a copy of this plan for COR approval. Any deviations from this plan must be approved by the COR. This service is designed to: provide efficient equipment operation; extend the life of the units; identify potential problems before major breakdowns occur; and reduce system down time. Where the pump station requires “spring start-up” and “winterization”, the Irrigation Pump Station preventive maintenance plan must provide step-by-step instructions for decommissioning and recommissioning of the pump station.

5.6.2.3.2 Work must be performed by a qualified electrical and pump service technician in a mobile dispatched service truck. Pump service technician must be certified by the pump station manufacturer, or have a minimum of 5 years experience servicing pumps by the pump station manufacturer. Prior to initiation of contract, provide copies of documents and or certificates showing technicians meet this requirement to the COR.

5.6.2.3.3 Provide a minimum of four yearly service calls, plus one additional emergency (on-call) 3-hour visit per year. Schedule one service call in the late winter before pump service technicians become in high demand by agricultural users in the spring.

5.6.2.3.4 Provide the emergency service with 24 hours after notification.

5.6.2.3.5 Provide written service report to COR within 5 days of each visit, and alert COR of any recommended repairs above and beyond routine maintenance. Submit quote for repairs to COR.

5.6.2.3.6 Provide the following services on each piece of equipment listed below in accordance with the pump station manufacturer’s printed Operations and Maintenance (O&M) Manuals. Obtain a copy of the O&M Manuals from the COR.

5.6.2.3.7 Visual inspection of pump station.

5.6.2.3.8 Evaluate pump station operation at various flows. Take voltage and current rating and compare to last report.

5.6.2.3.9 Check all safety shutdown features.

5.6.2.3.10 Confirm pump station is operating properly.

5.6.2.3.11 Check tightness on flange and motor bolts.

5.6.2.3.12 Check and verify PRV and High-Pressure Relief Valve operation. Adjust valves as required.

5.6.2.3.13 Check coupling alignment on pump(s).

5.6.2.3.14 Grease or oil motor bearing(s).
5.6.2.3.15 Change motor bearing oil once a year.
5.6.2.3.16 Check stuffing box for leakage.
5.6.2.3.17 Open wye-strainer blow-down valve to provide heat exchanger flush.
5.6.2.3.18 Inspect basket strainers, clean debris from interior and screens, check screen for wear, and reassemble.
5.6.2.3.19 Inspect and tighten all electrical connections in electrical panel.
5.6.2.3.20 Conduct Infrared Temperature Check (check electrical panels for hot spots, defective transformers and detect loose connections).
5.6.2.3.21 Inspect contactors for pitting and excessive wear.
5.6.2.3.22 Remove and clean diaphragm and pilots on safety relief valve.
5.6.2.3.23 Inspect Inverter and PLC and/or Starting Equipment.
5.6.2.3.24 Verify all surge devices are visually sound.
5.6.2.3.25 Check pressurized water tanks for leakage and pressure holding capabilities. Note flow from well (gpm), pump cut in (psi), pump cut out (psi), and tank pre-charge pressures (psi) on service record.
5.6.2.3.26 Verify all electrical connectors are at proper torque settings.
5.6.2.3.27 Verify electrical grounding of the motor armatures.
5.6.2.3.28 Clean/change all cooling filters and grills.
5.6.2.3.29 Remove all dirt and dust that has penetrated the unit interior, and that has accumulated on the processor board.
5.6.2.3.30 Clean station pumps, motors, control panel and associated components.
5.6.2.3.31 Clean pump house interior and/or clean pump station yards within the fenced enclosures of trash, dirt and debris.
5.6.2.3.32 Clear water intake structure of debris.
5.6.2.3.33 Provide written service report to COR within 5 business days of each visit.
5.6.2.3.34 Alert COR of any recommended repairs above and beyond routine maintenance. Submit quotes for repairs to COR.
5.6.2.3.35 Swap lead and stand-by pumps annually to provide for even wear and tear on the pumps.

5.6.2.4 PUMP STATION FILTERS

5.6.2.4.1 Provide routine maintenance for pump station filters per the Operations and Maintenance (O&M) Manual. Obtain a copy of the O&M Manual from the COR.
5.6.2.4.2 Contractor must be an authorized service provider of installed filtration system. Provide to the COR prior to initiation of contract, copies of documents and or certificates showing technicians meet this requirement.
5.6.2.4.3 Contractor will provide at a minimum, quarterly (4) site visits per year to service filters at pump stations, plus one (1) additional emergency on-call service. Schedule the maintenance services with the approval of the COR.
5.6.2.4.4 Provide the emergency service with 24 hours after notification.
5.6.2.4.5 Provide written service report to COR within 5 days of each visit, and alert COR of any recommended repairs above and beyond routine maintenance.

5.6.2.4.6 General Pump Filter Maintenance: Provide a preventive maintenance plan for maintenance of the filtration systems to the COR. Test and inspect the filtration systems based on manufacturer's printed O&M manuals, including but not limited to the tasks listed below. Perform tasks in accordance with manufacturer's preventative maintenance schedule. Any discrepancies or unrecorded maintenance items shall be reported to the COR.

5.6.2.4.7 Centrifugal Filters:

5.6.2.4.8 Visual inspection of pump filter.

5.6.2.4.9 Open and close by-pass valves to exercise valves.

5.6.2.4.10 Clean mini filter.

5.6.2.4.11 Inspect plastic tubing.

5.6.2.4.12 Check flush valve for proper operation.

5.6.2.4.13 Check wire connections.

5.6.2.4.14 Clean exterior of equipment.

5.6.2.4.15 Provide written service report to COR within 5 business days of each visit.

5.6.2.4.16 Remove the main filter screen and check for wear and tear. Re-install.

5.6.2.4.17 Inspect dirt collector, flush valve, piston and differential pressure gauge.

5.6.2.4.18 Annually, inspect for wear and tear: cover seal; fine screen; dirt collection nozzles; air/water connections; O-rings; piston; dirt collector.

5.6.2.4.19 Alert COR of any recommended repairs above and beyond routine maintenance. Submit quote for repairs to COR.

5.6.2.4.20 Sand Media Filters:

5.6.2.4.21 Visual inspection of pump filtration system for leaking gaskets, gauge operation, hydraulic tubing integrity, and system pressure drops, wiring condition, paint condition

5.6.2.4.22 Check media depth yearly.

5.6.2.4.23 Clean water pickup assembly filter.

5.6.2.4.24 Inspect hydraulic line connections.

5.6.2.4.25 Inspect electrical connections and control box seals.

5.6.2.4.26 Lubricate backwash valve with general purpose water insoluble grease.

5.6.2.4.27 Inspect valve interior components (seals, diaphragm, shaft, etc.).

5.6.2.4.28 Check coupling gaskets for leaks.

5.6.2.4.29 Check system pressure differential.

5.6.2.4.30 Check backwash flow rate.

5.6.2.4.31 Check flow meter to assure proper flow rate.

5.6.2.4.32 Monitor duration of flush cycle.

5.6.2.4.33 Evaluate seasonal water quality fluctuations for possible settings adjustments.

5.6.2.4.34 Service downstream strainer.

5.6.2.4.35 Provide chlorine shock treatment.

5.6.2.4.36 Clean exterior of equipment.

5.6.2.5 PRESSURE REDUCING AND LAKE FILL VALVES

5.6.2.5.1 Provide a preventive maintenance plan for maintenance of all pressure reducing and lake fill valves based on manufacturer's Operations and Maintenance

manuals. Prior to initiation of contract, submit a copy of this plan for COR approval. Any deviations from this plan shall be authorized by the COR. This service is designed to extend the life of the units and identify potential problems before major breakdowns occur, reduce system down time, and provide reliable equipment operation.

5.6.2.5.2 All work must be performed by a qualified electrical and valve service technician in a mobile dispatched service truck. Prior to initiation of contract, provide the COR copies of documents and or certificates showing technicians meet the requirements.

5.6.2.5.3 Service the valves once per year, plus one additional emergency on-call service. Schedule the maintenance service with the approval of the COR.

5.6.2.5.4 Contractor must provide emergency service with 24 hours after notification.

5.6.2.5.5 Quarterly, exercise shut-off and diversion valves. Inspect for complete closure. Provide a report to the COR.

5.6.2.5.6 Provide written service report to COR within 5 days of each visit, and alert COR of any recommended repairs above and beyond routine maintenance.

5.6.2.5.7 Provide the following services on each of the valves:

5.6.2.5.8 Disassemble.

5.6.2.5.9 Clean.

5.6.2.5.10 Inspect main control valve.

5.6.2.5.11 Inspect pilot control.

5.6.2.5.12 Rebuild internal valve and replace diaphragm.

5.6.2.5.13 Rebuild pilot assembly.

5.6.2.5.14 Reassemble.

5.6.2.5.15 Adjust operating pressure.

5.6.2.6 BACKFLOW PREVENTION DEVICE

5.6.2.6.1 Provide yearly backflow testing and certification by a certified backflow prevention assembly tester for each backflow prevention device serving the site. Devices include both domestic water and irrigation-only backflow preventers. Affix a service record tag to each backflow serviced. Flush and clean wye-strainers screens on backflow assemblies yearly at time of testing.

5.6.2.6.2 Check backflow insulators are securely fitted around the devices. Tighten laces. Inform COR if insulators are worn and in need of replacement.

5.6.2.6.3 Check backflow enclosure for structural soundness. Tighten bolts connecting enclosure panels together, and bolts mounting the enclosure to the foundation.

5.6.2.7 MASTER VALVES

5.6.2.7.1 Exercise master valves and submaster valves/hydrometers quarterly to check for proper functioning. Provide a report to the COR in tabular form showing date of inspection and results for each master valve in the system as “pass” or “fail”. A passing grade is a valve that is capable of being actuated from the irrigation controllers and closes and opens flow completely. Advise COR of any recommended repairs and provide quotes for parts and labor.

5.6.2.7.2 Test master valves for automatic closure upon exceeding flow threshold established in programming of central control system. Set a low flow test threshold in the programming and run an irrigation zone that exceeds that threshold. Note on the report to the COR the results for each master valve in the system as “pass” or “fail”. A passing grade is a valve that closes automatically when the high flow threshold is exceeded.

5.6.2.7.3 Advise COR of any recommended repairs and provide quotes for parts and labor.

5.6.2.8 FLOW METERS

5.6.2.8.1 Check flow meters for communication of real time flow at satellite irrigation controllers and central irrigation computer. Provide a report to the COR in tabular form showing date of inspection and results for each flow meter to measure flow in the system as “pass” or “fail”. Advise COR of any recommended repairs and provide quotes for parts and labor

5.6.2.8.2 Recalibrate flow meters/hydrometers annually. Provide a service report to the COR.

5.6.2.9 BASKET STRAINERS

5.6.2.9.1 Quarterly, flush filter screen quarterly to remove heavy contaminants. Connect hose to outlet and direct flow onto non-landscaped area.

5.6.2.9.2 Yearly, remove and clean screen filters. Replace screen filters when worn. Advise COR of any recommended repairs and provide quotes for parts.

5.6.2.10 AUTOMATIC CONTROL VALVES

5.6.2.10.1 Exercise Automatic Control Valves (ACV) as part of submain pressure regulating assemblies quarterly to check for proper functioning. Provide a report to the COR in tabular form showing date of inspection and results for ACV in the system as “pass” or “fail”. A passing score is a valve that is capable of opening and closing in response to flow demand, and/or opens and closes completely when actuated from an irrigation controller.

5.6.2.11 PRESSURE REGULATING VALVES

5.6.2.11.1 Exercise pressure-regulating valves (PRV) quarterly to check for proper functioning. PRV’s include valves which are part of irrigation mainline pressure regulating assemblies. Report upstream and downstream static and dynamic pressure readings. Provide a report to the COR in tabular form showing date of inspection and results of pressure readings for each PRV assembly.

5.6.2.11.2 Check remote control valves for presence/absence of pressure-regulating modules. Re-install manufacturer’s optional pressure-regulating modules on remote control valves where they are missing or have been removed. Exercise pressure-regulating modules which are components of remote control valves. Turn pressure adjustment screw until pressure reduction is visible either from pressure gauge or noticeable drop in radius of sprinkler heads. Provide a report

to the COR in tabular form showing date of inspection and results for each PRV in the system as “pass” or “fail”. Advise COR numbers of valves needing pressure-regulating modules, any recommended repairs and provide quotes for parts.

5.6.2.12 COMBINATION VALVES/AIR-VAC VALVES

5.6.2.12.1 Observe combination valves (Air and Vacuum Release Valves) quarterly to check for proper functioning and leaks. Follow the manufacturer’s printed instructions for testing. Testing may require temporary installation of a shut-off valve on the drain outlet. A properly operating combination valve will allow air trapped in pipes to escape, eject a small amount of water and then form a water-tight seal. Provide a report to the COR in tabular form showing date of inspection and results for each combination in the system as “pass” or “fail”. Advise COR of any recommended repairs and provide quotes for parts and labor.

5.6.2.13 ISOLATION VALVES

5.6.2.13.1 Exercise isolation valves (Gate and Ball Valves) quarterly on irrigation mains, domestic water mains, and fire mains to check for proper functioning, and to remove built-up debris.

5.6.2.13.2 Exercise in accordance with valve manufacturer’s printed instructions and American Water Works Association (AWWA) standards. Obtain a copy of the O&M manuals form the COR.

5.6.2.13.3 Contact the local fire marshal for direction prior to exercising fire main valves.

5.6.2.13.4 Close valve completely and check for complete isolation of the mainline by attempting to obtain water from a downstream outlet such as a quick coupling valve or sprinkler.

5.6.2.13.5 Provide a report to the COR in tabular form showing date of inspection and results for each isolation valve in the system as “pass” or “fail”. Advise COR of any recommended repairs and provide quotes for parts and labor.

5.6.2.13.6 After testing and positive identification of the water source controlled by the valve, prepare surfaces and paint the cast-iron valve covers with respectively-colored low-gloss enamel spray paint: Non-potable Purple for irrigation valves; Potable Blue for Domestic valves; and Yellow for Fire valves. (Note: Currently, not all valve covers may be painted the correct color.)

5.6.2.14 LEAK DETECTION AND REPAIR

5.6.2.14.1 Leak Detection and Repair is a strategy for water use reduction.

5.6.2.14.2 Actuate individual irrigation zones weekly by manual starts. Observe for broken/malfunction sprinkler heads, leaks in piping visible at the surface. Isolate leaks and make repairs within 24-hours of identification. Adjust radius, arc and trajectory of sprinkler heads to prevent overspray.

5.6.2.14.3 At least quarterly monitor flow meters to detect water flow when the system is not in use. This method will be used to detect leaks that may not be visible on the surface level. Isolate mainlines and submains until leak(s) is detected.

Isolate and repair mainline/submain leak(s) in landscape within 48-hours of detection. For leaks under paving, isolate the leaks and immediately notify the COR of the leak location(s), so the Government can hire a leak detection company to pin-point the leak location(s). Make provisions to irrigate landscapes until repairs are completed.

5.6.2.14.4 Create a wall map of the actual irrigation mainline routing and actual locations of isolation/shut-off valves so irrigation mainline can be isolated for leak detection, and shut down during mainline breaks, and segments isolated for repairs. Obtain the CAD electronic file from the District Irrigation Specialist or Agronomist for this purpose. Verify actual field locations of mainline and isolation valves; and adjust line work on drawings accordingly. Provide dimensions on drawing showing location of isolation valves from two fixed points (e.g., face of curb, wall, etc.). Plot a color-coded drawing with different colors for mainline and isolation valves onto one or more 30 by 42 inch sheets as required for legibility. Laminate and post drawing(s) in a convenient location for staff's use.

5.6.2.14.5 After repair of pressure and non-pressure irrigation line breaks and equipment repairs, flush lateral lines to the satisfaction of the COR. Direct water flow onto landscape areas or into approved storm drainage structures. Remove all heads on ends of lateral lines for lateral line flushing. Open all flush valves on ends of drip tubing for drip line flushing.

5.6.2.14.6 To ensure compatibility with existing equipment, all parts and supplies used for repair and maintenance shall be the same size, type, model and brand of the part to be replaced and COR-approved prior to installation. Provide the invoice from irrigation distributor as evidence of cost for the part.

5.6.2.15 IRRIGATION CONTROL SYSTEM

5.6.2.15.1 Provide updates to existing control system software downloadable from manufacturer's website as soon as new updates are made available. Install updates on central irrigation computer. Make a backup of historical data prior to new software install. Upload historical data into updated program.

5.6.2.15.2 Engage a manufacturer's authorized service provider to inspect Central Irrigation Computer and irrigation controller, and Pump Station Monitor annually. Check hard wire communication links between central irrigation computer, pump station controls, and weather station for proper functionality.

5.6.2.15.3 Check remote control system for remote operation of remote control valves. Check antenna and tighten mounting hardware. Inspect central irrigation computer and satellite irrigation controllers annually. Check hard wire communication links between central irrigation computer and satellite irrigation controllers for proper functioning; inspect wire connections, electrical connectivity and grounding.

5.6.2.15.4 Verify that the irrigation controllers are capable of actuating all remote control valves and master valves automatically.

5.6.2.15.5 Set up thresholds on central controller to automatically shut-down master valves when peak flow is exceeded by 105 percent of peak flow indicating a mainline break. (Do not set programming to shut down master valve for a broken sprinkler head.)

5.6.2.15.6 Advise COR of any recommended repairs and provide quotes for parts.

5.6.2.15.7 Remove and replace Government-provided controller panels and associated components (e.g., antennae, cooling fans), when equipment is determined to be in need of repair or is no longer functional.

5.6.2.15.8 Clean interior of controller cabinets annually. Inspect weather stripping inside controller cabinet doors. Replace worn and broken weather stripping to provide a water-tight seal.

5.6.2.15.9 Polish stainless steel cabinets for irrigation controllers annually using stainless steel polish per manufacturer's printed instructions. Inspect and tighten mounting hardware.

5.6.2.16 TURF ROTOR SPRINKLER HEADS

5.6.2.16.1 Annually, test pressure at turf rotor sprinkler heads with a pitot tube. Test a minimum of 3 heads for each irrigation zone. Adjust pressure at the remote control valve pressure regulating module for system design pressure at sprinkler head furthest from the remote control valve.

5.6.2.16.2 Verify that the correct nozzle is present in all heads on the same zone. Replace non-conforming nozzles. All nozzles should be the same number/gpm based on the results of the irrigation audit.

5.6.2.17 SPRAY/MULTI-STREAM ROTARY HEADS and BUBBLERS

5.6.2.17.1 Provide regular quarterly maintenance to inspect sprinkler heads for proper functioning. Inspect that pop-up risers fully extend and retract, and that wiper seals are not deteriorated. Remove nozzles, unclog orifices, inspect for cracks and clean filter screens. Inspect caps for leaks. Make needed repairs/replacements.

5.6.2.18 DRIP IRRIGATION EMITTERS

5.6.2.18.1 Annually, test pressure at drip irrigation emitters with a pitot tube. Test a minimum of 3 emitters for each irrigation zone. Adjust pressure at the remote control valve pressure regulating module for system design pressure.

5.6.2.19 SEASONAL SHUT-DOWN/START-UP

5.6.2.19.1 Fall Shut-down: Typically in October/November prior to the onset of freezing temperatures, "winterize" the irrigation system. Drain water or blow out with compressed air water in above-and below-ground equipment: pumps systems, filters, valves, lateral and mainline pipes. Disassemble and properly store equipment that must be removed from service during freezing weather.

5.6.2.19.2 For irrigation systems supplied with high-turbidity agricultural water, supply fresh water in sufficient quantities to flush dirty water completely from all system component prior to winterizing. Repair/replace non-functional irrigation equipment at spring start-up at no additional cost to the Government for failing to adequately flush the system.

5.6.2.19.3 Spring Start-up: In the springtime typically in March, re-assemble dismantled parts and equipment and re-charge the irrigation system. Repair/replace any damage caused by improper winterization at no additional cost to the Government.

5.6.3 IRRIGATION SYSTEM MINOR REPAIR

5.6.3.1 GENERAL REQUIREMENTS

5.6.3.1.1 Perform Irrigation system minor repair by or under the direct supervision of a Certified Irrigation Contractor (CIC) by the Irrigation Association or the Landscape Contractors Association. Submit evidence of certification to COR.

5.6.3.1.2 Make repairs and maintenance using new materials to match the existing system components unless approved otherwise by the COR.

5.6.3.2 SCOPE

5.6.3.2.1 Irrigation System Minor Repair includes all work on pressure pipe and non-pressure pipe downstream of the master valves.

5.6.3.2.2 Repair or replace defective, damaged, broken, malfunctioning and inoperative valves of all types, remote control valves, exposed control wires/cables, decoders, broken submain pressure pipe and fittings, and accessories to properly supply water to the sprinkler system. Replace damaged vaults, valve boxes, vault/valve box lids. Where repair or replacement of the valve requires removal of a vault and/or valve box, reconstruct the valve box assembly with proper support including compacted aggregate base, support blocks, rodent intrusion prevention, and drainage rock. All replacement parts and materials are to be provided by the Contractor.

5.6.3.2.3 Repair of submain pipe 3 inches and larger must be provided using ductile iron fittings, ductile iron or stainless steel repair couplings, and mechanical joints and/or self-restrained joints. Repair of submain 6 inches and larger must also include concrete thrust blocks in addition to restrained joints.

5.6.3.2.4 Repair of HDPE pipe must be made with heat fusion-weld equipment and parts approved by the pipe manufacturer.

5.6.3.2.5 Flush mainlines and lateral lines after repair of line breaks to the satisfaction of the COR. Direct water flow onto landscape areas or into approved storm drainage structures. Remove all heads at ends of lateral lines for lateral line flushing. Open all flush valves on ends of drip tubing for drip line flushing. Flush mainlines through quick coupling valves and blow-off valves where exist. Inspect air-relief valves (aka, “Air-Vac”, Combination valves) for proper functioning during recharge of the mainline. Witness air and then water being expelled

through the devices, and automatic water-tight closure of the valves. Report malfunctioning air-relief valves to the COR.

5.6.3.2.6 In the event of the failure of any portion of the irrigation system, provide a temporary means of irrigating the affected area until the system is restored to normal.

5.6.3.3 IRRIGATION CONTROL SYSTEM

5.6.3.3.1 Trouble-shoot and make repairs to the irrigation control system when faulty remote control valves have been identified.

5.6.3.3.2 Verify active power supply to irrigation controller. Test controllers for electrical reliance.

5.6.3.3.3 Verify control wires are properly wired at the controller and at the valve solenoid. Test and replace faulty solenoids. Use waterproof wire connectors.

5.6.3.3.4 Trace and/or tone wires to locate ground faults in the presence of the COR.

5.6.3.3.5 Locate and flag ground fault locations so repairs to direct-bury conductors can be made to re-establish connectivity.

5.6.3.3.6 Where conduits exist pull new conductors through conduits and make connections to re-establish connectivity.

5.6.3.4 MAJOR IRRIGATION SYSTEM REPAIRS (NOT IN CONTRACT)

5.6.3.4.1 Repairs on pressure pipe and valves upstream of and including the master valves shall be considered “Construction” and will be repaired under a separate contractual agreement with either “the Contractor,” a different contractor, or with Government materials and/or labor, at the Government’s discretion. This typically includes: water meters, service lines, backflow preventers, pressure-regulating valves, master valves, flow meters, hydrometers, isolation valves, vaults and valve box assemblies in roadways, mainline pipe and fittings, pipe restraints, irrigation controllers, electrical power lines, valve control wires, cables and conduits under paving.

5.6.3.4.2 Where broken pipe, fittings, control wires and irrigation valves require removal of hardscape elements (e.g., pavements, walls, footings, etc.), to make the repairs, itemize the work of removal and replacement of the hardscape element(s) separate from the irrigation repairs and respective equipment/parts. Quotes must include pricing for replacement paving materials to match the existing materials and finishes. The customary and reasonable excavation and backfill associated with the repair of the irrigation equipment must not be included in the quote for hardscape element removal and replacement. Submit the quotes for competitive bidding to the Contracting Officer.

5.7 DRAINAGE SYSTEM MAINTENANCE

Subject to SCA and Commercial Provisions/Clauses

5.7.1 SCOPE

5.7.1.1 Maintain the surface/street drainage system by inspecting monthly and after every rainstorm, and clearing and cleaning the grates and catch basins as required for proper drainage.

5.7.1.2 Remove standing water from gravesites and memorial areas.

5.7.1.3 Maintain rock dissipaters at outfalls by removal of sediment.

5.7.1.4 Maintain stormwater pond lift pump stations and drain lines.

5.7.1.5 Maintain crypt underdrain lift pump stations and drain lines.

5.7.1.6 Place and maintain erosion control measure (e.g., straw wattles, sand bags) in strategic locations to keep soil and bark mulch from washing onto roadways and into catch basins during rain events.

5.7.2 GENERAL REQUIREMENTS

5.7.2.1 Clear culverts and drain lines of debris annually.

5.7.2.2 Remove covers/grates for drainage structures and clean catch basins and trench drains of debris annually. Clean sediment traps if present. Replace traps, grates, and re-secure covers.

5.7.2.3 Clean concrete gutter/terrace drains of dirt and debris monthly.

5.7.2.4 Clear drain lines in gravel beds at flower strips in columbaria courts annually.

5.7.2.5 Clean sediments at rock outfalls as needed to increase capacity for sediment capture. Excavate rock, remove sediment, and replace rock.

5.7.3 STORM DRAIN LIFT PUMPS MAINTENANCE

5.7.3.1 Perform routine maintenance on the pond lift submersible pumps at each stormwater basins. Inspect and provide routine maintenance on pump station controls, valves, fill lines, overflow drains, sumps, channels and spillways.

5.7.3.2 Provide two yearly service calls. Schedule one service call in the late fall prior to winter storms.

5.7.3.3 Test for proper operation and provide written service report to COR after each visit and alert COR of any recommended repairs. Submit quote for repairs to COR.

5.7.3.4 Provide two yearly service calls to provide routine maintenance on lift pump stations serving crypt underdrains. Inspect float switch and sump pumps. Schedule one service call in the late fall prior to winter storms. Test for proper operation and provide written service report to COR after each visit and alert COR of any recommended repairs. Submit quote for repairs to COR.

5.8 TRASH & DEBRIS REMOVAL

CLIN 12 – 12 Months

Subject to SCA and Commercial Provisions/Clauses

5.8.1 SCOPE

5.8.1.1 Maintain all the cemetery grounds and turf free of trash and debris.

5.8.1.2 Work consists of collecting and removing all trash, debris, fallen leaves, needles, seed pods and branches, dead and unsightly flowers from the cemetery grounds, driveways, parking areas, and areas within the public right-of-way between the

cemetery proper and edge of pavement at least weekly, and usually in conjunction with the mowing cycle.

5.8.1.3 Work includes emptying cemetery trash receptacles each workday, and regular floral pickup at gravesites and columbaria each workday. Floral arrangement must be treated in accordance with National Cemetery Administration Floral Regulations. Random inspections will be conducted by the COR.

5.8.1.4 Debris piles, equipment, tools and supplies must be removed at the conclusion of each task or at the end of each workday.

5.8.1.5 All roads, driveways, walkways, shelters and burial sections must be free of grounds maintenance debris by the end of the workday.

5.8.1.6 All trash collection points are screened from the public view.

5.8.1.7 Provide a commercial waste collection and removal contract with licensed waste management company for weekly emptying of contractor-provided dumpster.

5.8.1.8 Remove non-conforming gravesite decorations/commemorative items. Any items collected from gravesites that may be deemed of monetary or clear sentimental value will be placed in bags, tagged with date and location found (e.g., headstone number) and stored in a cemetery-approved holding location for 30 days. Visitors inquiring about items of value left on graves will be directed to this holding site.

5.8.2 GENERAL REQUIREMENTS

5.8.2.1 Cemetery area includes all of land within the property lines, areas outside the walls and fences, including the areas within the public rights-of way to the edge of public roads, and any debris collecting within the gutters of public roads.

5.8.2.2 Definition: Trash & Debris are defined as any item, material or foreign object not permanently attached to or planted within cemetery grounds and boundaries. Items include, but are not limited to leaves, needles, flowers, seed-pods, twigs, branches of all sizes, feces, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic items, gravel, asphalt, concrete, loose rock and stones over two inches (2”) in diameter, and soils that are a result of interment operations.

5.8.2.3 Trash & Debris Removal: In addition to trash and debris removal each workday, trash & debris must be removed from all areas in conjunction with each mowing cycle. Trash & debris removal must also include clearing of all roads/walks with a power leaf blower as necessary to clean the street / walkways of clippings, small debris and leaves.

5.8.2.4 Also included is trash & debris found within the trash receptacles located throughout Cemetery grounds which will be collected each workday throughout the year.

5.8.2.5 Green Waste Removal: The Contractor must be responsible for the proper collection, removal and disposal of all debris resulting from tree and shrub pruning operations. All tree limbs, branches, wood chips, bush/shrub/hedge clippings and other vegetative debris must be removed from cemetery grounds the same day the work is performed and be disposed of in a legal manner.

5.8.3 PROCEDURES

5.8.3.1 Each workday inspect all areas of the cemetery and ensure that there is no accumulation of debris in any area.

5.8.3.2 Provide the necessary labor and suitable conveyance each workday for pickup of debris from cemetery grounds.

5.8.3.3 Each workday, fallen tree limbs of all sizes must be removed. Leaves/needles and twigs must be hand raked, vacuumed or blown by walk-behind push type machines from interment areas into the roadways, and then collected and properly deposited into waste receptacles. Do not move debris into planting beds, woodland/wetland areas, and rock mulch beds. Remove trash & debris from planting beds and mulch beds (e.g., bark mulch, decomposed granite, paths fines, gravel).

5.8.3.4 In addition to daily trash and debris removal, all trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs must be removed from cemetery areas in conjunction with each mowing cycle.

5.8.3.5 Walkways, driveways, roads, and parking areas must be swept following mowing activities.

5.8.3.6 Floral Pick-up: Collect and dispose of all grave decorations according to the Elko National Cemetery floral policy. Remove, clean and replace flower cones into designated receptacles. Floral cones must be neatly stacked upside down to prevent water from accumulating in them. Schedule general floral pickup from gravesites as follows:

5.8.3.7 Remove unsightly cut flowers weekly in conjunction with each mowing cycle.

5.8.3.8 Remove unsightly cut flowers on a twice-monthly basis during the non-mowing season.

5.8.3.9 Remove potted plants and artificial flowers placed on gravesites more than 5 days before and 5 days after Christmas and Easter. Potted plants are allowed only ten (10) days before and ten (10) days after Easter Sunday and Memorial Day. Artificial Flowers will be permitted on graves only during the periods of November through March only if their presence will not interfere with grounds maintenance. Additionally, they will be allowed ten (10) days before and ten (10) days after Easter Sunday and Memorial Day.

5.8.3.10 Remove and tag with location all non-conforming gravesite decorations (e.g., balloons, wind ornaments, solar lights, etc.), and Christmas trees and deliver to location as approved by the COR. All keepsake/mementos must be kept in designated area for 30 days as approved by the COR.

5.8.3.11 Annual Ceremonies Clean-up: Clean-up trash and gravesite decorations after special memorial ceremonies. Remove wreaths and American flags placed on gravesites as approved by the COR. Remove flags placed on gravesites outside of holidays when needed for Grounds Maintenance or when the flags become unserviceable.

5.8.3.12 Collect and dispose of all grave decorations, and clean and re-stock all flower cones. Schedule general floral pickup from gravesites in accordance with the Cemetery's posted Floral Policy. Post the pickup date on the sign located on the entry drive.

5.8.3.13 Storm Clean-Up (wind, rain, hail, snow, ice): Check and clean up the cemetery on the next working day following a storm event unless the extent of the storm

prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up must be done as soon as emergency restrictions are lifted.

5.8.3.14 In conjunction with each mowing cycle, all trash, debris, contents of trash cans, grave decorations, dead or unsightly flowers and fallen tree limbs must be removed from cemetery areas.

5.8.3.15 Removal, segregation, containment, and disposal of waste off of the cemetery grounds must be the responsibility of the Contractor. This includes spoils removal left over from interment operations.

5.8.3.16 Provide dumpster delivery and pickup services for waste segregation and removal. Dumpster sizes must be suitable for the available storage space and frequency of pick-up.

5.8.3.17 Separate all recyclable and non-recyclable waste as follows:

5.8.3.18 Non-recyclable waste must be deposited in a corresponding commercial trash receptacle/dumpster.

5.8.3.19 Recyclable waste must be deposited in a corresponding commercial trash receptacle/dumpster.

5.8.3.20 Green waste (i.e., dead flowers, grass clippings, plant trimmings, etc.) will be deposited in a corresponding commercial trash receptacle/dumpster.

5.9 PAVEMENT SWEEPING & CLEANING & ICE AND SNOW REMOVAL

CLIN 13 PAVEMENT SWEEPING & CLEANING – Qty 12 Months
CLIN 14 ICE & SNOW REMOVAL – Qty 4 Months

Subject to SCA and Commercial Provisions/Clauses

5.9.1 SCOPE

5.9.1.1 Clean roads, curbs, gutters, sidewalks, stairs, paths, and parking lots.

5.9.1.2 Parking lots are accessible and well maintained.

5.9.2 REQUIREMENTS

5.9.2.1 Sweep roads, curbs, gutters, sidewalks, stairs, paths, parking lots, and other paved surfaces as needed, but not less than weekly. Collect and dispose of debris.

5.9.2.2 Each workday morning clean the Visitor and Disabled parking spaces, and entries and walkways to the Administration Building.

5.9.2.3 On a weekly basis, collect and dispose of debris from roads, curbs, gutters, sidewalks, stairs, paths, parking lots, and other paved surfaces.

5.9.2.4 Two (2) times per year (once per semester upon the approval of the COR), pressure wash pavement including asphalt paving, cemetery walkways, columbaria courts, committal shelter paving, courtyards, plazas, overlooks, cortege lanes, cross-walks, driveways, curb lines and gutters, wheel stops, etc. to remove dirt and stains, including tire marks.

5.9.2.5 Two (2) times per year (once per semester upon the approval of the COR), power-sweep the entire road system and parking lots after pressure washing.

5.9.2.6 During the rainy season use power sweepers and power brooms to remove difficult-to-remove debris, and debris stuck to paving on a weekly basis. During other times of the year, reduce use of power sweepers and power brooms to once a month.

5.9.2.7 Two (2) times per year (once per semester at the approval of the COR), pressure wash pavement including cemetery walkways, columbaria courts, courtyards, plazas, overlooks, roadways, parking lots, driveways and curb lines to remove dirt and stains, including tire marks. Following pressure washing use a high-powered sweeper to sweep all cemetery roadways of any remaining dirt or debris.

5.9.2.8 Permeable Asphalt Paving: Two (2) times per year (once per semester at the direction of the COR), remove particulate matter which has settled into the pores of the permeable asphalt paving by vacuuming with a commercial cleaning unit such as a vacuum sweeper or walk-behind vacuum unit. Vacuum the paving immediately after cleaning the permeable asphalt pavement with low pressure water.

5.9.3 SCOPE

5.9.3.1 Work consists of ice prevention and removal of snow and ice from the cemetery driveway, roads, and pedestrian paving on the cemetery grounds. Pedestrian paving includes: walkways, steps/stairways, columbaria courts, paving around buildings, city sidewalks surrounding the cemetery site, and paved areas outside the cemetery walls as designated by the COR.

5.9.3.2 In the event of an interment during the snow season, the Contractor must be responsible for clearing passages from the roadway to the gravesite.

5.9.3.3 The COR & Contractor must coordinate and mutually agree upon how snow removal operations will be conducted in instances where snow accumulation exceeds one (1) inch. Snow accumulation must not exceed 3-inches. Snow removal must be accomplished prior to the cemetery opening.

5.9.4 GENERAL REQUIREMENTS

5.9.4.1 Apply a thin layer of washed plaster sand to pedestrian pathways subject to icing prior to ice storms and freezing temperatures.

5.9.4.2 Ice Prevention/Removal: Ice prevention/removal must be accomplished by applying a deicer. This chemical must be of the type that will not stain or damage flooring, turf, shrubbery and trees. Deicer containing salt is not allowed. A good mixture to use is a urea-based deicer that has been designated as safe for turf and other plants, mixed with sand in a ratio of 60% sand to 40% urea. All deicers must be brought to the cemetery enclosed in its original packaging container and approved by the COR before opening and mixing. Turf or other plants that sustain damage from product(s) the Contractor uses for deicing, must be replaced by the Contractor at no additional cost to the Government.

5.9.4.3 If chemical deicer is not applied in time to prevent icing, the ice must be removed by chipping/breaking up, removed from the cemetery proper and hauled into the on-site designated snow dump on the same day.

5.9.4.4 Snow removal shall be accomplished within a four (4) hour period of a snowfall Mondays through Fridays; and within an eight (8) hour period on weekends and holidays.

5.9.4.5 Snow removal must be accomplished by using a plow attached to a truck, tractor or a self-propelled unit, snow blower or shovel. The truck, tractor or self-propelled unit must be restricted to paved areas.

5.9.4.6 Ice and snow must not be piled up or bermed along roadways or parking/walkways. Under no condition will headstones be covered by snow and ice removed by the Contractor.

5.9.4.7 Take precautions to prevent damage to buildings, roadways, sidewalks, curbing, turf, trees, shrubs and headstones by equipment used to remove ice and snow. Repair damage caused by equipment in the performance of ice and snow removal.

5.9.4.8 If snow accumulation is expected to exceed 12 inches, place snow plow markers of sufficient height and with reflector tape attached along all cemetery roads to avoid snow plow damage to turf in winter.

5.10 STRUCTURE CLEANING & LIGHT MAINTENANCE & Janitorial

CLIN 15 – Qty 12 Months
Subject to SCA and Commercial Provisions/Clauses

5.10.1 SCOPE

5.10.1.1 Provide regular and routine maintenance to all elements of the columbaria, the surrounding courts, memorial wall, and ossuary.

5.10.1.2 Clean and provide minor upkeep to buildings, rostrum, entry features, signage, lighting, perimeter walls, planter walls, seat wall, fences and gates, and site furnishings. Provide and maintain fire extinguishers.

5.10.1.3 See Appendices for locations and estimated quantities of structures to be maintained.

5.10.2 DEFINITIONS

5.10.2.1 Clean: Free of all foreign matter.

5.10.2.2 Foreign Matter: Dirt, marks, stains which can be removed with reasonable cleaning effort and appropriate cleaning agents and equipment. Feces of all types.

5.10.2.3 Reasonable Cleaning Effort: Commercially reasonable amount of time and expenditure of physical effort needed to clean an element utilizing commercially available equipment and products designed specifically for that task.

5.10.2.4 Cleaning Agents: Products and substances (usually liquids, pastes, powders, sprays, or granules) used to remove dirt and detritus, including dust, stains, oxidation on surfaces.

5.10.2.5 Cleaning Equipment: Devices, tools, and machines designed for specific cleaning tasks, including pads and cloths.

5.10.2.6 Polished: Smooth and shiny as a result of being rubbed. Free of oxidation.

5.10.3 JANITORIAL

5.10.3.1 NCA standards:

5.10.3.2 Restrooms are inspected daily and determined to be clean and supplied accordance with a Restroom Checklist. Restroom checklists are completed daily and submitted to the COR for record keeping weekly.

5.10.3.3 Structures have a clean and well-maintained appearance.

5.10.4 SCOPE

5.10.4.1 The Contractor shall furnish all supplies, materials, personnel, equipment, tools, and supervision necessary to provide complete Janitorial Services.

5.10.5 PERSONNEL

5.10.5.1 Contractor personnel shall adhere to established training criteria (such as OSHA, JCAHO), and shall be able to demonstrate a documented employee initial and refresher training program that includes Universal Precautions, basic bacteriological concepts, infection control, safety, fire protection, Personal Protective Equipment (PPE), and laundry operating procedures and policies.

5.10.6 PHYSICAL SECURITY

5.10.6.1 The contractor shall, at all times, exercise care and caution in performing the duties described in the statement of work so as not to cause injury to themselves or other persons. The contractor shall perform the assigned tasks and duties in a safe manner in accordance with VA, NCA, and OSHA regulations and policies. The contractor shall indemnify to protect it, and render the United States Government, its employees, agents and representatives, harmless from any liability resulting from personal injury arising out of performance of the work contained herein.

5.10.6.2 Contractor shall provide all safety warning devices at worksite to warn visitors and cemetery employees of potential hazards, (e.g., Caution – Wet Floors).

5.10.7 ADMINISTRATIVE ISSUES

5.10.7.1 Based upon satisfactory completion and final inspection and acceptance of all work performed in accordance with the Statement of Work, the Contractor shall be paid monthly in arrears by Government Purchase Order and after receipt of a properly prepared invoice.

5.10.7.2 Notwithstanding the provisions of the contract covering inspection and acceptance, any items found to be unsatisfactorily cleaned shall be re-cleaned at no additional cost to the Government.

5.10.7.3 Contracted services are to be accomplished subject to emergency situations-as defined by VA-which may require alteration of schedules. In the event that the VA declares a facility emergency or disaster, or participates in a federal and/or DOD drill, the contractor shall perform services as required by the facility COR per the Emergency Preparedness Plan.

5.10.7.4 Contractor shall specify a point of contact (with phone number) as the designated contact for Government and the parties shall meet as needed. The point of contact can be reached during normal business hours and off-duty hours, and be able to respond within one hour of notification by the Government and take prompt action on matters pertaining to the contract.

5.10.8 EQUIPMENT, MATERIALS AND SUPPLIES

5.10.8.1 Contractor Supplied Items. Unless otherwise noted all equipment, such as step ladders, water hose, mops, vacuum, brushes, etc., and expendable items such as hand soap, plastic garbage bags, air freshener and paper products, (i.e. toilet paper and hand towels), as well as all cleaning chemicals will be furnished by the Contractor. (Cleaning chemicals must meet "The Farm Security and Rural Investment Act (FSRIA) of 2002, E.O. 13423, and Part 23 of the FAR" which requires Federal agencies to purchase USDA-designated bio-based products, also known as Bio-Preferred products.) Contractor will provide employees with a binder and training for all cleaning materials with a copy of all Safety Data Sheets (SDS), and provide the COR with copies of the SDS's for all chemicals stored at the cemetery.

5.10.8.2 Proper and Safe use of Equipment and Chemicals: Contractor shall use all equipment, disinfectants, detergents, and other chemical agents in accordance with OSHA and manufactures instructions. Contractor shall take extreme care while performing cleaning services to ensure that corrosive or abrasive chemicals do not mar, discolor, remove or harm the finish in any way on any facility or fixture. Contractor may be liable for damages to private or Government property caused by misuse. Contracted services are to be accomplished subject to emergency situations-as defined by VA-which may require alteration of schedules. In the event that the VA declares a facility emergency or disaster, or participates in a federal and/or DOD drill, the contractor shall perform services as required by the facility COR per the Emergency Preparedness Plan.

Reasonable Cleaning Effort. Contractor shall advise the COR of any stains or markings that cannot be removed by reasonable cleaning efforts.

5.10.9 CUSTODIAL SERVICES, DAYS AND HOURS OF PERFORMANCE

5.10.9.1 Areas to be serviced are located in the Public Information Center (PIC).

5.10.9.2 The Public Information Center consist of: 1. PIC Lobby; 3. Men's Public Restroom; 4. Women's Public Restroom.

5.10.9.3 Janitorial services shall be performed and completed Monday through Friday for all areas.

5.10.9.4 The Cemetery will be open every working Holiday. These dates will be provided to the janitorial contractor prior to the time of scheduled service.

5.10.9.5 Janitorial services are also required on working Holiday's for restrooms open to the public only.

5.10.9.6 Janitorial services may be required or designated by the COR for Memorial Day and on November 11th, for the Veterans Day Holiday, and other days designated by the COR.

5.10.9.7 Work shall be accomplished between the hours of 8:00 A.M. and 4:30 P.M.

5.10.10 RESPONSIBILITIES

5.10.10.1 CONCRETE, TILE, AND VINYL FLOORS.

5.10.10.2 Daily sweep and wet mop all concrete, tile and vinyl floor surfaces (moving tables, chairs, waste cans, mats, etc.) and remove stains, dirt, mud, grime and markings as needed.

5.10.10.3 Cleaning solution shall be monitored and must be changed whenever the solution is dirty. Pour all mop and/or cleaning water down the designated floor drains. Sinks shall not be used as a drain. Floors will be checked for cleanliness using a damp paper towel each morning by COR to check for residual dirt.

5.10.10.4 Grime, dirt and debris which accumulate in corners must be removed at least weekly.

5.10.10.5 On Friday of each week the tile floors in the restrooms will be cleaned with a brush or machine to remove dirt and grime build up in the grout lines.

5.10.11 CARPETED AREAS

5.10.11.1 Daily vacuum all carpet and rug areas (including mats and carpet runners), ensuring removal of debris; moving light furniture and floor items as needed. Carpet areas include all carpeted areas within the PIC office including the closet.

5.10.11.2 Clean all carpets in accordance with standard commercial practices. A heavy-duty spot remover may be required in heavily soiled areas. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath, and returned to their original location.

5.10.11.3 Floor mats located in the foyer at front entrance(s) will also be vacuumed and cleaned.

5.10.11.4 The COR will notify the contractor of the need to complete carpet cleaning that falls under the optional items list. All carpet and rug areas shall be vacuumed, shampooed and thoroughly dried. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and other similar items.

5.10.12 DOORS/WALLS/PARTITIONS/all areas

5.10.12.1 Daily clean glass doors at the PIC front entrance (with glass cleaner), inside and outside surfaces. Spot clean daily all other glass surfaces in the PIC area from floor to a height not to exceed eight feet.

5.10.12.2 Weekly clean all glass surfaces in the PIC building from floor level to a height not to exceed 8 feet.

5.10.12.3 Daily spot clean doors walls and partitions in office spaces and restrooms.

5.10.12.4 Weekly dust and clean all doors, doorframes, walls and partitions, ensuring all corners are free of dust and cobwebs.

5.10.12.5 Weekly dust and clean all window ledges, window sills, cabinets, table, desk and counter tops, pictures and baseboards.

5.10.13 RESTROOMS

5.10.13.1 Daily clean toilets/urinals & sinks with germicide disinfectant.

5.10.13.2 Sweep or Vacuum and Mop bathroom floors daily with disinfectant cleaner.

5.10.13.3 Daily remove dirt, debris, urine, feces and water from floor surfaces.

5.10.13.4 Daily clean and polish all glass, mirrored and stainless steel areas with appropriate cleaners, ensuring no streaks.

5.10.13.5 Daily clean counters, tables, benches and sinks.

5.10.13.6 Daily fill all soap dispensers, paper towels, toilet paper and toilet seat protectors.

5.10.13.7 Weekly clean & disinfect Toilet & Urinal partitions, lockers and walls.

5.10.14 GENERAL

5.10.14.1 Daily empty, clean and line all waste cans, including all trash receptacles inside the buildings and outside of the public information center entrances.

5.10.14.2 Daily empty and damp wipe ashtrays at entrances and exits of the public information buildings. The receptacle should be free of litter associated with cigarette smoking, as well as gum, wrappers, etc. Ashtrays with sand will be cleaned out also.

5.10.14.3 Daily empty paper shredder canisters into trash containers, change the recycling container bags. Dispose of all empty cardboard boxes.

5.10.14.4 Daily, clean and sanitize gravesite locator kiosk.

5.10.14.5 Daily, clean, polish and sanitize drinking fountains.

5.10.14.6 Weekly, clean, polish and sanitize vending or water dispenser machines.

5.10.14.7 Weekly clean and damp wipe chairs, wall clocks and wall pictures.

5.10.14.8 Weekly clean and polish light switches, door handles and push plates in all areas.

5.10.14.9 Weekly clean (vacuum or dust) vents, louvers, light fixtures, ceiling fans, mini blinds, windowsills, tube heat radiators, water supply piping, ceiling structural framing braces and HVAC supply registers. A treated cloth should be used when necessary.

5.10.14.10 Weekly dust and polish all wood surfaces and countertops.

5.10.14.11 Daily clean, organize and maintain the janitor's closets at PIC Building.

5.10.14.12 Prior to departing each evening, Contractor shall ensure all interior lights are turned off; all doors are secured and locked and the security alarm is activated at the PIC and Maintenance Shop.

5.10.15 SEMI-ANNUAL SERVICES (Twice Yearly)

5.10.15.1 Machine clean, strip and refinish (wax) all vinyl floors in PIC and Maintenance Shop.

5.10.15.2 Wash all windows on the PIC and Maintenance Shop twice yearly, once per semester or as directed by the COR, beginning one week prior to Memorial Day, immediately after cleaning the exterior of the buildings.

5.10.15.3 Shampoo all carpeted areas in the PIC.

5.10.15.4 Seal the Committal Shelter, Assembly Area and Maintenance Shop concrete floor with a water-based polyurethane concrete floor sealer in accordance with the manufacturer's printed instructions to provide a semi-gloss sheen. Wax the

Maintenance Shop concrete floors with a slip-resistant concrete floor wax compatible with the concrete sealer.

5.10.15.5 *NOTE: same standards apply as indicated under section titled “responsibilities” Contractor shall provide all supplies needed for these optional services.

5.10.16 COLUMBARIA COMPLEXES

5.10.16.1 Clean Columbaria and Memorial Wall structures by pressure washing twice a year to remove efflorescence, stains, and debris. Use low pressure setting on concrete and stone work. Schedule cleaning one week before both Memorial Day and Veterans Day. Use lowest possible pressure setting while cleaning concrete to prevent reoccurrence of efflorescence. Do not pressure wash niche covers and memorial markers.

5.10.16.2 Clean concrete, brick and stone veneer end caps, bases, and tops of structures by power washing to remove stains and residue. Protect niche covers, memorial markers, and gravel flower strips from power washing operations.

5.10.16.3 Clear gutters of debris. Clear gutter outfalls and clean rain chains. Remove insect nests.

5.10.16.4 Clean surrounding structures, (e.g., seat walls, and site walls along the walkways leading to and from the main structures.)

5.10.16.5 Remove plant litter, trash and other debris from the courts each workday. Collect and remove debris from the site. Do not use leaf blowers to move the debris into natural areas (wetlands/woodlands). Remove mementoes placed in planting beds, (e.g., painted rocks).

5.10.16.6 Remove objects placed on or attached to niche covers, memorial markers and columbaria walls each workday, (i.e. flowers, stickers, balloons, rocks and other items set, taped or tied on).

5.10.16.7 Remove graffiti each workday, including lipstick.

5.10.16.8 Remove efflorescence on concrete surfaces and stone work when evident by brushing with a stiff plastic bristle brush and mild detergent and water.

5.10.16.9 Remove mold/mildew from surfaces of concrete when evident by using an approved biological cleaning agent such as ‘D2 Biological Cleaner’, following the manufacturer’s printed instructions.

5.10.16.10 Remove potted plants per floral regulations. (See Floral Regulations.)

5.10.16.11 Remove non-conforming gravesite decorations and Christmas trees and deliver to a specified location or dispose thereof as approved by the COR. Tag items with the gravesite number for later identification by the family.

5.10.16.12 Remove, clean, and replace flower cones into designated receptacles each workday. Floral cones shall be neatly stacked upside down to prevent rainwater from accumulating in them.

5.10.16.13 Provide additional flower cones for high usage times of the year (e.g., the Friday prior to Easter Sunday, Memorial Day, Mother’s Day, Christmas, etc.) and other times as approved by the COR.

5.10.16.14 Remove fresh cut flowers when they become unsightly and all debris in gravel flower strip.

5.10.16.15 Rake gravel flower strips of columbaria and memorial walls each workday to remove debris and to evenly distribute material. Remove non-conforming gravel/pebbles from flower strips.

5.10.16.16 Replenish gravel at flower strip of columbaria/memorial walls annually in July with matching gravel. Submit gravel sample to COR for approval prior to placement. Fill gravel up to 1/2-inch below top of surrounding concrete walkway.

5.10.17 MAIN ENTRY SIGN, WALLS AND GATES

5.10.17.1 Four times a year (one week prior to Memorial Day and Veterans Day and other times as needed with approval of the COR), low pressure wash the entry sign, entry monument, pilasters, to remove efflorescence, stains and debris. Apply non-toxic efflorescence and bronze stain remover to concrete walls following manufacturer's printed instructions when pressure washing alone does not remove deposits. Clean and polish lettering, seals, plaques, and lighting fixtures with appropriate cleaners and polish with wax. Clean painted entry gates railings, and fences. Do not pressure wash painted metals. Repair damage at no additional cost to the Government to the satisfaction of the COR.

5.10.18 WALLS, FENCES, RAILINGS AND GUARDRAILS

5.10.18.1 Three times per year (May, August & November one week prior to Memorial Day and Veterans Day with the approval of the COR), low-pressure wash walls, fencing, railings and guardrails to remove efflorescence, stains and debris. Apply non-toxic efflorescence remover to stone and concrete walls and concrete caps following manufacturer's printed instructions when pressure washing alone does not remove deposits.

5.10.19 MAINTAIN GATE HINGES AND AUTOMATION

5.10.19.1 Twice annually (once per semester) maintain gate automation, including lubrication of rollers and chains. Tighten tension bars on gate track frame as needed for proper alignment. Alert COR of any recommended repairs above and beyond routine maintenance. Submit quote for repairs to COR.

5.10.20 ASSEMBLY AREA

5.10.20.1 Three times a year (one week prior to Memorial Day and Veterans Day and a third time as needed with the approval of the COR), pressure wash Assembly Area and all of its architectural elements to remove efflorescence, stains and debris. Apply non-toxic efflorescence remover to concrete following manufacturer's printed instructions when pressure washing alone does not remove deposits. Clean metal railings to remove dirt and debris.

5.10.21 BRIDGES/CULVERTS

5.10.21.1 Two times a year (one week prior to Memorial Day and Veterans Day), pressure wash concrete bridge/culvert structures to remove efflorescence, stains, and debris. Apply non-toxic efflorescence remover to concrete following manufacturer's printed

instructions when pressure washing alone does not remove deposits. Pressure wash metal guardrails to remove dirt and debris.

5.10.22 SITE SIGNAGE

5.10.22.1 Clean Site Signage and their supports/frames as needed (usually weekly after mowing & trimming near signage), including VA Rules & Regulations sign, Floral Regulation sign, section markers, entry monument sign(s), electronic reader board, and site directional signage.

5.10.22.2 Minimum of one time per year, clean section markers and directional signage by power-washing and with use of appropriate cleaners in conjunction with headstone cleaning. Note: Clean marble and granite section markers using the same procedures described for cleaning marble and granite headstones.

5.10.23 MEMORIAL PLAQUES, INSIGNIA AND SERVICE SEALS

5.10.23.1 Three times a year (one week prior to Memorial Day and Veterans Day and as needed with the approval of the COR), clean and polish bronze VA seal and medallions of the military service insignia inside the Committal Shelters and at the Rostrum with appropriate metals cleaners and wax to remove grease, oxidation and stains following manufacturer's printed instructions.

5.10.23.2 Three times a year (one week prior to Memorial Day and Veterans Day and as needed with the approval of the COR), clean and polish Blue Star Memorial sign and Memorial Plaques with appropriate metal cleaners and wax to remove grease, oxidation and stains following manufacturer's printed instructions.

5.10.24 CLEAN AND MAINTAIN FLAG POLES

5.10.24.1 Once per year (prior to Memorial Day) at the approval of the COR, pressure wash flag poles. Polish aluminum base trim and anodized aluminum gold finial at top of flag poles with appropriate metal polish to remove oxidation and stains following manufacturer's printed instructions.

5.10.24.2 Maintain halyard components in accordance with manufacturer's printed instructions.

5.10.25 MAINTAIN EXTERIOR AND INTERIOR LIGHTING

5.10.25.1 Maintain all interior and exterior lighting including the Flag Pole and entry sign lighting. At no time will the flag be allowed to fly unlit except in the event of unplanned power failures. Furnish replacement lamps, (i.e., light bulbs) to match existing.

5.10.26 CLEAN BUILDINGS EXTERIORS AND ROOFS

5.10.26.1 Three times a year (one week prior to Memorial Day and Veterans Day and as needed with the approval of the COR), pressure wash the exterior of all buildings (Admin, PIC, Maintenance, Committal Shelters, Pump House) and their roofs. Remove efflorescence, stains and debris from building faces. Use lowest possible pressure setting while cleaning to prevent reoccurrence of efflorescence. Apply

non-toxic efflorescence remover to following manufacturer's printed instructions when pressure washing alone does not remove deposits. Special care must be taken to preserve the integrity of the existing roofing materials. Clean the roof, skylight, fascia, and gutters. Demonstrate in the presence of the COR that the existing roofs do not leak. Any leaks that develop due to Contractor negligence must be repaired at the Contractor's expense by a professional licensed roofing Contractor approved by the Government including replacing damaged roof panels and skylight panes.

5.10.27 BUILDING GUTTERS

5.10.27.1 Inspect and clean building gutters and downspouts of debris monthly.

5.10.28 INTERIOR AND EXTERIOR OF COMMITTAL SHELTERS, BREEZEWAYS AT PIC

5.10.28.1 Each workday clean the interior, furnishings, concrete paving and immediate surroundings of the committal shelters, atrium structures, breezeways at PIC. Spot clean glass to eight-foot high.

5.10.28.2 Each workday remove animal droppings from benches, concrete paving, ledges columns and pilasters. Each workday police the building interior for wasps/yellow jackets, exterminate and remove nests. Remove cobwebs.

5.10.28.3 Each workday rake the mineral mulch surrounding the committal shelter before the first service of the day.

5.10.28.4 Weekly, clean the interior and exterior of the windows and doors of the committal shelter. Clean the glass with professional-grade glass cleaner and window cleaning equipment. Provide spot and streak-free surfaces on both sides of glass. Clean and dry window/door frames and mullions.

5.10.28.5 Twice annually (once per semester), deep-clean supports and wood ceiling with appropriate cleaners. Rinse with clean water. Do not pressure wash.

5.10.28.6 Twice annually (once per semester) maintain door hinges and locking mechanisms. Lubricate door hinges and self-closing hinge mechanisms. Set self-closing spring tension for complete closure of door at slowest operation speed. Close committal shelter doors at the end of the day and open doors as approved by COR.

5.10.28.7 Yearly, seal decorative concrete paving within and surrounding the committal shelter with low-gloss concrete sealer following pressure washing of pavement. Apply sealer per manufacturer's printed instruction. Protect from foot traffic until dry.

5.10.29 CLEAN AND MAINTAIN SITE FURNISHINGS

5.10.29.1 Monthly clean and maintain site furnishings including seat walls, benches, memorial benches, bollards, memorial walk monuments, trash receptacles, flower vase holders, flower vases, flower watering stations, fire hydrants.

5.10.29.2 Power wash seat walls once annually to remove efflorescence, stains and debris from facing and concrete caps. Clean concrete caps of seat walls weekly.

5.10.29.3 Tighten mounting bolts on site furnishings.

5.10.29.4 Maintain faucets on flower watering stations. Repair leaks and check anti-siphon valve and pressure regulating valve for proper functioning.

5.10.29.5 Replace drinking fountains water filters semi-annually or sooner if indicator on filter indicates a need for replacement.

5.10.30 FIRE EXTINGUISHERS

5.10.30.1 Provide and Maintain Fire Extinguishers in accordance with National Fire Protection Association (NFPA) codes and standards.

5.11 CEREMONIES ASSISTANCE

CLIN 16 – Qty 3 Each
Subject to SCA and Commercial Provisions/Clauses

5.11.1 SCOPE

5.11.1.1 Assist with set-up, take down and storage of Government-provided equipment for ceremonies. Store equipment in a location as approved by the COR. Protect equipment in storage from dust accumulation by covering with protective sheeting. Clean equipment prior to placing into service.

5.11.1.2 Set-up, takedown, storage and cleaning of Government-provided equipment at no additional cost to the Government.

5.11.1.3 Damage to Government-provided equipment caused by contractor negligence must be replaced or repaired to the satisfaction of the COR at no additional cost to the Government.

5.11.1.4 Remove debris and floral displays resulting from the ceremonies are at no additional cost to the Government. All floral removal must be conducted according to National Cemetery Administration regulations.

5.11.1.5 Set up, take down and store equipment to include: PA system, lectern, chairs, tents and other items needed for all special ceremonies such as floral wreath stands and flag stands. COR will set time for this action to begin and be finished. The Contractor must sort all flags after removal. Discard worn, torn and soiled flags.

5.11.1.6 Maintain flower vase containers in sufficient quantities for all visitors and notify the COR when additional flower vases are needed.

5.11.1.7 Assist the cemetery personnel with traffic control.

5.11.2 GENERAL REQUIREMENTS

5.11.2.1 Unless otherwise noted, provide all tasks and expenses involved in the successful preparation and completion of Memorial Day and Veterans Day events. Services include but are not limited to:

5.11.2.2 Ensure Government-provided flower vases are filled and available at all times for all visitors.

5.11.2.3 Provide set-up, take down and storage of all available Government-provided chairs. Chairs must be cleaned and dried prior to the ceremonies.

5.11.2.4 Provide set-up, take down and storage of Government-provided sound equipment.

5.11.2.5 Provide set-up, take down and storage of Government-provided tent structures.

5.11.2.6 Assist with traffic control. Direct vehicles to parking areas, and to exits from the cemetery. Prohibit vehicles from entering restricted areas, and from blocking the flow of traffic.

5.11.2.7 For the Memorial Day ceremony, the pick-up and disposal of floral displays will be required in addition to other floral removal. All floral removal must be conducted according to National Cemetery Administration regulations.

5.11.2.8 On Memorial Day, lower the United States Flag to half-staff from 8:00 a.m. until 12 noon. At 12 noon, raise the flag to full staff.

5.11.2.9 The Avenue of Flags (if flown) must be in place by 8:00 a.m. on Memorial Day, Veterans Day.

5.11.2.10 Raise and lower U.S. flags to half-staff, as indicated for Ceremonies, and on any work day when requested by the COR. Replace faded, torn flags with new flags supplied by the cemetery.

6. APPLICABLE PUBLICATIONS

6.1 Applicable Publications (Current Editions)_The Contractor shall comply with various standards, directives, and other VA, NCA, and Elko National Cemetery publications in addition to industry standards that are applicable at the time of job performance. The Contractor is responsible to stay abreast of updates and changes. Links are provided where available below.

6.2 Interment Area Layout, VA Directive 3120

6.3 Integrated Pest Management at VA National Cemeteries, VA Directive 3410

6.4 Integrated Pest Management at VA National Cemeteries, NCA Handbook 3410

6.5 Organization Assessment and Improvement (OAI) Program NCA Directive NCA 0330

6.6 NCA Environmental Management Program NCA Directive_ NCA 0057

6.7 Elko National Cemetery NV Floral Policy/Sacramento Valley National Cemetery Floral Policy

7. TECHNICAL EXHIBIT LISTING

7.1 Technical Exhibit 1 – Quality Assurance Surveillance Plan (QASP)

7.2 Technical Exhibit 2 – Deliverables Schedule

7.3 Technical Exhibit 3 – Estimated Workload Data for Service Contract Act (SCA) Elements

7.4 Technical Exhibit 4 – Estimated Workload Data for Davis Bacon Act (DBA) Elements

7.5 Technical Exhibit 5 – Headstone and Niche Cover Maintenance; Daily, Weekly, Monthly & Annual Grounds Maintenance Checklists

7.6 Technical Exhibit 6 – Vertebrate Pest Inspection Sheet

7.7 Headstone Realignment Diagrams

TECHNICAL EXHIBIT 1

Quality Assurance Surveillance Plan ** QASP

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success and may impact payment and/or CPARS.

Performance Objective	Standard	Performance Threshold	Methods of Surveillance
SP# 1 The Contractor shall provide a detailed Comprehensive Grounds Management Plan (GMP) in accordance with PWS 4.1.2	The Contractor provided GMP shows detailed daily, weekly, monthly, and annual tasks and is received within the first 30 workdays of the contract and updated as necessary.	Correction(s) required within one work week to provide acceptable report.	Review by COR TEAM.
SP # 2 The Contractor shall provide deliverables in accordance with PWS requirements and Technical Exhibit 2. PWS	Reports are submitted on time and provide the contracted details.	Information is detailed and provides relevant/ actionable data for planning and quality assurance. Correction and resubmittal within 10 workdays is allowable, however tasks requiring prior approval may not proceed.	Random review by COR TEAM.
SP # 3 The Contractor shall maintain turf. PWS 5.3.12.14	Turf is maintained within proper height for its area. Sod does not need to be replaced. Sod is healthy and looks well maintained. PWS 5.7. requirements are met.	Contractor shall provide an action plan to bring area into acceptance within one workday with corrections completed as approved by COR. Repeated deficiencies may result in meetings, QC Updates, CDR,	Monthly inspection of random turf areas throughout the cemetery.

		contractual correction.	
SP # 4 The Contractor shall maintain trees, shrubs, plants, beds, and related non-weed vegetation. PWS 5.4.1	Trees, shrubs, plants, beds, and related non-weed vegetation flourish and do not need to be replaced. They are weed-free with adequate drainage and mulch. They do not show any sign of disease or pests and appear healthy. They are pruned properly and in a timely manner. Fertilizer, soil amendments, and irrigation properly applied. Soil is aerated, and mulches are groomed based on type and area requirements. Storm damage is promptly cleared. PWS 5.6. requirements are met.	Contractor shall perform/ reperform to bring area into acceptance within two workdays. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Monthly inspection of random non-turf throughout the cemetery.
SP # 5 The Contractor shall perform Interment and Disinterment services. PWS 5.2	Interment sites are performed in accordance with PWS, and completed with a raked, well-groomed appearance.	Contractor shall perform/ reperform to bring area(s) into acceptance by the end of the workday. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Daily inspection 100% of all daily interments/disinterments in all burial sections.
SP # 6 The Contractor shall clean paved areas. PWS 5.8.	All paved areas are clean and groomed. Ongoing maintenance of areas is apparent and there is no evidence of dirt build-up. PWS 5.8. requirements are met.	Contractor shall perform/ reperform to bring area(s) into acceptance within two workdays. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Random inspection of random paved features throughout the cemetery.
SP # 7 The Contractor shall perform structure maintenance. PWS 5.9.	National Cemetery structures, monuments, and included elements are clean and function properly. PWS 5.10. requirements are met.	Contractor shall provide an action plan to bring area into acceptance within one workday with corrections completed as approved by COR. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Customer complaints shall not exceed three (3) per month.
SP # 8 The Contractor shall clean remove trash, including floral arrangements and unauthorized grave adornments. PWS 5.7.	Trash and debris are removed promptly ensuring the national cemetery is free of clutter and unauthorized items contrary to operations. PWS 5.7. requirements are met.	Contractor shall perform/ reperform to bring area(s) into acceptance the same day. Repeated deficiencies may result in meetings, QC	Monthly inspection of random areas throughout the cemetery.

		Updates, CDR, contractual correction.	
SP # 9 The Contractor shall support ceremonies and emergency restroom requirements. PWS 5.10.	Flags, decorations, set-up/take-down and emergency support is timely and demonstrates dignity for the event underway. PWS 5.11. requirements are met.	Contractor shall perform/ reperform to bring area(s) into acceptance the same day. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Review by COR TEAM and Cemetery Director.
SP # 10 The Contractor restores sunken graves and renovate turf to the proper grade. PWS 5.2.1.	All turf, including sunken graves are restored and renovated to the proper grade and soil condition as surrounding graves. Sod is restored and thrives. PWS 5.2.1. requirements are met. **No grave is unmarked at any time.**	Contractor shall provide an action plan to bring area into acceptance within 15 days with corrections completed as approved by COR. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Monthly inspection of random areas throughout the cemetery.
SP # 11 The Contractor shall adjust interment markers to ensure proper height and alignment. PWS 5.1.3.	All adjusted markers shall result in proper alignment without delay or damage to the marker and/or surrounding area. PWS 5.91. requirements are met. **No grave is unmarked at any time.**	Contractor shall perform/ reperform to ensure the grave is properly marked without delay or deficiency. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Daily inspection of work completed by COR TEAM, Cemetery Director, and/or maintenance & operations supervisor or authorized representative.
SP # 12 The Contractor shall install subsequent and replacement interment markers. PWS 5.4.1.	All subsequent and replacement interment grave markers are set without delay or damage to the marker and/or surrounding area. PWS 5.10. requirements are met. **No grave is unmarked at any time.**	Contractor shall perform/ reperform to ensure the grave is properly marked without delay or deficiency. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Daily inspection of work completed by COR TEAM, Cemetery Director, and/or maintenance & operations supervisor or authorized representative**.**
SP # 13 (DBA) The Contractor shall install first interment markers. PWS 5.4.1	All first interment grave markers are set without delay or damage to the marker and/or surrounding area. PWS 5.11. requirements are met. **No grave is unmarked at any time.**	Contractor shall perform/ reperform to ensure the grave is properly marked without delay or deficiency. Repeated deficiencies may result in meetings, QC Updates, CDR, contractual correction.	Daily inspection of work completed by COR TEAM, Cemetery Director, and/or maintenance & operations supervisor or authorized representative.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

The Contractor may provide email, PDF, TIF, JPG, PNG, WORD, and EXCEL documents. No zipped files or links to outside sources or storage locations are permitted without prior COR TEAM approval.

Item	Deliverable	Frequency	Qty	Medium/Format	Submit To
1.	Quality Control Plan (QCP). PWS 1.7.1.1, 1.7.1.11 quality standards throughout PWS	With the proposal in draft form. A formal QCP shall be delivered within 30 days after contract award and within five (5) working days following each update.	1	Electronic	aaron.shoup@va.gov and contracting officer
2.	Comprehensive Grounds Management Plan PWS 4.1.2	With the proposal in draft form. A formal QCP shall be delivered within 30 days after contract award and within five (5) working days following each update.	1	Electronic	aaron.shoup@va.gov and contracting officer
3.	Personnel List PWS 1.7.1.10	Within ten (10) workdays after contract award	1	Electronic	aaron.shoup@va.gov
4.	Certification/Specialized work licenses. PWS 1.7.1.18	Upon award, at time of each option, whenever a new certification/ license is issued	1	Electronic	aaron.shoup@va.gov and Contracting officer
5.	List of tools and equipment PWS 4.1.19	Within 10 workdays after contract award and updated as needed	1	Electronic	aaron.shoup@va.gov
6.	Casket Lowering device inspections PWS 5.11.7	Monthly and as requested	1	Electronic	aaron.shoup@va.gov
7.	Interment Notice/Dig Slip PWS 5.2.15	Post internment	1	Electronic	aaron.shoup@va.gov
8.	Marker weekly inspection report PWS 5.1.1.12	Weekly	1	Electronic	aaron.shoup@va.gov
9.	Marker adjustment report. PWS 5.1.2.8	Weekly	1	Electronic	aaron.shoup@va.gov

Item	Deliverable	Frequency	Qty	Medium/Format	Submit To
10.	Headstone, Marker and Niche Cover Maintenance checklist PWS 5.1.5.8	Monthly	1	Electronic	aaron.shoup@va.gov
11.	Manufacturer's product sheets and instructions PWS 5.4.12.3	Prior to application	1	Electronic	aaron.shoup@va.gov
12.	One-half (1/2) cubic-foot sample of compost, and certification letter PWS 5.3.2.10; 5.3.14.9	Prior to supplying the compost, soil amendments and fertilizers	1	Electronic	aaron.shoup@va.gov Pacific District Agronomist
13.	Laboratory analysis of proposed soil amendments PWS 5.3.13.9	Prior to supplying the compost, soil amendments and fertilizers	1	Electronic	aaron.shoup@va.gov Pacific District Agronomist
14.	Composition and laboratory analysis of fertilizer PWS 5.3.2.12	Prior to supplying the compost, soil amendments and fertilizers	1	Electronic	aaron.shoup@va.gov Pacific District Agronomist
15.	Cemetery Site Plan PWS 5.3.12.43	Weekly	1	Electronic	aaron.shoup@va.gov
16.	Photo-documentation of trees prior to and after pruning PWS 5.4.5.6	within 14 days of completion of the work	1	Electronic	aaron.shoup@va.gov Pacific District Agronomist
17.	Irrigation Auditor Certificate PWS 5.5.1.19	With proposal	1	Electronic	aaron.shoup@va.gov and District Irrigation Specialist
18.	Initial inventory log PWS 5.5.2.2.8	Beginning of the contract	1	Electronic	aaron.shoup@va.gov
19.	Quarterly Inventory Log irrigation parts 5.5.2.2.8	Quarterly	1	Electronic	aaron.shoup@va.gov
20.	Irrigation System Inspection PWS 5.5.2.2.5	Weekly	1	Electronic	aaron.shoup@va.gov

Item	Deliverable	Frequency	Qty	Medium/Format	Submit To
21.	Irrigation Pump Station preventive maintenance plan PWS 5.5.2.3.1	Prior to initiation of contract	1	Electronic	aaron.shoup@va.gov
22.	Qualified electrical and pump service technician certificate PWS 5.5.2.3.2	Prior to initiation of contract	1	Electronic	aaron.shoup@va.gov
23.	Preventive maintenance plan for maintenance of all pressure reducing and lake fill valves PWS 5.5.2.5.1	Prior to initiation of contract	1	Electronic	aaron.shoup@va.gov
24.	Work completion report for the current week. PWS 4.1.4.	Weekly no later than 3:00 p.m. on the final workday of each week.	1	Electronic	aaron.shoup@va.gov
25.	Detailed grounds management plan (GMP). PWS 4.1.2., 5.1.	With proposal (draft); Final version within 30 workdays of contract award and updated as needed	1	Electronic	aaron.shoup@va.gov and Contracting Officer
26.	Water test results. PWS 5.5.2.10.	Within 15 workdays of May and November testing.	1	Electronic	aaron.shoup@va.gov
27.	Weekly report of trees, beds inspection. PWS 5.4.1.	Weekly	1	Electronic	aaron.shoup@va.gov
28.	Recommendation report for new trees and plants. PWS 5.4.1.7.	March and October	1	Electronic	aaron.shoup@va.gov Pacific District Agronomist
29.	Annual Arborist assessment. PWS 5.4.7.	Annually	1	Electronic	aaron.shoup@va.gov Pacific District Agronomist
30.	Monthly Arborist report of work. PWS 5.4.7.	Monthly within 15 workdays following visit.	1	Electronic	aaron.shoup@va.gov Pacific District Agronomist
31.	Annual soil test report. PWS 5.3.5.4.	Each spring prior to fertilizer purchases.	1	Electronic	aaron.shoup@va.gov

Item	Deliverable	Frequency	Qty	Medium/Format	Submit To
					Pacific District Agronomist
32.	Notice of completion for fertilizer applications. PWS 5.3.6.4.	Within five (5) workdays following application.	1	Electronic	aaron.shoup@va.gov Pacific District Agronomist
33.	Initial vertebrate damage report. PWS 5.3.9.4.	Initial report within 10 workdays of contract award.	1	Electronic	aaron.shoup@va.gov
34.	Recurring weekly vertebrate damage repair report. PWS 5.3.9.6.	Weekly	1	Electronic	aaron.shoup@va.gov
35.	Sunken grave repair report. PWS 5.2.1.	Weekly	1	Electronic	aaron.shoup@va.gov
36.	Marker setting for Initial/first. PWS 5.4.1.	Daily when markers are set.	1	Electronic	aaron.shoup@va.gov
37.	Marker setting for Subsequent/ replacements. PWS 5.1.2.8.	Daily when markers are set.	1	Electronic	aaron.shoup@va.gov

TECHNICAL EXHIBIT 3

Estimated Workload Data for Service Contract Act (SCA) CLINS

ESTIMATED WORKLOAD TABLE

Classification	**Approximate Area/Quantity***
Total Site Area	8 Acres
Total Developed Cemetery (Phase 1)	5 Acres
Burial Section Area	.5 Acres
Concrete Paving (Columbaria Complex Area, Committal Shelter & Flag Pole Area)	5000 Square-Feet
P.I.C/Admin. Building & Restrooms	1075 Square-Feet

Walkways/Hardscape	Square-Feet
Asphalt Roads/Parking Lots	1480 Square-Feet
Headstones (Uprights)	0 (Estimated 90 per year)
Headstones (Niches)	0 (Estimated 35 per year)
Headstone (Memorial Markers)	0 (Estimated 2 per year)
Irrigated Turf	5 Acres
Irrigated Landscape Beds/Tree Mulch Rings	.35 Acre
Non-Irrigated Buffer Areas	2.5 Acres

TECHNICAL EXHIBIT 4

Estimated Workload Data for Davis Bacon Act (DBA) CLINS

Classification	**Approximate Area/Quantity***
Burial Section Area	.5 Acres
Headstones (Uprights) CLIN 007	0 (Estimated 90 per year)

TECHNICAL EXHIBIT 5

HEADSTONE AND NICHE COVER MAINTENANCE CHECKLIST (MONTHLY)			
Area/Section Inspected:		**OK**	**Needs Atte**
OAI Measure	**Description**		
Cleaning			
4.1	Headstones are clean, free of debris and objectionable accumulations		
	Markers are clean, free of debris and objectionable accumulations.		
	Niche covers are clean, free of debris and objectionable accumulations.		
Height and Alignment			
4.2	Upright headstones are at the proper height and alignment		
	Niche covers are at the proper height and alignment.		
Condition			
4.4	Headstone, marker and niche cover inscriptions are visible and legible as appropriate for the age and historic significance of the marker.		
4.5	Damaged and defaced headstones markers, and niche covers have been identified and action taken to replace or repair them.		
4.6	Headstones, markers, and niche covers that are no longer useable are disposed of in a manner that is respectful and prevents unacceptable use.		
Signature of Inspector:			
Title:			

GROUNDS MAINTENANCE CHECKLIST - DAILY

DATE: _____

Area/Section Inspected:

Completed by: **Title**

MEASURE	DESCRIPTION	OK	NEEDS ATTENTION	NOT APPLICABLE	COMMENT
	TURF / NON-TURF (*Circle One)*				
GM-2.3b/2.9b	Visually Prominent Areas are free of trash.				
GM-2.4b/2.9d	Sunken graves are identified and measures taken to re-establish ground level and cover within 30 calendar days of the date identified.				
GM-2.8	Turf damage due to grounds maintenance tasks is identified and corrective action initiaited by close of business the same day				
GM-2.9h	Grave reopeners are raked and groomed to return the grave to its original state within the same workday (**non-turf areas only**).				
	GENERAL MAINTENANCE				
GM-6.2a	Debris, equipment, tools and supplies are removed from turf areas at the conclusion or each task or at the end of the workday.				
GM-6.2b	All roads, walkways, shelters, etc are free of grounds maintenance debris at the end of the workday.				
	SAFETY				
OS-3.1a	Necessary personal protective equipment and safety measures are adhered to at all times during Grounds Maintenance operations.				
OS-3.2a	Safety hazards (holes, sunken graves, pest, etc.) identified and corrective action initiated to ensure safety with the same workday.				
OS-3.3a	Roads, sidewalks, paths and parking lots open to the public or for cemetery operations during adverse conditions are safe and accessible (e.g. clear of ice and snow or storm debris).				

GROUNDS MAINTENANCE CHECKLIST - WEEKLY

DATE:

Area/Section Inspected:

Completed by: **Title**

MEASURE	DESCRIPTION	OK	NEEDS ATTENTION	NOT APPLICABLE	
	TURF / NON-TURF (*Circle One)*				
GM-2.1c	Turf in Visually Prominent Areas is maintained within one inch of the recommended height.				
GM-2.3a/2.9a	Turf areas are cleared of leaves and other natural debris as needed or weekly.				
GM-2.5/2.9e	Visually Prominent Areas have no standing water.				
GM-2.6a	Turf surrounding headstones is trimmed to its recommended mowing height.				
GM-2.6b	Turf is edged vertically even with marker and marker is free of trimming debris.				
GM-2.6c	Other features on cemetery grounds are trimmed or edged within appropriate limits.				
GM-2.9f	Headstones and markers with sand or gravel surrounding them are generally weed free **(non-turf areas only)**.				
GM-2.9g	Burial areas appear raked and groomed **(non-turf areas only).**				
	PLANTING BEDS				
GM-4.1b	Planting beds are weed free.				
GM-4.1c	Plants in planting beds are healthy, vigourous, and free of pests and disease and are maintained in accordance with the CGMP.				

GROUNDS MAINTENANCE CHECKLIST - MONTHLY

DATE:

Area/Section Inspected:

Completed by: **Title**

MEASURE	DESCRIPTION	OK	NEEDS ATTENTION	NOT APPLICABLE	COMMENTS
	TURF / NON-TURF (*Circle One)*				
GM-2.1a	Visually prominent area is generally weed free.				
GM-2.1b	Visually prominent area is generally free of bare areas.				
GM-2.7a	Grave reopeners during the growing season show healthy turf re-established within 60 days of the interment.				
GM-2.7b	Winter grave reopeners show healthy turf re-established within 60 days of the start of the growing season.				
	TREES AND SHRUBS				
GM-3.2	Trees and shrubs are healthy, vigorous, free of pests and disease and/or are maintained in accordance with the Cemetery Grounds Management Plan.				
	GENERAL MAINTENANCE				
GM-6.4a	Containers for floral vases are well marked, clean, neat and in good repair.				
GM-6.4b	Floral vases are clean and in good repair				

GROUNDS MAINTENANCE CHECKLIST - ANNUAL

DATE:

Area/Section Inspected:

Completed by: **Title**

MEASURE	DESCRIPTION	OK	NEEDS ATTENTION	NOT APPLICABLE	COMMENTS
	TURF / NON-TURF (*Circle One)*				
GM-1.1a	Grounds Management Plan is current and includes a cemetery site plan and all maintenance activities and schedules.				
GM-1.1b	Grounds Management Plan has been reviewed and updated.				
GM-1.1c	Activities in the Grounds Management Plan are being accomplished				
GM-2.2	Turf is compatible with the geographic region.				
	TREES AND SHRUBS				
GM-3.1	Trees and shrubs are compatible with the geographic region.				
	PLANTING BEDS				
GM-4.1a	Planting beds contain only material that is compatible with the geographic region.				
	WASTE MANAGEMENT				
GM-5.2a	Cemetery has a centralized trash collection point established in a location that is screened from the public.				
GM-5.3	Cemetery spoils areas are located, concealed or maintained to minimize public visibility.				
	GENERAL MAINTENANCE				
GM-6.3	Floral regulations are posted in visually prominents areas.				

TECHNICAL EXHIBIT 6

VERTEBRATE PEST INSPECTION SHEET

Rabbits, Gophers and Voles

Location of Service: Sacramento Valley National Cemetery

Date of Service: _____

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

TECHNICAL EXHIBIT 7

HEADSTONE REALIGNMENT DIAGRAMS

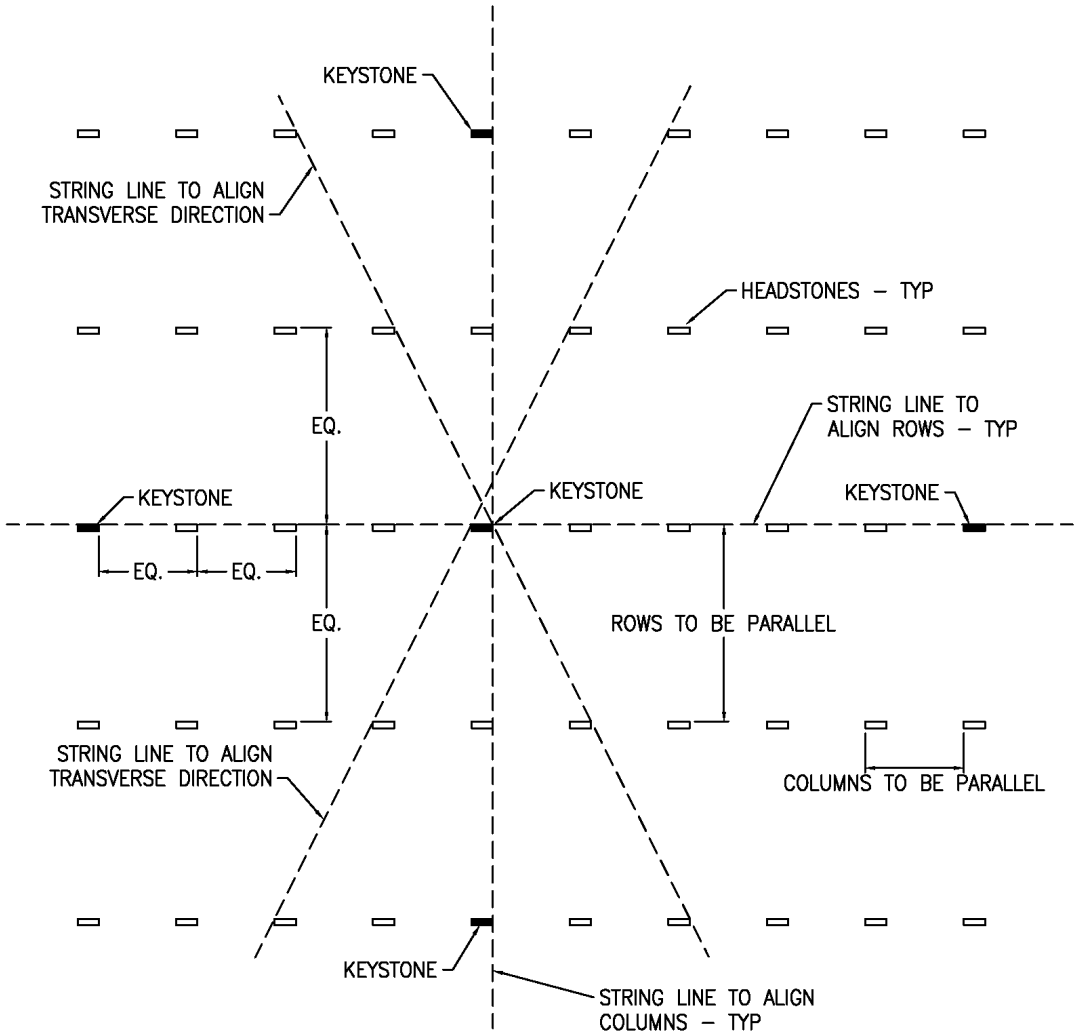
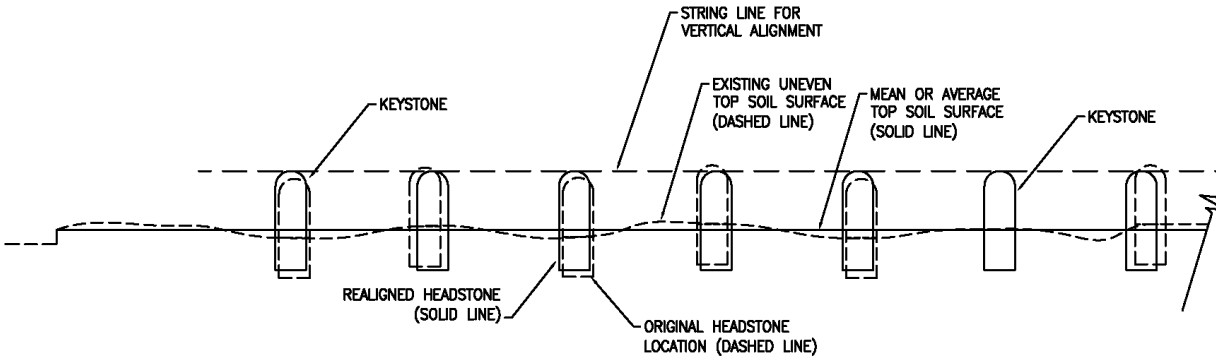
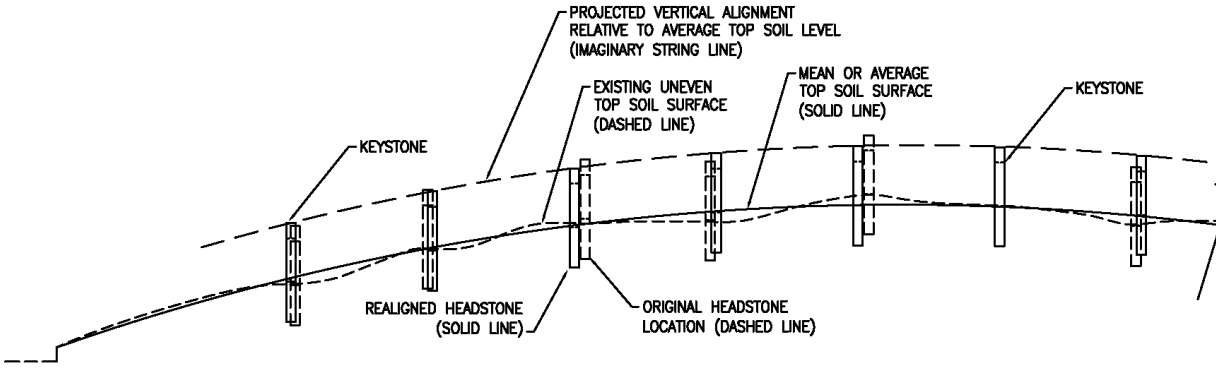


FIGURE 2

PLAN VIEW OF BURIAL SECTION REALIGNMENT



TYPICAL VERTICAL ALIGNMENT IN A FLAT SECTION



TYPICAL VERTICAL ALIGNMENT IN A SLOPED SECTION

FIGURE 3

ELEVATION VIEW OF
BURIAL SECTION REALIGNMENT

Contract Guarantee Minimum/Maximum Aggregate Value

The guaranteed minimum amount for the life of the contract is $5,000.00.

The maximum aggregate value of the contract, inclusive of all ordering periods, shall not exceed $3,000,000.00.

The Government does not guarantee that it will place any orders under this contract more than the guaranteed minimum amount.

DIGNITY CLAUSE

Respect for Headstones and Markers in National Cemeteries, Handling of Markers and Headstones

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

    a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them.

    b. No tools, equipment or other items will be placed or leaned on headstones or markers.

    c. Use care not to scratch or damage markers in any manner.

    d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.

    e. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (e.g., casket or urn), or outer burial container, the contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.

2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.

3. The contractor is required to discuss the guidance with employees and/or subcontractors and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

(END)

Section 2 - Contract Clauses

CL-120 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.

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):
www.acquisition.gov/browse/index/far (FAR)
www.va.gov/oal/library/vaar/index.asp (VAAR)

_____
[Insert one or more Internet addresses]

(End of clause)

Deliveries or Performance

Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0001/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0002/1		19.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0003/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0004/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0005/1		1.000000		Elko National Cemetery

				3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0006/1		1.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0007/1		45.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0008/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0009/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0010/1		90.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0011/1		5.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0012/1		6.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0013/1		6.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0014/1		6.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460

Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0015/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0016/1		6.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0017/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10001/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10002/1		38.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10003/1		24.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10004/1		24.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10005/1		1.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10006/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10007/1		90.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801

				Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10008/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10009/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10010/1		180.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10011/1		10.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10012/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10013/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10014/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10015/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10016/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460

Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
10017/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20001/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20002/1		38.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20003/1		24.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20004/1		24.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20005/1		1.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20006/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20007/1		90.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20008/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20009/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801

				Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20010/1		180.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20011/1		10.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20012/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20013/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20014/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20015/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20016/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
20017/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30001/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460

Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30002/1		38.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30003/1		24.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30004/1		24.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30005/1		1.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30006/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30007/1		90.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30008/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30009/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30010/1		180.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30011/1		10.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801

				Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30012/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30013/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30014/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30015/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30016/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
30017/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40001/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40002/1		38.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40003/1		24.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460

Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40004/1		24.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40005/1		1.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40006/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40007/1		90.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40008/1		2.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40009/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40010/1		180.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40011/1		10.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40012/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40013/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801

				Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40014/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40015/1		4.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40016/1		12.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
40017/1		3.000000		Elko National Cemetery 3602 Jennings Way Elko, NV 89801 Contact: Craig Bramble Email: craig.bramble@va.gov Phone: 707-693-2460

PERIOD OF PERFORMANCE

ITEM	START	END
0001	09/01/2026	02/28/2027
0002	09/01/2026	02/28/2027
0003	09/01/2026	02/28/2027
0004	09/01/2026	02/28/2027
0005	09/01/2026	02/28/2027
0006	09/01/2026	02/28/2027
0007	09/01/2026	02/28/2027
0008	09/01/2026	02/28/2027
0009	09/01/2026	02/28/2027
0010	09/01/2026	02/28/2027
0011	09/01/2026	02/28/2027
0012	09/01/2026	02/28/2027
0013	09/01/2026	02/28/2027
0014	09/01/2026	02/28/2027
0015	09/01/2026	02/28/2027
0016	09/01/2026	02/28/2027
0017	09/01/2026	02/28/2027
10001	03/01/2027	02/29/2028
10002	03/01/2027	02/29/2028

10003	03/01/2027	02/29/2028
10004	03/01/2027	02/29/2028
10005	03/01/2027	02/29/2028
10006	03/01/2027	02/29/2028
10007	03/01/2027	02/29/2028
10008	03/01/2027	02/29/2028
10009	03/01/2027	02/29/2028
10010	03/01/2027	02/29/2028
10011	03/01/2027	02/29/2028
10012	03/01/2027	02/29/2028
10013	03/01/2027	02/29/2028
10014	03/01/2027	02/29/2028
10015	03/01/2027	02/29/2028
10016	03/01/2027	02/29/2028
10017	03/01/2027	02/29/2028
20001	03/01/2028	02/28/2029
20002	03/01/2028	02/28/2029
20003	03/01/2028	02/28/2029
20004	03/01/2028	02/28/2029
20005	03/01/2028	02/28/2029
20006	03/01/2028	02/28/2029
20007	03/01/2028	02/28/2029
20008	03/01/2028	02/28/2029
20009	03/01/2028	02/28/2029
20010	03/01/2028	02/28/2029
20011	03/01/2028	02/28/2029
20012	03/01/2028	02/28/2029
20013	03/01/2028	02/28/2029
20014	03/01/2028	02/28/2029
20015	03/01/2028	02/28/2029
20016	03/01/2028	02/28/2029
20017	03/01/2028	02/28/2029
30001	03/01/2029	02/28/2030
30002	03/01/2029	02/28/2030
30003	03/01/2029	02/28/2030
30004	03/01/2029	02/28/2030
30005	03/01/2029	02/28/2030
30006	03/01/2029	02/28/2030

30007	03/01/2029	02/28/2030
30008	03/01/2029	02/28/2030
30009	03/01/2029	02/28/2030
30010	03/01/2029	02/28/2030
30011	03/01/2029	02/28/2030
30012	03/01/2029	05/31/2030
30013	03/01/2029	02/28/2030
30014	03/01/2029	02/28/2030
30015	03/01/2029	02/28/2030
30016	03/01/2029	02/28/2030
30017	03/01/2029	02/28/2030
40001	03/01/2030	02/28/2031
40002	03/01/2030	02/28/2031
40003	03/01/2030	02/28/2031
40004	03/01/2030	02/28/2031
40005	03/01/2030	02/28/2031
40006	03/01/2030	02/28/2031
40007	03/01/2030	02/28/2031
40008	03/01/2030	02/28/2031
40009	03/01/2030	02/28/2031
40010	03/01/2030	02/28/2031
40011	03/01/2030	02/28/2031
40012	03/01/2030	02/28/2031
40013	03/01/2030	02/28/2031
40014	03/01/2030	02/28/2031
40015	03/01/2030	02/28/2031
40016	03/01/2030	02/28/2031
40017	03/01/2030	02/28/2031

52.203-16 Preventing Personal Conflicts of Interest (Jun 2020)

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that--

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S. C.552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver*. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e*., instead of performance only by a self-employed individual).

(End of clause)

52.204-13 (DEV) System for Award Management - Maintenance (OCT 2018) (DEVIATION NOV 2025)

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

Commercial and Government Entity code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).
Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to -

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

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

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)

(a) *Definition.*

Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded, by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred,

suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

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

"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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.212-4 (DEV) Contract Terms and Conditions-Commercial Products and Commercial Services (NOV 2023) (DEVIATION AUG 2025)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

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

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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.

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

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

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

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

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

(D) Contractor point of contact.

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

(5) *Interest.*

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

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 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 for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) R*isk 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) Ta*xes.* 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations.*

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

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

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

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

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

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

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

(End of clause)

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09/01/2026 through 02/28/2031 [*insert dates*].

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

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $31.00 [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $400,000.00 [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of $1,000,000.00 [*insert dollar figure or quantity*]; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 (DEV) Indefinite Quantity (OCT 1995) (DEVIATION NOV 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 08/01/2031 [*insert date*].

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.219-8 (DEV) Utilization of Small Business Concerns (JAN 2025) (DEVIATION NOV 2025)

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

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

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

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

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

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled 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 small business (WOSB) 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;

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

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c)(1) A joint venture qualifies as a small business concern if-

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)(1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor-

(i) Is registered in SAM; and

(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

(End of clause)

52.219-9 (DEV) Small Business Subcontracting Plan (JAN 2025) (DEVIATION NOV 2025)

(a) This clause does not apply to small business concerns.

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

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

Commercial product means a product that satisfies the definition of “commercial product” in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of “commercial service” in FAR 2.101.

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer will include the subcontracting plan in and make it a part of the resultant contract. The Offeror shall negotiate the subcontracting plan within the timeframe specified by the Contracting Officer. If the Offeror fails to submit and negotiate the subcontracting plan, then the Offeror will not be eligible for award of a contract.

(2)(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if-

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.

(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at https://search.certifications.sba.gov/.

(d) The Offeror’s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé’s principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626-

(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and

(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.*, ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror’s official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program’s requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or

greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at https://www.esrs.gov. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual subcontracting plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.219-14 (DEV) Limitations on Subcontracting (OCT 2022) (DEVIATION NOV 2025)

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

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

__ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 (DEV) Postaward Small Business Program Rerepresentation (JAN 2025) (DEVIATION NOV 2025)

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

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

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

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

(1) The Contractor represents that it __ is, __ is not a small business concern under NAICS Code _____ assigned to contract number _____ .

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it __ is, __ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____ .]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it __ is, __ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture*: _____ .]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It __ is, __ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____ .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*_____]

(End of clause)

52.222-3 (DEV) Convict Labor (JUN 2003) (DEVIATION NOV 2025)

(a) Except as provided in paragraph (b) of this clause, the Contractor must not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-6 (DEV) Construction Wage Rate Requirements (AUG 2018) (DEVIATION NOV 2025)

(a) *Definition*.-"Site of the work"-

(1) Means-

(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is-

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work must be effective from the first day on which work under the contract was performed at that site and must be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work must be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics must be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) must be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contractor must complete and submit to the Contracting Officer the Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, if any class of laborers or mechanics that is not listed in the wage determination applicable to the contract is to be employed under the contract. Upon receipt of a complete SF 1444, the Contracting Officer will submit a report to the Administrator, Wage and Hour Division, for approving, modifying, disapproving, or rendering a final determination, of the additional classification and wage rate including any amount designated for fringe benefits.

(2) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraph (c) of this clause must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor must either pay the benefit as stated in the wage determination or must pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 (DEV) Withholding of Funds (MAY 2014) (DEVIATION NOV 2025)

The Contracting Officer must, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 (DEV) Payrolls and Basic Records (JUL 2021) (DEVIATION NOV 2025)

(a) Payrolls and basic records relating thereto must be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records must contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C.

3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor must submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses must not be included on weekly transmittals. Instead the payrolls must only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at https://www.dol.gov/agencies/whd/forms. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors must maintain the full social security number and current address of each covered worker, and must provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted must be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and must certify-

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 must satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor must make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor must permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 (DEV) Apprentices and Trainees (JUL 2005) (DEVIATION NOV 2025)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed-

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a) (1) of this clause, must be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate)
specified in the Contractor's or subcontractor's registered program must be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes must be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees must be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS must be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause must be in conformity with the equal employment opportunity requirements of Executive Order11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 (DEV) Compliance with Copeland Act Requirements (FEB 1988) (DEVIATION NOV 2025)

The Contractor must comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 (DEV) Subcontracts (Labor Standards) (MAY 2014) (DEVIATION NOV 2025)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation-

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor must insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled-

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination-Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor must be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor must deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor’s signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor must deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor must insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

52.222-14 (DEV) Disputes Concerning Labor Standards (FEB 1998) (DEVIATION NOV 2025)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 Certification of Eligibility (May 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

(End of clause)

52.222-32 (DEV) Construction Wage Rate Requirements-Price Adjustment (Actual Method) (AUG 2018) (DEVIATION NOV 2025)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b)(1) The Contractor states that if the prices in this contract contain an allowance for wage or benefit increases, such allowance will not be included in any request for contract price adjustment submitted under this clause.

(2) The Contractor must provide with each request for contract price adjustment under this clause a statement that the prices in the contract do not include any allowance for any increased cost for which adjustment is being requested.

(c) The Contracting Officer will adjust the contract price or contract unit price labor rates to reflect the Contractor’s actual increase or decrease in wages and fringe benefits to the extent that the increase is made to comply with, or the decrease is voluntarily made by the Contractor as a result of-

(1) Incorporation of the Department of Labor’s Construction Wage Rate Requirements wage determination applicable at the exercise of an option to extend the term of the contract; or

(2) Incorporation of a Construction Wage Rate Requirements wage determination otherwise applied to the contract by operation of law.

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

(e) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a revised wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor must notify the Contracting Officer promptly of any decrease under this clause, but nothing in this clause precludes the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount claimed and any relevant

supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) Contract price adjustment computations must be computed as follows:

(1) *Computation for contract unit price per single craft hour for schedule of indefinite-quantity work*. For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination must be added to the original contract unit price if the difference results in a combined increase. If the difference computed results in a combined decrease, the contract unit price must be decreased by that amount if the Contractor provides notification as provided in paragraph (e) of this clause.

(2) *Computation for contract unit price containing multiple craft hours for schedule of indefinite-quantity work*. For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination must be multiplied by the actual number of hours expended for each craft involved in accomplishing the unit-priced work item. The product of this computation will then be divided by the actual number of units ordered in the preceding contract period. The total of these computations for each craft will be added to the current contract unit price to obtain the new contract unit price. The extended amount for the line item will be obtained by multiplying the new unit price by the estimated quantity. If actual hours are not available from the preceding contract period for computation of the adjustment for a specific contract unit of work, the Contractor, in agreement with the Contracting Officer, must estimate the total hours per craft per contract unit of work.

Example: Asphalt Paving--Current Price $3.38 per Square Yard

DBA Craft	New WD		Hourly rate paid		Diff.		Actual Hrs	Actual units (sq. yard)		Increase/ sq yard
Equip. Opr.	$18.50	-	$18.00	=	$.50	x	600 hrs./	3,000 sq. yrd.	=	$.10
Truck Driver	$19.00	-	$18.25	=	$.75	x	525 hrs./	3,000 sq. yrd.	=	$.13
Laborer	$11.50	-	$11.25	=	$.25	x	750 hrs./	3,000 sq. yrd.	=	$.06

Total increase per square yard = $.29 *

*Note: Adjustment for labor rate increases or decreases may be accompanied by social security and unemployment taxes and workers' compensation insurance.

Current unit price (per square yard)	= $3.38
Add DBA price adj	+.29
New unit price (per square yard)	$3.67

(End of clause)

52.222-35 (DEV) Equal Opportunity for Veterans (JUN 2020) (DEVIATION NOV 2025)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including

action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 (DEV) Equal Opportunity for Workers with Disabilities (JUN 2020) (DEVIATION NOV 2025)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 (DEV) Employment Reports on Veterans (JUN 2020) (DEVIATION NOV 2025)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans’ Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor’s knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-40 (DEV) Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (DEVIATION NOV 2025)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor–Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor’s official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-41 (DEV) Service Contract Labor Standards (AUG 2018) (DEVIATION NOV 2025)

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

Contractor, when this clause is used in any subcontract, must be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor must be paid not less than the minimum monetary wages and must be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor must classify any class of service employee which is not listed therein 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) 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 class of employees must be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure must be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor must submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer must review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division must be transmitted to the Contracting Officer who must promptly notify the Contractor of the action taken. Each affected employee must be furnished by the Contractor with a written copy of such determination or it must be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor must advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract must in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause must be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division must make a final determination of conformed classification, wage rate, and/or fringe benefits which must be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation*. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract must be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination must be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination must be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract must notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or must post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) must be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions*. The Contractor or subcontractor must not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor must comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*.

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute must make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor must also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, must take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods*. The Contractor must unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract*. The Contracting Officer must withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts*. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor must report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report must be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments

thereof effective at a later time during the period of contract performance such agreements must be reported promptly after negotiation thereof.

(n) *Seniority list*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor must furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list must also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer must turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Representation*.

(1) By entering into this contract, the Contractor (and officials thereof) represents that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program must be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices must not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification must not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in

accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit must not exceed $1.34 per hour beginning January 1,1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 (DEV) Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (DEVIATION NOV 2025)

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

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

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract.

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

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

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

(3) An amendment to the Fair Labor Standards Act of1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

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

(f) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records,

that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

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

(End of clause)

52.222-50 (DEV) Combating Trafficking in Persons (OCT 2025) (DEVIATION NOV 2025)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item -

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor must, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-54 (DEV) Employment Eligibility Verification (JAN 2025) (DEVIATION NOV 2025)

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

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply that is-

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees*.

(A) *Enrolled 90 calendar days or more*. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for-

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-55 (DEV) Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (DEVIATION NOV 2025)

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

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

Worker—
(1)(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and -

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs *in connection with* a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) *Executive Order minimum wage rate.*

(1) The Contractor must pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor must adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum

wage rate. The Administrator will also publish the applicable E.O. minimum wage on *https://www.sam.gov* (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs must include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors must consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer must not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and must not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

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

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers must be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor must pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor must not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor must pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor must follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition-

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing

the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor must notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor must post notice, utilizing the poster provided by the Administrator, which can be obtained at *www.dol.gov/agencies/whd/government-contracts*, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor must make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor must make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor must also make such records available upon request of the Contracting Officer.

(3) The Contractor must make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment must be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor must permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, must withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor must not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor must include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-62 (DEV) Paid Sick Leave Under Executive Order 13706 (JAN 2022) (DEVIATION NOV 2025)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2)-

Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee-
(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) *Executive Order 13706*.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor must-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding*. The Contracting Officer must, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) *Payment suspension/contract termination/contractor debarment*.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) *Recordkeeping*.

(1) The Contractor must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor must make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee’s covered and noncovered work, the Contractor must keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor must permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee

is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, must be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor must not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and must maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor must not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor must not discharge or in any other manner discriminate against any employee for-

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) *Notice*. The Contractor must notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices

to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards*. Disputes related to the application of E.O. 13706 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts*. The Contractor must insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (DEVIATION Apr 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)

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

"*Driving*"--

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

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 subcontractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 (DEV) Federal, State, and Local Taxes (FEB 2013) (DEVIATION SEP 2025)

(a) As used in this clause-

After-imposed Federal tax means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

After-relieved Federal tax means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

All applicable Federal, State, and local taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be-

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The Government will increase the contract price by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The Government will decrease the contract price by the amount of any after-relieved Federal tax.

(e) The Government will decrease the contract price by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Government will not adjust the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government will, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-18 Availability of Funds (Apr 1984)

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

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

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

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-3 (DEV) Protest after Award (AUG 1996) (DEVIATION NOV 2025)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either-

(1) Cancel the stop-work order; or

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

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

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

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 (DEV) Applicable Law for Breach of Contract Claim (AUG 1996) (DEVIATION NOV 2025)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.244-6 (DEV) Subcontracts for Commercial Products and Commercial Services (OCT 2025) (DEVIATION NOV 2025)

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

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) *Requirements*.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	**Title**	**Date**
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating TraffCombating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for	MAY 2014

	Maintenance, Calibration, or Repair of Certain Equipment-Requirements	
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-3	Security Prohibitions and Exclusions	DATE
52.240-3 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-4	Security Requirements	DATE
52.240-4 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

52.252-6 Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any VA Acquisition Regulation (VAAR). [*insert regulation name*] (48 CFR Chapter 8) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

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 letter shall be furnished to the Contractor.

(End of clause)

852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of clause)

852.204-70 (DEV) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020) (DEVIATION MAR 2026)

(a) The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when physical access to VA facilities, and/or logical access to VA information and VA information systems is required.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require physical access to VA facilities, and/or logical access to VA information and VA information systems.

(End of clause)

852.219-73 (DEV) VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022) (DEVIATION JAN 2023)

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

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.101, Surviving Spouse definition);

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

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

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at https://veterans.certify.sba.gov/; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term "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).

(3) The term "small business concern" has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term "small business concern owned and controlled by Veterans with service-connected disabilities" has the meaning given the term "small business concern owned and controlled by service-disabled veterans" under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term *"SDVOSB participant" or certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General.* In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multiple-award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219-75 or 852.219-76 as applicable). These requirements are summarized as follows:

(1) *Services.* In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products.* (i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction.* In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors.* In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting.* An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period.* An SDVOSB shall comply with the limitations on subcontracting as follows:

[Contracting Officer check as appropriate.]

__ By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

X By the end of the performance period for each order issued under the contract.

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence.* The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation.* Pursuant to 38 USC 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406-2 Causes for Debarment).

(End of clause)

852.219-75 (DEV) VA NOTICE OF LIMITATIONS ON SUBCONTRACTING-CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022) (DEVIATION JAN 2023)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that-

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows: [*Contracting Officer check the appropriate box below based on the predominant NAICS code assigned to the instant acquisition as set forth in FAR 19.102.*]

(i) X *Services.* In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219-73 or certified VOSBs listed in the SBA certification database as set forth in 852.219-74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) __ *General construction.* In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219-73 or certified VOSBs listed in the SBA certification database as set forth in 852.219-74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) __ Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219-73 or certified VOSBs listed in the SBA certification database as set forth in 852.219-74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

I hereby certify that if awarded the contract, _____ will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of _____ .

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____
_____

(End of clause)

852.222-71 (DEV) COMPLIANCE WITH EXECUTIVE ORDER 13899 (APR 2025) (DEVIATION APR 2025)

(a) The contractor shall comply with Executive Order 13899, Combating Anti-Semitism, pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(b) The contractor shall timely disclose, in writing, to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principle, employee, agent, or subcontractor of the Contractor has committed a violation under Executive Order 13899, Combating Anti-Semitism pursuant to the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(c) The contractor shall include the terms and conditions of this clause in every subcontract or purchase order so that these terms will be binding on every subcontractor or vendor.

End of clause.

852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

(a) Definitions. As used in this clause-

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

(2) Designated agency office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

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

(4) Invoice payment has the meaning given in FAR 32.001; and

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

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

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

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

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

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

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

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

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

(End of clause)

852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of clause)

852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation shall be furnished to the Contractor.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

Title	Dates	Number of Pages
NCA Shrine Operational Standards and Measures.pdf	05/12/2026	
Past Performance Questionnaire PPQ	05/12/2026	

"

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

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5601
Revision No.: 28
Date Of Last Revision: 3/30/2026

State: Nevada

Area: Nevada Counties of Elko, Eureka, Humboldt, Lander, Pershing
and White Pine

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.08
01012 - Accounting Clerk II		21.41
01013 - Accounting Clerk III		23.95
01020 - Administrative Assistant		30.26
01035 - Court Reporter		20.47
01041 - Customer Service Representative I		15.36
01042 - Customer Service Representative II		16.76
01043 - Customer Service Representative III		18.81
01051 - Data Entry Operator I		19.16
01052 - Data Entry Operator II		20.91
01060 - Dispatcher, Motor Vehicle		23.78
01070 - Document Preparation Clerk		16.30
01090 - Duplicating Machine Operator		16.30
01111 - General Clerk I		17.27
01112 - General Clerk II		18.84
01113 - General Clerk III		21.14
01120 - Housing Referral Assistant		22.81
01141 - Messenger Courier		13.28
01191 - Order Clerk I		19.31
01192 - Order Clerk II		21.68
01261 - Personnel Assistant (Employment) I		18.57
01262 - Personnel Assistant (Employment) II		20.77
01263 - Personnel Assistant (Employment) III		23.15
01270 - Production Control Clerk		31.94
01290 - Rental Clerk		19.58

01300 - Scheduler, Maintenance	18.30
01311 - Secretary I	18.30
01312 - Secretary II	20.47
01313 - Secretary III	22.81
01320 - Service Order Dispatcher	21.10
01410 - Supply Technician	30.26
01420 - Survey Worker	20.47
01460 - Switchboard Operator/Receptionist	17.60
01531 - Travel Clerk I	16.30
01532 - Travel Clerk II	18.30
01533 - Travel Clerk III	20.47
01611 - Word Processor I	16.30
01612 - Word Processor II	18.30
01613 - Word Processor III	20.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.82
05010 - Automotive Electrician	27.16
05040 - Automotive Glass Installer	25.75
05070 - Automotive Worker	25.75
05110 - Mobile Equipment Servicer	23.04
05130 - Motor Equipment Metal Mechanic	28.56
05160 - Motor Equipment Metal Worker	25.75
05190 - Motor Vehicle Mechanic	28.56
05220 - Motor Vehicle Mechanic Helper	21.62
05250 - Motor Vehicle Upholstery Worker	24.40
05280 - Motor Vehicle Wrecker	25.75
05310 - Painter, Automotive	27.16
05340 - Radiator Repair Specialist	25.75
05370 - Tire Repairer	21.62
05400 - Transmission Repair Specialist	28.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.48
07041 - Cook I	19.11
07042 - Cook II	21.37
07070 - Dishwasher	13.97
07130 - Food Service Worker	15.07
07210 - Meat Cutter	21.61
07260 - Waiter/Waitress	11.21
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.28
09040 - Furniture Handler	19.73
09080 - Furniture Refinisher	25.28
09090 - Furniture Refinisher Helper	22.34
09110 - Furniture Repairer, Minor	25.05
09130 - Upholsterer	23.12
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.04
11060 - Elevator Operator	16.99
11090 - Gardener	23.55
11122 - Housekeeping Aide	16.99
11150 - Janitor	16.99
11210 - Laborer, Grounds Maintenance	19.21
11240 - Maid or Houseman	13.89
11260 - Pruner	17.70
11270 - Tractor Operator	22.11
11330 - Trail Maintenance Worker	19.21
11360 - Window Cleaner	18.44
12000 - Health Occupations	
12010 - Ambulance Driver	23.42
12011 - Breath Alcohol Technician	31.72

12012 - Certified Occupational Therapist Assistant		43.54
12015 - Certified Physical Therapist Assistant		33.75
12020 - Dental Assistant		22.15
12025 - Dental Hygienist		49.58
12030 - EKG Technician		48.07
12035 - Electroneurodiagnostic Technologist		48.07
12040 - Emergency Medical Technician		23.42
12071 - Licensed Practical Nurse I		28.36
12072 - Licensed Practical Nurse II		31.72
12073 - Licensed Practical Nurse III		35.37
12100 - Medical Assistant		21.48
12130 - Medical Laboratory Technician		32.98
12160 - Medical Record Clerk		19.75
12190 - Medical Record Technician		22.09
12195 - Medical Transcriptionist		28.36
12210 - Nuclear Medicine Technologist		69.73
12221 - Nursing Assistant I		13.53
12222 - Nursing Assistant II		15.22
12223 - Nursing Assistant III		16.61
12224 - Nursing Assistant IV		18.64
12235 - Optical Dispenser		23.71
12236 - Optical Technician		28.36
12250 - Pharmacy Technician		21.54
12280 - Phlebotomist		19.23
12305 - Radiologic Technologist		38.52
12311 - Registered Nurse I		27.63
12312 - Registered Nurse II		35.14
12313 - Registered Nurse II, Specialist		35.14
12314 - Registered Nurse III		40.94
12315 - Registered Nurse III, Anesthetist		40.94
12316 - Registered Nurse IV		49.04
12317 - Scheduler (Drug and Alcohol Testing)		39.31
12320 - Substance Abuse Treatment Counselor		32.54
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		23.07
13012 - Exhibits Specialist II		28.58
13013 - Exhibits Specialist III		34.95
13041 - Illustrator I		23.07
13042 - Illustrator II		28.58
13043 - Illustrator III		34.95
13047 - Librarian		31.65
13050 - Library Aide/Clerk		17.58
13054 - Library Information Technology Systems Administrator		28.58
13058 - Library Technician		22.83
13061 - Media Specialist I		20.62
13062 - Media Specialist II		23.07
13063 - Media Specialist III		25.72
13071 - Photographer I		19.97
13072 - Photographer II		22.34
13073 - Photographer III		27.68
13074 - Photographer IV		33.86
13075 - Photographer V		40.96
13090 - Technical Order Library Clerk		21.74
13110 - Video Teleconference Technician		20.97
14000 - Information Technology Occupations		
14041 - Computer Operator I		20.68
14042 - Computer Operator II		23.13
14043 - Computer Operator III		25.78
14044 - Computer Operator IV		28.66
14045 - Computer Operator V		31.74
14071 - Computer Programmer I	(see 1)	22.61
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		20.68
14160 - Personal Computer Support Technician		28.96
14170 - System Support Specialist		32.25
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.97
15020 - Aircrew Training Devices Instructor (Rated)		39.42
15030 - Air Crew Training Devices Instructor (Pilot)		45.38
15050 - Computer Based Training Specialist / Instructor		31.97
15060 - Educational Technologist		35.96
15070 - Flight Instructor (Pilot)		45.38
15080 - Graphic Artist		30.17
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		45.38
15086 - Maintenance Test Pilot, Rotary Wing		45.38
15088 - Non-Maintenance Test/Co-Pilot		45.38
15090 - Technical Instructor		32.49
15095 - Technical Instructor/Course Developer		39.74
15110 - Test Proctor		26.22
15120 - Tutor		26.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		19.03
16030 - Counter Attendant		19.03
16040 - Dry Cleaner		21.75
16070 - Finisher, Flatwork, Machine		19.03
16090 - Presser, Hand		19.03
16110 - Presser, Machine, Drycleaning		19.03
16130 - Presser, Machine, Shirts		19.03
16160 - Presser, Machine, Wearing Apparel, Laundry		19.03
16190 - Sewing Machine Operator		22.66
16220 - Tailor		23.57
16250 - Washer, Machine		19.94
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		33.31
19040 - Tool And Die Maker		39.51
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		26.41
21030 - Material Coordinator		31.94
21040 - Material Expediter		31.94
21050 - Material Handling Laborer		18.22
21071 - Order Filler		17.86
21080 - Production Line Worker (Food Processing)		26.41
21110 - Shipping Packer		21.04
21130 - Shipping/Receiving Clerk		21.04
21140 - Store Worker I		19.18
21150 - Stock Clerk		24.14
21210 - Tools And Parts Attendant		26.41
21410 - Warehouse Specialist		26.41
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		47.66
23019 - Aircraft Logs and Records Technician		38.89
23021 - Aircraft Mechanic I		45.54
23022 - Aircraft Mechanic II		47.66
23023 - Aircraft Mechanic III		49.58

23040 - Aircraft Mechanic Helper	33.96
23050 - Aircraft, Painter	43.30
23060 - Aircraft Servicer	38.89
23070 - Aircraft Survival Flight Equipment Technician	43.30
23080 - Aircraft Worker	41.06
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	41.06
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	45.54
23110 - Appliance Mechanic	33.31
23120 - Bicycle Repairer	28.23
23125 - Cable Splicer	39.40
23130 - Carpenter, Maintenance	29.78
23140 - Carpet Layer	33.58
23160 - Electrician, Maintenance	37.77
23181 - Electronics Technician Maintenance I	35.97
23182 - Electronics Technician Maintenance II	37.93
23183 - Electronics Technician Maintenance III	39.89
23260 - Fabric Worker	29.92
23290 - Fire Alarm System Mechanic	35.03
23310 - Fire Extinguisher Repairer	28.23
23311 - Fuel Distribution System Mechanic	35.03
23312 - Fuel Distribution System Operator	28.23
23370 - General Maintenance Worker	24.08
23380 - Ground Support Equipment Mechanic	45.54
23381 - Ground Support Equipment Servicer	38.89
23382 - Ground Support Equipment Worker	41.06
23391 - Gunsmith I	28.23
23392 - Gunsmith II	31.58
23393 - Gunsmith III	35.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.04
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.40
23430 - Heavy Equipment Mechanic	40.62
23440 - Heavy Equipment Operator	34.72
23460 - Instrument Mechanic	35.38
23465 - Laboratory/Shelter Mechanic	33.31
23470 - Laborer	18.22
23510 - Locksmith	33.31
23530 - Machinery Maintenance Mechanic	37.71
23550 - Machinist, Maintenance	28.32
23580 - Maintenance Trades Helper	22.50
23591 - Metrology Technician I	35.38
23592 - Metrology Technician II	37.03
23593 - Metrology Technician III	38.52
23640 - Millwright	30.62
23710 - Office Appliance Repairer	33.31
23760 - Painter, Maintenance	27.17
23790 - Pipefitter, Maintenance	34.62
23810 - Plumber, Maintenance	32.92
23820 - Pneudraulic Systems Mechanic	35.03
23850 - Rigger	32.29
23870 - Scale Mechanic	31.58
23890 - Sheet-Metal Worker, Maintenance	41.16
23910 - Small Engine Mechanic	31.58
23931 - Telecommunications Mechanic I	32.46
23932 - Telecommunications Mechanic II	33.98
23950 - Telephone Lineman	32.06
23960 - Welder, Combination, Maintenance	32.80
23965 - Well Driller	34.71
23970 - Woodcraft Worker	35.03
23980 - Woodworker	28.23

24000 - Personal Needs Occupations		
24550 - Case Manager		17.47
24570 - Child Care Attendant		14.08
24580 - Child Care Center Clerk		17.55
24610 - Chore Aide		15.29
24620 - Family Readiness And Support Services Coordinator		17.47
24630 - Homemaker		17.47
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		31.99
25040 - Sewage Plant Operator		30.42
25070 - Stationary Engineer		31.99
25190 - Ventilation Equipment Tender		24.21
25210 - Water Treatment Plant Operator		30.42
27000 - Protective Service Occupations		
27004 - Alarm Monitor		25.58
27007 - Baggage Inspector		17.96
27008 - Corrections Officer		28.58
27010 - Court Security Officer		28.58
27030 - Detection Dog Handler		20.09
27040 - Detention Officer		28.58
27070 - Firefighter		28.89
27101 - Guard I		17.96
27102 - Guard II		20.09
27131 - Police Officer I		30.96
27132 - Police Officer II		34.42
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		14.59
28042 - Carnival Equipment Repairer		15.54
28043 - Carnival Worker		11.67
28210 - Gate Attendant/Gate Tender		21.55
28310 - Lifeguard		14.39
28350 - Park Attendant (Aide)		24.10
28510 - Recreation Aide/Health Facility Attendant		17.60
28515 - Recreation Specialist		29.87
28630 - Sports Official		19.21
28690 - Swimming Pool Operator		17.68
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		37.34
29020 - Hatch Tender		37.34
29030 - Line Handler		37.34
29041 - Stevedore I		35.37
29042 - Stevedore II		39.38
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	47.06
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	32.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	35.73
30021 - Archeological Technician I		22.40
30022 - Archeological Technician II		25.05
30023 - Archeological Technician III		31.03
30030 - Cartographic Technician		31.03
30040 - Civil Engineering Technician		29.30
30051 - Cryogenic Technician I		34.37
30052 - Cryogenic Technician II		37.95
30061 - Drafter/CAD Operator I		22.40
30062 - Drafter/CAD Operator II		25.05
30063 - Drafter/CAD Operator III		27.92

30064 - Drafter/CAD Operator IV		34.37
30081 - Engineering Technician I		17.67
30082 - Engineering Technician II		19.82
30083 - Engineering Technician III		22.18
30084 - Engineering Technician IV		27.48
30085 - Engineering Technician V		33.61
30086 - Engineering Technician VI		40.66
30090 - Environmental Technician		31.21
30095 - Evidence Control Specialist		31.03
30210 - Laboratory Technician		32.63
30221 - Latent Fingerprint Technician I		34.37
30222 - Latent Fingerprint Technician II		37.95
30240 - Mathematical Technician		31.03
30361 - Paralegal/Legal Assistant I		22.17
30362 - Paralegal/Legal Assistant II		27.47
30363 - Paralegal/Legal Assistant III		33.60
30364 - Paralegal/Legal Assistant IV		40.65
30375 - Petroleum Supply Specialist		37.95
30390 - Photo-Optics Technician		31.03
30395 - Radiation Control Technician		37.95
30461 - Technical Writer I		31.03
30462 - Technical Writer II		37.95
30463 - Technical Writer III		45.92
30491 - Unexploded Ordnance (UXO) Technician I		29.91
30492 - Unexploded Ordnance (UXO) Technician II		36.19
30493 - Unexploded Ordnance (UXO) Technician III		43.37
30494 - Unexploded (UXO) Safety Escort		29.91
30495 - Unexploded (UXO) Sweep Personnel		29.91
30501 - Weather Forecaster I		34.37
30502 - Weather Forecaster II		41.81
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	27.92
30621 - Weather Observer, Senior	(see 2)	31.03
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		36.19
31020 - Bus Aide		21.05
31030 - Bus Driver		27.43
31043 - Driver Courier		19.09
31260 - Parking and Lot Attendant		15.30
31290 - Shuttle Bus Driver		17.64
31310 - Taxi Driver		14.44
31361 - Truckdriver, Light		20.32
31362 - Truckdriver, Medium		21.52
31363 - Truckdriver, Heavy		32.90
31364 - Truckdriver, Tractor-Trailer		32.90
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.64
99030 - Cashier		14.24
99050 - Desk Clerk		13.56
99095 - Embalmer		29.91
99130 - Flight Follower		29.91
99251 - Laboratory Animal Caretaker I		17.38
99252 - Laboratory Animal Caretaker II		18.51
99260 - Marketing Analyst		31.64
99310 - Mortician		29.91
99410 - Pest Controller		22.55
99510 - Photofinishing Worker		15.72
99710 - Recycling Laborer		28.80
99711 - Recycling Specialist		33.08
99730 - Refuse Collector		26.81
99810 - Sales Clerk		16.50
99820 - School Crossing Guard		20.66
99830 - Survey Party Chief		41.08

99831 - Surveying Aide	27.70
99832 - Surveying Technician	30.12
99840 - Vending Machine Attendant	16.80
99841 - Vending Machine Repairer	20.01
99842 - Vending Machine Repairer Helper	16.80

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

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt

computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

"General Decision Number: NV20260015 01/30/2026

Superseded General Decision Number: NV20250015

State: Nevada

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (including sewer / water construction).

County: Elko County in Nevada.

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

CARP0971-013 07/01/2025

	Rates	Fringes
CARPENTER (Includes Form Work)	$ 46.50	17.92

ENGI0003-023 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 07	$ 49.02	30.38
GROUP 08	$ 49.61	30.38
GROUP 10A	$ 50.47	30.38

GROUP 7: Screed/Screedman (except asphaltic or concrete paving); (Barber-Greene and similar) (asphaltic or concrete paving).

GROUP 8: Loader

GROUP 10A: Grader/Blade (Finish Blade).

ENGI0003-026 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe)		
GROUP 10A	$ 50.47	30.38

GROUP 10A: Backhoe (up to and including one [1] cu. yd. hydraulic) (Assistant to Engineer required); Backhoe (up to and including [1] cu. yd.) (Cable) (Assistant to Engineer required).

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* ENGI0012-014 01/01/2026

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
GROUP 12	$ 65.99	36.40
GROUP 16	$ 67.41	36.40
GROUP 17	$ 67.91	36.40

GROUP 19.....$ 69.94 36.40
GROUP 20.....$ 70.55 36.40
GROUP 21.....$ 71.16 36.40
GROUP 22.....$ 71.92 36.40
GROUP 23.....$ 72.38 36.40

GROUP 12: Crane Operator (up to including 40 ton capacity)

GROUP 16: Crane Operator (over 40 tons up to and including 79 tons)

GROUP 17: Crane Operator (Including 80 tons up to and including 150 tons)

GROUP 19: Crane Operator (over 150 tons up to and including 200 tons)

GROUP 20: Crane Operator (over 200 tons up to and including 250 tons)

GROUP 21: Crane Operator (over 250 tons up to and including 300 tons)

GROUP 22: Crane Operator (over 300 tons up to and including 350 tons)

GROUP 23: Crane Operator (over 350 tons)

IRON0027-004 01/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING	$ 48.02	27.10

IRON0433-002 01/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 46.20	34.30

LABO0169-031 10/01/2024

	Rates	Fringes
LABORER		
(1) Common or General	$ 33.95	16.30
(3) Mason Tender - Cement/Concrete;	$ 34.20	16.30
(4) Pipelayer	$ 34.45	16.30

SUNV2014-014 09/08/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 40.41	0.00
ELECTRICIAN	$ 39.09	14.29
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 25.85	19.54
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 31.57	7.71

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 46.23 9.73

OPERATOR: Mechanic.....$ 32.94 17.60

OPERATOR: Roller.....$ 36.86 16.77

TRUCK DRIVER: Dump Truck.....$ 31.50 4.16

TRUCK DRIVER: Water Truck.....$ 16.64 4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that

the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Section 4 - Solicitation Provisions

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquisition.gov/browse/index/far (FAR)
www.va.gov/oal/library/vaar/index.asp (VAAR)

_____

[Insert one or more Internet addresses]

(End of provision)

52.203-11 Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)

(a) *Definitions.* As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) *Disclosure*. 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.

(e) *Penalties*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

52.204-7 (DEV) System for Award Management - Registration (NOV 2024) (DEVIATION NOV 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management-Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management-Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information 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 IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for-

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	**Title**	**Date**
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)

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

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at *www.sam.gov.* If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch*. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at *https://cage.dla.mil*.

(3) *The appropriate country codification bureau*. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at *https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx* if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at *http://www.nato.int/structur/AC/135/main/links/contacts.htm*.

(d) Additional guidance for establishing and maintaining CAGE codes is available at *https://cage.dla.mil.*

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of provision)

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services 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 Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by--

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

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

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

(k) [Reserved].

(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 products, the make and model of the product 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)

52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)

(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:

_____ _____

[*Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.*]

Technical and past performance, when combined, are not equal. Technical is pass or fail. Past performance is evaluated for relevancy through comparative analysis. [*Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.*]

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

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

(End of provision)

52.216-1 (DEV) Type of Contract (APR 1984) (DEVIATION NOV 2025)

The Government contemplates award of a Firm-Fix-Price, Indefinite Delivery Indefinite Quantity (IDIQ) [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.217-5 (DEV) Evaluation of Options (JUL 1990) (DEVIATION NOV 2025)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.225-2 Buy American Certificate (Oct 2022)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. _____

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

52.233-2 (DEV) Service of Protest (SEP 2006) (DEVIATION NOV 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

52.240-90 (DEV) Security Prohibitions and Exclusions Representations and Certifications (NOV 2025) (DEVIATION NOV 2025)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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 under 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)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)-

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer-

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the 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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if-

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

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

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(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)

852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[*Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.*]852.219-75

(End of provision)

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

PROPOSAL INSTRUCTIONS

A. General Instructions

To ensure timely and equitable evaluation of quotations, offerors shall follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements.

Failure to comply with these instructions may result in the quotation being determined unacceptable and ineligible for award.

Offerors shall clearly identify any exceptions to the solicitation and provide supporting rationale. The Government may reject any quotation containing exceptions.

Submission of a quotation alone does not demonstrate compliance with the Performance Work Statement (PWS). Offerors must clearly describe how PWS requirements stated in *Volume II – Technical Proposal* will be performed.

B. Price Competition

The Government anticipates adequate price competition. Price will be evaluated for reasonableness. The Government reserves the right to request additional information if necessary to determine price fair and reasonable.

C. Vendor Questions: All vendor questions regarding this solicitation shall be submitted by email to the Contracting Officer no later than 06/10/2026 @ 4:00pm (PST). Questions received after this deadline may not be addressed, and answers will be provided via amendment on SAM.gov.

D. **Site Visit**: A site visit is not scheduled for this location due to construction safety at the location.

E. **Late Quotes**: Late quotes will not be accepted. Vendors are responsible for ensuring that their complete quote is submitted prior to the solicitation closing date and time.

F. **SAM Registration:** Only quotes submitted by vendors that are actively registered in SAM.gov at the time of quote submission and award will be considered. Quotes from vendors that are not actively registered in SAM.gov will be rejected as non-responsive.

G. **Review of the Solicitation:** Vendors shall read the entire solicitation, including all sections, attachments, specifications, and amendments, prior to submitting a quote. Vendors are responsible for ensuring that all requirements are addressed in their submission. The Government intends to make an award without discussions; however, the Government reserves the right to conduct discussions if determined to be in its best interest.

H. **Completeness of Quote:** The Government will evaluate only the information submitted. The Government will not make assumptions about vendor capabilities, technical approaches, or past performance not clearly documented in the quote. Vendors must provide complete, accurate, and detailed responses to all solicitation requirements. Failure to provide complete and compliant responses to the solicitation requirements may result in the proposal being evaluated as unacceptable and removed from further consideration from award.

I. Tiered Evaluation

The Government will evaluate quotations using a tiered comparative analysis approach. Quotations will first be considered within the highest priority socioeconomic tier identified in this solicitation. Within that tier, the Government will evaluate technical acceptability, past performance, and price in accordance with the stated evaluation criteria and will make a comparative assessment to determine whether award can be made at that level. If award cannot be made within that tier, the Government may proceed to the next tier and repeat the process. This approach preserves the tiered evaluation structure while allowing the Government to compare quotations within the applicable tier to determine the quotation that represents the best value. If the Government is unable to make an award after evaluating all applicable tiers, the Government reserves the right to cancel the solicitation, amend the solicitation, or resolicit as action determined to be in the best interest of the Government.

This requirement will be evaluated using a tiered approach in accordance with VAAR 815.101-370

1. SDVOSB concerns
2. VOSB concerns
3. Small Business concerns (HUBZone, 8(a), EDWOSB, and WOSB)
4. Other Small Business concerns that are not otherwise included in the above categories

J. PROPOSAL SUBMISSION REQUIREMENTS

Offerors shall submit proposals in three volumes:

<u>The organization of proposal volumes is for administrative convenience only and does not indicate the relative importance of any evaluation factor.</u>

Volume I – Price Proposal

- Signed SF 1449, Section 17(a), 30 (a-c),
- Completed Section 1 Continuation Sheet CLIN price schedule (Unit Price, Total)
- Include the following summaries: Base Sub-total, option years Sub-total and estimated grand total

Volume II – Technical Proposal

The technical proposal shall be specific to Elko National Cemetery. Generic, boilerplate, or non-site-specific proposals may be evaluated as Unacceptable.

The technical proposal shall not conflict with the PWS.

The Government does not expect offerors to restate or rewrite the Performance Work Statement (PWS).

Offerors shall provide a clear, concise description of how the work will be performed, focusing on execution, methodology, and site-specific considerations.

Note the Work Plan required in subfactor 2 addresses how the contractor will perform and manage daily operations, while the Grounds Management Plan required in subfactor 5 address how the contractor will maintain turf and landscape conditions over time through treatments and long term care strategies.

Technical Subfactor 1 – Turfgrass Management Plan

Provide a concise annual approach for maintaining turf to National Shrine standards.

The response shall:

- Describe overall turf maintenance strategy (mowing, fertilization, weed control)
- Explain how turf quality and uniform appearance will be maintained
- Identify key treatments or cycles (no need for full calendar-level detail)

Offerors are not required to provide a full agronomic schedule, but must demonstrate a clear and workable approach to maintaining healthy, uniform turf conditions. For the purpose of this evaluation, "healthy turf" is defined as turf that is predominately green, dense, and uniform in appearance, free of widespread discoloration, bare areas, weeds, disease, or pest damage, and maintained at the required height of cut.

Technical Subfactor 2 – Work Plan, Staffing Plan, Subcontractors, Equipment, Schedule

Provide a focused description of how the work will be performed, not a restatement of the PWS.
The response shall include:

- Approach to performing core services (burial support, grounds maintenance, cleanup)
- Staffing structure and roles (including Site Manager)
- Equipment types and how they support performance outcomes required my PWS
- Identify total estimated percentage of work to be subcontracted and describe how subcontractors will be integrated into contract performance

The response must clearly describe how the offeror will plan, coordinate, and execute the work, including the sequence of operations, staffing roles, equipment usage, and scheduling approach. The response must provide sufficient detail to allow the Government to evaluate the feasibility and effectiveness of the proposed approach.

Technical Subfactor 3 – Safety Plan
Provide a site-specific safety approach.

The response shall:

- Identify key safety risks associated with cemetery grounds maintenance services
- Describe how safety will be enforced during daily operations
- Identify Safety Officer and responsibilities

The response should demonstrate an understanding of operational safety, not general corporate safety statements.

Technical Subfactor 4 – Quality Control Plan

Provide a detailed and implementable quality control approach that demonstrates how contract requirements will be monitored and maintained.

The response shall:

- Describe inspection process and frequency for turf maintenance and headstone services
- Explain how deficiencies will be identified and corrected
- Identify the CQC Manager and responsibilities

The response must demonstrate a repeatable process for maintaining consistent quality, not general statements of intent.

Technical Subfactor 5 – Grounds Management Plan (GMP)

The offeror shall include a draft schedule of applications and treatments (e.g., fertilization, herbicides, pesticides) as part of the GMP sufficient to demonstrate the proposed approach to maintaining turf and landscaping conditions in support of contract requirements, including turf and grass maintenance, gravesite maintenance, irrigation system performance.

The response must clearly describe the frequency, general timing, and methodology of treatments to demonstrate the offeror's understanding of maintaining turf and landscape conditions in accordance with contract requirements.

The draft schedule is for evaluation purposes and shall reflect the offeror's methodology and understanding of the turf and grass maintenance, gravesite maintenance, irrigation system performance requirements.

The final schedule will be refined in coordination with the Government after award and incorporated into the approved GMP. The final schedule shall not materially deviate from the proposed approach without Government approval.

Volume III – Past Performance

Offerors shall provide a minimum of three (3) past performance references for contracts similar in scope performed within the last three (3) years from date of this solicitation. If the offeror does not have three (3) relevant contracts, the offeror shall clearly acknowledge this in their submission and provide an explanation of available experience in performing cemetery grounds maintenance services.

This submission requirement ensures the Government can accurately assess the depth, breadth, and consistency of the offeror's performance history and prevents assumptions regarding missing or omitted past performance information.

Provide past performance including:

- Contract number, value, and period of performance
- Scope and relevance
- Offeror's role
- Point of contact
- Do not submit marketing materials.

Offerors shall submit a completed Past Performance Questionnaire (PPQ) for each past performance reference provided. The PPQ shall be completed by the customer/end user familiar with the contractor's performance. PPQs not received by the closing date may not be considered in the evaluation.

(End of ADDENDUM to FAR 52.212-1)

ADDENDUM to FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

EVALUATION FACTORS

1. Technical Requirements (Pass/Fail)

A proposal will be rated Acceptable if it provides a clear and organized approach demonstrating the ability to successfully perform grounds maintenance services at the cemetery. A proposal will be rated Pass only if it:

- Addresses all subfactors
- Is site-specific
- Does not conflict with the PWS
- Demonstrates a clear and detailed approach for performing services in each subfactor

A proposal may be rated Fail if it:

- Is generic or boilerplate
- Lacks sufficient detail
- Omits required elements
- Contradicts the PWS
- Provides vague or generalized responses
- Fails to address core operational requirements

2. Past Performance

Past performance will be evaluated based on recency, relevance, and quality. Only past performance references for contracts performed within the last three (3) years from date of this solicitation will be considered.

The Government may consider - through CPARS, customer feedback, and documented issues - patterns of late performance, quality deficiencies, safety issues, failure to meet contract requirements, or ineffective corrective actions as indicators of increased performance risk.

Relevancy will be assessed based on how closely the prior effort matches the Fort Stevens National Cemetery requirement in scope, complexity, operational environment, and performance standards. Because this cemetery is very small in developed acreage, acreage alone will not control the relevance assessment. Greater weight will be given to contracts demonstrating similar burial support operations, headstone services, gravesite restoration, precision grounds maintenance in constrained spaces, reporting requirements, and performance in high-visibility or dignity-sensitive environments.

Rating	Definition
Very Relevant	Past performance effort involved **essentially the same scope** and complexity as this requirement. Effort included multiple core services such as interment or disinterment support, headstone setting or alignment, gravesite restoration, turf and grass maintenance, irrigation-related work, debris removal, and other recurring cemetery or memorial grounds services. Work required performance

	in a high-visibility, dignity-sensitive environment with strict appearance standards, frequent Government coordination, and precise execution in small or constrained developed areas.
Relevant	Past performance effort involved many of the core services required by this solicitation but **did not include the full range of cemetery operations** or did not involve the same degree of precision, coordination, or performance sensitivity. Effort may have involved institutional, memorial, park, campus, or similar grounds where appearance, scheduling, and recurring service requirements were important.
Somewhat Relevant	Past performance effort involved **limited portions of the required scope**, such as routine mowing, edging, debris removal, or general landscape maintenance, but did not demonstrate comparable burial support, headstone work, gravesite restoration, reporting discipline, or high-visibility performance requirements.
Not Relevant	Past performance effort **did not involve similar scope**, complexity, operational requirements, or performance standards. Examples include efforts limited to unrelated services or routine landscaping without comparable precision work, cemetery-related activities, or dignity-sensitive performance environments.

While relevance and recency determine how applicable past performance is to this requirement, performance quality is the primary driver of the Government's confidence assessment. Confidence rating reflect the Government's judgment of the likelihood that the offeror will successfully perform the Fort Stevens National Cemetery requirement, considering relevancy, recency, and performance quality, with performance quality as the primary driver.

For example, an offerors may have recent and very relevant past performance, but if that record reflects poor performance quality, the Government may assign a low confidence rating.

Rating	**Definition**
High Confidence	The offerors recent past performance record includes highly relevant or relevant efforts demonstrating **consistently strong quality, reliable schedule performance**, effective management, responsiveness, and successful execution of services comparable to this requirement, including precision work, recurring grounds maintenance, and performance in sensitive or high-visibility environments. The Government has a high expectation the offeror can successfully perform this requirement.
Some Confidence	The offerors past performance record demonstrates **generally successful performance** on efforts of moderate or mixed relevance, or on highly relevant efforts with only minor issues that were effectively corrected. The Government has a reasonable expectation the offeror can successfully perform this requirement.
Low Confidence	The offerors past performance record **includes performance concerns**, quality problems,

	schedule issues, safety issues, weak corrective actions, or inconsistent results that reduce the Governments expectation of successful performance, even where the underlying work is relevant to this requirement.
Neutral Confidence	The offeror **does not have a sufficient record of recent and relevant past performance** upon which to base a meaningful confidence assessment.

3. Price

Price will be reviewed for reasonableness and cost-effectiveness. Lower prices will be viewed more favorably, assuming all other evaluation factors are met.

BASIS FOR AWARD

Award will be made using a best value comparative analysis approach.

To be eligible for award, a proposal must first receive a Pass rating under the Technical Requirements factor. Proposals rated Fail will not be considered further.

Among technically acceptable proposals, the Government will evaluate Past Performance and Price, which are equal in importance:

Offerors demonstrating more relevant and higher-quality past performance will be viewed more favorably
Lower-priced proposals will be viewed more favorably

The Government will perform a comparative assessment of proposals to determine which offer represents the best overall value.

Where one proposal is superior in past performance and another is superior in price, the Government will determine which difference represents the greater value based on the totality of the evaluation.

The Government is not required to award to the lowest-priced offeror and may select a higher-priced proposal if it is determined to provide better overall value.

After consideration of all evaluation factors, the Government will make award to the responsible offeror whose proposal represents the best overall value to the Government.

(End of ADDENDUM to FAR 52.212-2)