



# **STATE OF NORTH CAROLINA**

**Department of Administration  
Office of Fiscal Management – Purchasing Section**

**Invitation for Bid #: 13-MS21354442**

**Cemetery Headstone Maintenance and Repair and Turf Renovation  
Sandhills State Veterans Cemetery**

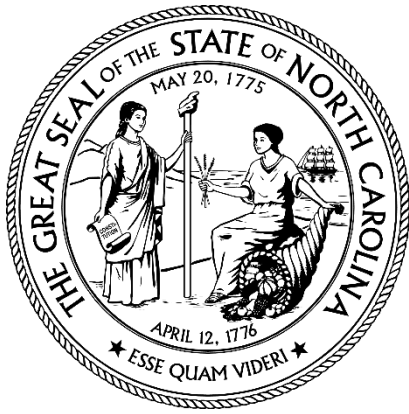
**Date Issued: July 6, 2018**

**Bid Opening Date: July 24, 2018**

**At 2:00 p.m. ET**

**Direct all inquiries concerning this IFB to:**

**Meredith Swartz  
Purchasing Officer  
Email: [Meredith.swartz@doa.nc.gov](mailto:Meredith.swartz@doa.nc.gov)  
Phone: 919-807-2464**



## STATE OF NORTH CAROLINA

### Invitation for Bids # 13-MS21354442

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For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so shall be sufficient cause to reject your bid.**

**ID Number:**

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Federal ID Number or Social Security Number

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Vendor Name

**EXECUTION**

**STATE OF NORTH CAROLINA**  
**Department of Administration**

<b>Refer <u>ALL</u> Inquiries regarding this IFB to:</b> <b>Meredith Swartz</b> <b>NC Department of Administration</b> <b>Fiscal Management – Purchasing Section</b> <b>919-807-2464</b> <u>Meredith.swartz@doa.nc.gov</u>	<b>Invitation for Bids # 13-MS21354442</b>
	<b>Bids will be publicly opened:</b>
	<b>Contract Type: Open Market</b>
	<b>Commodity No. and Description:</b> 936-20 - Cemetery Maintenance Services
	<b>Using Agency:</b> NC Division of Veterans Affairs (NCDVA)
	<b>Requisition No.:</b> RQ21354442

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for at least 90 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of DOA-Fiscal Management shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
 (Authorized Representative of the **DOA-Fiscal Management**).

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## 1.0 PURPOSE AND BACKGROUND

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The NC Division of Veterans Affairs (NCDVA) is seeking a qualified Vendor to perform Cemetery Headstone Maintenance and Repair at the Sandhills State Veterans Cemetery located at 8220 Bragg Blvd, in Fort Bragg, North Carolina. The scope of work included under this contract will consist of the following:

1. Raise and Realign Flat Headstones: Raise, Lower, Realign, Reset & Backfill Standard Flat Marble Headstones onto a new marker grid support system.
2. Clean Flat Headstones: Clean Standard Flat Marble Headstones.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION:** This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.5. BID QUESTIONS. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor's bid shall constitute a firm offer.* **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected.

### 2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	July 6, 2018
Hold Site Visit	State	Wednesday, July 11, 2018 @ 2:00 p.m.
Deadline to Submit Written Questions	Vendor	Monday, July 16th @ 2:00 p.m.
Provide Responses to Questions	State	Thursday, July 19th @ 4:00 p.m.
Submit Bids	Vendor	Tuesday, July 24th @ 2:00 p.m.
Contract Award	State	

## Mandatory Site Visit

Date: July 11, 2018  
 Time: 2:00 p.m. Eastern Time  
 Contact #: Diane Norris @ 919-356-0149

**Instructions:** It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit on July 11, 2018 @ 2:00 p.m. Attendees shall meet promptly at 2:00 p.m. Eastern Time at **Sandhills State Veterans Cemetery, 8220 Bragg Blvd, Fort Bragg, NC 28310**. All attendees shall sign in upon arrival. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN, NOR SHALL THEIR BID BE CONSIDERED. Late arrivals may be excluded from the meeting room until all on-time attendees have completed sign-in and the sign-in sheet secured. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow. On-time attendance will be strictly enforced.

The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Invitation for Bids. Vendors shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this bid.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bid, must be confirmed by written addendum before it can be considered to be a part of this bid.

## 2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to **bid.inquiry@doa.nc.gov** by the date and time specified above. Vendors will enter "IFB #13-MS21354442 – Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.6 BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

Refer to Section 2.7 BID CONTENTS for details on required content of submitted bids.

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
<i>BID NUMBER: 13-MS21354442</i> Attn: Meredith Swartz, Purchasing Officer Address: Department of Administration Office of Fiscal Management 1306 Mail Service Center Raleigh, NC 27699-1306	<i>BID NUMBER: 13-MS21354442</i> Attn: Meredith Swartz, Purchasing Officer Address: Department of Administration Office of Fiscal Management 116 West Jones Street, Room 2054, 2 <sup>nd</sup> Floor Raleigh, NC 27603

**IMPORTANT NOTE:** All bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of the method of delivery (including U.S. mail). **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid. **Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this IFB shall NOT be accepted.**

Vendors shall deliver to the address identified in the table above: one **(1) paper original**, one **(1) photo copy of original** and one **(1) electronic copy** (un-redacted) of its executed bid on CD, DVD or flash drive, and, if required for confidentiality, one (1) redacted electronic copy of your bid (with all marked proprietary and confidential Information Redacted) on a separate CD, DVD or flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, above. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, shall be capable of being copied to other media and shall be readable by the standard software application appropriate for each format.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's bid(s).

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.



## 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
- b) Demonstration of Vendor's Experience and References, Section 4.4 and 4.5
- c) Completed version of ATTACHMENT A: PRICING FORM
- d) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) Completed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #\_\_\_ for (*name of Vendor*)". Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACTOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.
- d) **CONTRACT LEAD:** Representative of DOA-Fiscal Management identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer The Contract for the State.
- e) **DOA:** Department of Administration
- f) **NCDVA:** North Carolina Division of Veterans Affairs
- g) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the State conducts electronic procurement.
- h) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- i) **IFB:** Invitation for Bids.
- j) **LOT:** A grouping of similar products within this IFB.
- k) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- l) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- m) **SERVICES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.

- n) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- o) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- p) **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture, Department of Commerce, Department of Cultural and Natural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- q) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- r) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated and award or awards will be based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the goods or Services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in bids received.

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information

authorized or initiated by the issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

### 3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

**The State will conduct an evaluation of Bids, as follows:**

Bids will be received from each responsive Vendor in a sealed envelope or package.

All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the package containing the bids from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At its option, the State may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider—for purposes of evaluating proposed or actual contract performance outside of the United States and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture

- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

### **4.1 CONTRACT TERM AND WORK PLAN**

The Contract shall have an initial term of (1) one year, beginning on the date of contract award (the "Effective Date"). All work under this contract shall be completed within this contract term.

#### WORK PLAN

Vendor is to submit with its proposal its technical approach to complete this project. The work plan shall include a detailed timeline of how the Vendor plans to complete each task listed within the scope of work of this IFB. The work plan must include all of the specifications listed in Sections 5.2.1.4 EARTHWORK WORK PLAN SPECIFICATIONS

### **4.2 PRICING**

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in Bid.

### **4.3 INVOICES**

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

### **4.4 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina as describe in this IFB.

#### 4.5 REFERENCES

Vendor must provide three (3) references for clients where Services were performed in the past three (3) years. The State may contact one or more or all of these clients to determine the Services provided were substantially similar in size and scope to those proposed herein and the Vendor's performance was satisfactory.

Information obtained may be considered in evaluation of the bids.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

#### 4.6 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

#### 4.7 BONDS

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law. (See Attachment G BID BOND FORM)

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

#### 4.8 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

#### 4.9 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

## 4.10 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services shall possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor shall serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Services and other deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## 5.0 SCOPE OF WORK

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### 5.1 GENERAL REQUIREMENTS

#### 5.1.1 SUMMARY OF WORK:

- a. The Contractor gaining award shall provide all personnel, management, supplies, transportation, equipment and supervision necessary to perform and complete all work to construct a Marker Grid Support System that includes, but not limited to: excavation and backfill, marker identification tagging, marker handling, marker re-installation with leveling sand, marker cleaning, turf, and restoration work. The awarded contractor shall cover a period from date of award through 365 days from date of award. Performance shall be in accordance with the requirements, conditions, terms and representations contained in this solicitation.
- b. One of the most important considerations in erecting or emplacing a headstone or marker is that of precision in alignment. Much of the beauty that exists or should exist in a veterans cemetery is the direct result of perfectly aligned headstones and markers. It only takes one headstone or marker out of alignment to spoil the appearance of an entire row, and thereby, the appearance of the entire section. The appearance of the finished work shall be gravesite section(s) that shall be contoured grass landscape, with headstones and the headstones aligned with each other in the vertical, horizontal, lateral and diagonal directions within the tolerances specified herein. It is critical that existing conditions are surveyed and contours adjusted as necessary and approved by the NC Division of Veterans Affairs (NCDVA), Owner's Representative, Ronnall K. Whitfield, to produce such an appearance. Failure to achieve this finished work will be basis for accepting or not accepting the finished work.
- c. All work to complete a single gravesite and the immediate surrounding turf in accordance with the drawings and specifications. Immediate surrounding turf is that turf that begins at the gravesite and runs up to the adjoining gravesites, section boundaries, fences, curbs, sidewalks, garden or tree lines and as further defined on the drawings. Awards will be made based on entire "Row or "Rows" of gravesites and may contain Government Flat Markers as defined herein. A single "Row" of gravesites is defined as an

array of continuous gravesites that begins and ends at the limits of a single section. The number of actual gravesites in each row may and does vary.

#### 5.1.2 BURIAL SECTION DATA:

Section	Gravesites	Approximate Gravesite Size (feet)	Headstone Type
1A	189	5 x 10	Flat
1B	189	5 x 10	Flat
1C	195	5 x 10	Flat
1D	196	5 x 10	Flat
2A	184	5 x 10	Flat
2B	194	5 x 10	Flat
2C	177	5 x 10	Flat
2D	190	5 x 10	Flat
2E	197	5 x 10	Flat
2F	19	5 x 10	Flat
3A	181	5 x 10	Flat
3B	186	5 x 10	Flat
3C	181	5 x 10	Flat
3D	190	5 x 10	Flat
4A	166	5 x 10	Flat
4B	195	5 x 10	Flat
4C	195	5 x 10	Flat
4D	197	5 x 10	Flat
8A	1066	3 x 3	Flat
8B	188	5 x 10	Flat
8C	194	5 x 10	Flat
9	250	4 x 8	Flat
10A	193	5 x 10	Flat
10B	645	3 x 3	Flat
10C	190	5 x 10	Flat
10D	194	5 x 10	Flat

#### 5.1.3 THE NCA MISSION:

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

#### 5.1.4 DESIGNATED CONTRACTING OFFICER'S REPRESENTATIVE (NCDVA REPRESENTATIVE):

- a. The NC Division of Veterans Affairs Contact Person is Ronnall K. Whitfield who is also designated as the Owner's Representative and can be reached at 984-204-8327. NCDVA Representative will make periodic site visits but will NOT be onsite on a daily basis. The NCDVA's "authorized onsite designee" to observe work progress is Leslie Eubanks, Cemetery Superintendent at the Sandhills State Veterans Cemetery and can be reached at the cemetery administration building or at 910-436-5630.
- b. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact Leslie Eubanks, Cemetery Superintendent, Sandhills State Veterans Cemetery in the absence of the NCDVA Representative or his designee. Leslie Eubanks will then contact the NCDVA Representative or take appropriate action.

#### 5.1.5 CEMETERY LOCATION:

The services will be performed at one (1) location: Sandhills State Veterans Cemetery, 8220 Bragg Blvd, Fort Bragg, NC 28310, Phone: 910-436-5630, FAX: 910-436-5727. Note: Cemetery mailing address is Sandhills State Veterans Cemetery, P.O. Box 39, Spring Lake, NC 28390.

#### 5.1.6 CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS:

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

#### 5.1.7 CONTRACTOR DUTIES:

- a. Contractor Superintendent: A competent and experienced Contractor Superintendent shall be provided by the Contractor for not less than two (2) hours a day whenever work is being performed - other than trash and debris pick-up. In the absence of the Superintendent, the Contractor will appoint a crew foreman or an employee who will be responsible to insure that the work is being accomplished in an expeditious manner, is performed in accordance with the contract specifications and that the work will progress without undue delay. The Contractor Superintendent must have not less than three (3) years experience as a direct supervisor of a commercial service operation that included surveying, soil excavation, and site construction in industrial, commercial or public sites. The Contractor Superintendent 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.
- b. Work Hours: Work may be performed between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except for Holidays, unless otherwise directed by the NCDVA Representative. At Contractor request and with the written permission of the NCDVA's Representative, work will also be permitted to be scheduled for weekends and/or Holidays. When emergency situations, that are caused by the Contractor or severe adverse weather prohibits work during the week, then he/she may seek approval from the NCDVA's Representative to work on weekends in order to meet the period of performance. The Government shall not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified project duration time frame. No work will be permitted on Veterans Day and Memorial Day and the two days immediately prior to Memorial Day for preparation. Notwithstanding, if any work under this contract will be performed outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday), then Contractor shall notify the NCDVA's Representative at least 48 hours in advance.
- c. After Normal Hours On-Call/Emergency Situations: The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the NCDVA's Representative(s). The point-of-contact shall be available on a 24-hour basis including during weekends, Federal Holidays and after normal hours of



operation. The Contractor is to provide phone, pager and cell phone numbers for emergency and/or after hours situations. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.

- d. The Contractor shall be required to report on a daily basis to the Cemetery Director or NCDVA's Representative at the main office of the Sandhills State Veterans Cemetery. Contractor shall log in and obtain funeral and/or special schedules as defined herein. This check in is mandatory. The contractor shall provide an anticipated work schedule on a daily basis or as agreed upon with the Cemetery Director or NCDVA's Representative, and to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. The contractor shall document services performed and provide information to the NCDVA's Representative as required during specific time frames. 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 site manager can thus assign tasks accordingly 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 NCDVA's Representative(s) may then assist in doing so. Daily meetings shall be at an agreed upon time between the NCDVA's Representative and the Contractor.
- e. A list of scheduled ceremonies will be provided the week prior to the event, and a list of scheduled funerals will be provided daily. The Contractor is solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor is solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the NCDVA's Representative(s). The Contractor shall meet with the NCDVA's Representative or authorized designee, at the end of each day to determine work completed and ensure that work is on schedule.
- f. The Contractor's performance and progress on this contract will be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes the weekly work schedules needed to systematically accomplish the contract work over the duration of the project. In instances where the NCDVA's Representative determines that the work is behind schedule, he will notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the State in order to achieve completion of the contract work within the specified timeframe.
- g. Where work conflicts with existing utility/service lines (above ground/below ground), the corresponding utilities company and the NCDVA's Representative shall be notified and the Contractor shall obtain any necessary permits/ blue prints and cooperate with the utilities company/cemetery staff to avoid any damage or liability, and provide a safe work environment for his/her employees. Contractor is responsible for damages to utilities, above and below ground.
- h. The Contractor is responsible to ensure that all work shall be done in a manner that safeguards all visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- i. Damage to State property: The Contractor shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc, which are chipped, marred, damaged and/or ruined at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer Representative (NCDVA's Representative) prior to repair/replacement/installation.
  - (1) The Contractor shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures headstones, and monuments at the end of each workday. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals are to be used at anytime 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 NCDVA's Representative prior to washing/cleaning.

- (2) At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government shall not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place his/her trash receptacle dumpsters in the NCDVA's Representative approved "Contractor Staging Area".
- j. Adequate warning devices, barricades (orange construction fence), guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area. All open and unattended holes in the ground must be covered with plywood and/or barricaded for pedestrian safety. All work areas will be secured with barricades (orange construction fence) at the end of each work day.
  - k. The State may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it shall be provided by the NCDVA's Representative(s). The Contractor is responsible for reporting to the NCDVA's Representative(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the NCDVA's Representative(s) to resolve the issue.
  - l. The Contractor (including his or her employees, subcontractors, consultants or the like shall not operate trucks, tractors, and other heavy equipment on any turf area except as provided in this contract to perform work or as authorized by the NCDVA's Representative. The Contractor will be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the government.

#### 5.1.8 WORK ENVIRONMENT

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

#### 5.1.9 CONTRACTOR-FURNISHED ITEMS:

- a. The Contractor is responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract.
- b. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract.
- c. Contractor Staging Areas: Primary staging area is to be located on the cemetery road adjacent to the section(s) being renovated and a secondary staging area shall be where approved by the NCDVA's Representative. The Contractor is to install a 6' high chain link fence with gates around this entire area for duration of the work in those sections. Contractor shall base operations out of these staging areas, using it for materials, equipment storage, administration, employee toilets, trash dumpster area, employee

parking, employee lunch/break area, etc. After completion of project work, Contractor is to remove fencing and restore area back to original condition.

- d. The Contractor is responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- e. **ELECTRICITY:** In case the Contractor requires electricity while in performance of this contract, the Contractor shall provide and utilize portable generators as necessary to complete the work. If Contractor hookup to Sandhills State Veterans Cemetery electrical distribution system is approved by NCDVA's Representative, the Contractor is to provide all necessary connections and complete connection work in accordance with NEC requirements, and at no cost to the Government.
- f. **WATER:** Water will only be made available via Contractor connection to existing Cemetery water system in existing locations where connection is available, and for purposes of this contract only. The Contractor is responsible for making connections to this water supply in accordance with local requirements. Coordination and approval of NCDVA's Representative required. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained. In locations where Cemetery water system is not readily available, the Contractor shall provide and utilize portable water tanks and/or water trucks as necessary to transport water to areas where needed in order to complete the work required by this contract, at no cost to the Government.
- g. The Contractor shall provide his/her own **REFUSE FACILITIES**, and these shall only be located in the NCDVA's Representative approved "Staging Area". Do not place dumpsters or refuse facilities in any other location at the cemetery other than the approved staging area. The contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the NCDVA's Representative(s). The Government shall not provide receptacles for disposal of debris as a result of the services provided under this contract. In case of Hazardous Materials contractor is required to obtain required disposal permits from the State regulatory agency.
- h. The contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the NCDVA's Representative approved Contractor Staging Area only. It will not be permissible to locate portable toilet facilities in any other locations throughout the cemetery. The use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract.
- i. **IDENTIFICATION, PARKING, SMOKING, AND STATE REGULATIONS:** The Contractor's employees shall wear visible identification at all times while on the premises of the Cemetery. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The Cemetery will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking is prohibited inside any buildings at the Cemetery. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of State regulations may result in citation answerable in the state or local district not municipal court.
- j. **ORIENTATION FOR CONTRACTOR EMPLOYEES:**
  - (1) The Contractor will be responsible to ensure that Contractor employees coming to the work site will receive complete information on each of these subjects;
    - (a) Fire and Safety,
    - (b) Project Work Schedule,
    - (c) Rules Pertaining To Workers,
    - (d) General Parameter Job Related Issues,
    - (e) Disaster procedures,
    - (f) All technical requirements of the project.
  - (2) The Contractor will be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.

#### 5.1.10 CONTRACTOR CONDUCT: (Contractor personnel shall)

- a. Be required to adhere to the following standards of dress, conduct, supervision and training while performing work on State property. It shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. Contractor

management shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices.

- b. Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable. The Contractor shall maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. If uniforms are used, they must be in unison among all employees.
- c. The Contractor/personnel shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at anytime on Government premises. Playing radios and/or electronic games/devices is prohibited. Due to the sensitive mission of the cemetery, Contractor employees will come into daily contact with grieving individuals, therefore Contractor employees will exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to cemetery staff. Gratuities of any kind are strictly prohibited.
- d. Consume food and beverage only within areas designated by the NCDVA's Representative(s). Intoxication, and violence or criminal acts of any kind will not be tolerated - and is cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs is strictly prohibited, and use of tobacco products is only allowed in specific areas designated by the NCDVA's Representative.
- e. Contractor employees shall only take breaks/rest periods and lunch breaks at the Contractor Staging Area, not in the field. Workers are to utilize contractor provided temporary chemical toilet facilities located only in the Contractor Staging Area. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
- f. Worker parking: All Contractor employees are to park only in the NCDVA's Representative approved Contractor Staging Area identified for this project. Workers are not allowed to park throughout the cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
- g. The Contractor shall be responsible to ensure that his/her employees (including contractor's consultants, subcontractors, etc.) are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.

#### 5.1.11 LABOR FORCE AND EQUIPMENT:

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

#### 5.1.12 SAFETY:

Matters related to safety, and any actions of the Contractor, must meet all safety requirements of Sandhills State Veterans Cemetery's Safety Officer, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Sandhills State Veterans Cemetery.

#### 5.1.13 THE STATE'S RESPONSIBILITIES:

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

#### 5.1.14 PHASING AND WORK SEQUENCING:

Contract work is to be accomplished in a sequenced manner, with work limited to occurring in no more than ten (10) rows and a total of 250 gravesites at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent rows until such time that work has been completed in prior areas. Submit proposed project work schedule sequence for NCDVA's Representative review and approval prior to start of project.

#### 5.1.15 HISTORIC PRESERVATION:

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

#### 5.1.16 SPECIAL CONTRACT REQUIREMENTS:

- a. FIRE SAFETY:
  - (1) Applicable Publications: Publications listed below form part of this Article to the extent referenced. Publications are referenced in text by basic designations only.
    - (a) American Society for Testing and Materials (ASTM)
    - (b) National Fire Protection Association (NFPA):
    - (c) 10-1998 Standard for Portable Fire Extinguishers
    - (d) 70-1999 National Electrical Code
- b. Occupational Safety and Health Administration (OSHA)
  - (1) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
  - (2) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1910. Prior to start of work, prepare a plan detailing service-specific fire safety measures, including periodic status reports and submit to NCDVA's Representative for review.
  - (3) Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
  - (4) Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet). Locate only in staging area where approved by NCDVA's Representative.
  - (5) Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1910, NFPA 241 and NFPA 70. If temporary electrical is required, the contractor shall notify the NCDVA's Representative prior to use of Temporary Electrical Services.
  - (6) Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads.
  - (7) Fire Extinguishers: Provide and maintain extinguishers in service areas and temporary storage areas in accordance with 29 CFR 1926, 29 CFR 1910, NFPA 241 and NFPA 10.
  - (8) Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1910, NFPA 241 and NFPA 30.
  - (9) Smoking: Smoking is prohibited except in designated smoking areas.

#### 5.1.17 OPERATIONS AND STORAGE AREAS:

- a. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the NCDVA's Representative or Contracting Officer. The Contractor

shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. It is understood that the State shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.

- b. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the NCDVA's Representative and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- c. The Contractor shall, under regulations prescribed by the Contracting Officer or NCDVA's Representative, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the NCDVA's Representative or Contracting Officer. Vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- d. Working space and space available for storing materials is to be where approved by NCDVA's Representative in the Contractor's "Staging Area".
- e. Contractor personnel are subject to the rules of the Cemetery applicable to their conduct.
- f. Execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of service materials, debris, standing service equipment and vehicles at all times.
- g. Do not store materials and equipment in other than assigned areas.
- h. Fence: Before work operations begin, Contractor shall provide a chain link fence, six feet minimum height, around the staging area. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade.
- i. Utilities Services:
  - (1) No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of NCDVA's Representative.
  - (2) The contractor shall not interrupt irrigation to areas not "currently" being renovated. If necessary, the contractor shall cap off, run by-pass lines or manually irrigate as necessary, as to not affect areas not currently being renovated.
  - (3) Contractor shall submit a request to interrupt any such services to NCDVA's Representative, in writing, a minimum of 48 hours in advance of proposed interruption. Request shall include the reason, date, exact time of, and approximate duration of such interruption.
  - (4) Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of Cemetery. Interruption time approved by NCDVA's Representative may occur at other than Contractor's normal working hours.
- j. To minimize interference of service activities with flow of Cemetery traffic, comply with the following:

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

#### 5.1.18 INSPECTIONS AND SURVEYS:

- a. PROFESSIONAL SURVEYING SERVICES - A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall be used for layout control of work and to restore any grave section corner monuments that may be disturbed as a result of the Contractor's performance of the contract work.
- b. Survey: Before any work is started, the Contractor shall make a thorough digital video survey with the NCDVA's Representative of areas in which contract work occurs and areas of anticipated routes of access, etc., and provide a copy to the NCDVA Representative. This digital video survey shall include:
  - (1) Existing conditions at site. Use a video camera to survey and document existing conditions prior to start of work. Contractor is to provide the digital video camera and memory media for this purpose. The Contractor shall turnover one copy of the completed video survey data to NCDVA's Representative prior to starting work.
  - (2) Re-Survey: At the final inspection and acceptance the Contractor and NCDVA's Representative together shall make a thorough re-survey of the areas where contract work occurred. Re-survey report shall list any damages caused by Contractor's workmen in executing work of this contract.
- c. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
- d. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the NCDVA's Representative, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.
- e. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the NCDVA's Representative of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- f. Refer to Articles, "Inspections and Surveys", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.

#### 5.1.19 RESTORATION:

- a. Contractor shall remove, cut, alter, reinstall, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, do not disturb any water, steam, gas, or electric services without prior

approval of the NCDVA's Representative or Contracting Officer. Existing work to be completed and that is found to be defective in any way, shall be reported to the NCDVA's Representative before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original service, except as otherwise shown or specified.

- b. Upon completion of contract, deliver work complete and undamaged. Existing cemetery features (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.
- c. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen/subcontractors to existing cemetery infrastructure.
- d. Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause containing reference "CHANGES" (FAR 52.212-4).
- e. The Contractor shall be responsible for replacement of any headstones or marker, which is chipped, marred, or damaged at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the attention of the NCDVA's Representative prior to replacement or reinstallation.

#### 5.1.20 LAYOUT OF WORK:

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

#### 5.1.21 AS-BUILT DRAWINGS

Not required

#### 5.1.22 CONTRACTING OFFICER'S REPRESENTATIVE (NCDVA'S REPRESENTATIVE):

The NCDVA's Representative responsibilities will include, but not be limited to surveillance of services required under this contract; determining the adequacy of Contractor performance according to the specifications of this contract; acting as the Government's representative; ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any contract issues. The NCDVA Representative cannot authorize deviations from the specifications and requirements of this contract. In the event the Contractor deviates without approval from the CO, such deviation shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor. The NCDVA's Representative designated for this proposed contract will be appointed in writing by the CO.

#### 5.1.23: DISPOSAL OF HAZARDOUS WASTE:

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

#### 5.1.24 METRIC CONVERSIONS:

Any measurements stated in this specification or in any documents associated with the proposed contract as normally used inch-pound units can be converted to metric units providing they fall within the tolerances specified



using conversion tables contained in the latest revision of Federal Standard No. 376. Any measurements only given in inch-pound units are not meant to be restrictive. If the General Requirements require replacement of parts to be included as part of the contract and a product (part) is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request should be made to the Contracting Officer to determine if the product is acceptable.

#### 5.1.25 GENDER:

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

#### 5.1.26 SALES OF COMPANIES OR NAME CHANGES:

The Contractor, gaining award of the contract, will notify the Contracting Officer (Attn: NC Division of Veterans Affairs, 413 N. Salisbury Street, Seaboard Building, Raleigh, NC 27603), in writing immediately upon entering an agreement (either oral or written) to sale or transfer all or part of its stock or other ownership interest to any other party. This Contractor shall also, contact the Contracting Officer immediately in writing (at the above referenced address) in the event a company name change shall happen, with information as to the reasons and/or determinations causing this action.

## **5.2 EARTHWORK**

### **PART 1 - GENERAL**

#### 5.2.1.1 DESCRIPTION OF WORK

This section includes the requirements for earthwork including, but not limited to, the following:

1. Site preparation.
2. Excavation.
3. Foundation Base Aggregate.
4. Filling and backfilling.
5. Grading.
6. Soil Disposal.

#### 5.2.1.2 DEFINITIONS

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

#### 5.2.1.3 RELATED WORK

Protection of existing utilities, fire protection services, existing equipment, roads, and pavements: Section 5.1 GENERAL REQUIREMENTS.

#### 5.2.1.4 EARTHWORK WORK PLAN SPECIFICATIONS

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

#### 5.2.1.5 APPLICABLE PUBLICATIONS

- a. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
- b. American Society for Testing and Materials (ASTM):
 

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

#### 5.2.1.6 UTILIZATION OF EXCAVATED MATERIALS

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

### **PART 2 – PRODUCTS**

#### 5.2.2.1 MATERIALS

- a. Foundation Base Aggregate shall be ¾ inch in conformance to ODOT SS-2630 [or CalTrans equivalent specifications.]

- b. Leveling Sand shall be Sand for Mortar in conformance to ODOT SS-2690 [or CalTrans equivalent specifications].

### **PART 3 – EXECUTION**

#### **5.2.3.1 SITE PREPARATION**

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

#### **5.2.3.2 EXCAVATION**

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

#### **5.2.3.3 SUBGRADE PREPARATION**

- a. Ground surface on which fill is to be placed shall be cleared of vegetation.
- b. The subgrade shall be shaped to lines, grades, and sections shown on the Construction Drawings, and compacted as specified. Soft or otherwise unsatisfactory material shall be removed and replaced with satisfactory excavated material or other approved material as directed. Existing low areas and those resulting from removal of unsatisfactory material shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped and compacted as specified.

- c. All subgrade areas shall be moisture conditioned and compacted to not less than 90 percent compaction in accordance with ASTM D2922.
- d. If the Contractor excavates below the lines and grades indicated on the Construction Drawings, Contractor shall place fill to elevate these areas back to grade at no cost to the Government.
- e. The prepared subgrade surface shall be reasonably smooth, free of holes, depressions greater than 3 inch deep, or protrusion extending above the surface more than 3 inch. No overlying materials shall be placed until the subgrade has been checked and approved. The subgrade surface shall be protected and restored if damaged.

#### 5.2.3.4 FOUNDATION BASE AGGREGATE

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

#### 5.2.3.5 FILL AND BACKFILL

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

#### 5.2.3.6 GRADE TOLERANCE

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

#### 5.2.3.7 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL

- a. Remove from site and legally dispose trash and debris.
- b. Remove from site and legally dispose excess soil after all fill and backfill operations are completed.

#### 5.2.3.8 CLEAN UP

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

### **5.3 HEADSTONE ALIGNMENT AND CLEANING**

#### 5.3.1 HEADSTONE CARE AND HANDLING

**TO ENSURE THE ACCURACY OF HEADSTONE AND MARKER PLACEMENT DURING THE RAISE AND REALIGNMENT PROJECT, THE FOLLOWING PROCEDURES WILL BE FOLLOWED BY NC DIVISION OF VETERANS AFFAIRS PERSONNEL, CEMETERY PERSONNEL AND CONTRACTING OFFICER'S REPRESENTATIVE (OWNER'S REPRESENTATIVE) BEFORE THE RAISE & REALIGNMENT PROCESS BEGINS**

The NC Division of Veterans Affairs will provide the cemetery with the correct Gravesite Layout Map(s) prior to beginning the Raise & Realign (R&R) project. The Contracting Officer Representative (OWNER'S REPRESENTATIVE) or cemetery director/designee as listed in the official contract documents shall conduct an

initial gravesite verification survey prior to the (R&R) of any headstone or marker in a veterans cemetery. The OWNER'S REPRESENTATIVE will obtain a copy of the Burial Register Report from the Burial Operation Support System (BOSS) and current gravesite layout map(s) obtained from the NC Division of Veterans Affairs for the verification survey. The Burial Register Report and gravesite layout map(s) will be used to verify the section, row, grave number, first and last name of each decedent and the condition of the headstone/marker included in the scope of work (SOW). All inconsistencies will be researched, discussed and resolved with the NC Division of Veterans Affairs Director prior to the R&R of any headstone or marker. Upon completion of the verification survey and corrective actions as necessary, the OWNER'S REPRESENTATIVE shall certify the survey by signing the Headstone/Marker Raise & Realign Verification Survey sheet. A copy of the signed Headstone/Marker Raise & Realign Verification Survey sheet shall be forwarded to the Contracting Officer (CO) which will be incorporated into the contract files; a copy of the survey will be maintained by the cemetery. Additional copies of the survey will be retained by the OWNER'S REPRESENTATIVE for the official contract files. The CO will give the approval to begin the project.

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

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

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

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

#### **5.3.2 INITIAL HEADSTONE SURVEY FORM**

See Appendix A for Form.

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

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

#### **5.3.3 FLAT MARKER REMOVAL, RESETTING AND BACKFILL REQUIREMENTS:**

- a. Standard Flat Markers are approximately 12- inches long, 24-inches wide, 3 to 4-inches thick, approximate weight: 120-pounds
- b. Overview: This subsection outlines Flat Marker realignment requirements. Raise, Lower, Realignment, Reset, and Backfill services consist of extracting, resetting, aligning, backfilling and tamping/compacting flat markers 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. The Contractor shall provide all supervision,

professional advice/guidance, labor, parts, materials, equipment, and personnel necessary to provide the services defined herein.

- c. Phasing and Work Sequencing: All work shall be accomplished in a sequential manner, with work limited to no more than 250 gravesites (Flat Marker gravesites combined.) at any given time in order to minimize overall disruption to the cemetery. Work cannot begin in subsequent burial section areas until such time that all work, including turf renovation, has been completed in the current burial section areas. The Contractor shall submit a proposed "Project Work Schedule Sequence" to the OWNER'S REPRESENTATIVE for review and approval prior to start of project.
- d. Flat Marker Specifications: Raise, lower, realign, reset, backfill, and cleaning of flat markers shall be accomplished as follows:
- (1) Before flat markers are removed from the soil, their locations shall be inspected and verified. See Record Keeping and Recording requirements both above & below in this document; all apply. Flat Markers will be removed, inventoried, handled, moved, stored and reset in a dignified manner and to protect and prevent any damage. Before Flat Markers are moved to complete required work, each end of the row shall have a temporary control pin marker placed by a registered surveyor, and contractor shall create an as-built map showing specific location of each individual Flat Markers by actual number and name in order to facilitate precise Flat Markers reinstallation in the correct location.
  - (2) The measurements between rows of flat marker, flat markers and flat marker flat markers within each row may differ from one section to the next. Discuss this issue with the OWNER'S REPRESENTATIVE where this is found to occur. These measurements shall be adhered to as closely as possible. Some variances may be allowed in order to keep a uniform appearance of flat markers being aligned. Markers shall be accurately and precisely reinstalled on the correct gravesites with the use of temporary grave plotting maps, existing permanent control markers where available, with temporary contractor installed control markers accurately and precisely installed at the ends of each gravesite row.
  - (3) The contractor shall pull the flat markers from the flat marker sockets and carefully store the markers on each associated gravesite. A continuous 4" deep x 1'-6" wide trench shall be dug under each flat marker flat marker row beginning at the edge of the first flat marker and continuing until reaching the far edge of the last flat marker in the same row to accept plastic support grid (1). Over excavate the soil directly below each flat marker to a full 9" depth, and then backfill this same area (directly below each flat marker) with 5" min thickness of moistened Crushed Limestone Base Material (graded aggregate sizes ranging from crushed powder fines up to 3/8" maximum) heavily tamped to full compaction and leveled for the required alignment of the flat markers. See Flat Marker Installation Details on drawings.
  - (4) After heavily tamping and compacting the soil in the bottom of the 4" depth continuous trench, install 1'-6" wide continuous strip of plastic support grid along the entire length of each flat marker row beginning at the edge of the first flat marker and continuing until reaching the far edge of the last flat marker in the same row. If material shall be spliced, this shall be done in accordance with the manufacturer's instructions. Directly underneath each flat marker, backfill the voids of the plastic support grid with moistened crushed limestone base material (graded aggregate sizes ranging from crushed powder fines up to 3/8" maximum) to fill the 1" high rings and all spaces between the rings, and compact this material into place. Top elevation of the filled plastic support grid material shall be the base for the flat markers. Backfill clean topsoil into the remaining areas of plastic support grid located in the trenches between the flat markers and firmly compact this material into place. Remaining trench areas around and between all flat markers from top of the plastic support grid surface to top of ground surface shall be filled with 3" minimum clean topsoil compacted firmly into place so that settlement shall not occur.
  - (5) Flat markers shall be reset to a depth so that the top surface of the flat marker is 1" above grade in accordance with NCA standards. All measurements and string line set-ups shall be taken from established section control markers and/or from temporary control markers installed by the contractor around the

section and at the end of each grave row, not from previously set flat markers, unless otherwise directed by the Owner's Representative. All measurements shall be made in ascending grave number order. All markers in flat terrain shall be leveled laterally and transversely using a bubble level. In rolling terrain where sloping ground conditions exist, all flat markers shall be set with top surface at proper heights and levels to provide a uniform flowing transition through the rolling terrain. Markers shall be accurately and precisely reinstalled on the correct gravesites with the utilization of temporary grave plotting maps, existing permanent control markers where available and temporary contractor installed control markers accurately and precisely installed at the ends of each gravesite row. Flat markers shall be set in a line laterally, transversely, and diagonally with flat markers of other graves. All measurements and string line set-ups shall be taken from established section layout control markers, not from previously set flat markers, unless otherwise directed by the OWNER'S REPRESENTATIVE. All line set-ups shall be secured to retain proper alignment even in windy conditions. All measurements shall be made in ascending grave number order. After all work has been completed, the flat markers in all soil and terrain conditions shall be held firmly in place by the compacted soil and crushed limestone base so that the flat markers are rigid with no give, play, or movement when subjected to forces by the OWNER'S REPRESENTATIVE.

- (6) The realignment crew starts on a row of flat markers close to the center of the section to be realigned. Markers are chosen to be "key" stones. These keystones are ones that are visibly in line with the majority of the rest of the markers in the row, and are as close as possible to the proper measurements for that section of markers. "Key" stones shall be chosen and utilized at a maximum of every 10th marker (or more frequently in areas of rolling terrain). These keystones are then aligned by leveling front and back and side-to-side, and raised or lowered to a final concrete base (if required at the cemetery) elevation height at grade with topsoil level.
- (7) At the start of work in each burial section, the first row of reset/realigned flat markers in each burial section will be inspected by OWNER'S REPRESENTATIVE for appearance, spacing, depth, alignment, plumbness, height, accuracy, and smoothness in grade transition. No further setting of flat markers shall be done until this first row has been inspected and accepted by the OWNER'S REPRESENTATIVE. It is the Contractors responsibility to notify the OWNER'S REPRESENTATIVE 24 hours in advance of when each of these inspections will be needed.
- (8) Heavy strings or lines shall run along the side and top edges of the keystones. These lines are marked with the proper measurements- (size of section) for the section being aligned. All remaining flat markers in the row are then aligned along the strings front to back and side-to-side even with the measured marks on the line. Each flat marker shall be adjusted front to back and side-to-side keeping the back of the flat marker along the string and the side of the flat marker along the measured mark. Maximum vertical, lateral, and transverse tolerance of any flat marker off the alignment string lines and/or marks shall be 1/8", or less. Each flat marker shall be raised or lowered as necessary to be right at topsoil level subject to the top string slopes required for the markers to flow with the sloping terrain. The flat marker shall then be aligned along the string front to back and side-to-side even with the measured mark on the line. The flat marker shall be leveled and plumbed front to back and side-to-side keeping the back of marker along the string and the side of the marker along the measured mark.
- (9) The alignment of the flat markers shall be checked frequently during this process to ensure that the marker is not out of level or off the mark on the line. This process of raising and realigning is repeated for each row of markers. Flat markers in all completed work areas shall be firmly set and anchored in place with no movement from forces subjected by the OWNER'S REPRESENTATIVE.

*(Note 1) Grasspave, Marker Grid or approved equal are acceptable plastic support grid products.*

*Grasspave is made by Invisible Structures, Inc, 20100 East 35th Drive, Aurora, Colorado, 80011. Marker grid is made by Nursery West Corporation, 11463 Broadacres Road, NE, Hubbard, OR 97032.*

#### 5.3.4 PRIVATE HEADSTONE REMOVAL, RESETTING, AND BACKFILL REQUIREMENTS:

##### a. WORK OVERVIEW;

- (1) Private headstones are of varying materials, size and shape. The contractor shall inspect all private headstones to determine effort required in performing their realignment prior to submitting a bid.
- (2) This subsection outlines Private Headstone Removal, Resetting and Backfill services, defined as: work consisting of extracting, removal of concrete footing, resetting, aligning, backfilling, and compacting at headstones that are to be reset in the new marker support grid, as well as inventorying and assuring accurate placement on gravesites. The Contractor shall provide all supervision, professional advice/guidance, labor, parts, materials, equipment, transportation and personnel, to provide the services defined herein.

**b. UPRIGHT HEADSTONE REMOVAL**

- (1) All Headstones (and other features causing interference with the removal of the Headstones) shall be tagged with the unique numbering scheme and surveyed by the contractor prior to removal. Identification tags and survey shall be reviewed with the Contracting Officer prior to Headstone removal. Tags shall be non-permanent attachments to the Headstones that can be removed without damage to the Headstones upon completion of the work. The Headstones shall be carefully excavated and the footings removed. The Private Headstones shall be stored on the same gravesite.
- (2) Removal of the concrete footing from the Headstone shall be performed according to the following Government specified procedure:
  - (a) Excavate the Headstone to sufficient depth to fully expose the top of the footing.
  - (b) Pre-drill, saw cut and use lightweight jackhammer footings as necessary to allow separation from the headstone, without any damage to the headstone.
  - (c) Any Headstone broken shall be replaced at the contractor's expense.
  - (d) If this procedure damages or breaks any headstone, stop work on removing any more headstones and notify the Contracting Officer immediately for direction.

**c. REMOVAL/HANDLING/STORAGE OF HEADSTONES:**

- (1) When private headstones are removed from the soil they will be verified with contractor produced grave plotting maps. Verify these maps with the OWNER'S REPRESENTATIVE prior to removing any private headstones. Private headstones must be handled and stored in a dignified manner. Each end of the row shall have a temporary control pin marker placed by a registered surveyor, and contractor shall create an as-built map showing specific location of each individual headstone by actual number and name in order to facilitate precise headstone reinstallation in the correct location.

**d. HEADSTONE ALIGNMENT:**

- (1) The private headstones shall be plumb and aligned with and after the setting/alignment of the adjacent upright Government headstones. The center of the private headstones shall be aligned with the center of the adjacent upright government headstones in both the vertical and horizontal directions of that section. If there are any issues with determining the point of proper alignment, notify the OWNER'S REPRESENTATIVE for guidance/direction.

Private headstones in all completed work areas shall be firmly set and anchored in place with no movement from forces subjected by the OWNER'S REPRESENTATIVE.

**5.3.5 RECORD KEEPING AND REPORTING:**

- a. The contractor's Superintendent (or his designee) and OWNER'S REPRESENTATIVE (or OWNER'S REPRESENTATIVE's Representative(s)) shall conduct a joint gravesite inspection and verification prior to the removal of any flat markers to document the location and accuracy of all existing conditions. The OWNER'S REPRESENTATIVE will provide a printout of the burial records (BOSS) for this purpose with the following data fields. Section, Row, First and last name of the deceased. Upon completion of this joint survey, both the contractor's Superintendent and OWNER'S REPRESENTATIVE shall certify the accuracy, as noted and initialed, by signing the burial record printout.
- b. Upon completion of the resetting and realignment of the headstones and markers, contractor's Superintendent and OWNER'S REPRESENTATIVE shall re-inspect and verify the accuracy of the placement of headstone and marker on the correct gravesite. Upon completion of this second joint survey, both the contractor's Superintendent and OWNER'S REPRESENTATIVE shall certify the accuracy by re-signing the burial record printout.



- c. Record Keeping and Reporting: The Contractor's Project Manager shall provide the OWNER'S REPRESENTATIVE(s) with weekly written accurate reports detailing the section and range of graves in that specific week. These lists will be provided on not less than a weekly basis, and shall identify all of the above work that took place within the previous seven calendar days. Upon request, the Project Manager shall also provide a plan of action for the upcoming week, regarding headstone/marker locations and specific areas where work is being scheduled to occur.

#### 5.3.6 HEADSTONE CLEANING:

- a. HEADSTONE CLEANING GENERAL INFORMATION: The Contractor shall provide all labor, parts, equipment, supplies, transportation and personnel required to provide headstone/marker cleaning services.
- b. DEFINITION: "Clean" under this contract means: The headstones/markers shall contain NO discoloration, environmental deposits, mold, mildew, moss, algae, lichen, dirt/mud, grass clippings, grass marks, bird droppings, etc.
- c. CONTRACTOR DUTIES AND RESPONSIBILITIES:
  - (1) All equipment and supplies maintained and operated by the Contractor shall be consistent and fully compliant with all applicable Federal, State, and County laws, ordinances and regulations and meet State inspection, safety, licensing, registration, and insurance requirements.
- d. CLEANING OF FLAT MARKERS:
  - (1) Cleaning techniques shall demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etc., and shall be consistent and fully compliant with all applicable Federal, State, and County laws, ordinances and regulations. Clean water shall be used to clean headstones and flat markers. Cleaning techniques with water shall include high pressure spraying, hand scrubbing, and rinsing. When water under pressure is used, such pressure shall not be greater than 500 psi. Excessive staining and/or discoloration may be removed with pressurized water and a stiff nylon brush (no wire brushes, bleach, or abrasive cleaners shall be permitted) followed by rinsing with clear water. Use caution to prevent damaging bronze faceplates of the flat markers. If water used in cleaning should soften the soil around the footing of the headstone so that the headstone is loosened, care shall be taken not to tip the headstone out of plumb or alignment. Care shall be taken to protect the turf area from damage. Any turf damaged by the Contractor shall be restored at Contractor's expense. Headstones shall be set and anchored firmly in place with no movement from forces subjected by the OWNER'S REPRESENTATIVE or inspector after cleaning has been completed.
  - (2) Only approved cleaners shall be used. Cleaners current approved by NCA are D/2 Biological Solution by Cathedral Stone® Products, Inc and Weatherzyme by United Laboratories, Inc.
  - (3) Applying the cleaner: Soak the stone liberally with water before applying the cleaner. Stone is a very porous material and will absorb the cleaner. By soaking it beforehand, the cleaner will stay on the surface of the stone and minimize penetration of the cleaner in to the stone. This action minimizes potential adverse effects by the cleaner, such as salt crystallization in the pores of the stone. It also makes it easier to rinse the cleaner from the stone surface. Always keep the stone wet during cleaning and thoroughly rinse afterwards. Do not allow the cleaner to dry on the stone. Apply the cleaner according to the manufacturer's recommendations. Do not use cleaner product in a greater strength than the manufacturer recommends. Evenly apply the cleaner with a sprayer to saturate the surface. Pressure wash headstones and/or markers from a distance no closer than 12 inches and with a pressure of 500 psi or less. Some stones may not be able to tolerate these conditions depending on their condition. A test patch in a small unobtrusive area on the headstone is recommended prior to cleaning.
  - (4) Agitating the surface: Agitate the surface gently in a circular motion using a soft bristle brush. Work in small areas, starting from the bottom and moving toward the top of the headstone. Agitation will loosen soiling from the surface of the stone. Soft bristle brushes are required when cleaning stones. They can have natural or synthetic bristles. Vegetable brushes or soft grooming brushes for large animals are a few that can be found in chain or farm supply stores. All rough or metal edges must be covered with tape to reduce the chance of scratching the stone.
  - (5) Rinsing the stone: Remember to rinse after cleaning each area and to thoroughly rinse the stone at the end to make sure that no cleaner is left behind. A typical cleaning regime may include a three-person team. The first person thoroughly wets the stone with clean water using a hose or a portable backpack sprayer. A second person sprays the stone surface with the biocidal cleaner. After the appropriate dwell time, a third person gently agitates the cleaner on the stone surface with a soft bristle brush, then rinses the

stone with clean tap water.

- (6) Contractor shall submit the required Material Safety Data Sheets (MSDS) to the OWNER'S REPRESENTATIVE prior to use of any chemicals including but not limited to D/2 and Weatherzyme
- (7) Should any Flat Markers that have been cleaned but become marked, discolored, dirt covered, or muddied due to subsequent contract work including but not limited to turf reestablishment issues shall be re-cleaned at no additional cost to the government. Flat Markers that become discolored, dirt covered, or muddied, etc. after initial cleaning has been completed, but prior to acceptance, shall be re-cleaned at no additional cost to the government.
- (8) The Contractor's Superintendent shall provide the OWNER'S REPRESENTATIVE(s) with weekly written accurate reports identifying the following: All headstones cleaned shall be recorded per gravesite location. These lists will be provided on not less than a weekly basis, and shall identify all of the above work that took place within the previous seven calendar days.

#### 5.3.7 DAMAGE AND WARRANTY:

- a. Flat markers broken or damaged by the Contractor shall be reported to the Cemetery Administrator or Owner's Representative by close of business each working day in order that the grave can be properly marked. The Contractor shall be responsible for the cost of the replacement if it is determined to be due to contractor not following proper procedures. The cost to replace contractor damaged flat markers will be deducted from the contract price at the rate of \$250.00 per headstone. Private markers will be determined on a case by case basis. Any grid or sectional monuments disturbed, displaced or broken shall be replaced by the Contractor at his cost. All grid or sectional monuments disturbed, shall be properly reset by a licensed land surveyor at Contractor's expense. Curbs, roads, walks, turf, trees, utilities existing above and below the ground that are damaged or disturbed by the contractor during performance of contract work shall be repaired at the expense of the contractor. Repairs to the above shall be corrected by the Contractor within fourteen (14) workdays, unless otherwise agreed to with the OWNER'S REPRESENTATIVE.
- b. The Contractor is to warranty all work for a period of one (1) year after final acceptance by the government. Any flat marker adjustment, realign, reset, and/or backfill workmanship that does not meet the specified requirements (including specified tolerance requirements) before the end of this guaranty period is to be reworked, adjusted, and corrected by Contractor at no additional cost to the government. Work performed under the warranty shall be corrected within ten (10) workdays from receipt of notification or as directed by the OWNER'S REPRESENTATIVE.

## **5.4 GPS SITE SURVEY**

### 5.4.1 GENERAL

The contractor shall perform all surveying services necessary to provide a headstone location/elevation and topographic survey of existing. This survey will form the basis for developing the final grade and installing the headstone support footing at the proper elevations in order to achieve proper headstone alignment.

### 5.4.2 PROJECT LIMITS:

The area to be surveyed shall include the all sections or portions thereof, at the Veterans Cemetery that are to be renovated as part of this contract. Unless indicated on the plan or approved by the Contracting Officer (CO), the survey limits shall extend to a minimum of 20 feet beyond the sections being renovated. The survey shall locate each Flat mark using GPS coordinates and record the position and elevation, and the contour of the grade using GPS.

### 5.4.3 GPS SITE SURVEY WORKPLAN

Upon award, the Contractor shall submit the following to the OWNER'S REPRESENTATIVE according to the project schedule.

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

**5.4.4 SPECIFICATIONS FOR HEADSTON AND TOPGRAPHIC SURVEY:**

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

**6.0 CONTRACT ADMINISTRATION**

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**6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the State a single point of contact for contract related issues and issues concerning performance, progress review, scheduling and any service required.

**6.2 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**6.3 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in Writing by the State and the Vendor

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**Attachments to this IFB begin on the next page.**

**ATTACHMENT A: PRICING****FURNISH AND DELIVER:**

Item No.	Description	Est. Qty	Unit	Unit Price	Total Price
1	<b>R&amp;R Flat Headstones:</b> Raise, Lower, Realign, Reset & Backfill Standard Flat Marble Headstones onto a new marker grid support system – Cemetery Sections: see Burial Data Chart	6,141 (+/-)	EA.		
2	<b>Clean Flat Headstones:</b> Clean Standard Flat Marble Headstones – Cemetery Sections: see Burial Data Chart	6,141 (+/-)	EA.		
	<b>Grand Total Estimated Cost:</b>				

Note (1): The estimated quantity is based on the approximate size of flat marker gravesites and may not include additional area due to existing slopes, reductions due to the area below flat marker and actual site conditions, etc. Therefore, the contractor must take into account all these factors when determining their unit price. Adjustments to the contract price for these factors will not be allowed.

Estimated Quantities: NC Division of Veterans Affairs anticipates ordering and the Contractor furnishing the quantities & types of services stated in the Price Schedule. The State, at its sole discretion, reserves the right to increase or decrease estimated quantities based on current cemetery workload. Except as this contract will otherwise provide, if the Government's requirements result in decreased, or increased estimated quantities, that fact will not constitute a basis for an equitable price adjustment.

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the IFB) in the indicated space will render bid non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation

in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

- All copies of the bid are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

- 11. HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
- 12. RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
- 13. INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
- 14. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
- 15. PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
17. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request shall be submitted on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
21. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this IFB and in formal Addenda issued through IPS.
22. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
24. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.



**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

- 1. PERFORMANCE, TRANSITION AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Vendor shall, at the option of the State, become State property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In the event of default by the Vendor, the State may procure the goods and Services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

- a) The State's right to access the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this right of access transfer, vest, or infer any title or other ownership right in any intellectual property associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use any State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein. 1 Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor's users for similar Services. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.
- b) Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated Users of the Services, but minimally as provided for and specified herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to specified State users for the fees or costs as set forth herein or in an SLA.
- c) Some Services provided online pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.
- d) If Vendor modifies or replaces the Services provided to the State and other comparable users, and if the State has paid all applicable Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.

- 2. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or Services offered prior to their delivery, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the



specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
7. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
- a) Vendor warrants to the best of its knowledge that:
    - i. The Services do not infringe any intellectual property rights of any third party; and
    - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
  - b) Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the Services, or replace or modify the same to become noninfringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected Services, and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the

cessation of use by the State of any such Services due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services.

- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
  - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
  - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.

**10. TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

**11. ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

**12. ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

**13. ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

#### **14. INSURANCE:**

**COVERAGE -** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

**15. GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

**16. ELECTRONIC PROCUREMENT:**

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

c) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.**

**17. SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise indicated, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment A: Instructions to Vendor.

**18. CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or

prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

- 19. CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B.1379. See G.S. 75-60 *et seq.*

- 20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center Services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

- 21. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- 22. ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record, and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

- 24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

- 25. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

- 26. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**27. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Vendor shall complete items a) and b) below.

a) **Will any work under this Contract be performed outside the United States?** ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under The Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) **Vendor shall Identify all U.S. locations at which performance will occur:**

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**Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing Services under the Contract to a location outside of the United States.**

NOTE: All Vendor or sub-Contractor personnel providing call or contact center Services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center Services are being provided.

**ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? ☐ **Yes** ☐ **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If so, state HUB classification: \_\_\_\_\_

**ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_ (If no audit within past 18 months, explain reason below)

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**[This Certification must be signed by an individual authorized to bind the Vendor]**



**ATTACHMENT G: BID BOND**

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**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
\_\_\_\_\_ as principal,  
and \_\_\_\_\_, as surety, who is duly licensed  
to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina\*  
through \_\_\_\_\_ as obligee, in the penal sum  
of \_\_\_\_\_ DOLLARS, lawful money of the United States of America,  
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_ 20\_\_

WHEREAS, the said principal is herewith submitting proposal for  
and the principal desires to file this bid bond in lieu of making  
the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the  
principal shall be awarded the contract for which the bid is submitted and shall execute the  
contract and give bond for the faithful performance thereof within ten days after the award of same  
to the principal, then this obligation shall be null and void; but if the principal fails to so execute  
such contract and give performance bond as required by G.S. 143-129, the surety shall, upon  
demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided  
further, that the bid may be withdrawn as provided by G.S. 143-129.1

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\*(Community college projects: Delete State of North Carolina as owner and replace with  
community college name.)

**ATTACHMENT H: VA40-0895-12 Form**

Department of Veterans Affairs

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (*Contractor*)

**Respondent Burden:** Public reporting burden for this collection of information is estimated to average 15 minutes. Statutory authority for a State Cemetery Grant is 38 U.S.C. 2408. The information requested is necessary to ensure that the contractor has not been debarred, suspended or is ineligible to participate in the VA grant process and receive Federal funds. VA may not conduct or sponsor and you are not required to respond to this collection of information unless it displays a valid OMB number. Respond to this collection is voluntary. Send comments regarding the burden estimate or any other aspects of this collection of information, including suggestions for reducing the burden to VA Clearance Officer (005R1B), 810 Vermont Avenue NW, Washington, DC 20420. **SEND COMMENTS ONLY.** Please do not send applications for a grant to this address.

**AUTHORITY:** This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 Part 180, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160 - 19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

**CERTIFICATION:** The authorized representative certifies, by submission of this form, that neither the representative nor principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

### INSTRUCTIONS:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of act upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "participant," "person," "primary covered transaction," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NAME AND ADDRESS OF COMPANY:	PROJECT FAI ( <i>Federal Application Identifier</i> ) NO.
NAME OF LOWER TIER PARTICIPANT	TITLE OF LOWER TIER PARTICIPANT
SIGNATURE OF LOWER TIER PARTICIPANT	DATE SIGNED ( <i>mm/dd/yyyy</i> )

**ATTACHMENT I: BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE CERTIFICATION**

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TO: NC Department of Military and Veterans Affairs  
4001 Mail Service Center  
Raleigh, NC 27699-4000

DATE: \_\_\_\_\_

PROJECT: Cemetery Headstone Maintenance and Repair Sandhills State Veterans Cemetery

\_\_\_\_\_(Bidder) hereby certifies that our organization will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

SIGNATURE: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

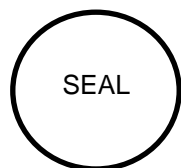
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT J: THE DAVIS-BACON ACT**

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# **The Davis-Bacon Act, as Amended**

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U.S. Department of Labor  
Wage and Hour Division

WH Publication 1246  
(Revised April 2009)

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TDD\* phone: 202-523-9530

PUBLIC LAW 107-217—AUG. 21, 2002 [as amended<sup>1</sup>]

## An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. TITLE 40, UNITED STATES CODE.**

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

**TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS**

\* \* \* \*

**SUBTITLE II—PUBLIC BUILDINGS AND WORKS**

\* \* \* \*

**PART A—GENERAL**

\* \* \* \*

**CHAPTER 31 – GENERAL**

\* \* \* \*

**SUBCHAPTER IV - WAGE RATE REQUIREMENTS****Sec. 3141. Definition**

In this subchapter, the following definitions apply:

(1) Federal government. — The term “Federal Government” has the same meaning that the term “United States” had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).<sup>2</sup>

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages. — The terms “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” include—

(A) the basic hourly rate of pay; and

<sup>1</sup> Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat. 1213.)

<sup>2</sup> The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of—

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

#### **Sec. 3142. Rate of wages for laborers and mechanics**

(a) Application. — The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage. — The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract. — Every contract based upon the specifications referred to in subsection (a) must contain stipulations that—

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications,

regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.



(d) Discharge of Obligation.— The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.— In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

**3141(2)(B) of this title but not actually paid. Sec.3143.**

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

**Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts**

**(a) Payment of Wages.—**

(1) In general.— The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a



defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.—

(1) In general.— The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.— No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

\* \* \* \*

**Sec. 3146. Effect on other federal laws**

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

**Sec. 3147. Suspension of this subchapter during a national emergency**

The President may suspend the provisions of this subchapter during a national emergency.

**Sec. 3148. Application of this subchapter to certain contracts**

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

**APPENDIX A: SURVEY FORM****Initial Headstone/Marker Raise & Realign Survey**

Station Number: \_\_\_\_\_ Date: \_\_\_\_\_

Cemetery: \_\_\_\_\_ Cemetery Director: \_\_\_\_\_

Contracting Officers Representative: \_\_\_\_\_

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

Discrepancy/Issue Identified: Y/N \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All discrepancies/issues resolved Y/N \_\_\_\_\_ Date: \_\_\_\_\_

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

OWNER'S REPRESENTATIVE/Director/Foreman/Work Leader/designee Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

**Daily Headstone/Marker Raise & Realign Verification Survey**

Station Number: \_\_\_\_\_ Date: \_\_\_\_\_

Cemetery: \_\_\_\_\_ Cemetery Director: \_\_\_\_\_

OWNER'S REPRESENTATIVE: \_\_\_\_\_

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

List Sections and Headstones/Markers R&amp;R: \_\_\_\_\_

List discrepancy/issue: \_\_\_\_\_

All discrepancies/issues resolved: Y/N \_\_\_\_\_

Cemetery Director/OWNER'S REPRESENTATIVE/Foreman/ Work Leader/designee informed NC Division of Veterans Affairs Director and Contracting Officer of all unresolved discrepancies/issues: Y/N \_\_\_\_\_

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

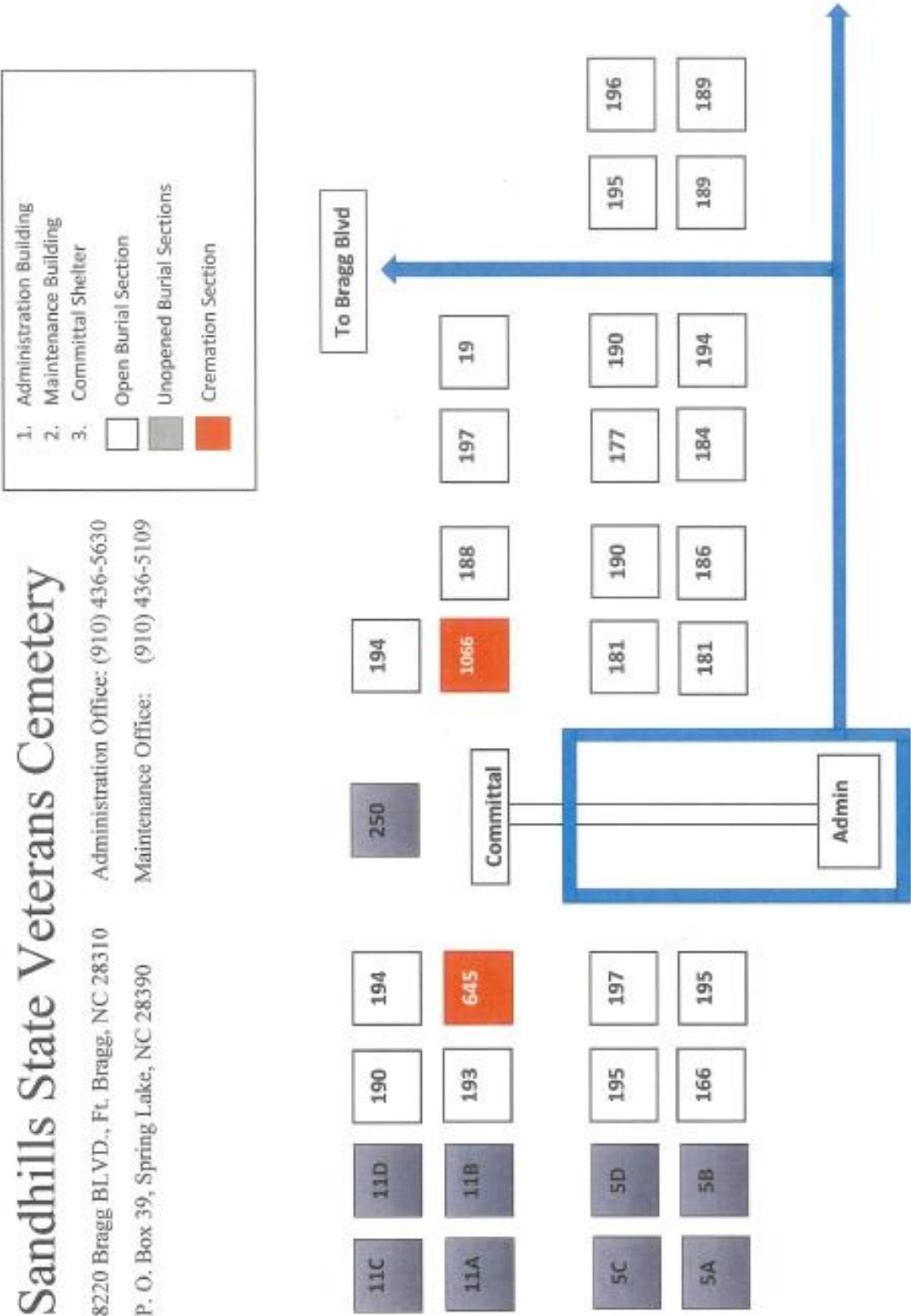
**Daily Headstone Verification:**

Date: \_\_\_\_\_ Time Completed: \_\_\_\_\_

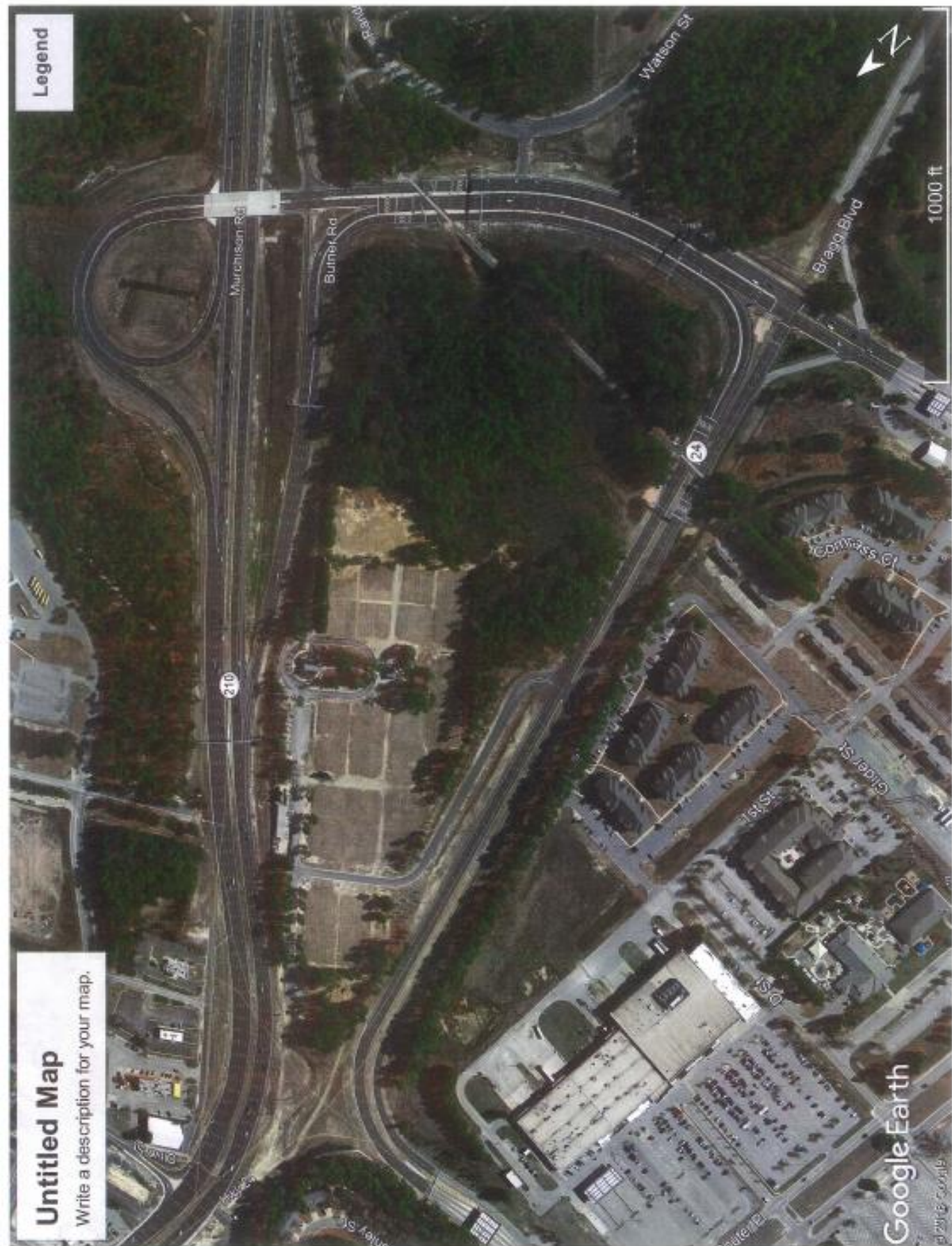
OWNER'S REPRESENTATIVE/Director/Foreman/Work Leader/designee Signature:

\_\_\_\_\_

APPENDIX B: SITE MAPS AND DRAWINGS









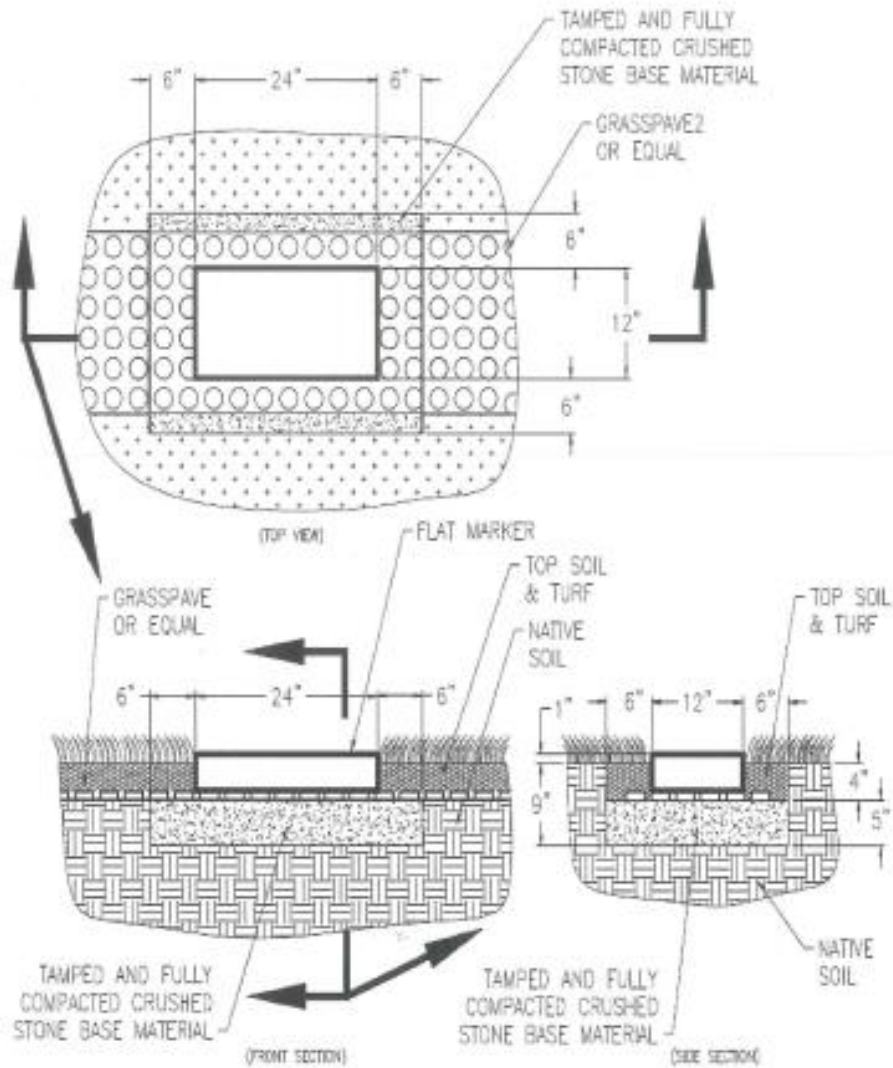






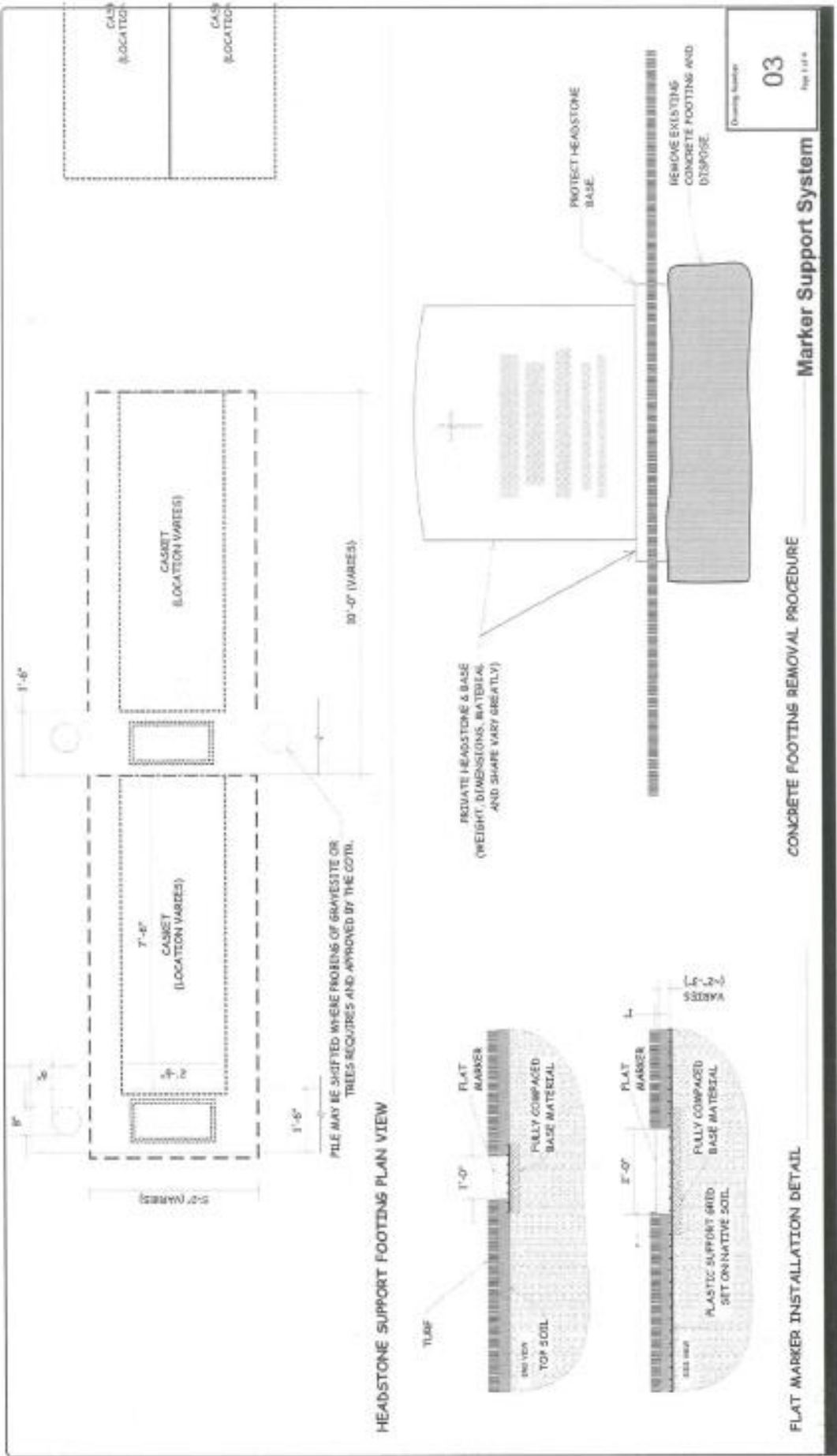
M. FLAT MARKER INSTALLATION DETAILS  
(PAGE 1 OF 2)

### FLAT MARKER INSTALLATION DETAILS



### FLAT MARKER INSTALLATION DETAILS

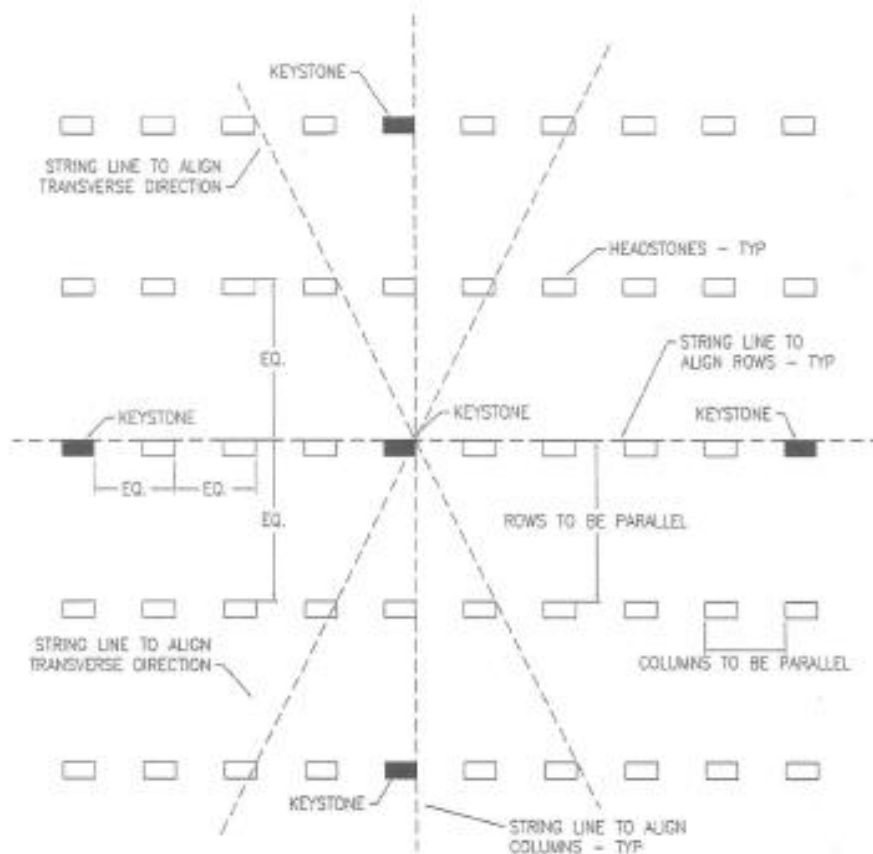
M. FLAT MARKER INSTALLATION DETAILS  
(PAGE 2 OF 2)





N. PLAN VIEW OF FLAT MARKER REALIGNMENT

PLAN VIEW FLAT MARKER REALIGNMENT



FLAT MARKERS  
PLAN VIEW OF  
BURIAL SECTION REALIGNMENT