# STATEMENT OF WORK

**1.0 Background**
The Department of Veterans Affairs (VA), National Cemetery Administration (NCA) furnishes headstones, markers, and niche covers (monuments) for deceased veterans worldwide. Memorial monuments are also furnished to memorialize veterans whose remains are non-recoverable.

**2.0 Purpose:**
The purpose of this contract is to provide **On-Site Inscription Services** for the Quantico and Culpeper National Cemeteries. Funding will be provided on individual task orders.

**3.0 General**
The Contractor shall provide all labor and materials necessary to perform inscription services on cemetery inspected and approved, government owned headstones, markers and niche covers, on-site at the cemetery awarded. See Attachments for cemetery information, drawings, and cemetery maps for location of vendor area.

**3.1 Definitions**

**Words Used Interchangeably** – Niche covers, markers, headstones blank covers and monuments.

**Disposal** – demolished or pulverized into small pieces with no portion of the inscription remaining legible and subsequent removal. Contractor would be responsible for any inscribed monuments under an on-site inscription contract. Cemetery is responsible for any inscribed rejects that are delivered to the Cemetery, i.e., Nationwide contracts, niche cover inscriptions, but at Contractor expense.

**Replacement-in-Kind** – The replacement of a government-furnished headstone, marker, or niche cover with one that resembles the original design (i.e., form, size, inscription font, emblem of beliefs, etc.), as closely as possible, within current contract specifications.

**Security** – Cemetery or on-site Contractor is responsible for storing monuments and equipment thus, preventing theft or damage due to vandalism.

**Protection** – Monuments should not be stored where they are subject to damage from the weather, i.e., stored inside a building or covered with a tarp or other protective material.

**FOB** – Free on Board

**FOB Destination** – Cemetery takes delivery of goods being shipped to it by the Contractor once the goods arrive at the Cemetery or when existing headstone/marker or niche cover located at the cemetery has been inscribed.

**FOB Origin** – Contractor's obligation to deliver the product ends with loading of inscribed headstone/marker(s) onto a government transportation vehicle at the Contractor's facility. A separate contract with a transportation company covers the headstone/marker delivery.

**Turf Damage -** Any contractor-caused disturbance to established grassed or landscaped areas resulting from personnel, vehicles, equipment, or operations, including but not limited to rutting, tire tracks, soil compaction, removal of vegetation, bare spots, erosion, displaced sod, or destruction of turf requiring restoration to pre-existing condition.

**4.0 Performance Period:** The Contractor shall follow the below time periods to ensure the start of the inscription process takes no longer than thirty (30) calendar days. If the Contractor faces challenges with the initial set-up period, a written explanation shall be submitted as soon as possible to inform the Cemetery Director, Alternate Contracting Officer's Representative (ACOR), Memorial Products Service Contracting Officer's Representative (COR) and the Contracting Officer (CO) of the issues being faced and the resolution and timeline involved. If no notification is submitted, it is presumed the Contractor will adhere to the timelines set below.

**4.1 Performance Period – Initial Set-Up:** This section applies only in the event the contract is awarded to a contractor other than the incumbent. The Contractor shall have twenty-five (25) calendar days from date of award to establish an on-site inscription facility to include all requirements noted in: On-Site Inscription, Blasting Structure, Cemetery Requirements and Contractor's Quality System below.

**4.2 Performance Period – Initial Order:** This section applies only in the event the contract is awarded to a contractor other than the incumbent. The Contractor shall have thirty (30) calendar days, from date of award, excluding federal holidays, as counted from the date following the day the first order is sent to the Contractor and until the monuments are inscribed and delivered to the cemetery, FOB Destination.

**4.3 Performance Period – On-going:** The Contractor shall have ten (10) business days, excluding federal holidays, as counted from the date following the day an order is sent to the Contractor until the monuments are inscribed and made available to the cemetery for receiving inspection and acceptance.

**4.4 Unit Price:** The unit price is all-inclusive and covers the complete inscription ordered, regardless of the total number of lines or characters. The unit price shall be the total price paid for the monument inscribed. This all-inclusive price includes all products and services.

**5.0 Government Furnished Property:** Upon receipt of blanks through Appendix B (see Section 16.0 below), the Contractor shall be responsible for the security and protection of the blanks, which are considered government furnished property, provided to the Contractor in connection with this contract. All blanks and inscribed headstones that do not meet the specifications pre-and post-inscription shall be considered rejects and the quantity shall be reported to the cemetery point of contact/Alternate Contracting Officer's Representative (ACOR) and to MPSProgSupport@va.gov. The Contractor shall be responsible for damage sustained to blanks because of negligent handling practices while in the Contractor's possession.

**6.0. Contract Period:** This contract covers the period from October 1, 2026, through September 30, 2027, with four (4) one-year options, if exercised, to extend the term of the contract through September 30, 2031.

**7.0 Workmanship:** Monuments shall be free from defects due to broken or blown out lettering.

Repairs or patching of any such defects or the presence of oils, scuff marks, glue, saw markings crayon marks, direct adhesive and excessive dust shall be a cause for rejection.

## 8.0 Product:

**8.1** The Contractor shall inscribe all information contained on an order. The end or limit of each line shall be indicated on a line-by-line basis as shown on the order. If any deviation from this is encountered, the Contractor shall contact the MPS Program Unit at MPSProgSupport@va.gov.

**8.2** Inscriptions shall be made using an air blast abrasion with a suitable non-hazardous aggregate. The inscription shall have depths consistent with what is referenced in the technical drawing and shall conform to the dimensions of letters and inscriptions as shown on the drawings. The layout of letters, numbers and emblems shall conform to scenarios in the technical drawings.

**8.3 Lithochrome Application:** When placing an order, each cemetery will annotate in the Remarks box or on the last line of the inscription, whether lithochrome is required or not. Cemetery will enter **"ADD LITHOCHROME"** or **"NO LITHOCHROME"** for all orders. When lithochrome is applied, it shall be N4 or lower as judged against the Munsell Neutral Value Scale, Matte (31-step scale). If any order is received without lithochrome stated, then the Contractor shall **e-mail** the shipment number and decedent information to the MPSProgSupport@va.gov.

**8.4 Emblems of Belief (EOB):**
The Government reserves the right to update emblems or symbols available for inscription on headstones and markers without requiring formal contract modification. Updated emblem drawings will be provided by the Government and are incorporated by reference into this contract upon written notification from the Contracting Officer (CO) or designated Contracting Officer's Representative (COR).

The Contractor shall incorporate such emblem changes into its production capabilities within 10 business days of receipt of the notification. Updated emblems shall be made available for selection on all new orders placed after the effective date specified in the notification.

This provision applies solely to emblem design changes and does not constitute a change to technical specifications, materials, dimensions, or scope of work for the headstones or markers. Any changes beyond emblem updates shall require a formal contract modification in accordance with the Changes clause. Failure to implement emblem updates within the specified timeframe may be considered non-compliance with contract requirements.

**9.0 Contractor Requirements**: **On site inscription services shall begin no later than thirty (30) calendar days after contract award date.** Before submitting an offer, it is the responsibility of the Contractor to perform due diligence for the contract requirements and for the cemetery's site requirements, and to examine the pre-determined location of the sandblasting area within the cemetery property.

**9.1 Emergency/Severe Weather:**
Performance under this contract may be impacted by severe weather conditions, including but not limited to hurricanes, tornadoes, floods, ice storms, extreme temperatures, and other Acts of God.

The Government may suspend contract performance, in whole or in part, at the discretion of the Contracting Officer (CO) or designated Government representative when severe weather conditions pose a safety risk to personnel or prevent safe performance of contract requirements.

The Contractor may also temporarily suspend services and depart the worksite when, based on a reasonable determination, weather conditions present an imminent safety risk to Contractor personnel. In such cases, the Contractor shall immediately notify the Contracting Officer's Representative (COR) and the CO of the suspension and departure.

The Contractor is responsible for monitoring weather conditions and for ensuring the safety and welfare of its personnel during all phases of contract performance. The Contractor shall provide and maintain all necessary weather-appropriate personal protective equipment, clothing, and gear, including but not limited to cold-weather attire, rain gear, sun protection, hydration resources, and any required environmental control equipment (e.g., portable heaters, fans, or shelters) necessary for safe performance.

Weather-related delays or work suspensions shall not entitle the Contractor to additional compensation, standby time, or equitable adjustment unless otherwise expressly provided in the contract.

**10.0 On-Site Inscription Blasting Structure**: If a facility is not already at the site for Contractor use, Contractor shall be required to provide and maintain a secure **portable** structure(s) to perform sandblasting operations, store equipment and for possible curing of headstones prior to sandblasting. The structure(s) shall be built so work can proceed without regard to weather conditions and power outages. The site for the blasting structure/storage and inspection area shall be located within the cemetery property in the areas shown in the Attachments.

- Shed/structure can be manufactured of wood or metal but shall be portable and temporary.
- Shed/structure is to be placed on concrete piers, tied down or secured in case of extreme weather conditions.
- Contractor **is not** authorized to form, pour or subcontract out for a cement foundation for the shed(s) on cemetery property without written authorization and approval by the cemetery director, ACOR, MPS-COR and the CO.
- Two (2) portable sheds can be built or moved to the location selected by the cemetery with one setup for sandblasting of headstones/markers and the second used for equipment storage, documentation order generation, cutting of stencils, etc. An area that is undercover shall be constructed for drying and prepping of the stone.
- Electrical power is to be supplied by either a Contractor-owned or rented generator or by the local power company through which the Contractor would affect coordination and establish purchasing arrangements. **Before any installation of electrical power by the local power company, the plan must be pre-approved by the cemetery director and MPS.**
- If water is required and not on the location, the Contractor is responsible for bringing in water for use in the sandblasting operation.
- Dust-handling equipment shall be in place within the sandblasting shed before inscription services begin. The dust handling system needs to capture dust grit from the sandblasting operation and not allow the dust to ventilate to the outside environment.
- The structure shall abate noise to <60 dBa within (500) feet of the sandblasting facility so as not to disturb visitors or disrupt services at the cemetery.

- A portable toilet shall be brought into the location since Contractor personnel are not permitted use of the cemetery restrooms.
- Contractor is responsible for all inscription related waste clean-up and its disposal off the cemetery's premises.
- Contractor shall use a non-hazardous sandblasting material and have obtained an MSDS (Material Safety Data Sheet) for the material which shall be at the on-site location for inspection.
- Any hazardous substance or liquids that is used in the inscription operation, i.e., gasoline or diesel fuel for a generator, lacquer thinner, lithochrome, etc., shall be handled, stored, and transferred in accordance with all OSHA, EPA, and DOT laws, regulations, and recommendations.
- If at the beginning of the contract, the pre-determined sandblasting location is only temporary due to cemetery construction, the Contractor is responsible for moving his property to a new permanent site location when it becomes available. The Contractor shall have fifteen (15) calendar days to relocate or arrange for the relocation of his equipment and buildings.
- At the end of the on-site contract, or sooner if terminated or an option year is not renewed, the Contractor shall be responsible for removing its property to include portable sheds, awnings, equipment, etc. The Contractor shall have fifteen (15) calendar days to remove all property and restore the site to its original condition. If the Contractor fails to remove its property within fifteen (15) calendar days of contract expiration, termination, or cancellation, the Contractor agrees that ownership of the property will be transferred to the Government, unless a written removal plan has been submitted by the Contractor and approved by the Contracting Officer (CO) and Contracting Officer's Representative (COR) within the fifteen (15) calendar day removal period.

**11.0 Cemetery Requirements**

**11.1 Checking-In Upon Arrival and Departure:** The Contractor shall be required to check in with the ACOR or a designated cemetery representative if the ACOR is not available, upon each arrival at the cemetery and provide the representative with a listing of the inscriptions that shall be completed on a specific day. This listing shall include the decedents' name and section/grave number for each decedent's gravesite. Upon departure from the cemetery, the Contractor is required to provide the cemetery representative with an Appendix C of headstones/markers that were completed for the day. If the Contractor did not complete all inscriptions as originally planned, the Contractor shall inform the cemetery representative of the Contractor's intended return date to complete any pending inscriptions. Contractors shall work with the cemetery for the turning of the Appendix C each day.

**11.2 Authorized Working Hours:** All work for contract performance at the cemetery shall be performed between the cemetery's operating hours, local time, Monday through Friday, excluding Federal holidays. Work performed during non-duty hours, weekends and holidays will be at the discretion and with the written approval of the CO, MPS COR and the cemetery director and at no additional cost to the Government. Requesting to work during non-duty hours, weekends and holidays will not be a substitute for not working during a regular work week.

**11.3 Impact on other Cemetery Operations:** The Contractor agrees to phase all work in a manner that does not impact cemetery operations. As a general rule-of-thumb for gravesite engraving and work involving power equipment should not take place within 1,000 feet (305m) of an on-going committal service or ceremony. If Reverse inscriptions (R2) are completed at the gravesite, the surrounding area will be required to be cleaned up after the Contractor has completed

the sandblasting process. There may be times during inclement weather or when the grounds are saturated when the inscriber will not be allowed to drive on the turf. During this time, the inscriber may need to board into the section or use a longer hose than usual to complete R2's. The inscriber will need to communicate with the cemetery ACOR for the best solution. Per NCA Standards and Measures, any damage caused to the turf by the contractor shall be brought to MPS COR's attention within 24 hours via email (include pictures of damage) with a corrective plan. The corrective plan must be completed within 3 business days.

**11.4 Conduct on Cemetery Property:** While performing work on cemetery property, Contractor personnel shall adhere to the following standards of dress and conduct. These standards and regulations are enforceable under Title 38, U.S.C., Section 218.

**11.4.1** National cemeteries are shrines. Contractor's personnel appearance and conduct shall always be professional and unobtrusive. All Contractor's personnel shall wear long pants while on cemetery grounds unless approved in writing by the cemetery director.

**11.4.2** Contractor's personnel shall not sleep on cemetery grounds, sit, lean or stand on erected headstones, or put equipment or materials on erected monuments, nor lean or place any equipment or materials on erected monuments.

**11.4.3** Questions from cemetery visitors shall be politely referred to or directed to cemetery personnel.

**11.4.4** Contractor's personnel shall behave with appropriate decorum, courtesy, and respect while within the cemetery or at its' perimeter or entrances. Shouting, cursing, use of personal radios, angry outbursts, sleeping, intoxication, smoking, spitting, unsafe driving of private or company vehicles, and violence or criminal acts of any kind shall not be tolerated and are cause for immediate removal from the cemetery and will jeopardize the Contractor's chance of receiving an award a future contract or the renewal of a current contract.

**11.4.5** The Contractor shall ensure all motor vehicles used in this contract meet State Inspection, safety, licensing, registration, and insurance requirements. All contract personnel operating vehicles shall have a valid driver's license.

**11.4.6** Garments displaying a "message" or "slogan" other than the Contractor's business name are prohibited. Offensive tattoos shall be covered.

**11.4.7** Public restrooms at the cemetery are for visitors only. The Contractor is responsible for either providing a portable toilet that is maintained and kept clean or using restroom facilities off-site.

**11.4.8** Breaks and lunch while on cemetery property shall be taken in areas approved by the cemetery administrator.

**11.4.9** At least one Contractor's staff member must speak fluent English when the Contractor is working on cemetery grounds.

**11.4.10** Personnel shall remove all personal protective equipment, such as eye/or face protection, respiratory protection, and gloves, as well as required protective clothing/garments before leaving the worksite.

**11.4.11 DIGNITY CLAUSE**
Every action by Contractor personnel at a National Cemetery must be performed with special care, reverence, dignity, and respect that acknowledge the cemetery as the final resting place that commemorates the service and sacrifice those service members, Veterans, and their families made for our Nation. Critically important is the awareness required of the contractor employees, of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them during performance of this work.

Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the Contractor must contact the COR, Director/Assistant Director, and Contracting Officer (CO) for guidance.

Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, and CO for guidance or resolution.

The Contractor is required to discuss the guidance with their employees and have each employee sign a statement of compliance and deliver the signed statement to the ACOR before work may begin.

**11.5 Safety Requirements:** NCA Annual Workplace Evaluations (AWE) are conducted on an annual basis. The Contractor is required to ensure access to his facility during this inspection. Contractor shall be responsible for addressing all deficiencies noted in the report, taking corrective action within 30 calendar days. Failure to comply will result in a CDR. Contractor shall meet all requirements of VA Policy, OSHA 29 CFR 1910, Occupation Safety and Health Standards for General Industry and 29 CFR 1926, Safety and Health Regulations for construction and applicable Federal, state and local regulations, including:

**11.5.1** Submit copies of all applicable OSHA-required programs.

**11.5.2** Certify that every designated onsite employee has completed applicable training and certifications required by OSHA and other Federal, state and local regulatory agencies.

**11.5.3** Provide a Safety and Health written program and training/certification.

**11.5.4** Provide a written Project Emergency Action Plan when applicable.

**11.5.5** Shall maintain on site and readily accessible current hazard communication program, current chemical inventory and copy of Safety Data Sheets (SDS) or all chemicals on the inventory/on site and readily available when workers are onsite. Contractors must provide the CO/COR/ACOR/Cemetery Director with a list of hazardous materials that will be used on the job. Quantities of single containers, 30-gallons or more of hazardous chemicals must be reported to the CO/COR/ACOR/Facility prior to bringing the chemicals on site. Ten gallons or more in a single container must have secondary containment and spill response material available.

**11.5.6** Must notify the ACOR/COR/CO/Cemetery Director prior to generating hazardous waste. The Contractor is responsible for removing all hazardous waste generated from the project from the property. Chemicals must be stored in secondary containers to prevent storm water

contamination. Hazardous waste requiring a manifest for disposal will have a completed manifest returned to the COR/CO/Cemetery Director, and NCA Environmental Protection Specialist within 30 days of the manifested waste leaving the site.

**11.5.7** Cemetery's responsible person or ACOR shall arrange Contractor orientation including sharing information regarding facility Safety & Health programs, a facility overview, and a worksite walk-through.

**11.5.8** Complete NCA Contractor Safety Orientation Checklist.

**11.5.9** Supply required Personal Protective Equipment (PPE) for the work being performed. Minimum PPE consists of safety glasses and hardhats meeting ANSI standards and safety toe work boots meeting ASTM standards, and safe work boots from the start of the contract until completion. Contractor is responsible for ensuring that anyone on the site is in proper PPE. Additional PPE may be required based on job-specific hazards. N95 and other respiratory protection require medical approval and fit testing. Hearing protection, gloves, etc. must be worn when related hazards are present.

**11.5.10** Bodily injury, property damage incidents, and near misses must be immediately reported to the COR/CO/Cemetery Director, and Facility Collateral Duty Safety Officer. This does not relieve Contractors of OSHA or insurance carrier reporting requirements. The Contractor shall conduct an accident investigation. The CO/COR/Facility and the Collateral Duty Safety Officer must be copied on the investigation report within thirty (30) calendar days of the incident.

**11.5.11** Conduct and document jobsite safety and environmental inspections on the jobsite. A weekly inspection report must be completed by the Contractor of the project. Additionally, the CO/COR/Facility and Collateral Duty Safety Officer will perform safety, health and environmental inspections. The CO has the authority to stop work if imminent safety and health hazards are identified or if unsafe work practices are occurring. Immediate corrective actions are required for hazards identified as presenting medium or high risk as determined by the Collateral Duty Safety Officer. Contractors must reply to CO/COR with corrective actions.

**12.0 Post Award Conference/Periodic Progress Meetings**: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, primary Contracting Officer's Representative (COR), Alternate Contracting Officer's Representative (ACOR) and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the CO will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

**12.1 Primary Contracting Officer's Representative (COR)**: The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and

notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially regarding changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

**12.2 Alternative Contracting Officer's Representative (ACOR)**: The ACOR will be located at the cemetery level, nominated by the cemetery director and identified by a separate letter from the Contracting Officer. The ACOR identified shall maintain a FAC-COR Certification throughout the life of their appointment to this contract. Any change to the ACOR must be submitted in writing to MPS and Contracting Services. The ACOR monitors all aspects of the inscription process to include: inspection, acceptance and transfer of blanks (Appendix B); monitoring of the inscription area and Contractor personnel; inspection of finished inscriptions to include quality, depth, blow-outs, lithochrome application (if required); comparison of inscribed monuments with the BOSS MOAR report; reporting to the CO and COR any deviations or issues pertaining to contract performance; maintain written and oral communications with the Contractor, maintaining files until contract expiration; partner with COR to complete CPAR requirements on a timely basis. The ACOR is not authorized to change any of the terms and conditions of the contract.

**13.0 Government Quality Assurance (QA)**
**13.1 Site Inspections:** Quality assurance (QA) inspections of the Contractor's manufacturing facility and of the completed on-site work at cemetery shall be conducted during the contract period by the designated COR of the Memorial Products Service, Program Support Unit and the designated alternate cemetery COR to assure contract performance. Visits to the Contractor and the cemetery shall be scheduled at a time to ensure inspection of the Contractor's production. The Government reserves the right to perform quality audit inspections without prior scheduling or notifications to the Contractor.

**13.2** During each QA visit, a complete assessment of the Contractor's operation shall be made, to include the following areas:

**13.2.1** Performing quality inspections

**13.2.2** Maintaining QA records indicating the quality of the inscribed headstones and,

**13.2.3** Maintaining a working area, including storage building, sandblasting and other equipment, in a manner that follows state or other environmental and health regulations.

**13.2.4** The Contractor shall ensure that copies of all relevant Government-provided drawings for production of headstones/markers under each contract are maintained on file and are available to the designated COR, upon request, during on-site Quality Assurance inspections.

**14.0 Contractor's Quality System:** The Contractor must submit a quality control plan and maintain a written inspection system that documents the quality and timeliness of finished monuments**.** The Contractor shall provide, to the designated MPS-COR and the cemetery ACOR, reports on the Contractor's progress and delivery of orders. Report must include number of blowouts, and number of stones damaged upon receipt to facility. Please see Attachment H for sample of the weekly status report. After award a specific one for each contract will be provided.

Weekly reports must be emailed to MPS at MPSProgSupport@va.gov, attention to the designated COR by the close of business, Tuesday of each week. Should this day fall on a holiday, the report must be submitted no later than the next business day. Each report must include the following information:

**Weekly Status Report:**
• Destination (cemetery name)
• First Name
• Last Name
• Fiscal Year (FY)
• Prefix (3 letters)
• Shipment #
• Date order was received
• Date Est Comp (15 days) example
• Date Cancelled (e-mail response date)
• Date Completed (Appendix C)
• Received by (who signed for the delivery)
• Invoice #

Blanks Inventory Tab:
• Identify the number of blanks that were scrapped each week (due to blowouts, breakage, change in inscription, inscription error, etc.…)

Summary Tab Contractor Notes:
• If any order is completed late or projected to be completed beyond the contractually required due date, the Contractor must identify the reason(s) for the delinquency, what actions are underway to resolve the tardiness, and the projected future date for completion (projected completion dates which are before the reporting date are unacceptable).

If an order is delinquent at the time that the status report is emailed to the MPS Program Support Unit, the Contractor must provide, in the same email with the report, the reason(s) for the delinquency, what measures the Contractor is undertaking to remedy the causes of the current delinquency, and the date the Contractor expects to become current with orders.

All weekly status report shall include an Aging Report which lists the following information:
- Quantity of pending orders on-hand
- Quantity of pending orders completed
- Percent of orders pending and completed

Upon award, MPS will provide assistance setting up the aging report which will be used for the duration of the contract. The Aging Report is a mandatory requirement.

**14.1 Quality Complaints:** The Contractor is responsible for the performance of all inspections and quality control required by this contract. The Contractor shall develop and maintain a written inspection system that documents the quality of all finished products resulting from the inscription of government headstones. The government reserves the right to perform any inspections deemed necessary to ensure headstones are supplied in accordance with the specifications of the contract.

**14.2** The receipt of a quality complaint or a quality audit inspection indicating non-compliance with the specifications/contract shall be considered reason for a visit and review of the Contractor's quality control program. The Government reserves the right to impose 100% Government Quality Inspection for an indefinite period due to quality problems. Indicative, but not all-inclusive, examples are:

- Nonconforming on headstone/niche cover inscriptions
- Completed on site monuments that passed the contractor's inspection system but failed the Quality Inspection of the designated COR.
- Deficiencies that adversely affect performance of the contract existing in areas such as:
  - Inspection system
  - Inspection personnel
  - Manufacturing process
  - Production control
  - Planning and scheduling
  - Employee training
  - Safety

**14.3** When issue(s) arise regarding an inscription on a monument not meeting the specifications standards and the issue(s) cannot be resolved between the Contractor and ACOR, the discrepancy will be routed to the primary COR. If further action is needed, the Contracting Officer shall make a final determination as to whether the monument shall be replaced at Contractor's or at Government's expense.

**14.4 Contractor Records and Files:** The Contractor shall maintain records and files of all documents relating to each order filled under each Government Headstone and Marker contract. Said files shall minimally contain, manufacturing quality assurance checklist, final inspection and acceptance reports, task order numbers, dates completed, and date invoiced. Said files are in addition to any similar information provided to or by the government and shall be available upon request to the designated COR during on-site quality assurance inspections.

## 15.0 PROCESSING OF ORDERS AND TIME OF DELIVERY:

**15.1 Email Address:** Contractor shall provide a single email address for electronically receiving orders. Orders shall be electronically distributed by MPS to the Contractor's provided email address, Monday through Friday mornings, excluding federal holidays. Contractors shall complete orders on a first in/first out basis, except for those items where accelerated delivery is requested. Each order for normal delivery shall be produced in numerical sequence, by shipment number **(FIFO – first in, first out).**

**15.2 Normal delivery:** All monuments except for those identified for accelerated delivery shall be manufactured, inspected and released to the cemetery within **(10) business days** following the date the order was sent by MPS.

All monuments are the property of the United States Government and are deemed confidential. They shall not be made available for public viewing or disclosed in any manner prior to their official installation at the gravesite. Any monument that has not been installed at the designated gravesite shall be considered in production. The contractor must not release, publish, or use any information

related to the contract, including data about the decedent or the monument, to any party outside the contractor's organization, unless expressly authorized in writing.

**15.3 Accelerated Request (Casualties of War):** It is the goal of NCA to ensure the grave of active-duty service members who die because of enemy action is marked on the day of interment. When the cemetery director is made aware of a pending burial request for a U.S. casualty of war, they will provide to MPS the inscription who will in turn contact the Contractor to expedite the order. The Government will provide the inscription to the Contractor with not less than two (2) calendar days advance notification and advise the Contractor when the inscription needs to be completed**. All inscriptions identified as an accelerated delivery shall be provided at no additional cost to the Government for the accelerated processing.**

All monuments are the property of the United States Government and are deemed confidential. They shall not be made available for public viewing or disclosed in any manner prior to their official installation at the gravesite. Any monument that has not been installed at the designated gravesite shall be considered in production. The contractor must not release, publish, or use any information related to the contract, including data about the decedent or the monument, to any party outside the contractor's organization, unless expressly authorized in writing.

**15.4 Cancellations of Orders**: Occasionally, it shall be necessary to request from the Contractor that an order be cancelled. These cancellations shall be forwarded by e-mail to the Contractor only by the MPS Program Support Unit and within one (1) business day of receipt of the order. The Contractor shall be required to respond to each e-mailed request from the MPS Program Support Unit within one (1) business day following receipt of the cancellation.

**Stencils:** Charges for stencils from order cancellation requests will not be authorized. Such cancellations, which are usually 1% or less annually, shall be included in the unit price submitted by the contractor.

**Products:** The all-inclusive contract unit price shall be authorized for canceled order(s) if the monument has been manufactured but not shipped. A photo of the inscribed monument is required to support the cancellation charge and included in the cancellation request confirmation reply. An email reply from the contractor shall be sent to MPS within 24 hours of receipt of the cancellation request.

Weekly Status Report shall be annotated with the date of all cancellations in the Notes column, and the Summary tab should be annotated with date that cancellation photo was sent to MPS
For payment and invoicing purposes of the cancellations above:

- **For cancelled finished products charges -** the shipment number, Veteran(s) name and a copy of the photo submitted to MPS shall be included on the invoice. This information will be a separate line item which will include the unit price.

**15.5 Replacements-in-Kind:** It may be occasionally necessary to order an emblem, symbol, or format which differs from current approved forms. These rare occurrences must be provided by the Contractor as replacements in-kind at no additional cost. The cemetery will provide a photo to MPS to ensure the replacement reflects the inscription of the original headstone.

**16.0 Use of Appendix B – Transfer of Government-Furnished Headstones, Markers or Niche Covers and Appendix C – Completion of Inscription Service(s) (Process Responsibilities)**

**16.1** The Contractor is **NOT** responsible for unloading pallets of government-owned blanks from delivery trucks, nor for ensuring the number of pallets and monuments match what is stated on the bill of lading, nor for signing the bill of lading. The Contractor is **NOT** responsible for the inspection of blanks.

**16.2** Cemetery personnel are responsible for the storage of the newly received government-owned blanks until they are inspected by cemetery personnel, and their receipt is acknowledged by the Contractor using the **Appendix B – Transfer of Government-Furnished Headstones, Markers or Niche Covers** form.

**16.3** Cemetery personnel are responsible for transferring to the Contractor a pre-determined quantity of government-owned blanks by completing the Appendix B - Transfer of Government-Furnished Headstones, Markers or Niche Covers form.

**16.4** Cemetery personnel must complete the top portion of the form, check the appropriate box and insert the quantity that is being transferred to the Contractor.

**16.5** The Contractor must confirm the quantity of blanks being transferred and accept and sign the bottom of the form. Both the Contractor and the cemetery should retain a copy of the transfer for their records.

**16.6** The Contractor is responsible for setting up the government-owned blanks for inspection by cemetery personnel. If any rejects are identified due to chipping, inappropriate coloration, etc., the cemetery is responsible for the storage and eventual disposal of the rejected blanks. The quantity of rejects should be noted on the transfer form along with date and name of cemetery personnel performing the inspection. The cemetery is responsible for notifying MPS of the rejects and supplying photos.

**16.7** The Contractor takes possession and is responsible for the care and protection of blanks following the cemetery staff's inspection of the blanks. The Contractor shall be responsible for the cost of damage to blanks or inscribed monuments while in their custody. Reimbursement will be made monthly through an electronic payment from the Contractor to Department of Veterans Affairs via credit memorandum in Tungsten.

**16.8** The Contractor processes inscription orders and displays the completed inscribed monuments for inspection by cemetery personnel following the Contractor's own required quality control actions. Pre-release review by the cemetery does not relieve the Contractor of responsibility for performing an effective review of quality prior to turning inscribed monuments over to the cemetery. This should occur in a pre-determined location within the Contractor's inscription area.

**16.9 The Contractor shall be responsible for completing Appendix C – Completion of Inscription Service(s) form.** The Contractor shall complete the top portion of the form, checking the appropriate box and inserting the quantity of monuments that are ready for final inspection by cemetery personnel. Shipment numbers will be inserted for each monument completed. The Contractor shall inform the cemetery that monuments are ready for final inspection. This should be at

a pre-determined, mutually agreeable time as established between cemetery and Contractor personnel.

**16.10** Cemetery personnel are responsible for a final inspection and acceptance of the completed monuments utilizing the Monument Order Acknowledgement Report (MOAR). Any rejects will be noted on the form (Appendix C) and the cemetery inspector will sign and date for the cemetery. Both parties should retain a copy for their records.

**16.11** The cemetery will be responsible for scanning and emailing a copy of the Appendix C form, to the MPS COR, which will be used when certifying invoices for payment by the Contractor.

**16.12** The cemetery will be responsible for the removal of inspected and accepted monuments out of the inscription area. The cemetery will also be responsible for updating BOSS with the receipt date, which should match the date on the Appendix C form.

## 16.13 Rejects

**16.13.1** The cemetery is responsible for the destruction and disposal of blanks that are rejected prior to being turned over to the Contractor.

**16.13.2** The Contractor shall dispose of all rejected work within sixty (60) calendar days of rejection. Disposal means destroyed so no part of the inscription is legible, removal from cemetery property, and discarded so no part of the monument can be used for any other private or public purpose.

## 16.14 Reorder of Rejected Inscribed Monuments

**16.14.1** The cemetery will be required to reorder any rejected monuments through BOSS. The shipment order number (XXX-XXX) that was rejected will be entered in the "Remarks" section of the reorder with "Rejected". The Contractor shall not invoice for the rejected replacement monument for rejects due to Contractor error.

**16.14.2** MPS shall provide old and new shipment order numbers to the contractor along with picture for justification.

## 17.0 Procedures (Administrative and Other)

### 17.1 Government Responsibilities

a. MPS will email formatted orders on weekdays, when available, to a Contractor's self-designated email address.

b. Within two (2) workdays, MPS or the ACOR will clarify formatting questions regarding ordered items or advise the contractor as to whether extra time is needed to provide a reply. The Contractor shall submit questions to MPSProgSupport@va.gov for MPS to provide guidance regarding questionable circumstances.

c. Questions or issues regarding processing of an order, which cannot be resolved through submission to MPSProgSupport@va.gov, shall be routed by MPS to the CO for resolution.

d. While responsibilities may overlap to provide operational flexibility, only the Contracting Officer has authority to make binding decisions or direct changes to the contract, the COR/ACOR may provide technical direction within their delegated authority, the Cemetery Director may coordinate

onsite access and daily operations, and MPS may conduct inspections and provide program-level guidance, but none may alter the contract or direct work beyond their designated roles.

**18.0 Performance Evaluation**

a. In general, the Contracting Officer's Representative (COR) will initially notify the Contractor of any discrepancies either verbally, via email, or through a written inspection report. The Contractor will be requested to take corrective action. All such incidents will be documented on the COR checklist, indicating the date and time the deficiency was discovered and the date and time the Contractor was informed.

However, in instances where timeliness of service is critical, and deadlines are missed or services are otherwise not completed in the required timeframe, a Contract Discrepancy Report (CDR) may be issued immediately—without prior verbal or written warning. This applies particularly to services where delays can impact mission-critical operations or present safety concerns. The Contractor is expected to understand and comply with all time-sensitive requirements as stipulated in the contract.

b. Discrepancies that are determined to have resulted from Government action or inaction will not be counted against the Contractor's performance. In such cases, the COR will prepare and forward a written notification to the responsible Government organizational element requesting appropriate corrective measures.

c. If the Contractor fails to maintain satisfactory performance standards, a CDR will be issued. The timing of the issuance, whether immediate or at the conclusion of the performance period, will depend on the severity and impact of the failure. Upon issuance of a CDR, the COR and/or Contracting Officer may invoke any appropriate contractual remedies in accordance with FAR 52.212-4, "Inspection and Acceptance." The Contractor is required to complete the relevant portions of the CDR and submit it to the CO within ten (10) calendar days. The Contracting Officer will then assess the Contractor's response and proposed corrective plan to determine the appropriate next steps.

d. Issuance of a CDR, as outlined in the contract attachments, may prompt a formal meeting between the Contractor, Contracting Officer, and COR. The objective of such a meeting is to collaboratively address and resolve the noted discrepancies. Written minutes will be prepared and signed by all participants.

e. If the Contractor disagrees with the meeting minutes, they must submit a written statement of non-concurrence to the Contracting Officer within five (5) calendar days, outlining the reasons for their disagreement. The Contracting Officer will review the objections and decide whether to amend or uphold the original minutes. The Contractor will be informed of this decision in writing.

f. Once a corrective plan has been approved by the Contracting Officer and/or COR following issuance of a CDR, the Contractor shall have thirty (30) calendar days to implement it. If deficiencies persist beyond this period, appropriate contractual remedies will be pursued.

g. Should the Contractor fail to achieve satisfactory performance by the end of the next performance period or the agreed-upon suspense date, the Government may consider additional actions. These may include, but are not limited to, termination for cause.

**19.0 Employee Requirements**

a. The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work. All work performed shall be done at a minimum to the specs and in accordance with good commercial practices.

b. Small Business set-aside: all the awardee's managerial/supervisory employees, including those on site in supervisory roles, shall be direct hires of the Prime Contractor. Labor shall be employed such that 50% of the actual salaries and wages for time attributed to this contract are from actual Prime Contractor employees.

c. 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 for providing all labor and equipment necessary to meet deadlines. The Contractor shall provide all necessary resources to complete the efforts assigned under the scope of this contract.

**20. Invoicing:** Invoices are sent through Tungsten after acceptance at delivery.

**21. Point of Contact E-mail:** MPSProgSupport@va.gov

**END STATEMENT OF WORK**