

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Table of Contents

**CONTINUATION BLOCK ..... 4**

    2.1 SCHEDULE..... 7

    2.2 PERFORMANCE WORK STATEMENT ..... 12

**CONTRACT CLAUSES ..... 19**

**CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS ..... 34**

**SOLICITATION PROVISIONS ..... 62**

**REPRESENTATIONS AND CERTIFICATIONS..... 69**

**CONTINUATION BLOCK**

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00786  
Department of Veterans Affairs  
National Cemetery Administration  
Centralized Contracting Division (41D3A)  
5105 Russell Road  
Quantico VA 22134-3903

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

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

☐ 52.232-36, Payment by Third Party

3. **INVOICES:** Invoices shall be submitted in arrears:

a. Quarterly [ ]

b. Semi-Annually [ ]

c. Other [X] – Monthly for completed items or sub items

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

Department of Veterans Affairs  
FMS-786  
Financial Services Center  
P.O. Box 149971  
Austin TX 78714-8971

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, PARAGRAPH b, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

Sealed offers for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9 of SF 1449 until the date and time specified in Block 8. **CAUTION - LATE Submissions, Modifications, and Withdrawals:** See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

#### **Additional Information For Offerors**

##### **Requirements Contract**

This solicitation is for a firm fixed-price requirements contract. Offeror's attention is directed to FAR Clause 52.216-21 "Requirements Alternate I", which is part of this contract.

##### **Non-Personal Services Contract**

The services provided in the contract will involve non-personal services. The personnel rendering the services of the contract are not subject, either by contract terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

##### **Proposal Package**

The Offeror's proposal package should contain the following:

- 2 copies of SF1449 with completed blocks 17a & 30, and DUNS number entered in block 17a
- 2 copies of Price Proposal for all items in the schedule
- 2 copies of Acknowledgement of any amendments
- 2 copies of Completed FAR Clause 52.223-3 "Hazardous Material Identification and Material Safety Data"
- 2 copies of Completed FAR Provision 52.212-3 "Certifications and Representations" or indicate whether contractor has completed the annual representations and certifications electronically at <http://orca.bpn.gov>.
- 4 copies of Technical proposal (see FAR Provision 52.212-2 "Evaluation – Commercial Items).
- 4 copies of 3 Past Performance References

Submit proposal packages to the issuing Contracting Office indicated in block 9 of the 1449. Proposal packages that do not contain all the above materials will be rejected as non-responsive.

##### **Basis of Award**

Award will be made to the responsible, lowest price, technically acceptable proposal in accordance with FAR 15.101-2. Past performance will be evaluated in accordance with FAR 15.305. Technical Capability and Past Performance will be evaluated on a Pass/Fail basis in accordance with FAR 15.101-2, 15.304, and 15.305. No tradeoffs will be performed.

**Site Visits**

Offerors are encouraged and expected to visit and inspect the site where services are to be performed, prior to submitting their proposal. FAR Provision 52.237-1 "Site Visit" is part of this solicitation. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Site visits may be scheduled by contacting the Cemetery Directory at (866) 236-8159.

## 2.1 SCHEDULE

Contractor shall provide all labor, supervision, materials, equipment, tools and supplies necessary to provide complete Cemetery Grounds Maintenance Services to the Georgia National Cemetery, following VA National Cemetery Administration Operational Standards & Measures and Standard Operating Procedures. Contract period will consist of a base period from date of contract award through September 30, 2006, with four one-year options to extend the term of the contract through September 30, 2010. Units and services to be in accordance with Performance Work Statement, Performance Incentives / Disincentives, terms and conditions contained in this solicitation.

### BASE YEAR (April 1, 2006 (or date of contract award) through September 30, 2006)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
001	Grounds Maintenance Services to include Turf Maintenance, plant and tree maintenance, mowing, trimming and edging; sweeping or blowing off of roads and walkways; trash removal; debris removal, irrigation management; (approximately 10 acres per month)	60	Acres		
002	Headstone Cleaning and Maintenance headstones	1	ea		
003	Snow and Ice Removal	1	Job		
004	Sunken Grave Repair	1	ea		
005	Janitorial service including maintenance supplies - Admin & maintenance complex (including all restrooms) (approx, 4,000 sq st)	6	Mo		
006	Janitorial service including maintenance supplies - Public Information Building (including all restrooms) 1300 net sq footage.	1	Mo		
007	Transportation of casketed remains and floral arrangements from committal shelter to gravesite	750	ea		
008	Headstone Raise, Lower, Realign, Reset, Backfill	1	ea		
009	Headstone receiving and setting	1500	ea		
010	Replacement receiving & setting	50	ea		
011	Sod placement & Seeding of casketed sites	750	ea		
012	Daily Interment Shelter Set-up/cleaning (3 shelters)	125	ea		
013	Mowing of Type 2 Buffer area (Once annually)	11	Acres		
		<b>TOTAL</b>			

**OPTION YEAR I (October 1, 2006– September 30, 2007)**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
101	Grounds Maintenance Services to include Turf Maintenance, plant and tree maintenance, mowing, trimming and edging; sweeping or blowing off of roads and walkways; trash removal; debris removal; irrigation management (approximately 41 acres per month)	492	Acres		
102	Headstone Cleaning and Maintenance headstones (twice yearly)	2500	ea		
103	Snow and Ice Removal	2	Job		
104	Sunken Grave Repair	50	ea		
105	Janitorial service including maintenance supplies - Admin & maintenance complex (including all restrooms) 4000 net sq footage.	12	Mo		
106	Janitorial service including maintenance supplies - Public Information Building (including all restrooms) 1300 net sq footage.	6	Mo		
107	Transportation of casketed remains and floral arrangements from committal shelter to gravesite	1500	ea		
108	Headstone Raise, Lower, Realign, Reset, Backfill	100	ea		
109	Headstone receiving and setting	2000	ea		
110	Replacement receiving & setting	150	ea		
111	Sod placement & Seeding of casketed sites	1500	ea		
112	Daily Interment Shelter Set-up/cleaning (3 shelters)	250	ea		
113	Mowing of Type 2 Buffer area (twice annually)	22	Acres		
		<b>TOTAL ESTIMATED PRICE:</b>			



**OPTION YEAR 2 (October 1, 2007– September 30, 2008)**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
201	Grounds Maintenance Services to include Turf Maintenance, plant and tree maintenance, mowing, trimming and edging; sweeping or blowing off of roads and walkways; trash removal; debris removal; irrigation management (approximately 41 acres per month)	492	Acres		
202	Headstone Cleaning and Maintenance headstones (twice yearly)	4500	ea		
203	Snow and Ice Removal	2	Job		
204	Sunken Grave Repair	150	ea		
205	Janitorial service including maintenance supplies - Admin & maintenance complex (including all restrooms) 4000 net sq footage.	12	Mo		
206	Janitorial service including maintenance supplies - Public Information Building (including all restrooms) 1300 net sq footage.	12	Mo		
207	Transportation of casketed remains and floral arrangements from committal shelter to gravesite	1500	ea		
208	Headstone Raise, Lower, Realign, Reset, Backfill	150	ea		
209	Headstone receiving and setting	2000	ea		
210	Replacement receiving & setting	150	ea		
211	Sod placement & Seeding of casketed sites	1500	ea		
212	Daily Interment Shelter Set-up/cleaning (3 shelters)	250	ea		
213	Mowing of Type 2 Buffer area (twice annually)	22	Acres		
		<b>TOTAL ESTIMATED PRICE:</b>			

**OPTION YEAR 3 (October 1, 2008– September 30, 2009)**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
301	Grounds Maintenance Services to include Turf Maintenance, plant and tree maintenance, mowing, trimming and edging; sweeping or blowing off of roads and walkways; trash removal; debris removal; irrigation management (approximately 41 acres per month)	492	Acres		
302	Headstone Cleaning and Maintenance headstones (twice yearly)	6500	ea		
303	Snow and Ice Removal	2	Job		
304	Sunken Grave Repair	250	ea		
305	Janitorial service including maintenance supplies - Admin & maintenance complex (including all restrooms) 4000 net sq footage.	12	Mo		
306	Janitorial service including maintenance supplies - Public Information Building (including all restrooms) 1300 net sq footage.	12	Mo		
307	Transportation of casketed remains and floral arrangements from committal shelter to gravesite	1500	ea		
308	Headstone Raise, Lower, Realign, Reset, Backfill	200	ea		
309	Headstone receiving and setting	2000	ea		
310	Replacement receiving & setting	150	ea		
311	Sod placement & Seeding of casketed sites	1500	ea		
312	Daily Interment Shelter Set-up/cleaning (3 shelters)	250	Daily		
313	Mowing of Type 2 Buffer area (twice annually)	22	Acres		
		<b>TOTAL ESTIMATED PRICE:</b>			

**OPTION YEAR 4 (October 1, 2009– September 30, 2010)**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
401	Grounds Maintenance Services to include Turf Maintenance, plant and tree maintenance, mowing, trimming and edging; sweeping or blowing off of roads and walkways; trash removal; debris removal; irrigation management (approximately 41 acres per month)	492	Acres		
402	Headstone Cleaning and Maintenance headstones (twice yearly)	8500	ea		
403	Snow and Ice Removal	2	Job		
404	Sunken Grave Repair (not applicable in Base Year)	250	ea		
405	Janitorial service including maintenance supplies - Admin & maintenance complex (including all restrooms) 4000 net sq footage.	12	Mo		
406	Janitorial service including maintenance supplies - Public Information Building (including all restrooms) 1300 net sq footage.	12	Mo		
407	Transportation of casketed remains and floral arrangements from committal shelter to gravesite	1500	ea		
408	Headstone Raise, Lower, Realign, Reset, Backfill	200	ea		
409	Headstone receiving and setting	2000	ea		
410	Replacement receiving & setting	150	ea		
411	Sod placement & Seeding of casketed sites	1500	ea		
412	Daily Interment Shelter Set-up/cleaning (3 shelters)	250	Daily		
413	Mowing of Type 2 Buffer area (twice annually)	22	Acres		
		<b>TOTAL ESTIMATED PRICE:</b>			

<b>BASE YEAR</b>	\$ _____
<b>OPTION YEAR I</b>	\$ _____
<b>OPTION YEAR 2</b>	\$ _____
<b>OPTION YEAR 3</b>	\$ _____
<b>OPTION YEAR 4</b>	\$ _____
<b>Grand Total Estimated Price:</b>	<b>\$</b> _____

## **2.2 PERFORMANCE WORK STATEMENT**

### **1. GENERAL INFORMATION:**

- a. This is a performance-based contract for cemetery facilities maintenance services at Georgia National Cemetery, Canton, GA, hereafter referred to as "Cemetery." The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities described herein, which are required to maintain an acceptable appearance of the cemetery grounds.
- b. National cemeteries are a resting place for our nation's heroes and as such, the standards for management, maintenance and appearance of these cemeteries have been established by the National Cemetery Administration to reflect this nation's concern and respect for those interred there. The National Cemetery Administration (NCA) mission: the NCA honors veterans with a final resting place and lasting memorials that commemorate their service to our nation.

### **2. INTRODUCTION:**

This Performance Work Statement describes the basic objectives of the Georgia National Cemetery. The Performance Based Service Contract provides potential offerors the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the Government with an opportunity to assess the offeror's understanding of all aspects of the effort to be performed by eliminating the "how to" instructions to accomplish the required effort normally contained on the Statement of Work that the Government traditionally provides to prospective offerors. Minimum levels of performance and disincentive for failure to meet the minimum levels are outlined in the "Performance Of Work Requirements Summary" contained in Attachment C.

### **3. BACKGROUND:**

The Georgia National Cemetery is located at 2025 Mount Carmel Church Lane, Canton, GA 30114. The cemetery is under construction, the base year will include 10 acres for mowing and that will increase up to 41 acres during this contract (option year 1) as construction is completed. The cemetery's anticipated burial rate will be 2000-2500 per year. National Cemeteries are National Shrines. The standards of maintenance and appearance at these cemeteries must reflect this nation's concern for those interred there. For this reason, strict adherence to the specifications is required as well as National Cemetery Administration standards.

### **4. DESCRIPTION OF SERVICES:**

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed at Georgia National Cemetery in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance throughout. Services include, but are not limited to maintenance of grounds, regular mowing, weed eating, removal of leaves and debris, as well as, sweeping or blowing off roads and sidewalks, maintenance of gravesites and headstones, and the alignment and washing of headstones, headstone installation and maintenance, turf maintenance, plant and tree maintenance, sunken grave repair, trash removal, snow and ice removal, placement and removal of flags, and janitorial services. All work will be done during normal Federal workdays in daylight hours. The exception is Memorial Day, which shall be considered a work day at the Cemetery.

**5. PROGRAM OBJECTIVES:**

- a. The Contractor shall be responsible for full management of the facility's maintenance services described herein. The Government's objectives are described in the NCA's "Operational Standards and Measures" contained in Attachment B. The Contractor shall develop a "Performance Work Plan" that contains solutions to accomplish the same objectives as stated in the NCA "Operational Standards and Measures", as they are applicable to the services required in the Schedule. The Contractor may use whatever method he/she chooses to meet the objectives, as long as the end result satisfies the minimum acceptable levels of performance as defined in the Performance Work Requirements Summary contained in Attachment C.
- b. The Contractor shall be responsible for:
  - i. Providing all grounds maintenance services including, but not limited to: Maintenance of grounds, regular mowing, edging, trimming, removal of leaves and debris, as well as, sweeping or blowing off roads and sidewalks, and trash removal.
  - ii. Turf Maintenance: Proper fertilizing, weeding, sodding and seeding of turf.
  - iii. Turf surrounding a headstone or marker is trimmed to its recommended height.
  - iv. Plant and Tree Maintenance.
  - v. Maintenance of gravesites and headstones.
  - vi. Headstone cleaning and maintenance.
  - vii. Headstone Setting and Alignment
  - viii. Sunken grave repair.
  - ix. Transportation of caskets from committal shelter to gravesite.
  - x. Snow and ice removal.
  - xi. Placement and removal of flags.
  - xii. Provide a safe working environment for Contractor, cemetery staff and general public.
  - xiii. Clean and sanitize public restrooms.
  - xiv. Clean administration and maintenance building to include offices, lunch room, honor team room and all restrooms.
  - xv. Ensuring all work conforms to the NCA's established National Standards.

**6. CONTRACT OBJECTIVES:**

- a. To use an innovative and creative technical approach to manage the cemetery facilities maintenance operations at the Georgia National Cemetery in order to maintain the high standards of appearance as a National Shrine, in accordance with standard commercial

practices and the NCA's "Operational Standards and Measures" (Version 2.0, October 2004).

- b. To have the Contractor propose a business solution using performance based contracting techniques with incentives and disincentives designed to reward superior performance.
- c. Specifically, the Contractor shall establish a performance plan focusing on criteria such as healthy grass, trees, shrubs, and plants and a clean, neat and professional appearance overall. The plan will include a performance work schedule, list of materials the contractor plans to use, labor and a quality control plan to monitor the contractor's performance in meeting the cemetery goals.
- d. The minimum life of the contract should be one base period with options to extend the term of the contract up to four (4) additional years. The maximum life of the contract, including any options, shall not exceed five (5) years.

**7. STANDARDS OF EMPLOYEE CONDUCT:**

- a. Contractor and Contractor personnel shall be required to adhere to the following standards of dress and conduct while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 901.
  - i. Be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Shoes/boots will have no holes or loose soles. Steel-toed shoes will be required in accordance with OSHA requirements. Contractor employees will maintain personal hygiene.
  - ii. Shall not engage in loud or boisterous behavior or use profane or abusive language. Shall show proper reverence during committal services.
  - iii. Shall neither eat nor drink beverages (except water or non-alcoholic drinks) in the work areas, nor in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
  - iv. Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.
  - v. The only designated smoking area for the Georgia National Cemetery is located by the maintenance building. All other areas are designated as NO SMOKING.

**8. PARKING AND VA REGULATIONS:**

Contractor employees may park privately owned vehicles in the area designated for parking by the COTR. It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. The Cemetery will not invalidate or make reimbursement for parking violations of the Contractor's employees 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 VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

**9. USE OF CEMETERY FACILITIES:**

- a. The Government shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.
- b. The Government will not furnish a storage building at the cemetery site for use by the Contractor to store supplies and equipment. However, the government will provide an area designated for the contractor use. The contractor can establish facilities to include but not limited to office site, covered storage, etc on or in the designated area after such facilities are approved by the COTR and CO. The Government will provide water to the contractor's designated area, all other utilities to this area are the responsibility of the contractor. The Government will not be responsible for any damage to or loss of the Contractor's equipment and supplies stored on the Government's premises. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment.
- c. The Contractor will be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- d. Electricity and phone service will NOT be furnished by the Government for the contractor's work area. However, government will provide all electricity and water used on and for the cemetery facility.

**10. INSPECTION AND CLEANING OF CEMETERY FACILITIES:**

- a. The Contractor will perform a weekly inspection. During this inspection the appearance of the cemetery will be observed, and any deficiencies noted within the scope of the contract will be corrected as soon as practicable. Items that need correcting outside the scope of the contract will be reported to the Contracting Officer or his representative.
- b. The Contractor will be required to submit inspection reports and work accomplished to the COTR weekly. The COTR is located at Georgia National Cemetery, Canton, Georgia. The inspection forms will be provided to the Contractor.

**11. SUPERVISION AND TRAINING:**

- a. The Contractor shall provide a supervisor who speaks fluent English on site at all times.
- b. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.
- c. The Contractor shall also be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be

furnished by the Contractor to Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:

- i. National Fire Protection Association (NFPA): 10-1998 Standard for Portable Fire Extinguishers
- ii. Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
- iii. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

**12. PLACEMENT OF ORDERS:**

- a. Delivery Orders for services at Georgia National Cemetery will be placed by the COTR through the Contracting Officer and may be placed initially via facsimile (fax) or electronic mail (e-mail). Orders may be followed up with a copy forwarded by either U. S. Mail or a commercial courier service, to ensure legibility.
- b. Agents/Branches; If the Contractor maintains agents/branches, the Department of Veterans Affairs is to be provided with a list containing any information necessary indicating how and with whom orders are to be placed.

**13. MAINTENANCE DURING CEMETERY FUNCTIONS:**

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COTR will set the designated area. The COTR or his/her representative shall furnish the Contractor with a schedule of all interments and/or ceremonies no later than the close of business of the day prior to the scheduled interment, and a minimum of three (3) days before any ceremonial events.

**14. PERFORMANCE EVALUATION MEETING:**

- a. The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of a meeting among the Contractor, Contracting Officer, and the COTR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, Contracting Officer, and the COTR will sign minutes of the meeting(s).
- b. Should the Contractor not concur with the minutes, he will state in writing to the Contracting Officer within ten calendar days any areas he does not concur and explain the reasons for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision. The Contracting Officer will notify the Contractor of the decision in writing within ten calendar days.

**15. ACTIONS:**

- a. Normally, the COTR will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the



problem. A notation will be made on the COTR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.

- b. If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, the COTR will forward a written notice to the responsible organizational element requesting corrective action be taken.
- c. When the Contractor is not meeting the limits of satisfactory performance, a CDR will be issued to the Contractor. The seriousness of the failures should govern whether to issue CDR at the end of the period, or as soon as the limits of satisfactory performance are exceeded.
- d. When a CDR is issued for a service, the Contracting Officer must deduct from the periodic payment, a percentage of that payment as indicated in the Performance of Work Requirements Summary as attached hereto.
- e. If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR will be issued and the appropriate amount deducted from the periodic payment in accordance with the disincentive rate listed in the attached Performance Requirements Summary.
- f. A third CDR will be the cause for a Cure Notice. However, the Contracting Officer may issue a Cure Notice at any time he/she deems appropriate. Depending on the overall performance of the Contractor, an unsatisfactory reply to the Cure Notice should require a Show Cause letter to be issued, followed by consideration of termination of the contract.

**16. CONTRACTOR'S QUALITY CONTROL PLAN (QCP):**

- a. The Contractor shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. This QCP will be forwarded to the CO along with the requested initial quotation. The CO will review the QCP and list any needed clarifications, and return to Contractor for response, if necessary. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
  - 1. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and documented, and the title of the individual(s) who will perform the inspections.
  - 2. On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
  - 3. Incorporation of either active or established internal policy and procedures for updating equipment and procedures, that may affect performance of contract.
  - 4. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable, and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

5. On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
6. A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services.
7. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

**17. HISTORIC PRESERVATION:**

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

## CONTRACT CLAUSES

### 3.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, ``doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

### **3.2 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions-- Commercial Items**

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

#### **3.3 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of Clause)

#### **3.4 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

(b) General Liability: \$500,000 per occurrences.

(c) Automobile liability: \$250,000 per person; \$500,000 per occurrence and \$100,000 property damage.

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

(End of Clause)

### **3.5 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through September 30, 2010.

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

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

(End of Clause)

### **3.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 300,000;

(2) Any order for a combination of items in excess of \$500,000;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)



**3.7 52.216-21 REQUIREMENTS (OCT 1995)  
ALTERNATE I (APR 1984)**

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

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

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2010.

(End of Clause)

**3.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

### **3.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<b>Employee Class</b>	<b>Monetary Wage &amp; Fringe Benefits</b>
Grounds Maintenance Worker (Junior) WG-3	\$12.92 *
Ground Maintenance Worker (Senior) WG-5	\$15.27 *
Ground Maintenance Supervisor or Foreman WS-7	\$28.03 *
Above wages from Atlanta, Georgia (ATL) Wage Area	

The monetary wages (hourly rates) are computed in accordance with FAR 22.1016(b).

\* Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).
2. Annual Leave: Two hours of annual leave each week for an employee with less than three years service; three hours of annual leave each week for an employee with three but less than fifteen years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.
3. Sick Leave: Two hours of sick leave each week for all employees.
4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act (for temporary employees) at 7 percent of basic hourly rate.
5. Retirement at 0.8 percent for employees hired on January 1, 1986, or after.
6. Medicare: 1.45 percent of basic hourly rates for all employees.
7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of \$80,400.

(End of clause)

**3.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL  
ITEMS (FEB 2006)**

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

☐ (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

☐ (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

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

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

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

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

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

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

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

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

☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

☐ (iii) Alternate II (OCT 1998) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

☐ (ii) Alternate I (JAN 2006) of 52.225-3.

☐ (iii) Alternate II (JAN 2006) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☒ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

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

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

(End of Clause)

**3.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**3.12 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 1991) ALTERNATE I (JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)

---



---



---

Identification No.

---



---



---

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to

award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of Clause)



**3.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.arnet.gov/far>

<http://www1.va.gov/oamm/acquisitions/ars/policyreg/vaar/>

52.203-3	GRATUITIES	APR 1984
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.232-17	INTEREST	JUN 1996
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.203-71	DISPLAY OF VA HOTLINE POSTER	
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.202-1	DEFINITIONS	JUL 2004
852.270-4	COMMERCIAL ADVERTISING	NOV 1984

(End of Clause)

**CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**ATTACHMENT A**    WAGE DETERMINATION

**ATTACHMENT B**    NCA OPERATIONAL STANDARDS AND MEASURES  
See attached document OPERSTANDMEAS\_V2.PDF

**ATTACHMENT C**    PERFORMANCE OF WORK REQUIREMENTS SUMMARY

**ATTACHMENT D**    QUALITY ASSURANCE PLAN

**ATTACHMENT E**    SITE PLAN

**ATTACHMENT F**    EVALUATION PLAN

# ATTACHMENT A

## REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

William W. Gross Director Division of Wage Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2133

Revision No.: 28

Date of Last Revision: 05/23/2005

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

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

### OCCUPATION CODE - TITLE MINIMUM WAGE RATE

#### 01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I 11 .38  
01012 - Accounting Clerk II 13 .15  
01013 - Accounting Clerk III 14 .38  
01014 - Accounting Clerk IV 16 .09  
01030 - Court Reporter 17 .37  
01050 - Dispatcher, Motor Vehicle 18 .36  
01060 - Document Preparation Clerk 12 .54  
01070 - Messenger (Courier) 9 .86  
01090 - Duplicating Machine Operator 12 .54  
01110 - Film/Tape Librarian 12 .77  
01115 - General Clerk I 9 .81  
01116 - General Clerk II 11 .37  
01117 - General Clerk III 13 .93  
01118 - General Clerk IV 14 .85  
01120 - Housing Referral Assistant 19 .86  
01131 - Key Entry Operator I 12 .32  
01132 - Key Entry Operator II 13 .98  
01191 - Order Clerk I 11 .11  
01192 - Order Clerk II 12 .64  
01261 - Personnel Assistant (Employment) I 12 .35  
01262 - Personnel Assistant (Employment) II 14 .25  
01263 - Personnel Assistant (Employment) III 16 .74  
01264 - Personnel Assistant (Employment) IV 18 .79  
01270 - Production Control Clerk 15 .58  
01290 - Rental Clerk 11 .85  
01300 - Scheduler, Maintenance 14 .57

01311 - Secretary I 14 .57  
01312 - Secretary II 17 .37  
01313 - Secretary III 19 .86  
01314 - Secretary IV 22 .89  
01315 - Secretary V 28 .15  
01320 - Service Order Dispatcher 15 .22  
01341 - Stenographer I 13 .60  
01342 - Stenographer II 15 .85  
01400 - Supply Technician 21 .82  
01420 - Survey Worker (Interviewer) 15 .21  
01460 - Switchboard Operator-Receptionist 11 .53  
01510 - Test Examiner 17 .37  
01520 - Test Proctor 17 .37  
01531 - Travel Clerk I 12 .03  
01532 - Travel Clerk II 13 .14  
01533 - Travel Clerk III 14 .15  
01611 - Word Processor I 12 .55  
01612 - Word Processor II 14 .41  
01613 - Word Processor III 16 .54

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian 13 .48  
03041 - Computer Operator I 15 .18  
03042 - Computer Operator II 17 .43  
03043 - Computer Operator III 19 .44  
03044 - Computer Operator IV 21 .60  
03045 - Computer Operator V 24 .77  
03071 - Computer Programmer I (1) 21 .41  
03072 - Computer Programmer II (1) 23 .01  
03073 - Computer Programmer III (1) 27 .58  
03074 - Computer Programmer IV (1) 27 .62  
03101 - Computer Systems Analyst I (1) 27 .62  
03102 - Computer Systems Analyst II (1) 27 .62  
03103 - Computer Systems Analyst III (1) 27 .62  
03160 - Peripheral Equipment Operator 15 .18

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass 20 .01  
05010 - Automotive Glass Installer 17 .71  
05040 - Automotive Worker 17 .71  
05070 - Electrician, Automotive 18 .90  
05100 - Mobile Equipment Servicer 15 .33  
05130 - Motor Equipment Metal Mechanic 19 .90  
05160 - Motor Equipment Metal Worker 17 .71  
05190 - Motor Vehicle Mechanic 19 .90  
05220 - Motor Vehicle Mechanic Helper 15 .40  
05250 - Motor Vehicle Upholstery Worker 16 .71  
05280 - Motor Vehicle Wrecker 17 .71  
05310 - Painter, Automotive 18 .90  
05340 - Radiator Repair Specialist 17 .71  
05370 - Tire Repairer 13 .80  
05400 - Transmission Repair Specialist 19 .90

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker 8 .53  
07010 - Baker 11 .09

07041 - Cook I 10 .63  
07042 - Cook II 12 .08  
07070 - Dishwasher 8 .50  
07130 - Meat Cutter 11 .46  
07250 - Waiter/Waitress 7 .59

**09000 - Furniture Maintenance and Repair Occupations**

09010 - Electrostatic Spray Painter 16 .64  
09040 - Furniture Handler 12 .05  
09070 - Furniture Refinisher 15 .46  
09100 - Furniture Refinisher Helper 11 .95  
09110 - Furniture Repairer, Minor 14 .06  
09130 - Upholsterer 15 .46

**11030 - General Services and Support Occupations**

11030 - Cleaner, Vehicles 9 .16  
11060 - Elevator Operator 9 .00  
11090 - Gardener 12 .82  
11121 - House Keeping Aid I 8 .25  
11122 - House Keeping Aid II 9 .00  
11150 - Janitor 9 .83  
11210 - Laborer, Grounds Maintenance 10 .41  
11240 - Maid or Houseman 8 .30  
11270 - Pest Controller 13 .26  
11300 - Refuse Collector 9 .83  
11330 - Tractor Operator 12 .36  
11360 - Window Cleaner 11 .25

**12000 - Health Occupations**

12020 - Dental Assistant 14 .83  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver 14 .66  
12071 - Licensed Practical Nurse I 13 .15  
12072 - Licensed Practical Nurse II 14 .76  
12073 - Licensed Practical Nurse III 16 .56  
12100 - Medical Assistant 12 .47  
12130 - Medical Laboratory Technician 13 .99  
12160 - Medical Record Clerk 13 .71  
12190 - Medical Record Technician 15 .03  
12221 - Nursing Assistant I 8 .77  
12222 - Nursing Assistant II 9 .86  
12223 - Nursing Assistant III 10 .77  
12224 - Nursing Assistant IV 12 .08  
12250 - Pharmacy Technician 13 .52  
12280 - Phlebotomist 12 .08  
12311 - Registered Nurse I 20 .91  
12312 - Registered Nurse II 25 .29  
12313 - Registered Nurse II, Specialist 25 .29  
12314 - Registered Nurse III 30 .56  
12315 - Registered Nurse III, Anesthetist 30 .56  
12316 - Registered Nurse IV 36 .63

**13000 - Information and Arts Occupations**

13002 - Audiovisual Librarian 20 .15  
13011 - Exhibits Specialist I 16 .24  
13012 - Exhibits Specialist II 20 .11  
13013 - Exhibits Specialist III 24 .23

13041 - Illustrator I 18 .99  
13042 - Illustrator II 23 .52  
13043 - Illustrator III 28 .34  
13047 - Librarian 25 .87  
13050 - Library Technician 14 .50  
13071 - Photographer I 14 .44  
13072 - Photographer II 15 .01  
13073 - Photographer III 18 .59  
13074 - Photographer IV 22 .40  
13075 - Photographer V 23 .86

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler 8 .55  
15030 - Counter Attendant 8 .55  
15040 - Dry Cleaner 10 .97  
15070 - Finisher, Flatwork, Machine 8 .55  
15090 - Presser, Hand 8 .55  
15100 - Presser, Machine, Drycleaning 8 .55  
15130 - Presser, Machine, Shirts 8 .55  
15160 - Presser, Machine, Wearing Apparel, Laundry 8 .55  
15190 - Sewing Machine Operator 11 .85  
15220 - Tailor 13 .06  
15250 - Washer, Machine 9 .68

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom) 15 .46  
19040 - Tool and Die Maker 22 .45

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator 16 .03  
21020 - Material Coordinator 17 .64  
21030 - Material Expediter 17 .64  
21040 - Material Handling Laborer 12 .00  
21050 - Order Filler 11 .87  
21071 - Forklift Operator 14 .08  
21080 - Production Line Worker (Food Processing) 14 .08  
21100 - Shipping/Receiving Clerk 13 .35  
21130 - Shipping Packer 13 .35  
21140 - Store Worker I 10 .71  
21150 - Stock Clerk (Shelf Stocker; Store Worker II) 14 .08  
21210 - Tools and Parts Attendant 14 .08  
21400 - Warehouse Specialist 14 .38

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic 20 .66  
23040 - Aircraft Mechanic Helper 15 .11  
23050 - Aircraft Quality Control Inspector 21 .75  
23060 - Aircraft Servicer 17 .34  
23070 - Aircraft Worker 18 .45  
23100 - Appliance Mechanic 18 .74  
23120 - Bicycle Repairer 12 .83  
23125 - Cable Splicer 20 .60  
23130 - Carpenter, Maintenance 15 .53  
23140 - Carpet Layer 16 .22  
23160 - Electrician, Maintenance 21 .69  
23181 - Electronics Technician, Maintenance I 17 .35

23182 - Electronics Technician, Maintenance II 23 .51  
23183 - Electronics Technician, Maintenance III 25 .98  
23260 - Fabric Worker 13 .70  
23290 - Fire Alarm System Mechanic 17 .12  
23310 - Fire Extinguisher Repairer 13 .66  
23340 - Fuel Distribution System Mechanic 18 .92  
23370 - General Maintenance Worker 14 .78  
23400 - Heating, Refrigeration and Air Conditioning Mechanic 20 .81  
23430 - Heavy Equipment Mechanic 18 .03  
23440 - Heavy Equipment Operator 18 .23  
23460 - Instrument Mechanic 18 .33  
23470 - Laborer 9 .92  
23500 - Locksmith 15 .46  
23530 - Machinery Maintenance Mechanic 19 .00  
23550 - Machinist, Maintenance 18 .32  
23580 - Maintenance Trades Helper 12 .53  
23640 - Millwright 20 .19  
23700 - Office Appliance Repairer 17 .36  
23740 - Painter, Aircraft 18 .56  
23760 - Painter, Maintenance 15 .66  
23790 - Pipefitter, Maintenance 20 .24  
23800 - Plumber, Maintenance 19 .27  
23820 - Pneudraulic Systems Mechanic 18 .33  
23850 - Rigger 17 .96  
23870 - Scale Mechanic 16 .22  
23890 - Sheet-Metal Worker, Maintenance 19 .19  
23910 - Small Engine Mechanic 14 .58  
23930 - Telecommunication Mechanic I 19 .76  
23931 - Telecommunication Mechanic II 21 .81  
23950 - Telephone Lineman 19 .76  
23960 - Welder, Combination, Maintenance 16 .33  
23965 - Well Driller 16 .33  
23970 - Woodcraft Worker 17 .11  
23980 - Woodworker 13 .76

24000 - Personal Needs Occupations

24570 - Child Care Attendant 8 .55  
24580 - Child Care Center Clerk 10 .22  
24600 - Chore Aid 9 .94  
24630 - Homemaker 13 .83

25000 - Plant and System Operation Occupations

25010 - Boiler Tender 21 .71  
25040 - Sewage Plant Operator 17 .01  
25070 - Stationary Engineer 21 .71  
25190 - Ventilation Equipment Tender 13 .15  
25210 - Water Treatment Plant Operator 15 .46

27000 - Protective Service Occupations

(not set) - Police Officer 17 .27  
27004 - Alarm Monitor 14 .36  
27006 - Corrections Officer 14 .13  
27010 - Court Security Officer 15 .66  
27040 - Detention Officer 15 .32  
27070 - Firefighter 16 .29  
27101 - Guard I 9 .22

27102 - Guard II 14 .54

28000 - Stevedoring/Longshoremen Occupations

28010 - Blocker and Bracer 17 .14

28020 - Hatch Tender 17 .14

28030 - Line Handler 17 .14

28040 - Stevedore I 16 .09

28050 - Stevedore II 18 .38

29000 - Technical Occupations

21150 - Graphic Artist 22 .27

29010 - Air Traffic Control Specialist, Center (2) 32 .10

29011 - Air Traffic Control Specialist, Station (2) 22 .13

29012 - Air Traffic Control Specialist, Terminal (2) 24 .37

29023 - Archeological Technician I 16 .97

29024 - Archeological Technician II 18 .99

29025 - Archeological Technician III 23 .52

29030 - Cartographic Technician 23 .52

29035 - Computer Based Training (CBT) Specialist/ Instructor 27 .62

29040 - Civil Engineering Technician 18 .59

29061 - Drafter I 14 .41

29062 - Drafter II 18 .27

29063 - Drafter III 18 .99

29064 - Drafter IV 23 .52

29081 - Engineering Technician I 15 .28

29082 - Engineering Technician II 19 .31

29083 - Engineering Technician III 20 .68

29084 - Engineering Technician IV 24 .19

29085 - Engineering Technician V 28 .22

29086 - Engineering Technician VI 30 .59

29090 - Environmental Technician 20 .68

29100 - Flight Simulator/Instructor (Pilot) 30 .01

29160 - Instructor 25 .27

29210 - Laboratory Technician 16 .42

29240 - Mathematical Technician 18 .80

29361 - Paralegal/Legal Assistant I 17 .52

29362 - Paralegal/Legal Assistant II 21 .25

29363 - Paralegal/Legal Assistant III 25 .93

29364 - Paralegal/Legal Assistant IV 29 .03

29390 - Photooptics Technician 22 .75

29480 - Technical Writer 27 .18

29491 - Unexploded Ordnance (UXO) Technician I 20 .40

29492 - Unexploded Ordnance (UXO) Technician II 24 .68

29493 - Unexploded Ordnance (UXO) Technician III 29 .58

29494 - Unexploded (UXO) Safety Escort 20 .40

29495 - Unexploded (UXO) Sweep Personnel 20 .40

29620 - Weather Observer, Senior (3) 26 .41

29621 - Weather Observer, Combined Upper Air and Surface Programs (3) 20 .09

29622 - Weather Observer, Upper Air (3) 20 .09

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver 14 .76

31260 - Parking and Lot Attendant 8 .15

31290 - Shuttle Bus Driver 12 .75

31300 - Taxi Driver 9 .73

31361 - Truckdriver, Light Truck 13 .00



31362 - Truckdriver, Medium Truck 14 .55  
31363 - Truckdriver, Heavy Truck 17 .24  
31364 - Truckdriver, Tractor-Trailer 17 .24

**99000 - Miscellaneous Occupations**

99020 - Animal Caretaker 9 .12  
99030 - Cashier 8 .96  
99041 - Carnival Equipment Operator 10 .16  
99042 - Carnival Equipment Repairer 11 .81  
99043 - Carnival Worker 7 .62  
99050 - Desk Clerk 9 .20  
99095 - Embalmer 18 .37  
99300 - Lifeguard 10 .21  
99310 - Mortician 20 .21  
99350 - Park Attendant (Aide) 11 .53  
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) 10 .21  
99500 - Recreation Specialist 10 .25  
99510 - Recycling Worker 13 .07  
99610 - Sales Clerk 9 .69  
99620 - School Crossing Guard (Crosswalk Attendant) 9 .83  
99630 - Sport Official 8 .88  
99658 - Survey Party Chief (Chief of Party) 15 .71  
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) 12 .98  
99660 - Surveying Aide 9 .35  
99690 - Swimming Pool Operator 14 .27  
99720 - Vending Machine Attendant 11 .69  
99730 - Vending Machine Repairer 14 .27  
99740 - Vending Machine Repairer Helper 11 .69

---

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.87 an hour or \$114.80 a week or \$497.47 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled

workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or

by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

## ATTACHMENT C

### PERFORMANCE OF WORK REQUIREMENTS SUMMARY

1. The purpose of this exhibit is to:
  - A. List the contract requirements considered most critical to acceptable contract performance.
  - B. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
  - C. Define the procedure the Government shall use in reducing the Contractor's monthly payment if satisfactory performance is not rendered.
2. The Government's quality assurance procedures are based on actual performance of the contract and all areas will be reviewed periodically, (e.g. weekly, monthly, quarterly, semi-annually).
3. The criteria for acceptable and unacceptable performance are as follows:
  - A. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
  - B. If the quality of work does not comply with the contract requirements the COTR will initiate and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
  - C. The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in this contract.
  - D. If the level of performance is deemed unacceptable to the Government concurrent with two unsatisfactory ratings, monthly payment will be reduced for unsatisfactory performance by the percentage as shown in the chart below:

**(1) HEADSTONE SETTING AND ALIGNMENT**

<b>Performance Standard</b>	<b>Minimum Acceptable Level (MAL)</b>	<b>Desired Level (DL)</b>	<b>Disincentive</b>	<b>Incentive</b>
Headstones and Markers are properly aligned.	90% of Headstones and Markers inspected meet proper height and alignment requirements.	100% of Headstones and Markers inspected meet proper height and alignment requirements.	20% of invoice deducted for failure to meet MAL.	Full payment of invoice
Safety Maintained during operations	No accidents or incidents due to contractor's failure to take safety precautions.	No accidents or incidents due to contractor's failure to take safety precautions.	5 % of invoice deducted for safety violation.	Full payment of invoice

**(2) HEADSTONE CLEANING AND MAINTENANCE**

<b>Performance Standard</b>	<b>Minimum Acceptable Level (MAL)</b>	<b>Desired Level (DL)</b>	<b>Disincentive</b>	<b>Incentive</b>
Headstones and Markers are clean and free of debris and objectionable accumulations	90% of Headstones and Markers inspected are acceptably clean and free of debris	100% of Headstones and Markers inspected are acceptably clean and free of debris	20% deduction from invoice for failure to meet MAL.	Full payment of invoice
Safety Maintained during operations	No accidents or incidents due to contractor's failure to take safety precautions.	No accidents or incidents due to contractor's failure to take safety precautions.	5% of invoice deducted for safety violation.	Full payment of invoice

## (3) GROUNDS MAINTENANCE

Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
<b>Turf Maintenance</b>	90 % of Turf area is pest and weed free. Healthy and green appearance. Sod/seed replaced where appropriate.	95 % of Turf area is pest and weed free. Healthy and green appearance. Sod/seed replaced where appropriate.	20% of invoice deduction for failing to meet MAL	Full payment of invoice
<b>Mowing</b>	95 % of Turf area is maintained within one inch above the range of that which is professionally recommended for that type and region	100 % of Turf area is maintained within one inch above the range of that which is professional ly recommended for that type and region	20% of invoice deduction for failing to meet MAL	Full payment of invoice
<b>Plant &amp; Tree Maintenance</b>	95 % of Plants and Trees are free of pests and are maintained at a healthy, shaped and trimmed to proper height and shape for size and type of tree.	100 % Plants and Trees are free of pests and are maintained at a healthy, shaped and trimmed to proper height and shape for size and type of tree.	5% of invoice deduction for failing to meet MAL	Full payment of invoice
<b>Trimming and Edging</b>	98% of all unmowed grass around headstones, monuments, markers and other vertical surfaces are trimmed to its recommended height.	100% of all unmowed grass around headstones, monuments, markers and other vertical surfaces are trimmed to its recommended height.	5% of invoice deduction for failing to meet MAL	Full payment of invoice
<b>Removal of Debris</b>	95 % of Turf area is free of leaves, fallen branches and trash after one attempt to correct any deficiencies	100 % of Turf area is free of leaves, fallen branches, and trash	5% deduction from invoice for failing to meet MAL	Full payment of invoice
<b>Sweeping and Blowing off of roads and walkways</b>	95% of Roads, Walkways and cemetery grounds are free of debris.	100% of Roads, Walkways and cemetery grounds are free of debris.	5% deduction from invoice for failing to meet MAL	Full payment of invoice
<b>Snow and Ice Removal</b>	90% of all areas designated in technical specifications are free of snow and ice.	100% of all areas designated in technical specifications are free of snow and ice.	\$100 deduction from invoice for failure to meet MAL.	Full payment of invoice
<b>Report Submittals</b>	Turns in all required submittals 95% of the time.	Turns in all required submittals 100% of the time.	5% deduction from invoice for failure to meet MAL.	Full payment of invoice
<b>Safety Maintained during operations</b>	No accidents or incidents due to contractor's failure to take safety precautions.	No accidents or incidents due to contractor's failure to take safety precautions.	5% deduction from invoice for safety violation.	Full payment of invoice

(4) INTERMENT SHELTER SET UP /CLEANING

Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Cleaning and Set-up of Shelters	Shelters have been cleaned of all debris and necessary set-up completed at least 45 minutes prior to first service.	Shelters have been cleaned of all debris and necessary set-up completed at least 30 minutes prior to first service.	5% of invoice deducted for failure to meet MAL.	Full payment of invoice

(5) JANITORIAL SERVICES

Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Toilets Cleaned and Sanitized	Toilets are cleaned and sanitized 95% of the time.	Toilets are cleaned and sanitized 100% of the time.	10% deduction from invoice for failure to meet MAL.	Full payment of invoice
Floors are clean, sanitized and free of dirt and water.	Floors are clean, sanitized and free of dirt, debris and water 95% of the time.	Floors are clean, sanitized and free of dirt, debris and water 100% of the time.	5% deducted from invoice	Full payment of invoice
Trash cans emptied and cleaned.	Trash cans are emptied and cleaned 95% of the time.	Trash cans are emptied and cleaned 100% of the time.	10% deducted from invoice	Full payment of invoice
Glass Surfaces Cleaned and free of dirt, streaks and smudges.	Glass Surfaces are cleaned and free of dirt, streaks and smudges 95% of the time.	Glass Surfaces are cleaned and free of dirt, streaks and smudges 100% of the time.	1% deducted from invoice	Full payment of invoice
Dispensers are replenished with toilet paper, paper towels and soap.	Supplies are replenished 95% of the time.	Supplies are replenished 100% of the time.	5% deducted from invoice	Full payment of invoice

## ATTACHMENT D

**1. Quality Assurance Surveillance Plan:** The QASP will consist of periodic inspections conducted by the COTR or his/her designee, and by visitor input (in the form of complaints of poor service or responses on good service). A completed evaluation covering the items listed in the “Management Support Rating Criteria” (enclosed below) will be forwarded to the Contracting Officer every six (6) months, by the COTR. A surveillance report will be prepared by the CO and forwarded to the Contractor. The Contractor shall respond to any complaints and/or ratings of poor performance within five (5) calendar days, after receipt of the report. All visitor complaints deemed by the COTR to require a written response to the Contractor, or administrative action, will be forwarded to the CO, as soon as possible, for action.

### MANAGEMENT SUPPORT RATING CRITERIA

CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
	<b>GROUPS MAINTENANCE SERVICES</b>	
	<b>TURF MAINTENANCE</b>	
001	<b>FERTILIZING</b> Fertilizing – four times during growing season Lime Application – early fall or winter as indicated by soil testing.	Report provided on appropriate form to the COTR within 5 working days
001	<b>WEEDING</b> Weed treatment – twice per year (spring and fall)	Turf in burial and other public areas is 90% weed free.  Pest and disease-free turf covers at least 95% of the area.
001	<b>GOPHERS/MOLES/PESTS</b>	Elimination of food source through use of pesticides; report provided to COTR on appropriate form within 5 working days.  Soil tamped into holes and turf replaced or reseeded to insure acceptable appearance at all times.
001	<b>PESTICIDES AND HERBICIDES</b>	Record of pesticides/herbicides applied (type, amount, application area, weather conditions) furnished to COTR within 5 days of application.  Appropriate signs posted informing public of the time and date the chemical was applied.
001	<b>MOWING</b>	Weekly mowing inspections reveals compliance with NCA standards for grass height. Mowing will be performed twice per week during growing season (April through October), unless otherwise determined by COTR. Turf in burial and public areas is maintained at a height of 1 to 2 inches. Contractor has mowed, edged and trimmed all grass within the cemetery and outside perimeter enclosure walls as specified by the COTR. All turf areas are mowed such that no more than 1/3 of the height of the grass is removed at any one mowing. Evident grass clippings, leaves, fallen branches and trash have been removed.
001	<b>EDGING</b>	Weekly inspections reveals edging of streets, curbs, walkways, tree wells and shrub beds have been edged both inside and outside cemetery grounds. Evident grass clippings/leaves have been removed from walkways (inside and out), flagpole bases, interment area and roads.

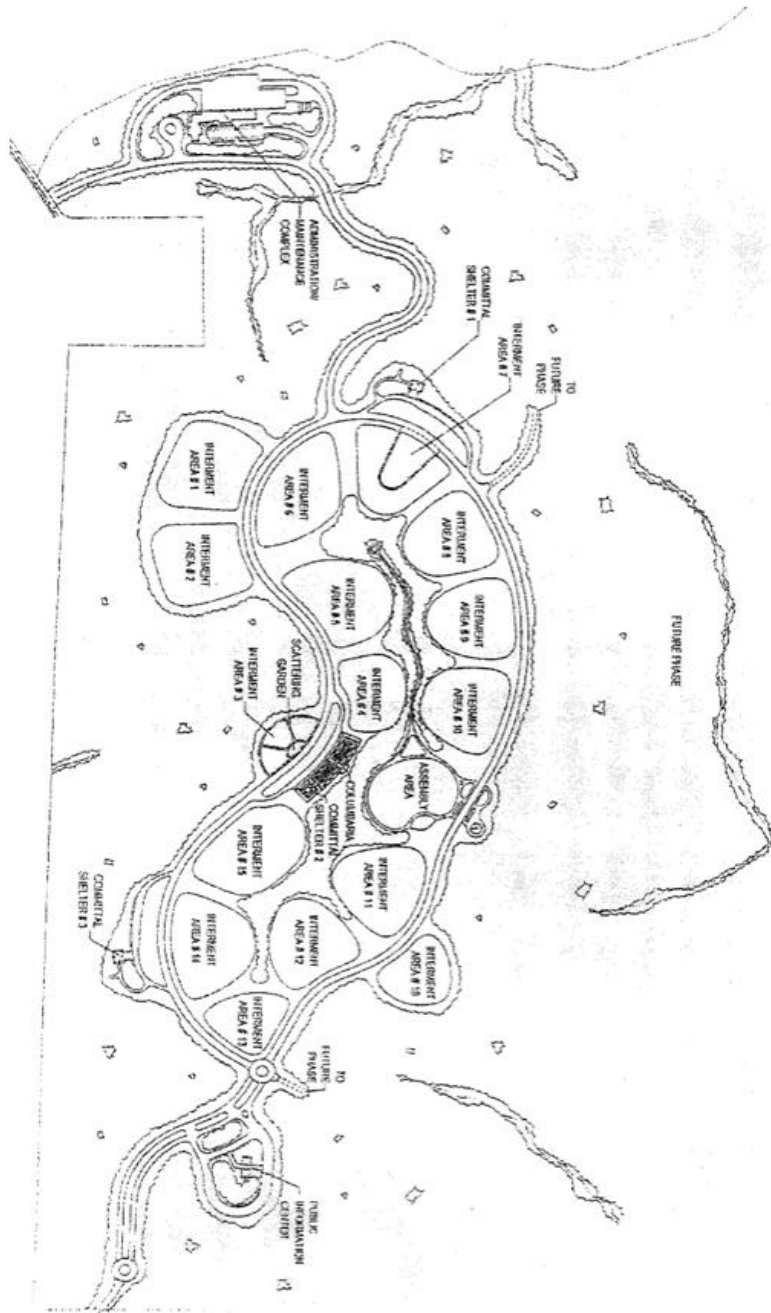


CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
001	TRIMMING	Unmowed grass around headstones, monuments, markers and vertical surfaces has been trimmed to a height of 1 to 2 inches. The readability of the headstone or marker is not obstructed and turf does not encroach on flat grave markers. There are no signs of turf being "scalped" by string trimmers. Shrubs have been trimmed monthly during summer months/growing season. Trimmings have been removed and kept free of debris both in and around shrubs.
001	LEAF COLLECTION	All fallen leaves/twigs have been collected and removed from the cemetery grounds and the immediate area outside the cemetery between Jan 1 and December 31 of the calendar year, except when delayed by the onset of severe weather conditions.
	<u>PLANT AND TREE MAINTENANCE</u>	
001	PLANT MATERIAL MAINTENANCE	Trees are kept free of suckers. All cuts have been made to ANSI A300 Standards. Watering basins around newly planted trees are free of grass and weeds. Shredded pine or fir bark mulch has been added when required. (No bark chips or nuggets allowed.) Planting beds are compatible with the geographic region. Planting beds are free of weeds, pests and disease. Dead flowers and other plant materials have been removed. Plants are spaced adequately to give an abundant mass effect. Where annual plants are used, they are rotated when they have finished blooming.
001	TREE MAINTENANCE	New trees have been staked per specifications. Trees showing adverse affect from high winds have been staked. Damaged trees have been reported to the COTR.
001	HEDGES	Hedges have been rimmed to promote healthy and attractive appearance, with bottom wider than the top. Hedges are free of dead branches, leaves and weed growth.
001	SHRUBS	<b>Beds containing shrubs are attractive and free of weeds.</b> Dead or dying plant material has been reported to the COTR. Shrubs have been watered during growing season to the degree needed to maintain an attractive appearance.
001	PRUNING STANDARDS FOR SHADE TREES:	Crown Cleaning: Dead, dying or diseased, weak branches and water spouts have been removed from the tree's crown. Smaller limbs and twigs have been removed as to leave the foliage pattern evenly distributed. Crown Thinning: Selective branches have been removed to increase light penetration, air movement and reduce weight. The top is to be higher and sides reduced in order to maintain a tree-like form. Crown Raising: Lower branches of trees have been removed to provide clearance of approximately 15 feet. Cuts should not be made to prevent normal sap flow. Tree is trimmed high enough to allow sunlight to penetrate the trunk sometime during the day. Crown Shaping: Branches have been removed to reduce height and/or spread of the tree. Trees should be shapely and typical of their species. (Consideration has been given to species to sustain this type of pruning.) No more than 1/3 the total area should be reduced in a single operation. Crown Restoration: Should improve structure, form and appearance of tree that has been severely headed, vandalized or storm damaged

CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
002	HEADSTONE CLEANING AND MAINTENANCE	<p>All objectionable material and discoloration, such as accumulations of bird droppings or mud, tire and hose markings, grass stains, residue from trees, fungus, mold, etc. have been removed from each headstone.</p> <p>Headstones are cleaned:</p> <ol style="list-style-type: none"> <li>1. Prior to Memorial Day</li> <li>2. Prior to Veteran's Day</li> <li>3. As determined by the COTR</li> </ol> <p>Sidewalks, curbs and entrance gate to cemetery have been pressure-washed.</p> <p>Headstones have remained plumb and aligned after cleaning.</p> <p>Turf surrounding headstones remains undamaged by cleaning.</p> <p>Headstones having any accidental dirt splash-up or grass debris have been promptly cleaned.</p> <p>Contractor uses cleaning product, "Daybreak" at 50/50 mix with water on all white headstones on both cleanings each year. (Inspections and tracking of results using "Daybreak" on all headstones will be conducted by the COTR.)</p> <p>Percent of headstones inspected in a defined time period and on a regular bases are acceptably clean and debris-free.</p>
003	SNOW AND ICE REMOVAL	<p>Snow and ice was removed from:</p> <ol style="list-style-type: none"> <li>1. cemetery driveway</li> <li>2. all walkways on cemetery grounds</li> <li>3. all steps to buildings and structures</li> <li>4. city sidewalks surrounding the cemetery site</li> <li>5. areas outside the cemetery walls as designated by the COTR.</li> </ol> <p>All passages from the roadway to the gravesite were cleaned for those interments conducted during the snow season.</p>
004	SUNKEN GRAVE REPAIR	<p>Sunken graves have been refilled with approved backfill and have been tamped to within two (2) inches of established grade.</p> <p>Topsoil has been added to bring the gravesite to the established grade.</p> <p>Disturbed area has been raked free of stones and debris in excess of one (1) inch measured in any direction.</p> <p>Graves have been sodded/seeded as specified.</p> <p>Cemetery has been checked for holes and washouts and has been filled immediately.</p> <p>Gravesites have no standing water.</p>
005, 006	CLEANING AND MAINTENANCE OF PUBLIC RESTROOMS	<p>Restrooms are disinfected and free of dirt, deposits, streaks and odors.</p> <p>Toilets and urinals are disinfected and free of scale, stains, scum and other deposits.</p> <p>Floors are swept, and wet mopped to ensure they are free of litter, dirt, dust and debris.</p> <p>Restrooms are properly stocked with sufficient toilet paper, paper towels and soap.</p>
005, 006	CLEANING OF ALL FACILITY BUILDINGS	<p>Floors are swept (and mopped, if necessary), carpets, windows, and blinds are cleaned periodically to ensure they are free of litter, dirt, dust and debris.</p>

CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
008, 009, 010	HEADSTONE SETTING AND ALIGNMENT	<p>Headstones are installed within ten (10) days of delivery to Georgia National Cemetery as weather and soil conditions permit or as soon as practicable after receipt.</p> <p>Breakage or damage of a headstone due to Contractor negligence has been reported to the COTR immediately.</p> <p>Damaged and replacement headstones, upon receipt of the new headstones, have been destroyed by the Contractor by breaking the headstone with a maul or sledgehammer. Resulting debris has been removed from the cemetery grounds.</p> <p>Headstones are protected from the weather during transportation and storage to avoid damage or staining from crating materials. The COTR will establish a suitable storage area at Georgia National Cemetery.</p> <p>Upright headstones for individual graves have been erected on the center line at the head of the grave with the inscription facing the grave.</p> <p>Headstones are set plumb and aligned laterally, transversely and diagonally with the headstones on other graves.</p> <p>Measurements were taken from the selection layout control points and not from headstones previously set.</p> <p>New and replacement headstones in old sections are set at the same distance above ground as the adjacent headstones, provided they are set with the inscription above the ground level.</p> <p>In new sections, all upright headstones are set at a height of 24 inches from the finished grave to the top of the arc. Minor deviations in less than nominal height are permissible to provide a uniform appearance in the top line to compensate for slight ground rises or depression within a burial section.</p> <p>Placement of flat markers have been installed with the top edge flush with the head of the gravesite, at grade level and with the face of the marker parallel to the ground.</p> <p>Flat marker height permits passage of lawn mowing equipment without damage to the markers.</p> <p>Contractor has submitted his weekly inspection report to the COTR indicating:</p> <ol style="list-style-type: none"> <li>1. Number of headstones raised (upright and flat) and section number</li> <li>2. Number of headstones realigned (upright and flat) and section number.</li> <li>3. Contractor has submitted report to the COTR explaining any situations where there is a problem aligning a headstone.</li> </ol>
011	SODDING & SEEDING	<p>All newly dug or refilled graves have been properly re-sodded or seeded with quality topsoil to insure quality turf. Sod/seed is free of noxious weeds.</p> <p>Contractor has removed and disposed of all dead turf and has replaced any sod which has died or has been damaged during the establishment period.</p> <p>Delivery tickets indicating weight, analysis, purity and vendor's name, etc. have been submitted to the COTR within 2 days of analysis.</p>
012	INTERMENT SHELTER SET-UP / CLEANING	<p>Shelters have been cleaned of all debris and necessary set-up completed at least 30 minutes prior to first service.</p> <p>Temporary committal shelters have been cleaned of all debris and twelve chairs have been set up 30 minutes prior to the first scheduled service for that shelter.</p> <p>Flowers pedals and debris have been cleaned up between services.</p>

ATTACHMENT E



ATTACHMENT F

**EVALUATION PLAN**  
**For**  
**Solicitation No: VA-786-06-RP-0050**  
**Cemetery Maintenance**

**1. INTRODUCTION**

- a. This plan describes the method used to evaluate offerors for the subject solicitation. The Government intends to evaluate offers and award to one offeror based on initial offers without discussions. However, the Government reserves the right to conduct discussions with offerors or ask for revised proposals.
- b. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- c. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Unless a written notice of withdrawal is received before award, or offer's specified expiration time that may accept an offer (or part of an offer), whether or not there are negotiations.

**2. BASIS OF AWARD**

- a. Award will be made to the responsible, lowest price, technically acceptable proposal in accordance with FAR 15.101-2. Past performance will be evaluated in accordance with FAR 15.305. Technical Capability and Past Performance will be evaluated on a Pass/Fail basis in accordance with FAR 15.101-2, 15.304, and 15.305. No tradeoffs will be performed.
- b. Subjective judgment on the part of the Government is implicit in the evaluation procedures. The Government may award a contract to other than the lowest price offeror, if the low priced offeror's proposal does not meet the technical requirements of the solicitation. Award will be made in the aggregate for the Contract Line Item Numbers (CLINs) listed on the SF 1449 continuation pages (schedule) of the solicitation.

**3. EVALUATION PROCESS**

- a. Upon closing of the solicitation, Evaluation Team members will review each proposal and subjectively rate each factor in accordance with this Evaluation Plan and attached Evaluation Checklists. This pass/fail analysis shall cover all non-price evaluation factors. If questions or clarifications are required, each evaluator will provide the question in writing to the Contracting Officer for review. Exchanges with offerors after receipt of proposals are conducted in accordance with FAR 15.306. Requests for clarification may be issued to enhance government understanding of Offeror proposals. Offerors shall not be permitted to revise their proposal in response to the requests for clarification; however, corrections of a

minor nature may be permitted, and Offerors may be given the opportunity to clarify certain aspects of their proposals because the government intends to award without discussions.

- b. Each evaluator shall prepare a narrative assessment of the respective factors for the proposal evaluated. In preparing the written narrative, the evaluator must be aware that it is the principle means available to the SSA to reach a source selection decision.
- c. The evaluator must indicate in the narrative, as a minimum: the comprehensive summary of strengths or weaknesses, the impact of any deficiencies, and rationale for the assigned rating of each factor. Clarity and sufficient detail are key to successfully prepared narratives.
- d. Evaluation Factors:

FACTOR (A), Technical Capability: This Factor consists of three sub-factors. Each sub-factor will be evaluated IAW FAR 15101-2, 15.304 and 15.305 on a pass/fail basis. Failure in any sub-factor will cause the entire proposal to fail.

SUB-FACTOR (1): Experience and training of technical service personnel: In evaluating this sub-factor, the panel may use any combination of methods including examination of Offeror submitted documentation (such as résumés and diplomas), site inspection of previous projects, and person to person contact with references, the site superintendent, and key technical personnel.

SUB-FACTOR(2): Understanding of Work Requirement and Performance Work Plan: To evaluate this sub-factor, the panel will subjectively assess the Offeror's written plan for feasibility and for understanding of the work requirement.

SUB-FACTOR(3): 3. Quality Control Plan: To evaluate this sub-factor, the panel will subjectively assess the Offeror's written plan for feasibility, likeness to prevent discrepancies, and likely responsiveness to correct deficiencies as they are identified. The evaluation will also consider whether documentation and information feedback proved to the Government will be sufficient to assess the Contractor's performance with respect to inspections and evaluations conducted and remedial action(s) taken.

FACTOR (B), Past Performance: Performance risk will be evaluated in accordance with FAR 15 by the Evaluation Team. In assessing past performance risk, the evaluators will employ several approaches including (a) reviewing the experience listed in the proposal, (b) soliciting information from an offeror's customers and business associates; federal government agencies and local Government agencies; and from other persons and organizations. The performance attributes which the Government will assess will include, for example: the offeror's record of conforming to contract requirements, including the administrative aspects of performance; the offeror's reputation for good workmanship; the offeror's record of forecasting and controlling costs; the offeror's record for adhering to contract schedules; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's reputation for demonstrating a business-like concern for the interests of its customers. The attached past performance questionnaire will be sent to the Offeror's past performance references. This process will result in an overall risk rating of "Acceptable Risk" or "Unacceptable Risk", as defined below. The risk assessment represents the Government evaluation team's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror's

demonstrated present and past performance. Offerors evaluated as “Unacceptable Risk” will fail. Offerors without relevant past performance history will be evaluated “Neutral”.

Acceptable. Based on the offeror’s performance record, little doubt exists that the offeror will successfully perform the required effort.

Neutral. No performance record identifiable or not similar/relevant for the nature of the work being proposed.

Unacceptable. Based on the offeror’s record, substantial doubt exists that the offeror will successfully perform the required effort.

**FACTOR (C), Price:** An Offeror’s proposal shall represent the offeror’s best efforts to the solicitation. The total evaluated price will be the sum of all CLINs listed on the SF 1449 continuation pages of the solicitation (cumulative prices for basic and option year CLINs). Price will be evaluated by the Contracting Officer for “price reasonableness” using price analysis techniques in FAR Subpart 15.

## EVALUATION CHECKLISTS and/or QUESTIONNAIRE

SOLICIATION NO.: VA-786-06-RP-0050

Cemetery Maintenance at Georgia National Cemetery.

Contractor: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

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



FACTOR A. Technical Capability

Sub-Factor (1) - Experience & Training of Technical Service Personnel  
Site Superintendent & Key Technical Personnel

1	3 years of successful experience in planning and supervising large landscaping maintenance operations, cemetery maintenance, or similar projects. Demonstrated education or experience in turf grass maintenance and horticulture.	YES	NO
2	Ability to successfully communicate with the COTR verbally and in writing.	YES	NO

Sub-Factor (2) Understanding of Work Requirement and Performance Work Plan:

1	Offeror's work plan is realistic and demonstrates an understanding of the work requirement	YES	NO
3	Offeror's plan is complete and addresses all relevant requirements as described in Attachments B-O.	YES	NO

Sub-Factor (3) Quality Control Plan

1	Offeror's work plan is realistic and is likely prevent discrepancies and to be responsive to correct identified deficiencies	YES	NO
3	Offeror's outlined lines of supervision and levels of authority are adequate to allow key personnel at the operational level to take all corrective actions.	YES	NO

## FACTOR B. PAST PERFORMANCE

a.	Based upon the past performance investigation, does the offeror's past performance represent acceptable risk?	YES	NO
b.	Please provide a narrative explanation of your determination.		

Past Performance Questionnaire

COMPANY: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

LENGTH OF SERVICES PERFORMED: \_\_\_\_\_

ESTIMATED CONTRACT AWARD AMOUNT: \_\_\_\_\_

For the following questions, please choose the number on the scale from 1 to 5, which most accurately describes the Contractor's performance on the contract referenced above.

- 1 - unacceptable performance
- 2 - marginally acceptable
- 3 - fully acceptable or Good
- 4 - Very Good, with very few incidents
- 5 - Superior performance.

You may fax this questionnaire along with your comments to Mr. Paul Daugherty at (703) 441-7025. Please call (703) 441-4005, if you have any questions. Thank you for your time and input.

1	Evaluate the company's compliance with contractual N/A terms and conditions and the technical requirements of the contract.	1	2	3	4	5
---	--	---	---	---	---	---

Comments:

2	Has the company demonstrated reasonable and cooperative N/A behavior in resolving customer requests and or complaints?	1	2	3	4	5
---	--	---	---	---	---	---

Comments:

3	Is the offeror flexible in satisfying the requirements of the 1 customer?	2	3	4	5	N/A
---	--	---	---	---	---	-----

Comments:

4	To what extend did the company meet the response times 1 in the contract?	2	3	4	5	N/A
---	--	---	---	---	---	-----

Comments:

5	Are invoices easily understood and do they accurately reflect charges? N/A	1	2	3	4	5
---	---	---	---	---	---	---

Comments:

6	Rate the company's overall performance: N/A	1	2	3	4	5
---	--	---	---	---	---	---

Comments:

7.	Would you award to this company again?	1	2	3	4	5	N/A
----	--	---	---	---	---	---	-----

Comments:

FACTOR C. PRICE

a.	Does the offeror's price estimate appear to be complete?	YES	NO
b.	Is the proposed price reasonable compared to the Government estimate and the Government's Acquisition history for similar items or services?	YES	NO
c.	Is the price reasonable in relationship to other offerors?	YES	NO
d.	Is the price reasonable in relationship to the proposed level of effort?	YES	NO
WHAT IS THE OVERALL ASSESSMENT OF PRICE?		REASONABLE	UNREASONABLE
Comments: <div style="border: 1px solid black; height: 300px; width: 100%;"></div>			

## **SOLICITATION PROVISIONS**

### **5.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)**

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW,  
Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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



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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" or ``DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

(End of Provision)

**5.2 ADDENDUM to FAR 52.212-1 Instructions to Offerors--  
Commercial Items**

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

**5.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

**5.4 52.237-1 SITE VISIT (APR 1984)**

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

(End of Provision)

**5.5 52.212-2 Evaluation -- Commercial Items (Jan 1999)**

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

All non-price factors listed below are of equal weight will be evaluated on a pass/fail basis. Failure in any factor will cause the entire proposal to fail.

**A. Technical Capability:**

**1. Experience and training of technical service personnel:**

Provide name(s) of the proposed site superintendent and key technical personnel who will be employed by the contractor to perform work under this contract. Include experience, training and their proposed responsibilities.

**2. Understanding of Work Requirement and Performance Work Plan:**

Offeror shall provide a written "Performance Work Plan." The plan should detail the Offeror's approach to meet the goals and to complete the work as they are described in the Performance Work Statement and the NCA's "Operational Standards and Measures" contained in Attachment B. . Include the type of equipment and supplies which will be utilized, names of any subcontractors or consultants, the methods the contractor will be using complete the project, general flow and sequencing of tasks, environmental permitting requirements, and any other relevant information that will allow the Government to evaluate your proposal.

**3. Quality Control Plan:**

Offeror shall provide a Quality Control Plan that will detail its Quality Control Inspection

System. The plan should include measures to detect, remedy, document and deter recurrences of discrepant performance or materials. It will consider whether the lines of supervision and levels of authority are adequate to allow key personnel at the operational level to take all corrective actions necessary to ensure quality of work by both Contractor and subcontractor employees. .

**B. PAST PERFORMANCE:**

The Government will review and evaluate information about each offeror's past performance and will rate offerors as pass or fail based on their documented past performance. Based on the offeror's past performance record, if the Government determines that significant doubt exists that the offeror will successfully and satisfactorily perform the required effort, the offeror will be deemed unacceptable for the past performance criteria. By acceptable past performance, the Government means the offeror's reputation for satisfying its customers by delivering quality work in a timely manner at a reasonable cost . Past performance also includes the offeror's reputation for integrity, reasonable and cooperative conduct, and commitment to customer satisfaction. The Government will evaluate this information and will rate offeror as pass or fail. The offer should describe past experience of the company and/or subcontractors in providing similar services as specified in this solicitation within the past three (3) years. List three (3) references that can validate level of performance. Provide company's name, address, telephone number, and point of contact. Evidence that an offeror has poor past performance in any area will result in failure of the entire element.

**C. Price**

An Offeror's proposal shall represent the offeror's best efforts to the solicitation. The total evaluated price will be the sum of all line items listed in the schedule. (cumulative prices for basic and option years). The Offeror's Price will be evaluated for "price reasonableness" using price analysis techniques in FAR Subpart 15.

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

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

(End of Provision)

**5.6 52.233-2 SERVICE OF PROTEST (AUG 1996)**

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

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs  
National Cemetery Administration  
Centralized Contracting Division (41D3A)  
5105 Russell Road  
Quantico VA 22134

Mailing Address:

Department of Veterans Affairs  
National Cemetery Administration  
Centralized Contracting Division (41D3A)  
5105 Russell Road  
Quantico VA 22134

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

(End of Provision)

**5.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www1.va.gov/oamm/acquisitions/ars/policyreg/vaar/>

852.270-1	REPRESENTATIVES OF CONTRACTING	APR 1984
852.233-70	PROTEST CONTENT	JAN 1998
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998

(End of Provision)

## REPRESENTATIONS AND CERTIFICATIONS

### 6.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

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

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

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



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

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

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions(31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR  
ISRAELI END PRODUCTS:

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____
_____

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

None

Listed Countries of Origin

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

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

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was

used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website. (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of Provision)

**“HELPFUL HINTS” provided by the Government-wide Seven Steps Team:**

- 1. This PWS provides a lot of detail, perhaps more than necessary. Consider removing some of the requirements statements that are likely to be part of offerors' solutions.**
- 2. Sec. 6 of PWS says offerors should be innovative, but the decision will be lowest-price, technically acceptable offer (LPTA). If the Government wants an innovative solution, a best value source selection would be more effective.**
- 3. One part says this is ID-IQ. We suggest identifying which elements of the work or which line item numbers are ID-IQ.**
- 4. Attachment C talks about compliance, not about results. During market research, ask vendors how they define success.**
- 5. There are too many performance standards, things to measure and manage/report on. Consider focusing on 5-10 key performance indicators (discuss during market research sessions).**
- 6. QASP is good but again, there is a lot of detail. Once those key performance indicators have been identified, build the QASP around them.**