

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER		PAGE 1 OF <div style="text-align: right;">104</div>						
2. CONTRACT NO.			3. AWARD/EFFECTIVE DATE			4. ORDER NUMBER		5. SOLICITATION NUMBER RFQ-786-20-05					
7. FOR SOLICITATION INFORMATION CALL:			a. NAME				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME Nov 8, 2004,4:30PM EST				
9. ISSUED BY: U. S. Department of Veterans Affairs National Cemetery Administration Centralized Contracting Division (41D3A) 5105 Russell Road Quantico, VA 22134-3903			CODE		402D31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561990 SIZE STANDARD: 6.0 Mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MAKRED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		
15. DELIVER TO Baton Rouge National Cemetery 220 N. 195h St., Baton Rouge, LA 70801			CODE				16. ADMINISTERED BY Same as Block 9		CODE				
17a CONTRACTOR/ OFFEROR			CODE				FACILITY CODE				18a. PAYMENT WILL BE MADE BY U. S. Department of Veterans Affairs Financial Services Center Post Office Box 149971 Austin, TX 78714-9971		
TELEPHONE NO.													
<input type="checkbox"/> 17b.			CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		See Schedule for Cemetery Facilities Maintenance Services on Pages 5 through 8, Section A.											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA										<input checked="" type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA										<input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.										<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
 PRESCRIBED BY GSA - FAR (48 CFR) 43.212

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

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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 NO.	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		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD) / /	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 4/2002) **BACK**

SECTION A – CONTRACT ADMINISTRATION DATA

A.1 CONTRACT DEFINITIONS/ACRONYMS:

- (a) **Acre** - A measure of land 43,560 square feet.
- (b) **Business Hours/Days** - Business hours/days are defined as the time of 7:30AM to 4:00PM, Monday through Friday, except Federal holidays. Federal holidays include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and other specifically designated days by the President of the United States to be a national holiday. Off Business hours/days are defined as the time of 4:31PM to 7:59AM, Monday through Friday, all day Saturday and Sunday and Federal holidays.
- (c) **Cemetery Director** - Administrator/Management Official. The cemetery director is responsible for the day-to-day oversight of a national cemetery, including burying veterans and their eligible family members, and maintaining the grounds as a national shrine.
- (d) **Contract Line Item Number (CLIN)** - A number given to each line item in the schedule of prices, that a price or cost is requested for.
- (e) **Contracting Officer (CO)** - VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings, and is a member of the evaluation team.
- (f) **Contracting Officer's Technical Representative (COTR)** - VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COTR Responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and is a member of the Contractor evaluation team. All administrative functions remain with the Contracting Officer.
- (g) **Contractor** - The term "Contractor" as used herein refers to both the prime Contractor and his employees, and any subcontractors and their employees. The Contractor shall be responsible for assuring that his subcontractors comply with the provisions of this contract.
- (h) **Quality Assurance (QA)** - Those actions taken by the Government to assure services meet the requirements of this contract.
- (i) **Quality Assurance Evaluator(s)** - Government personnel responsible for surveillance of Contractor performance.
- (j) **Quality Assurance Surveillance Plan (QASP)** - An organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor's continuous performance.
- (k) **Quality Control Plan (QCP)** - A plan that indicates the procedures and actions that will be taken by the Contractor to control the production of goods or services so they will meet the requirements of a contract.

SECTION A – CONTRACT ADMINISTRATION DATA

A.2 SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS:

(Continuation from SF 1449, Blocks 10 and 19 through 24)

A.2.1 REQUIREMENTS:

(a) This **Acquisition is a Total (100%) Set-Aside For Small Businesses**. This is a solicitation for commercial items prepared in accordance with the format in FAR 12.3. The contract awarded by the Government shall be for providing cemetery facilities maintenance services. All quantities shown in the schedule are estimated. Therefore, there is no guarantee, stated or implied, as to the actual quantities that will be purchased under this contract (See Section B, Clauses FAR 52.216-21, Requirements and VAAR 852.216-70, Estimated Quantities).

(b) In accordance with FAR 12.101, the cemetery facilities maintenance services requested in this solicitation are commercial item services that are used by commercial sector/private industry cemeteries throughout the United States. These services were formerly performed by a commercial Contractor, prior to the issuance of this solicitation.

(c) The Government anticipates awarding this solicitation as a firm fixed-price, requirements 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.

(d) Contractor shall provide all labor, materials, equipment, tools and supervision to complete grave excavations and backfilling, and grounds and facility maintenance services to maintain Baton Rouge, National Cemetery, 220 N. 195h St., Baton Rouge, Louisiana 70801 within all National Cemetery Administration standards (available from National Cemetery. Contract period will consist of a base period from October 1, 2004 (or date of contract award), through September 30, 2005, with up to three (3) one-year options to extend the term of the contract through September 30, 2008. Units and services to be in accordance with Performance Work Statement, Technical Specifications, terms and conditions contained in this solicitation. The Contractor's quotation shall include a price for each Contract Line Item Number (CLIN) noting a unit price, a total price for the estimated quantity of each and a sub total price for all estimated services in the contract base year and each contract option year. Unit prices given under this request for quotations shall be all inclusive containing (unit prices for materials, unit prices for labor, any labor burden or fringes, any associated travel costs, profit, overhead, etc.). Evaluation for award purposes will be based on the total aggregate price. Therefore, offerors must submit a price for the Base Year and for each Option Year. Failure to submit a quote on each year may cause a quotation to be found non-responsive, and be rejected.

SECTION A – CONTRACT ADMINISTRATION DATA

A.2.2 SCHEDULE OF PRICES:

A.2.2.1 BASE YEAR (November 1, 2004 through September 30, 2005)

CLIN	ITEM Cemetery Facilities Maintenance Services	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Pressure washing surrounding wall and wall around lodge area.	1	JB	\$ _____	\$ _____
1002	Fertilization/Lime application	2	EA	\$ _____	\$ _____
1003	Pre Emergent Pesticides/Herbicides	1	EA	\$ _____	\$ _____
1004	Mowing & Tree Debris Removal	46	EA	\$ _____	\$ _____
1005	Edging	26	EA	\$ _____	\$ _____
1006	Trimming	46	EA	\$ _____	\$ _____
1007	Leaves Mulching/Tree Debris Removal	12	EA	\$ _____	\$ _____
1008	Tree/Shrub Maintenance	12	MO	\$ _____	\$ _____
1009	Post Emergent	1	EA	\$ _____	\$ _____
1010	Floral, Trash, Debris Removal	10	EA	\$ _____	\$ _____
1011	Headstone Cleaning and Maintenance (5000 headstones yearly)	5000	EA	\$ _____	\$ _____
1012	Headstone Bump and Run	1000	EA	\$ _____	\$ _____
1013	Sunken Grave Repair	1000	EA	\$ _____	\$ _____
1014	Grave Excavation and Backfilling (Casket)	10	EA	\$ _____	\$ _____
1015	Grave Excavation and Backfilling (Cremains)	10	EA	\$ _____	\$ _____
1016	Placement and Removal of Flags (5000 Grave Flags)	1	JB	\$ _____	\$ _____
1017	Placement and Removal of Flags (Avenue Flags)	2	JB	\$ _____	\$ _____
1018	Janitorial Service (Public Restrooms and shop area)	12	MO	\$ _____	\$ _____

SUB TOTAL OPTION YEAR ONE (1)

\$ _____

SECTION A – CONTRACT ADMINISTRATION DATA

A.2.2.2 Option Year 1 (October 1, 2005 through September 30, 2006)

CLIN	ITEM Cemetery Facilities Maintenance Services	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Pressure washing surrounding wall and wall around lodge area.	1	JB	\$ _____	\$ _____
1002	Fertilization/Lime application	2	EA	\$ _____	\$ _____

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1003	Pre Emergent Pesticides/Herbicides	1	EA	\$ _____	\$ _____
1004	Mowing & Tree Debris Removal	46	EA	\$ _____	\$ _____
1005	Edging	26	EA	\$ _____	\$ _____
1006	Trimming	46	EA	\$ _____	\$ _____
1007	Leaves Mulching/Tree Debris Removal	12	EA	\$ _____	\$ _____
1008	Tree/Shrub Maintenance	12	MO	\$ _____	\$ _____
1009	Post Emergent	1	EA	\$ _____	\$ _____
1010	Floral, Trash, Debris Removal	10	EA	\$ _____	\$ _____
1011	Headstone Cleaning and Maintenance (5000 headstones cleaned yearly)	5000	EA	\$ _____	\$ _____
1012	Headstone Bump and Run	1000	EA	\$ _____	\$ _____
1013	Sunken Grave repair	100	EA	\$ _____	\$ _____
1014	Grave Excavation and Backfilling (Casket)	10	EA	\$ _____	\$ _____
1015	Grave Excavation and Backfilling (Cremains)	10	EA	\$ _____	\$ _____
1016	Placement and Removal of Flags (5000 Grave Flags)	1	JB	\$ _____	\$ _____
1017	Placement and Removal of Flags (Avenue Flags)	2	JB	\$ _____	\$ _____
1018	Janitorial Service (Public Restrooms and shop area)	12	MO	\$ _____	\$ _____

SUB TOTAL OPTION YEAR ONE (1) \$ _____

SECTION A – CONTRACT ADMINISTRATION DATA

A.2.2.3 OPTION YEAR 2 (October 1, 2006 through September 30, 2007)

CLIN	ITEM Cemetery Facilities Maintenance Service	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Pressure washing surrounding wall and wall around lodge area.	1	JB	\$ _____	\$ _____
1002	Fertilization/Lime application	2	EA	\$ _____	\$ _____
1003	Pre Emergent Pesticides/Herbicides	1	EA	\$ _____	\$ _____
1004	Mowing & Tree Debris Removal	46	EA	\$ _____	\$ _____
1005	Edging	26	EA	\$ _____	\$ _____
1006	Trimming	46	EA	\$ _____	\$ _____
1007	Leaves Mulching/Tree Debris Removal	12	EA	\$ _____	\$ _____
1008	Tree/Shrub Maintenance	12	MO	\$ _____	\$ _____
1009	Post Emergent	1	EA	\$ _____	\$ _____
1010	Floral, Trash, Debris Removal	10	EA	\$ _____	\$ _____
1011	Headstone Cleaning and	5000	EA	\$ _____	\$ _____

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	Maintenance (5000 headstones cleaned yearly)				
1012	Headstone Bump and Run	1000	EA	\$ _____	\$ _____
1013	Sunken Grave Repair	1000	EA	\$ _____	\$ _____
1014	Grave Excavation and Backfilling (Casket)	10	EA	\$ _____	\$ _____
1015	Grave Excavation and Backfilling (Cremains)	10	EA	\$ _____	\$ _____
1016	Placement and Removal of Flags (5000 Grave Flags)	1	JB	\$ _____	\$ _____
1017	Placement and Removal of Flags (Avenue Flags)	2	JB	\$ _____	\$ _____
1018	Janitorial Service (Public Restrooms and shop area)	12	MO	\$ _____	\$ _____

SUB TOTAL OPTION YEAR Two (2)

\$ _____

SECTION A – CONTRACT ADMINISTRATION DATA

A.2.2.4 OPTION YEAR 3 (October 1, 2007 through September 30, 2008)

CLIN	ITEM Cemetery Facilities Maintenance Services	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Pressure washing surrounding wall and wall around lodge area.	1	JB	\$ _____	\$ _____
1002	Fertilization/Lime application	2	EA	\$ _____	\$ _____
1003	Pre Emergent Pesticides/Herbicides	1	EA	\$ _____	\$ _____
1004	Mowing & Tree Debris Removal	46	EA	\$ _____	\$ _____
1005	Edging	26	EA	\$ _____	\$ _____
1006	Trimming	46	EA	\$ _____	\$ _____
1007	Leaves Mulching/Tree Debris Removal	12	EA	\$ _____	\$ _____
1008	Tree/Shrub Maintenance	12	MO	\$ _____	\$ _____
1009	Post Emergent	1	EA	\$ _____	\$ _____
1010	Floral, Trash, Debris Removal	10	EA	\$ _____	\$ _____
1011	Headstone Cleaning and Maintenance (5000 headstones cleaned yearly)	5000	EA	\$ _____	\$ _____
1012	Headstone Bump and Run	1000	EA	\$ _____	\$ _____
1013	Sunken Grave Repair	1000	EA	\$ _____	\$ _____
1014	Grave Excavation and Backfilling (Casket)	10	EA	\$ _____	\$ _____
1015	Grave Excavation and Backfilling (Cremains)	10	EA	\$ _____	\$ _____
1016	Placement and Removal of Flags (5000 Grave Flags)	1	JB	\$ _____	\$ _____
1017	Placement and Removal of Flags	2	JB	\$ _____	\$ _____

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	(Avenue Flags)				
1018	Janitorial Service (Public Restrooms and shop area)	12	MO	\$ _____	\$ _____

SUB TOTAL OPTION YEAR 3

\$ _____

TOTAL AGGREGATE:

\$ _____

SECTION A – CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, Blocks 19 through 24.)

A.3 GENERAL INFORMATION:

(a) This is a performance-based contract for cemetery facilities maintenance services at Baton Rouge National Cemetery, Baton Rouge, La, hereafter referred to as "Cemetery."

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.

(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 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

A.4 INTRODUCTION:

This Statement of Objectives describes the basic objectives of the Baton Rouge 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 SOW the Government provides to prospective offerors.

A.5 BACKGROUND:

The Baton Rouge National Cemetery is located at 220 N. 195u St., Baton, Louisiana. The cemetery is comprised of 7.7 acres. The cemetery contains the remains of 5435 veterans, spouses and dependent children. 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.

A.6 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 Baton Rouge 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, grave excavation and backfilling, trash removal, placement and removal of flags, and janitorial services. All work will be done during normal

Federal workdays in daylight hours. The exceptions are Memorial Day weekend and other special days as requested by the Contracting Officer's Technical Representative (COTR).

SECTION A – CONTRACT ADMINISTRATION DATA

Federal workdays in daylight hours. The exceptions are Memorial Day weekend and other special days as requested by the Contracting Officer's Technical Representative (COTR).

A.7 PROGRAM OBJECTIVES:

(a) The purpose of this Statement of Objectives is to obtain a contractor/business partner to support the Baton Rouge National Cemetery and the National Cemetery Administration. Under this effort, the successful Contractor shall be responsible for full management of the cemetery facilities maintenance services described herein. Technical specifications have been provided as Attachments B through O to this solicitation. The Contractor may use whatever method he/she chooses to meet the goals of the Baton Rouge National Cemetery, as long as the end result is of an acceptable quality to the satisfaction of the COTR and the Cemetery Director responsible for Baton Rouge National Cemetery. The Contractor shall submit a detailed performance plan to indicate how the Contractor plans to meet the goals of the cemetery. (i.e. performance schedule, frequency of mowing, turf maintenance, weed eating, plant and tree maintenance, etc.)

(b) We are seeking to hire a business partner who shall be responsible for:

1. Providing all grounds maintenance services including, but 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, and trash removal.
2. Turf Maintenance: Proper fertilizing, weed control.
3. Turf surrounding a headstone or marker is trimmed to its recommended height.
4. Plant and Tree Maintenance.
5. Maintenance of gravesites and headstones.
6. Headstone cleaning and maintenance.
7. Sunken grave repair.
8. Grave excavation and backfilling
9. Placement and removal of flags.
10. Provide a safe working environment for Contractor, cemetery staff and general public.
11. Clean and sanitize public restrooms.
12. Clean and organize maintenance building.

15. Will reference back to and follow the National Standards and a copy will be provided by COTR.

SECTION A – CONTRACT ADMINISTRATION DATA

A.8 CONTRACT OBJECTIVES:

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

(b) To have our business partner propose a business solution using performance based contracting techniques with incentives and disincentives designed to reward superior performance.

(c) Specifically, we require a business partner to 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 (The use of surveys to measure customer satisfaction and quality may be used to award incentives or apply deductions).

1. To determine a pricing structure to accomplish the requirements set forth in this Statement of Objectives.
2. To determine a contract type pursuant to standard commercial practices.
3. To determine a contract period of performance in accordance with standard commercial practices. The minimum life of the contract should be one base year 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.

A.9 QUALIFICATIONS OF OFFERORS:

Offers will be considered only from Contractors who are regularly established in the business called for and who in the judgment of the Contracting Officer are financially responsible and able to show evidence of their reliability, ability, experience, equipment, facilities and personnel directly employed or supervised by them to render prompt and satisfactory service. All services are expected to be performed by competent technicians, trained and qualified to complete the specific services required. All work performed shall be done in a first-class manner and in accordance with good commercial practices.

A.9.1 ACCEPTABLE OFFERS:

(a) Offers should be filled out, executed, and submitted in accordance with the instructions in the invitation [solicitation]. Please utilize the indicated proposal submittal packages (indicated by cover letter) to submit your offer for these Cemetery Facility Maintenance Services, and forward both copies, or hand carry them, expeditiously to ensure they are received at the office indicated on Standard Form 1449, Solicitation/Contract/Order for Commercial Items (front page of solicitation) no later than the date and time indicated. If an offeror uses its own proposal form or a letter to submit the offer, it may be considered only if, (1) the offeror accepts all the terms and conditions of the Request for Quotation (RFQ), (2) this acceptance is indicated in writing and, (3) award on the quotation would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the RFQ. However, the Representations and Certifications enclosed with the

SECTION A – CONTRACT ADMINISTRATION DATA

and conditions of the Request for Quotation (RFQ), (2) this acceptance is indicated in writing and, (3) award on the quotation would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the RFQ. However, the Representations and Certifications enclosed with the two (2) copies of quotation packages must be completed, as indicated, and returned to the office designated on Standard Form 1449, Block 9, with your written quotation.

(b) Telegraphic offers (submitted by telegram or mailgram) will not be accepted.

(c) Facsimile offers will not be accepted.

(d) Only offers submitted by e-mail in a format that is acceptable and/or compatible with Microsoft Outlook, and with all attached documents in Microsoft Word format will be accepted as electronic submissions [if submitted by e-mail only one (1) copy is required].

A.10 RESPONSIBILITIES:

The MSN II Director's Office, Department of Veterans Affairs, National Cemetery Area Office, 1700 Clairmont Road., 4th Floor, Decatur, Georgia 30033-4032, has the responsibility for the National Cemeteries. The administration of this contract will be by the Contracting Officer, Department of Veterans Affairs, National Cemetery Administration, Centralized Contracting Division (41D3A), 5101 Russell Road, Quantico, Va 22134-3903. The Contracting Officer's Technical Representative (COTR) for the contract will be designated in a separate letter under the direction of the Director, Port Hudson/Baton Rouge National Cemeteries, Zachary, Louisiana.

A.11 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.

1. 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.

2. Shall not engage in loud or boisterous behavior or use profane or abusive language. Will show proper reverence during committal services.

3. Shall not eat or drink beverages except water or non-alcoholic drinks while in work area nor in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.

4. 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.

is located by the m 5. The only designated smoking area for the Baton Rouge National Cemetery aintenance building. All other areas are designated as NO SMOKING.

SECTION A – CONTRACT ADMINISTRATION DATA

A.12 USE OF CEMETERY FACILITIES:

(a) The Government shall not be responsible for any loss, damage, or theft of Contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by Contractor's employees.

(b) Contractor employees may park privately owned vehicles in the area designated for parking by the COTR.

(c) The Government may furnish a storage building at the cemetery site for optional use by the Contractor to store supplies and equipment. However, 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. Should the storage building be destroyed, the Contractor will be given a minimum of 60 days to find storage off the cemetery grounds. The Contractor would then be responsible for delivering and removing all necessary equipment and supplies on a daily basis. Inability to use the storage building will in no way alter the contract.

(d) 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.

(e) Electricity and water will be furnished by the Government.

A.13 INSPECTION OF PREMISES:

Offerors should inspect the premises prior to submitting quotes in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful quoter from performing in accordance with the strict intent and meaning of the specifications without additional cost to the Government.

A.14 CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS:

The Contractor shall obtain all necessary licenses and/or permits required to perform this work. He/She shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his or his employees' fault or negligence. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the Contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from. The Contractor shall maintain workmen's compensation, personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the state of Louisiana, and in accordance with

FAR 52.282-5, Section B. Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

SECTION A – CONTRACT ADMINISTRATION DATA

FAR 52.282-5, Section B. Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

A.15 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 clean, when applicable, the public restrooms and maintenance building, as needed, but not less than weekly. Cleaning shall include sweeping the floor, disposing of trash removing cobwebs from all areas, emptying trashcans, etc. All items stored in service building shall be in a neat orderly fashion.

(c) The Contractor will be required to submit inspection reports and work accomplished to the COTR weekly. The COTR is located at Port Hudson National Cemetery, Zachary, LA. The inspection forms will be provided to the Contractor.

A.16 SUPERVISION AND TRAINING:

(a) 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.

(b) 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:

1. National Fire Protection Association (NFPA): 10-1998 Standard for Portable Fire Extinguishers
2. 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.
3. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

SECTION A – CONTRACT ADMINISTRATION DATA

A.17 REPRESENTATIVES OF THE CONTRACTING OFFICER:

The Contracting Officer's Technical Representative (COTR) shall be under the supervision of the Director, Baton Rouge National Cemetery. Inspection and acceptance of contract services are the responsibility of the Contracting Officer or his COTR. Government personnel inspecting contract services are not authorized to issue orders or direct the work of Contractor employees, but shall provide operational information through the Contractor or the chief supervisor of the Contractor personnel. Only

the Contracting Officer can make changes in the scope of work. The Contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments or issue changes, which will affect the price, quantity or delivery terms of this contract.

A.18 PLACEMENT OF ORDERS:

(a) The COTR's representative, holding an office position at the Port Hudson National Cemetery, will place orders for services to be conducted at the Baton Rouge National Cemetery. The contractor will be notified via phone of the date and time of the service, type of container, section, grave and depth. Three print outs from NCA Burial Operating Support System (BOSS); Temporary Grave Marker, Interment Notice and the Schedule by Date, will be faxed to the contractor to verify and confirm this information.

(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.

A.19 MAINTENANCE DURING CEMETERY FUNCTIONS:

Contractor personnel shall not operate motorized equipment or conduct other commercial activities during interment services. 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.

A.20 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.

A.20.1 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.

SECTION A – CONTRACT ADMINISTRATION DATA

(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.

(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.

A.21 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:

(b) 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.

(c) 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.

(d) Incorporation of either active or established internal policy and procedures for updating equipment and procedures, that may affect performance of contract.

(e) 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.

(f) On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.

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(g) 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.

(h) 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.

A.22 CONTRACT ADMINISTRATION:

(a) All contract administration matters will be handled by the following individuals:

1. CONTRACTOR: _____

2. GOVERNMENT:

Contracting Officer (41D3A)
Department of Veterans Affairs
National Cemetery Administration
Centralized Contracting Division
5105 Russell Road
Quantico, VA 22134-3903

John Rosentrater, COTR
Department of Veterans Affairs
Port Hudson National Cemetery
20978 Port Hickey Road
Zachary, LA 70791

(b) CONTRACTOR REMITTANCE ADDRESS; All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, or

[] 52.232-36, Payment by Third Party

(c) INVOICES; Invoices shall be submitted in arrears:

- | | | | |
|------------------|-----|----------|---------------------|
| a. Monthly | [X] | d. Other | [] Every two weeks |
| b. Quarterly | [] | | |
| c. Semi-Annually | [] | | |

(d) GOVERNMENT INVOICE ADDRESS:

1. All invoices from the Contractor shall be mailed to the following addresses:

Financial Services Center
P.O. Box 149971
Austin, TX 78714

Note: Contractors will be paid only for services actually rendered or performed.

SECTION A – CONTRACT ADMINISTRATION DATA

A.23 OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, PARAGRAPH b and j, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

A.24 ACKNOWLEDGMENT OF AMENDMENTS:

The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

A.25 SPECIAL NOTICE:

Offers for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in Block 9, 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.

A.26 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.

A.27 SALES OF COMPANIES OR NAME CHANGES:

The Contractor, gaining award of the contract, will notify the Contracting Officer (Attn: Ms Erma Keown), Department of Veterans Affairs, National Cemetery Administration, Centralized Contracting Division (41D3A), 5105 Russell Road, Quantico, VA, 22134-3903, in writing immediately upon entering an agreement (either oral or written) to sale or transfer all or part of its stock or other ownership interest to any other party. This Contractor will also, contact the Contracting Officer immediately in writing (at the above referenced address) in the event a company name change will happen, with information as to the reasons and/or determinations causing this action.

A.28 GENDER:

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

SECTION B - CONTRACT CLAUSES

B.1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2003)

(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 re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government wide 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;

SECTION B - CONTRACT CLAUSES

(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.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make
- (j) payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(k) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to

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(l) 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

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contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).*

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

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

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(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)

B.1.1 ADDENDUM TO 52-212-4:

B.1.1.1 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) 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

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any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(f) The Contractor is responsible 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.

(g) (1) (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 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 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) 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)

B.1.1.2 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 contract award through **September 30, 2008**.

(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)

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B.1.1.3 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 **\$100.00**, 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 **One (1) Fiscal Year's Requirement** of the estimated quantities shown in the schedule.

(2) Any order for a combination of items in excess of **One (1) Fiscal Year's Requirement** of the estimated quantities shown in the schedule; or

(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) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 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)

B.1.1.4 52.216-21 REQUIREMENTS. (OCT 1995)

(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) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

SECTION B - CONTRACT CLAUSES

(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, 2005**. (End of Clause)

B.1.1.5 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of the expiration date of the contract. (End of Clause)

B.1.1.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days before contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 66 months. (End of Clause)

B.1.1.7 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) Alternate I (JULY 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.

SECTION B - CONTRACT CLAUSES

(If none, insert "None")Identification No.

.....

.....

.....

(c) 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, 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.

SECTION B - CONTRACT CLAUSES

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (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's 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's must be placed in a weather resistant envelope. (End of Clause)

B.1.1.8 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.

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

SECTION B - CONTRACT CLAUSES

(b) 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)

B.1.1.9 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

B.1.1.10 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 of each fiscal year**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30th of each fiscal year**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of Clause)

B.1.1.11 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

B.1.1.12 852.216-70 ESTIMATED QUANTITIES FOR REQUIREMENTS CONTRACTS (APR 1984)

SECTION B - CONTRACT CLAUSES

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as

otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract. (End of Clause)

B.1.1.13 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (APR 1984)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished the Contractor. (End of Clause)

B.1.1.14 852.270-4 COMMERCIAL ADVERTISING (NOV 1984)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor. (End of clause)

B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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.]

[X] (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).

[N/A] (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

SECTION B - CONTRACT CLAUSES

[N/A] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[N/A] (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- [N/A] (ii) Alternate I (MAR 1999) of 52.219-5.
- [N/A] (iii) Alternate II (JUNE 2003) of 52.219-5.
- [X] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- [N/A](ii) Alternate I (OCT 1995) of 52.219-6.
- [N/A](iii) Alternate II (MAR 2004) of 52.219-6.
- [N/A] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- [N/A] (ii) Alternate I (OCT 1995) of 52.219-7.
- [N/A](iii) Alternate II (MAR 2004) of 52.219-7.
- [X] (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- [N/A] (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- [N/A](ii) Alternate I (OCT 2001) of 52.219-9.
- [N/A](iii) Alternate II (OCT 2001) of 52.219-9.
- [X] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- [N/A] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [N/A] (ii) Alternate I (JUNE 2003) of 52.219-23.
- [N/A] (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).
- [N/A] (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).

SECTION B - CONTRACT CLAUSES

- [N/A] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
- [X] (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- [N/A] (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUNE 2004) (E.O. 13126).
- [X] (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[X] (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).

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

[X] (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).

[N/A] (21)(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)).

[N/A] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). _

[N/A] (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

[N/A] (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

[N/A] (ii) Alternate I (JAN 2004) of 52.225-3.

[N/A] (iii) Alternate II (JAN 2004) of 52.225-3.

[N/A] (24) 52.225-5, Trade Agreements (JUNE 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[N/A] (25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[N/A] (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

[X] (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849). .

SECTION B - CONTRACT CLAUSES

[N/A] (28) 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)).

[N/A] (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[N/A] (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

[N/A] (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[N/A] (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[N/A] (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

[N/A] (ii) Alternate I (APR 1984) 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.]

[X] (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

[N/A] (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.).

[X] (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.).

[N/A] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[N/A] (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

SECTION B - CONTRACT CLAUSES

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 (APR 2002) (E.O. 11246).

(iii) 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).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

SECTION B - CONTRACT CLAUSES

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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)

B.2.1 ADDENDUM TO 52-212-5:

B.2.1.1 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):

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

VAAR: <http://www1.va.gov/oamm/vaar/index.htm>

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred,
Suspended, or Proposed for Debarment. (JUL 1995)
52.242-13 Bankruptcy. (JUL 1995)
852.203-71 Display of VA Hotline Poster (DEC 1992)

(End of clause)

SECTION C - DOCUMENTS, EXHIBITS OR ATTACHMENTS

ATTACHMENT A Wage Determination No.: 94-2231 REV (23) LA, Baton Rouge.

ATTACHMENT B GRAVE EXCAVATION, BACKFILL, AND INTERNMENTS.

ATTACHMENT C HEADSTONE MAINTENANCE & CLEANING.

ATTACHMENT D LAWN MAINTENANCE – FERTILIZING & WEEDING.

ATTACHMENT E LAWN MAINTENANCE – MOWING, TRIMMING & EDGING.

ATTACHMENT F LEAF COLLECTION.

ATTACHMENT G PLANT MATERIAL MAINTENANCE.

ATTACHMENT H PRUNING STANDARDS FOR SHADE TREES.

ATTACHMENT I REFILLING SUNKEN GRAVES.

ATTACHMENT J TRASH AND DEBRIS REMOVAL.

- ATTACHMENT K** PLACEMENT OF FLAGS.
- ATTACHMENT L** JANITORIAL SERVICES.
- ATTACHMENT M** Diagram of Graves (for the purposes of excavation, backfill, and interments)
- ATTACHMENT N** Site Plan
- ATTACHMENT O** Performance Work Requirements Summary
- ATTACHMENT P** Quality Assurance Surveillance Plan

ATTACHMENT A

94-2231 LA,BATON ROUGE

WAGE DETERMINATION NO: 94-2231 REV (23) AREA: LA,BATON ROUGE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2232

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

|
| Wage Determination No.: 1994-2231
William W.Gross Division of | Revision No.: 23
Director Wage Determinations| Date Of Revision: 06/25/2004

State: Louisiana

Area: Louisiana Parishes of Ascension, Assumption, East Baton Rouge, East Feliciana,
Iberia, Iberville, Livingston, Pointe Coupee, Saint James, St Helena, St Landry, St
Martin, St Mary, Tangipahoa, West Baton Rouge, West Feliciana

Cemetery Facilities Maintenance Services
Baton Rouge National Cemetery
RFQ-786-20-05

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.09
01012 - Accounting Clerk II	11.64
01013 - Accounting Clerk III	14.83
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.54
01050 - Dispatcher, Motor Vehicle	15.28
01060 - Document Preparation Clerk	10.49
01070 - Messenger (Courier)	9.06
01090 - Duplicating Machine Operator	10.49
01110 - Film/Tape Librarian	8.78
01115 - General Clerk I	9.28
01116 - General Clerk II	10.42
01117 - General Clerk III	11.38
01118 - General Clerk IV	12.76
01120 - Housing Referral Assistant	17.11
01131 - Key Entry Operator I	10.23
01132 - Key Entry Operator II	11.63
01191 - Order Clerk I	10.16

ATTACHMENT A

01192 - Order Clerk II	11.72
01261 - Personnel Assistant (Employment) I	10.87
01262 - Personnel Assistant (Employment) II	12.22
01263 - Personnel Assistant (Employment) III	16.80
01264 - Personnel Assistant (Employment) IV	17.38
01270 - Production Control Clerk	15.76
01290 - Rental Clerk	8.78
01300 - Scheduler, Maintenance	10.94
01311 - Secretary I	10.94
01312 - Secretary II	16.54
01313 - Secretary III	17.11
01314 - Secretary IV	19.45
01315 - Secretary V	21.53
01320 - Service Order Dispatcher	10.62
01341 - Stenographer I	11.38
01342 - Stenographer II	12.88
01400 - Supply Technician	19.84
01420 - Survey Worker (Interviewer)	13.28
01460 - Switchboard Operator-Receptionist	10.04
01510 - Test Examiner	16.54
01520 - Test Proctor	16.54
01531 - Travel Clerk I	10.32
01532 - Travel Clerk II	10.90
01533 - Travel Clerk III	11.50
01611 - Word Processor I	9.57

Cemetery Facilities Maintenance Services
Baton Rouge National Cemetery
RFQ-786-20-05

01612 - Word Processor II	11.18
01613 - Word Processor III	13.08
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.97
03041 - Computer Operator I	12.98
03042 - Computer Operator II	14.49
03043 - Computer Operator III	19.12
03044 - Computer Operator IV	21.27
03045 - Computer Operator V	23.54
03071 - Computer Programmer I (1)	15.54
03072 - Computer Programmer II (1)	17.63
03073 - Computer Programmer III (1)	22.15
03074 - Computer Programmer IV (1)	24.18
03101 - Computer Systems Analyst I (1)	21.67
03102 - Computer Systems Analyst II (1)	17.57
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.17
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.96
05010 - Automotive Glass Installer	16.05

ATTACHMENT A

05040 - Automotive Worker	16.05
05070 - Electrician, Automotive	16.99
05100 - Mobile Equipment Servicer	14.15
05130 - Motor Equipment Metal Mechanic	17.96
05160 - Motor Equipment Metal Worker	16.05
05190 - Motor Vehicle Mechanic	17.96
05220 - Motor Vehicle Mechanic Helper	14.15
05250 - Motor Vehicle Upholstery Worker	14.96
05280 - Motor Vehicle Wrecker	16.05
05310 - Painter, Automotive	16.99
05340 - Radiator Repair Specialist	16.05
05370 - Tire Repairer	13.67
05400 - Transmission Repair Specialist	17.96
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.64
07010 - Baker	10.65
07041 - Cook I	7.10
07042 - Cook II	8.43
07070 - Dishwasher	6.38
07130 - Meat Cutter	10.95
07250 - Waiter/Waitress	6.35
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.99
09040 - Furniture Handler	10.49
09070 - Furniture Refinisher	16.99
09100 - Furniture Refinisher Helper	12.73
09110 - Furniture Repairer, Minor	14.96
09130 - Upholsterer	16.99
11030 - General Services and Support Occupations	

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11030 - Cleaner, Vehicles	7.56
11060 - Elevator Operator	7.56
11090 - Gardener	9.03
11121 - House Keeping Aid I	6.76
11122 - House Keeping Aid II	7.77
11150 - Janitor	7.75
11210 - Laborer, Grounds Maintenance	8.15
11240 - Maid or Houseman	6.80
11270 - Pest Controller	9.05
11300 - Refuse Collector	8.05
11330 - Tractor Operator	10.03
11360 - Window Cleaner	8.15
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.39
12071 - Licensed Practical Nurse I	11.68
12072 - Licensed Practical Nurse II	13.10

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12073 - Licensed Practical Nurse III	14.66
12100 - Medical Assistant	9.79
12130 - Medical Laboratory Technician	13.60
12160 - Medical Record Clerk	9.95
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.19
12222 - Nursing Assistant II	8.08
12223 - Nursing Assistant III	8.82
12224 - Nursing Assistant IV	9.89
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.13
12311 - Registered Nurse I	17.13
12312 - Registered Nurse II	20.97
12313 - Registered Nurse II, Specialist	20.97
12314 - Registered Nurse III	25.37
12315 - Registered Nurse III, Anesthetist	25.37
12316 - Registered Nurse IV	30.38
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.17
13011 - Exhibits Specialist I	10.59
13012 - Exhibits Specialist II	16.38
13013 - Exhibits Specialist III	16.92
13041 - Illustrator I	10.93
13042 - Illustrator II	16.92
13043 - Illustrator III	20.69
13047 - Librarian	19.29
13050 - Library Technician	13.74
13071 - Photographer I	11.44
13072 - Photographer II	17.69
13073 - Photographer III	18.31
13074 - Photographer IV	21.64

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13075 - Photographer V	26.19
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.13
15030 - Counter Attendant	7.13
15040 - Dry Cleaner	9.11
15070 - Finisher, Flatwork, Machine	7.13
15090 - Presser, Hand	7.13
15100 - Presser, Machine, Drycleaning	7.13
15130 - Presser, Machine, Shirts	7.13
15160 - Presser, Machine, Wearing Apparel, Laundry	7.13
15190 - Sewing Machine Operator	9.77
15220 - Tailor	10.43
15250 - Washer, Machine	7.79
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.99

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19040 - Tool and Die Maker	20.71
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.38
21020 - Material Coordinator	15.76
21030 - Material Expediter	15.76
21040 - Material Handling Laborer	10.79
21050 - Order Filler	11.55
21071 - Forklift Operator	12.73
21080 - Production Line Worker (Food Processing)	12.73
4 21100 - Shipping/Receiving Clerk	11.40
21130 - Shipping Packer	11.40
21140 - Store Worker I	8.39
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.77
21210 - Tools and Parts Attendant	12.73
21400 - Warehouse Specialist	12.73
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.76
23040 - Aircraft Mechanic Helper	14.00
23050 - Aircraft Quality Control Inspector	20.78
23060 - Aircraft Servicer	16.46
23070 - Aircraft Worker	17.66
23100 - Appliance Mechanic	16.99
23120 - Bicycle Repairer	13.67
23125 - Cable Splicer	20.52
23130 - Carpenter, Maintenance	16.99
23140 - Carpet Layer	16.05
23160 - Electrician, Maintenance	19.88
23181 - Electronics Technician, Maintenance I	17.95
23182 - Electronics Technician, Maintenance II	21.41
23183 - Electronics Technician, Maintenance III	22.61
23260 - Fabric Worker	14.96
23290 - Fire Alarm System Mechanic	17.96
23310 - Fire Extinguisher Repairer	14.15

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23340 - Fuel Distribution System Mechanic	18.25
23370 - General Maintenance Worker	16.05
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.96
23430 - Heavy Equipment Mechanic	17.96
23440 - Heavy Equipment Operator	17.96
23460 - Instrument Mechanic	17.96
23470 - Laborer	8.15
23500 - Locksmith	16.99
23530 - Machinery Maintenance Mechanic	19.68
23550 - Machinist, Maintenance	17.96
23580 - Maintenance Trades Helper	12.73
23640 - Millwright	18.08

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23700 - Office Appliance Repairer	16.99
23740 - Painter, Aircraft	18.69
23760 - Painter, Maintenance	16.99
23790 - Pipefitter, Maintenance	18.58
23800 - Plumber, Maintenance	17.57
23820 - Pneudraulic Systems Mechanic	17.96
23850 - Rigger	17.96
23870 - Scale	
23890 - Sheet-Metal Worker, Maintenance	17.96
23910 - Small Engine Mechanic	16.05
23930 - Telecommunication Mechanic I	17.96
23931 - Telecommunication Mechanic II	18.89
23950 - Telephone Lineman	17.96
23960 - Welder, Combination, Maintenance	17.96
23965 - Well Driller	17.96
23970 - Woodcraft Worker	17.96
23980 - Woodworker	15.53
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.60
24580 - Child Care Center Clerk	11.99
24600 - Chore Aid	6.76
24630 - Homemaker	15.82
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.17
25040 - Sewage Plant Operator	16.99
25070 - Stationary Engineer	21.17
25190 - Ventilation Equipment Tender	13.64
25210 - Water Treatment Plant Operator	16.99
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	10.91
27006 - Corrections Officer	12.78
27010 - Court Security Officer	12.91
27040 - Detention Officer	12.78
27070 - Firefighter	13.13
27101 - Guard I	9.17

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27102 - Guard II	
	10.81
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	
	16.06
28020 - Hatch Tender	16.06
28030 - Line Handler	16.06
28040 - Stevedore I	14.96
28050 - Stevedore II	16.99

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	16.99
29000 - Technical Occupations	
21150 - Graphic Artist	15.57
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	11.83
29024 - Archeological Technician II	13.21
29025 - Archeological Technician III	16.38
29030 - Cartographic Technician	17.39
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.67
29040 - Civil Engineering Technician	17.43
29061 - Drafter I	10.18
29062 - Drafter II	10.00
29063 - Drafter III	11.65
29064 - Drafter IV	16.38
29081 - Engineering Technician I	11.21
29082 - Engineering Technician II	11.89
29083 - Engineering Technician III	12.55
29084 - Engineering Technician IV	17.69
29085 - Engineering Technician V	21.64
29086 - Engineering Technician VI	26.19
29090 - Environmental Technician	17.30
29100 - Flight Simulator/Instructor (Pilot)	27.57
29160 - Instructor	19.23
29210 - Laboratory Technician	18.60
29240 - Mathematical Technician	16.38
29361 - Paralegal/Legal Assistant I	15.27
29362 - Paralegal/Legal Assistant II	17.95
29363 - Paralegal/Legal Assistant III	21.97
29364 - Paralegal/Legal Assistant IV	26.57
29390 - Photooptics Technician	17.69
29480 - Technical Writer	26.19
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	18.21
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.37

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29622 - Weather Observer, Upper Air (3)	16.37
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	
17.28	
31260 - Parking and Lot Attendant	
7.40	
31290 - Shuttle Bus Driver	
13.23	
31300 - Taxi Driver	
7.66	

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31361 - Truckdriver, Light Truck	
13.23	
31362 - Truckdriver, Medium Truck	14.74
31363 - Truckdriver, Heavy Truck	
31364 - Truckdriver, Tractor-Trailer	15.39
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.34
99030 - Cashier	7.85
99041 - Carnival Equipment Operator	9.62
99042 - Carnival Equipment Repairer	10.48
99043 - Carnival Worker	7.11
99050 - Desk Clerk	9.60
99095 - Embalmer	
99300 - Lifeguard	10.19
99310 - Mortician	19.38
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.97
99500 - Recreation Specialist	13.32
99510 - Recycling Worker	9.03
99610 - Sales Clerk	9.51
99620 - School Crossing Guard (Crosswalk Attendant)	15.67
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	16.76
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.39
99660 - Surveying Aide	10.51
99690 - Swimming Pool Operator	10.02
99720 - Vending Machine Attendant	7.95
99730 - Vending Machine Repairer	10.02
99740 - Vending Machine Repairer Helper	7.95

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

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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

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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 **

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:

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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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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

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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 B

1. GENERAL

Any/all work done in this section is subject to the General Requirements that form a part of these specifications, and the Contractor shall be responsible for and governed by all the requirements there under.

2. SCOPE

Work consists of excavation, backfilling and preparing for interments specified by the Contracting Officer Technical Representative (COTR). There will be approximately 10 casketed and 10 cremation interments per year. The COTR or representative will notify the Contractor 24 hours in advance of gravesite to be opened. Normally interments will be accomplished Monday through Friday during the hours of 10:00 a.m. to 3:00 p.m. However, there may be instances where the Contractor will be required to perform interments on weekends and/or holidays and outside the regular hours.

3. PROCEDURE

A. All gravesites excavations, casket or cremains, will be completed within a minimum of one hour prior to the interment service. A polyliner (furnished by the government) will be used if the family does not purchase a private vault. If a vault is purchased, the gravesite excavation will be completed to allow the vault to be pre-set in the grave one hour and fifteen minutes prior to the service. All gravesites will be ready for viewing by the next of kin within one and one-half hours after the interment service.

B .It shall be the COTR's responsibility to notify the Contractor of any underground utilities in the vicinity of gravesite excavation.

C. Graves will measure various sizes in accordance with layout map and shall be excavated to five (5) feet. Graves for cremated remains will be approximately 18 inches square and (3) three feet deep. The COTR shall advise the Contractor of the required depth, and position prior to any excavation operation. Contractor should probe all full interments prior to excavation to assure adequate depth for 2nd interment. COTR should be notified immediately of insufficient depth to accomplish interment.

D . When a grave is opened to receive a second interment and is found to be of insufficient depth to permit interment, due to a vault not being deep enough, the remains of the first interments shall be removed and the grave excavated to a depth to accommodate both interments. Arrangement and payment for disinterment of the vault of the first decedent is the COTR's responsibility

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responsibility of the contractor; and is considered as a part of the regular grave excavation price. COTR or his/her representative will be present and will be responsible for insuring the gravesite is deepened to accommodate both interments. The gravesite will be screened from the public view during the removal

and reinterment of any remains. L. The Contractor or his/her representative shall place the temporary marker on the grave and setting of new headstone or marker when it is delivered is part of new interment.

E. Sod should be removed from the gravesite prior to excavation and shall be reused on the gravesite. Any excess backfill shall be hauled and dumped. Sod will be cut 4" to 6" deep to keep roots healthy. Soil remains left at gravesite will be covered with green carpet.

F. When a grave is opened, the Contractor is responsible for removing any headstone needed to ensure access for the vault and the remains and subsequently replaced.

G. The Contractor will transfer the remains in a dignified manner from the interment shelter to the proper gravesite following all NCA policies. The Contractor will be required to lower casketed remains into gravesite with a mechanical lowering device in a safe and efficient manner, with dignity, and without damage to casket.

H. Gravesite(s) shall be thoroughly compacted, free of all voids surrounding the graveliner. Backfill material surrounding the liner/container will be sufficiently pliable to allow voids to be filled for more solid compaction to reduce subsequent ground settlement. Backfill shall not be mounded and conform to the existing grade and with a minimum of 12-18" of compact soil coverage over the graveliner. Backfill shall be compacted by means of an approved mechanical or hand tamper. The contractor will remove all unusable dirt, rocks, roots and other types of objects from the cemetery grounds.

I. The contractor is responsible for any damage that occurs to the casket or graveliner during the course of a burial. If damage occurs, casket and/or graveliner are to be removed from the grave and a new container purchased. Contractor will be responsible for cost of replacement of casket or/or graveliner.

J. If the excavation is five feet deep or deeper, a worker is prohibited from entering into the hole until the sides of the grave are shored in a safe manner in accordance with OSHA standards.

K. If the grave has an existing headstone, it shall be removed and carefully placed in an area near the gravesite and covered with proper protection. The headstone will be replaced after the grave is backfilled. A temporary marker for the second interment will be centered directly in front of existing headstone. Surrounding headstone that are removed when performing the excavation shall be replaced back on the appropriate gravesite, clean and free of damage. Any headstones soiled during the backfilling will be cleaned prior to departing for the day. Any damage to headstones and/or turf, including the gravesite turf, during these burial procedures are the responsibility of the contractor and any repair or replacement costs shall be borne by the contractor.

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L. After backfilling is complete and compacted, the remaining two inches will be filled with topsoil and the sod will be replaced and tamped to ground level. The sod will be thoroughly watered every few days for two weeks thus reestablishing sod. If the grave does not have usable sod, new sod will be put on the grave.

M. The Contractor or his/her representative shall place the temporary marker on the grave. Setting of new headstone or marker when it is delivered is part of new interment.

N. All floral bouquets and arrangements left at the gravesite by the funeral party will be neatly arranged upon the grave and removed when they become unsightly. All stands from floral wreaths will be removed before placing the wreath flat on the grave.

O. See attached sheet for gravesite diagram and handling of multiple interments.

P. Area around interment shelter will be cleaned and shelter will be clean, free of webs and any other dirt or debris. Lowering device shall be used in lieu of bier. When and if a new interment shelter is constructed, chairs will be stored in the bier for each interment service. The contractor will arrange 12 chairs with covers at the interment shelter.

Q. The Contractor will designate a member of his staff to keep visitors away from open gravesite and man the gate 30 minutes prior to interment service and provide other duties as assigned by the COTR.

R. The Contractor will lower flag to half-mast ½ hour before interment services.

S. Contractor will raise flag to full mast 1/2 hour after interment service has completed and all family members have departed.

T. No grave will be pre-dug the day before a scheduled interment. Any exceptions must be authorized by COTR.

4. DIAGRAM "D" The conditions shown in "D" will occur only rarely, and usually when the minor dependents predecease their parents or in extremely rare cases when an accident takes the lives of a family group.

5. DIAGRAM "E" When the remains are in a small casket, they will be placed in the lower corner of the gravesite, at a depth of 5 feet, permitting room for an additional like burial at the head of the first at a depth of 7 feet and the second at five feet.

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

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

ATTACHMENT C

HEADSTONE MAINTENANCE & CLEANING

1. GENERAL

All work performed in this section is subject to the General Requirements and contract documents forming a part of these specifications, and the Contractor shall be responsible for and governed by all the requirements there under.

2. SCOPE

- A. **NCA Standard**: All headstones shall be clean, free of debris and objectionable accumulations.
- B. Work consists of cleaning all headstones as specified by the Contracting Officers Technical Representative (COTR) to remove objectionable material and discoloration, such as accumulations of bird droppings or mud, tire and hose markings, grass stains, residue from trees, fungus, and so forth. There are approximately 5000 marked gravesites in the Baton National Cemetery.

3. GENERAL REQUIREMENTS

All headstones shall be cleaned prior to Memorial Day and Veteran's Day and any other time as determined by the Contracting Officers Technical Representative (COTR) with a washing of one (1) times a year minimal. The contractor shall pressure wash sidewalks, curbs, and entrance gate and fences of cemetery. The natural surfaces shall be retained. They shall not be painted, white washed or calcimined. Any headstones that have any dirt splash up or grass debris from mowing/trimming will be promptly cleaned when found.

4. PROCEDURE

- A. Clean water shall be used to clean headstone. Cleaning techniques with water shall include high pressure spraying, scrubbing and/or rinsing.
- B. When water under pressure is used, the pressure will not exceed 800 psi. Excessive soil may be removed with plain water and a stiff brush (no wire brushes), followed by rinsing with clear water.
- C. If water used in cleaning should soften the soil around the base of the headstone loosening the headstone, care shall be taken not to tip the stone out of plumb or alignment.
- D. Care shall be taken to protect the turf area from any damage. Any turf damaged by the Contractor shall be restored at Contractor's cost.
- E. Abrasive blasting and cleaning solution will not be used.
- F. The cleaning product "Daybreak" at 50/50 mix with water will be used 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.

ATTACHMENT D

LAWN MAINTENANCE: FERTILIZING, LIME, WEEDCONTROL, PESTICIDES/HERBICIDES

1. GENERAL

All work performed under this section is subject to the General Requirements which form a part of these specifications, and the Contractor shall be responsible for and governed by all the requirements there under.

1. SCOPE

NCA STANDARD: _

High maintenance areas have a well-established, healthy stand of turf. Contractors shall be responsible for maintaining the turf area of the cemetery and the immediate area surroundings of the cemetery in a healthy condition by proper application of fertilizers, chemicals (to control weeds, diseases and insect pests) and lime (if soil tests indicate it is needed). Turf in burial areas should be 90 percent weed free. Pest and disease free turf should cover at least 95 percent of the area. The turf is to be aerated and dethatched in the spring (March or April). Approximately 5 acres of turf will be treated.

3. EQUIPMENT AND SUPPLIES

A. The Contractor is to supply all necessary applicators, hoses and other equipment.

B. Water shall be furnished by the Government at no cost to the Contractor.

C. The Contractor shall furnish all required chemicals, fertilizers and any other supplies. The Contractor shall determine the necessary formulation of fertilizers and the required amount of lime as indicated by the soil tests. Soil tests are obtained by COTR or their representative. Soil samples sent to LA Department of Agriculture for analysis. Copy of results mailed to COTR and Contractor. Test results will show any deficiencies and the needed corrections.

4. PROCEDURE

A. The Contractor shall be responsible for taking all precautions to prevent damage to the cemetery, in any manner, including headstones, markers, monuments, flower bases, trees and other structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones/markers, other cemetery structures or property damaged as a result of actions by contractor personnel.

B. Fertilizer:

Shall be applied based on the results and recommendations of a soil test for each section. The Contracting Officer Technical Representative (COTR) will conduct the soil test with a copy provided to the Contractor. Fertilizer will be applied in spring and fall of each year, unless local practice indicates a more favorable time. Only fertilizer that is recommended for the test results will be used and nitrogen formulated used should be slow release. This will be reported to the COTR on the appropriate form no later than 5 working days.

ATTACHMENT D

LAWN MAINTENANCE: FERTILIZING, LIME, WEEDCONTROL, PESTICIDES/HERBICIDES

C. Lime:

When soil tests indicate a need for lime, it shall be applied at the rate indicated in those tests. Time of application shall be in late fall or early winter, unless local practice indicates a more favorable time.

D. Weed Control

All weed growth and disease shall be controlled by means of mowing, trimming and spray or any other method approved by the COTR. All personnel using such sprays shall be properly trained, and the person in charge shall be duly licensed by the State of Louisiana to use pesticides. Pre Emergent treatment for weeds will be accomplished in the spring (March or April) of each year. A post emergent

may be needed in the summer to control weed growth. Turf in high maintenance areas shall be maintained at 90 percent weed free.

E. Gophers and Moles and any other Pest:

Gophers and moles and any other pest shall be controlled by elimination of their food source through the use of pesticides applied by a licensed applicator. The Contractor shall ensure that soil shall be tamped into holes and turf replaced or reseeded to insure acceptable appearance at all times.

F. Pesticides and Herbicides

Contractor will keep record of all pesticides/herbicides applied and furnish copy to COTR within five working days of application. Records will show type, amount, application area, and weather conditions. Signs will be posted informing the public that a chemical has been applied (Date and Time of Application). Turf in high maintenance areas shall be at least 95 percent pest and disease free.

ATTACHMENT - E

LAWN MAINTENANCE: MOWING, TRIMMING & EDGING

1. GENERAL

All work performed under this section is subject to the General Requirements and contract documents which form a part of these specifications, and the Contractor shall be responsible for and governed by all the requirements there under.

2. SCOPE

NCA STANDARD: Turf shall be maintained at a height within one-inch range of that which is professionally recommended for the recommended grass type for that geographic region. Optimally, the height is no more than half an inch above that range. Turf surrounding a headstone or marker shall be trimmed to its recommended height. There shall be no signs of “grass burns” caused by mowers. There shall be no signs of turf being “scalped” by string trimmers.

The Contractor shall be responsible for mowing, edging and trimming all grass within the cemetery and outside perimeter enclosure walls as specified by the Contracting Officer's Technical Representative (COTR). This encompasses approximately 7 acres.

3. EQUIPMENT

A. Riding mowers may be used provided that they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces.

B. Commercial grave power trimmers and power edgers will be used to trim grass from around headstones, monuments, markers, etc. (see TRIMMING below).

C. Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are properly cut- - not torn or damaged. Cutting heights of all mowing equipment shall be set according to heights specified below. The height of grass is what is measured to get correct cutting height.

4. PROCEDURE

A. Turf shall be cut to maintain heights as set forth below:

<u>Cutting Height, Inches</u>	<u>Turf grass Species</u>
3.0	St. Augustine

B. Mowing will be inspected by the COTR a minimum of once a month except during growing season, which is April through November. The growing season usually requires mowing weekly. Mowing should be performed often enough so that no more than 1/3 of leafage is removed at any one mowing. Turf in burial and public areas should be maintained at a height within one-inch range of that which is professionally recommended for the recommended grass

ATTACHMENT - E

type for that geographic region. Optimally, the height should be no more than half an inch above that range.

C. EDGING: All streets, curbs, walkways, tree wells and shrub beds shall be edged inside and outside cemetery grounds. COTR will conduct random inspections of edging.

D. All unmowed grass around headstones, monuments, markers, and other vertical surfaces shall be trimmed to keep the grass at the height standard described in section 4.A and 4.B of the lawn maintenance section of this contract without scalping between stones or around stones.

E. Care and maintenance of shrubs. Shrubs will be trimmed monthly during summer months/growing season. Shrub trimmings should be removed. Shrub area shall be kept free of shrub trimmings and any other debris.

F. The walkways (inside and out), flagpole bases, interment area, and roads will be cleaned up of grass clippings and leaves after mowing, string trimming, and edging.

ATTACHMENT - F

LEAF MULCHING/TREE DEBRIS REMOVAL

1. GENERAL

All work performed under this section is subject to the General Requirements and Contract Documents to Bidders which form a part of these specifications, and the Contractor shall be held responsible for and governed by all the requirements there under.

1. SCOPE

NCA STANDARD: All turf, roadways, sidewalks and committal shelters shall be free of debris (i.e. leaves, nuts, fallen branches and trash).

Work consists of collecting and removing from the cemetery grounds and the immediate area outside the cemetery wall, all fallen leaves, nuts, and twigs as frequently as necessary to keep a debris free appearance. Random inspections shall be conducted by the COTR.

3. GENERAL REQUIREMENTS

Leaf collection and removal will be accomplished from January 1 through December 31 annually. All fallen leaves must be removed during this period, except when delayed by the onset of severe weather conditions. The Contractor shall schedule removal work accordingly.

4. PROCEDURE

A. Leaves, nuts, and twigs will be hand raked, vacuumed or blown by walk-behind push type machines from interment areas into the roadways, and then collected and properly disposed of from cemetery grounds which includes right of way outside cemetery walls. Any accumulation of mulched leaves will be removed from the cemetery.

B. The Contractor will inspect all areas of the cemetery during this period and ensure that there is no accumulation of leaves in any area.

ATTACHMENT G

TREE/SHRUB MAINTENANCE

1. GENERAL

All work performed in this section is subject to the General Requirements and instructions to bidders which form a part of these specifications, and the Contractor shall be responsible for and governed by all the requirements there under.

2. SCOPE

NCA STANDARD:

- Trees and shrubs are to be maintained in a healthy, vigorous condition free of pests and disease.
- Trees and shrubs shall be trimmed and maintained at a proper size and shape for its particular size and type according to industry standards.
- Trees shall be maintained in a condition free of broken limbs or branches.
- Ornamental trees and shrubs shall be maintained so that they enhance and do not detract from the appearance of public areas.
- Ornamental trees and shrubs shall be pruned in a manner that ensures they do not pose a hazard to staff and visitors.

- Woodland areas are maintained so that they enhance and do not detract from public areas.
- Cemetery planting beds are well maintained and attractive.
- High maintenance areas, in which turf is not a part of the cemetery design, will be maintained in a manner that is appropriate for the medium in place.

Work consists of, but is not limited to, maintaining shrubs and trees in a healthy and attractive condition by proper watering, pruning, and removal of dead branches, cultivation and mulching. Notify COTR of any pest infestation in trees and obtain further guidance from the COTR.

3. GENERAL REQUIREMENTS

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

ATTACHMENT G

TREE/SHRUB MAINTENANCE CONT.

4. EQUIPMENT

A. All necessary equipment for this maintenance performance shall be furnished by the Contractor unless specifically stated otherwise.

B. All cutting tools will be kept sharp and properly functioning.

C. Materials for spraying and fertilizing will be supplied by the Contractor and proper records kept in accordance with state regulations.

5. PROCEDURE

A. Trees will be kept free of suckers and broken branches.

B. All cuts will be made according to ANSI A300 Standards.

C. The saucers (watering basins) around newly planted trees will be kept free of grass and weeds. Shredded pine or fir bark mulch (or equivalent) will be added when required and/or ordered by the Contracting Officer Technical Representative (COTR) or his authorized representative. No bark chips or nuggets will be allowed.

D. All new trees shall be staked (as indicated in Department of Memorial Affairs Standard Specifications – obtained from the COTR). Any tree showing adverse affect from high winds will also be staked. Trees, which have been damaged in any way, will be reported to the COTR, or his authorized representative. All plant material destroyed by the Contractor will be replaced at Contractor's cost.

E. Hedges will be trimmed to promote a healthy and attractive appearance and uniform growth over all parts of the plant, with the bottom wider than the top. Hedges and shrubs shall be kept free of dead branches, leaves and all weed growth. Weeds and their root system will be removed.

F. Beds containing shrubs shall be kept attractive and free of weeds. Any cultivation shall be generally shallow to avoid any damage to roots. Dead or dying plant material shall be reported to the COTR. Replacement plants, if needed, shall be furnished by the COTR and planted by the Contractor, as funds are available.

G. All shrubs shall be watered during the growing season to the degree needed to maintain an attractive appearance should natural rainfall fail to provide the moisture needed.

ATTACHMENT H

PRUNING STANDARDS FOR SHADE TREES

1. GENERAL

All work performed under this section is subject to the General Requirements and Instructions to Bidders which form a part of these specifications, and the Contractor will be responsible for and governed by all the requirements there under.

2. SCOPE

NCA STANDARD: Trees and shrubs are to be maintained in healthy, vigorous conditions free of pests and disease. Trees and Shrubs shall be trimmed and maintained at a proper size, form and shape for its particular size and type according to industry standards. Trees shall be maintained in a condition that is free of broken limbs or branches.

Pruning should focus on maintaining tree structure, form, health and appearance by: Removing dead, dying, diseased branches to be provided by the Contractor.

3. GENERAL REQUIREMENTS

The types of pruning generally used in the tree industry are as follows: Crown Cleaning, Crown Thinning, Crown Raising, Crown Shaping and Crown Restoration as found in ANSI A300 standards. Contractor is required to maintain trees at a maximum height of 15 feet.

4. PROCEDURE

A. CROWN CLEANING

(1) Crown Cleaning shall consist of the selective removal of one or more of the following items: dead, dying, diseased, weak branches and water sprouts from a tree's crown.

B. CROWN THINNING

(1) Crown Thinning shall consist of the selective removal of branches to increase light penetration, air movement and reduce weight.

C. CROWN RAISING

(1) Crown Raising shall consist of the removal of the lower branches of a tree in order to provide clearance.

D. CROWN SHAPING

(1) Crown Shaping reduces the height and/or spread of a tree. Consideration should be given to the ability of a species to sustain this type of pruning.

(2)

ATTACHMENT H

E. CROWN RESTORATION

(1) Crown Restoration should improve the structure, form and appearance of trees that have been severely headed, vandalized or storm damage.

5. METHODS:

A. When cutting back trees, drop crotch as much as possible and avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

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

C. When cutting back trees, one should have in mind to make them shapely and typical of their species.

D. In lifting the bottom branches of trees for under clearance which should be about fifteen (15) feet, care should be given to symmetrical appearance, and cuts should not be made so large they will prevent normal sap flow. Trim high enough to allow sunlight to penetrate trunk sometime during the day.

E. In general reduction of size (cutting back or topping) not more than one third of the total area should be reduced in a single operation.

ATTACHMENT I

SUNKEN GRAVE REPAIR

1. GENERAL

All work performed under this section is subject to the General Requirements and Contract Documents to bidders which form a part of these specifications, and the Contractor shall be responsible for and governed by all the requirements there under.

2. SCOPE

Work consists of refilling sunken graves with topsoil/sand mixture of approximately 1000 per year. The cemetery will be checked for holes and washouts and will be filled immediately.

3. GENERAL REQUIREMENTS

A. A sunken grave is defined as any gravesite that has receded two (2) inches from the existing adjacent grade. Standard graves excavated and backfilled are approximately three and one-half feet wide and approximately eight feet long. The Contractor will identify sunken graves requiring repair.

B. Refilling of sunken graves will be accomplished as soon as practicable.

4. PROCEDURE

Sunken graves will be filled with approved select backfill and tamped to within two (2) inches of established grade. Topsoil will be added to bring the gravesite to established grade. The disturbed area will then be raked free of stones and any debris larger than one (1) inch measured in any direction. The area will then be sodded/seeded as specified. (See Lawn Maintenance: Sodding/Seeding). When possible, sod should be removed and replaced. Area should be tamped level after filling the hole.

ATTACHMENT J

FLORAL, TRASH AND DEBRIS REMOVAL

1. GENERAL

All work performed under this section is subject to the General Requirements to bidders which form a part of these specifications, and the Contractor shall be responsible for and governed by all the requirements there under.

2. SCOPE

Work consists of collecting and removing all trash, debris, dead or unsightly flowers, tree limbs, as well as any other debris within area defined by the Contracting Officer's Representative (COTR), in accordance with the floral regulations of the cemetery.

3. REQUIREMENTS

A. All trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs will be removed from the cemetery areas a minimum of once every other day or as necessary.

B. All unauthorized grave decorations will be removed in accordance with floral regulations: twice monthly from April to October and 6 times October to April.

B. The Contractor will provide the necessary labor and suitable conveyance each workday for pickup of this debris from cemetery grounds.

D. Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.

E. All walkways, roads, and parking areas will be swept prior to interment services or on a weekly basis.

F. Storm Clean-Up (wind, rain, hail, snow, ice, etc): Cemetery should be checked and cleaned up next working day following the storm unless the extent of the storm prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.

G. Cemetery area includes all of the cemetery property to include surrounding areas of inside and outside the wall to the road.

ATTACHMENT K

PLACEMENT OF FLAGS

1. A small flag will be placed on each gravesite not more than three (3) days prior to Memorial Day (Boy Scouts and other volunteer organizations may assist the Contractor) and will be removed on the first workday following Memorial Day, weather permitting. Flags will be counted, bundled into bundles of 10 and placed back in storage. The Government will furnish flags and storage space for the flags.

2. On Memorial Day, the Contractor shall furnish the following services:

A. The United States Flag will be flown at half-staff from 8:00 a.m. until 12 noon, when it will be raised to full staff.

B. The Avenue of Flags (if flown) will be in place by 8:00 a.m. on Memorial Day and removed the following day or as soon as weather permits.

3. On Veteran's Day, the Contractor shall furnish the following service:

The Avenue of Flags (if flown weather permitting) will be in place by 8:00 a.m. on Veteran's Day and removed the following day or as soon as weather permits.

ATTACHMENT L

JANITORIAL SERVICES

1. GENERAL

All work performed under this section is subject to the General Requirements and Contract Documents to Bidders which form a part of these specifications, and the Contractor shall be held responsible for and governed by all the requirements there under.

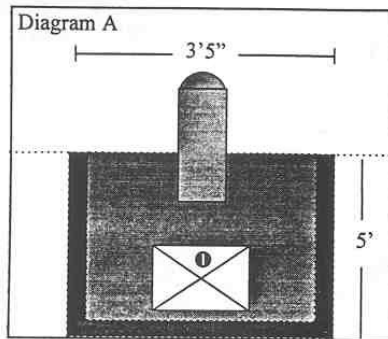
2. SCOPE

Work consists of cleaning, sanitizing and maintaining all public restrooms at the Baton Rouge National Cemetery.

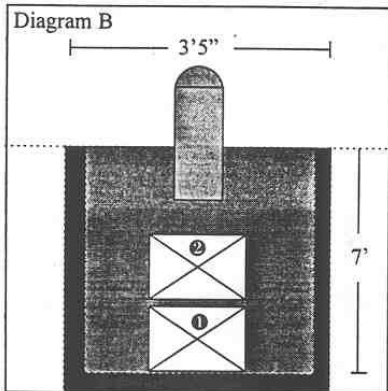
3. GENERAL REQUIREMENTS

- A. All trash cans shall be emptied, cleaned and sanitized weekly.
- B. All dirt, debris, urine, feces and water shall be removed from all floor surfaces.
- C. All sinks and counter tops shall be cleaned, sanitized and wiped to remove all excess standing water.
- D. All glass surfaces shall be cleaned with an appropriate glass cleaner so that the surface is free of grease, dirt and smudge marks.
- E. All toilets are to be cleaned and sanitized weekly.
- F. Any feminine hygiene disposal units shall be emptied, cleaned and sanitized in a method approved for cleaning and disposing of blood born pathogens
- G. Floors shall be mopped once per week with a disinfecting cleaning solution.
- H. An adequate supply of toilet paper, paper towels and soap shall be maintained on a daily basis so that there is always a roll on the dispensers and one back-up roll available for all restrooms.

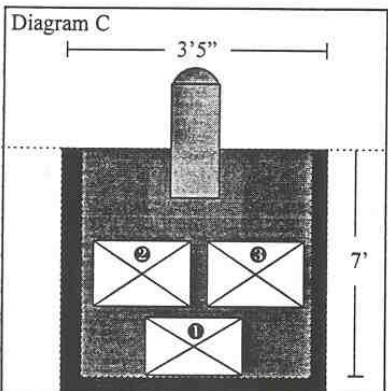
ATTACHMENT M



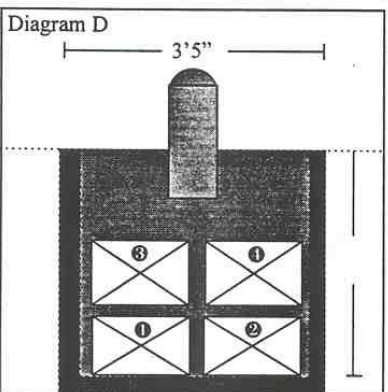
1. DIAGRAM "A" shows a single burial when no future interment is expected. The burial is made in the center of the site at a depth of 5 feet.



2. DIAGRAM "B" shows normal burial of two remains as in the case of a service connected person and spouse. The first interment is made in the center of the site at a depth of 7 feet. When the second interment is made the grave will be reopened to a depth approximately 2" from the top of the first casket, leaving a thin layer of earth between the two as shown.



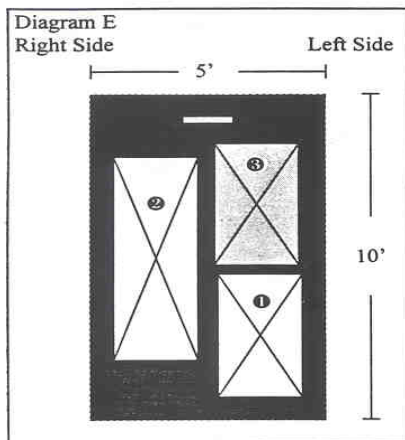
3. DIAGRAM "C". If, at the time of the second interment, it is expected that a third interment will be made, the second remains will be placed at the extreme edge of the site, leaving room for the third at the opposite side as shown in Diagram "C". In the infrequent case when a third interment is found necessary after two burials have been made as shown in "B", the grave will be opened sufficiently to permit moving the No. 2 interment to the side to provide room for No. 3. Conditions will again obtain as in "C".



4. DIAGRAM "D". The conditions shown in "D" will occur only rarely, and usually when 2 minor dependents predecease their parents or in extremely rare cases when an accident takes the lives of the entire group.

5. DIAGRAM "E". When the remains are in a small casket, they will be placed in the lower corner of the gravesite, as a 5 ft. depth, permitting room for additional like burials at the head of the first. The two adults would be buried in the other side, the first at 7 ft. and the second at 5 ft.

6. When it is necessary to make side-by-side burials in a single gravesite, extreme care will

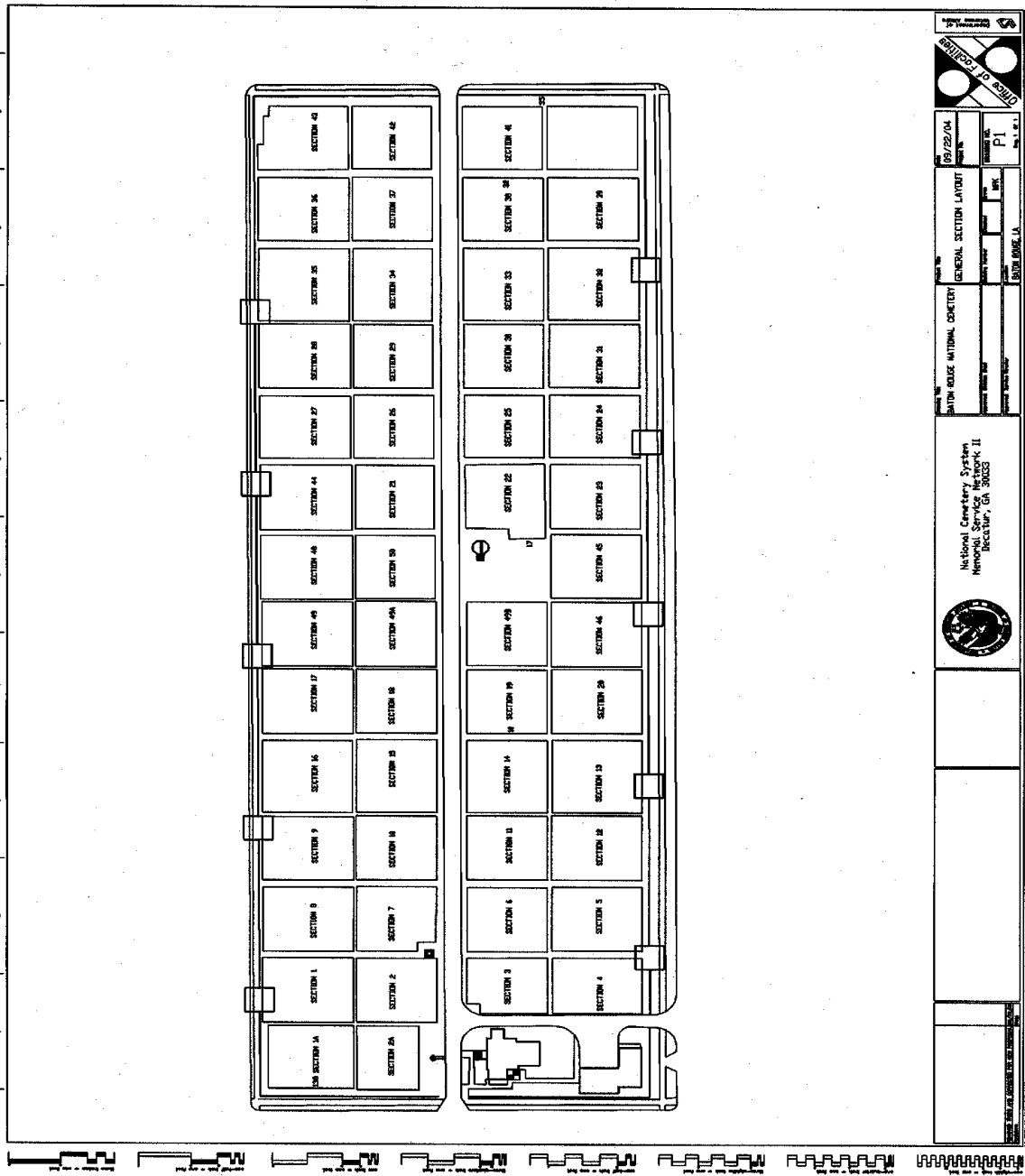


be exercised to accurately locate the sideline of the site. Where a burial vault is used in such cases, it may be necessary to encroach several inches on adjacent site(s). This is permissible provided the site encroached upon has been or will be utilized as shown in "A" or "B".

7. Unusual conditions may require occasional deviations from the method indicated.

For cases not covered herein, which cannot be satisfactorily resolved locally, the Contractor will consult the Area Director, National Cemetery Area Office, Atlanta, GA, or his duly authorized representative for advice on determination of action to be taken.

Cemetery Facilities Maintenance Services
 Baton Rouge National Cemetery
 RFQ-786-20-05



ATTACHMENT O

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:

ATTACHMENT O

GRAVE EXCAVATION, BACKFILL, AND INTERMENTS

Performance	Minimum	Desired Level	Disincentive	Incentive
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Cemetery Facilities Maintenance Services
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Standard	acceptable Level (MAL)	(DL)		
Gravesite is ready for viewing by the next of kin within 1-½ hours after the interment service.	Gravesite is ready for viewing by next of kin within 1 1/2 hours after the interment service 90% of the time.	Gravesite is ready for viewing by next of kin within 3 ½ hours after the interment service 100% of the time.	25% of invoice deducted for failing to meet MAL.	3 Point Awarded for Meeting or exceeding DL 100% of the time for 1 quarter.
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.	3 Award Point deducted for safety violation.	3 Point Awarded for no safety violations for one quarter.
Equipment Readiness	Contractor has all equipment in safe and working condition for this operation.	Contractor has all equipment in safe and working condition for this operation.	3 Award Point deducted for failure to have equipment in safe and working condition.	3 Point Awarded for meeting or exceeding DL 100% of the time for one quarter.

ATTACHMENT O

HEADSTONE CLEANING AND MAINTENANCE

Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
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Cemetery Facilities Maintenance Services
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Headstones and Markers are clean and free of debris and objectionable accumulations	80% of Headstones and Markers inspected are acceptably clean and free of debris	90% of Headstones and Markers inspected are acceptably clean and free of debris	20% deduction from invoice for failure to meet MAL.	3 point awarded for meeting or exceeding DL for one quarter.
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.	3 Award Point deducted for safety violation.	3 Point Awarded for no safety violations for one quarter.

ATTACHMENT 0

GROUND MAINTENANCE

Cemetery Facilities Maintenance Services
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Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)	Disincentive	Incentive
Turf Maintenance	Turf is 80% pest and weed free. Healthy and green appearance. Sod/seed replaced where appropriate.	Turf is 90% pest and weed free. Healthy and green appearance. Sod/seed replaced where appropriate.	20% of invoice deduction for failing to meet MAL	3 Point Awarded for meeting or exceeding DL for one quarter.
Plant & Tree Maintenance	Plants and Trees are 80% free of pests and are maintained at a healthy, shaped and trimmed to proper height and shape for size and type of tree.	Plants and Trees are 90% 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	3 Point Awarded for meeting or exceeding DL for one quarter
Trimming and Edging	80% of all unmowed grass around headstones, monuments, markers and other vertical surfaces are trimmed to its recommended height.	90% 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	3 Point Awarded for meeting or exceeding DL for one quarter
Removal of Debris	Turf is 90% free of leaves, fallen branches and trash after one attempt to correct any deficiencies	Turf is 90% free of leaves, fallen branches, and trash	5% deduction from invoice for failing to meet MAL	3 Point Awarded for meeting or exceeding DL for one quarter.

ATTACHMENT O

GROUND MAINTENANCE CONT.

Sweeping and Blowing off of roads and walkways	80% of Roads, Walkways and cemetery grounds are free of debris.	90% of Roads, Walkways and cemetery grounds are free of debris.	5% deduction from invoice for failing to meet MAL	3 Point Awarded for meeting or exceeding DL for one quarter.
	80% of all areas designated in technical specifications are free of snow and ice.	90% of all areas designated in technical specifications are free of snow and ice.	\$100 deduction from invoice for failure to meet MAL.	3 Point Awarded for meeting or exceeding DL for one quarter.
Report Submittals	Turns in all required submittals 95% of the time.	Turns in all required submittals 100% of the time.	Deduction of 3 Award Point for failure to meet MAL.	3 Point Awarded for meeting DL for one quarter.
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.	3 Award Point deducted for safety violation.	3 Point Awarded for no safety violations for one quarter.

ATTACHMENT O

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.	3 Point Awarded for Meeting or exceeding DL 100% of the time for 1 quarter.
Floors are clean, sanitized and free of dirt and water.	Floors are clean, sanitized and free of dirt, debris and water 90% of the time.	Floors are clean, sanitized and free of dirt, debris and water 95% of the time.	5% deduction from invoice for failure to meet MAL.	3 Point Awarded for Meeting or exceeding DL 100% of the time for 1 quarter.
Trash cans emptied and cleaned.	Trashcans are emptied and cleaned 95% of the time.	Trashcans are emptied and cleaned 100% of the time.	10% deduction from invoice for failure to meet MAL.	3 Point Awarded for Meeting or exceeding DL 100% of the time for 1 quarter.
Glass Surfaces Cleaned and free of dirt, streaks and smudges.	Glass Surfaces are cleaned and free of dirt, streaks and smudges 90% of the time.	Glass Surfaces are cleaned and free of dirt, streaks and smudges 95% of the time.	1% deduction from invoice for failure to meet MAL.	3 Point Awarded for Meeting DL 100% of the time for 1 quarter.
Floors are mopped	Floors are mopped once per week 90% of the time.	Floors are mopped once per week 100% of the time.	5% deduction from invoice for failure to meet MAL.	3 Point Awarded for Meeting DL 100% of the time for 1 quarter.
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% deduction from invoice for failure to meet MAL.	3 Point Awarded for Meeting or exceeding DL 100% of the time for 1 quarter.
Shop Area of Maintenance Building is free of dirt and debris	Shop Area is kept free of dirt and debris 90% of the time.	Shop Area is kept free of dirt and debris 95% of the time.	3 point deducted for failing to meet MAL.	3 Point awarded for meeting or exceeding DL 100% of the time for 1 quarter.

ATTACHMENT Q

JANITORIAL SERVICES CONT.

Cemetery Facilities Maintenance Services
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Maintenance Building is well organized.	Tools and Equipment are put away in their appropriate place 90% of the time.	Tools and Equipment are put away in their appropriate place 95% of the time.	3 point deducted for failing to meet MAL.	3 Point awarded for meeting or exceeding DL 100% of the time or 1 quarter.
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Cemetery Facilities Maintenance Services
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CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
1001	Pressure washing surrounding wall and wall around lodge area	Wall will be clean on both sides and top.
	TURF MAINTENANCE	
1002	FERTILIZING Fertilizing - twice per year (spring and fall) Lime Application – early fall or winter as indicated by soil testing.	Report provided on appropriate form to the COTR within 5 working days
1003 1009	WEED CONTROL 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.
1003	GOPHERS/MOLES/PESTS	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.
1003	PESTICIDES AND HERBICIDES	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.
1004	MOWING	Monthly mowing inspections reveal compliance with NCA standards for grass height. Inspections 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 ½ to 2 inches.
		Contractor has mowed, edged and trimmed all grass within the cemetery and outside perimeter enclosure walls as specified by the COTR.

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<u>CLIN</u>	<u>PERFORMANCE OBJECTIVE</u>	<u>INDICATORS OF SUCCESS</u>
		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.
1005	EDGING	Monthly 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.
1006	TRIMMING	Unmowed grass around headstones, monuments, markers and vertical surfaces has been trimmed to a height of 1 ½ 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.
	SODDING & SEEDING	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.
		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.
		Delivery tickets indicating weight, analysis, purity and vendor’s name, etc. have been submitted to the COTR within 2 days of analysis.

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CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
1007	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.

1008	PLANT AND TREE MAINTENANCE	
1008	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.
1010		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.
1008	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.
1008	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.

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CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
1008	SHRUBS	Beds containing shrubs are attractive and free of weeds.
		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.
1008	PRUNING STANDARDS FOR SHADE TREES:	Crown Cleaning: Dead, dying or diseased, weak branches and waterspouts 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

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<u>CLIN</u>	<u>PERFORMANCE OBJECTIVE</u>	<u>INDICATORS OF SUCCESS</u>
		1.
		All passages from the roadway to the gravesite were cleaned for those interments conducted during the snow season.

<u>CLIN</u>	<u>PERFORMANCE OBJECTIVE</u>	<u>INDICATORS OF SUCCESS</u>
1011	<u>HEADSTONE CLEANING AND MAINTENANCE</u>	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.
		Headstones are cleaned: 1. Prior to Memorial Day 2. As determined by the COTR
		Sidewalks, curbs and entrance gate to cemetery have been pressure-washed.
		Headstones have remained plumb and aligned after cleaning.
		Turf surrounding headstones remains undamaged by cleaning.
		Headstones having any accidental dirt splash-up or grass debris have been promptly cleaned.
		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.)
		Percent of headstones inspected in a defined time period and on a regular bases are acceptably clean and debris-free.
<u>CLIN</u>	<u>PERFORMANCE OBJECTIVE</u>	<u>INDICATORS OF SUCCESS</u>
1013	<u>SUNKEN GRAVE REPAIR</u>	Sunken graves have been refilled with approved backfill and have been tamped to within two (2) inches of established grade.
		Topsoil has been added to bring the gravesite to the established grade.
		Disturbed area has been raked free of stones and debris in excess of one (1) inch measured in any direction.
		Graves have been sodded/seeded as specified.
		Cemetery has been checked for holes and washouts and has been filled immediately.
		Gravesites have no standing water.

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<u>CLIN</u>	<u>PERFORMANCE OBJECTIVE</u>	<u>INDICATORS OF SUCCESS</u>
1014	<u>GRAVE/CREMAIN EXCAVATION AND</u>	All grave/cremain sites were ready within one

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1015	BACKFILLING	(1) hour prior to the interment services.
		For those burials utilizing an outer container, graves were ready within 1 hour and 15 minutes prior to the service.
		All gravesites were ready for viewing by next-of-kin within 1 hour and 30 minutes after the interment service.
		Sod has been cut 4" – 6" deep to keep roots healthy and was replaced on the gravesite.
		Excess backfill has been hauled and dumped; soil left at the gravesite was covered with green carpet.
		Existing headstones were removed to insure access for the vault and were covered with proper protection and were replaced correctly after grave was backfilled. Temporary markers were centered directly in front of the existing headstone.
		Remains were transferred in a dignified manner from the interment shelter to the proper gravesite.
		Casketed remains were lowered into the gravesite using a mechanical lowering device in and safe, efficient, dignified manner and without damage to the casket.
		After the backfill was completed, the remaining 2 inches of the gravesite was filled with topsoil, tamped and the sod was replaced and thoroughly watered every day for a two (2) week period.
		All floral arrangements were neatly arranged upon the grave and removed when unsightly. All stands from floral wreaths were removed before lying wreaths flat on the grave.
		Artificial flowers and arrangements are not present except during approved periods.
		Flower removal occurs in accordance with the schedule established cemetery regulations.
		Chairs (12) with covers were set up for each interment service.
		Interment shelter was clean and free of dirt, leaves, webs, etc.
		A Contractor personnel was provided to keep visitors away from the open gravesite.

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<u>CLIN</u>	<u>PERFORMANCE OBJECTIVE</u>	<u>INDICATORS OF SUCCESS</u>
		Flag was lowered to half-mast 30 minutes prior to interment services.

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		Flag was raised to full mast 30 minutes after interment services were completed and all family members have departed.
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CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
1016	PLACEMENT AND REMOVAL OF FLAGS (GRAVE)	Small flags were placed on each gravesite not more than three (3) days prior to Memorial Day
		All flags were removed on the first workday following Memorial Day, weather permitting.
		All flags were counted, bundled (10 flags per bundle) and placed back in storage.
1017	PLACEMENT AND REMOVAL OF FLAGS (Avenue of Flags – flown twice yearly)	Memorial Day: United States flag is flown at half-staff from 8:00 AM until 12:00 Noon, when it will be raised to full staff.
		Avenue of Flags (both Memorial and Veteran's Days): 1. Flags will be in place by 8:00AM and removed the following day or as soon as weather permits.
	CEREMONY SET UP/PROTOCOL	Contractor has set up, per COTR's instructions: ➤ PA system ➤ Chairs ➤ Cones ➤ Other items as required for services

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CLIN	PERFORMANCE OBJECTIVE	INDICATORS OF SUCCESS
1018	CLEANING AND MAINTENANCE OF PUBLIC RESTROOMS	Restrooms are disinfected and free of dirt, deposits, streaks and odors.
		Toilets and urinals are disinfected and free of scale, stains, scum and other deposits.
		Floors are swept, and wet mopped to ensure they

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		are free of litter, dirt, dust and debris.
		Restrooms are properly stocked with sufficient toilet paper, paper towels and soap.
	CLEANING OF MAINTENANCE BUILDING (SHOP AREA)	Floors are swept (and mopped, if necessary) to ensure they are free of litter, dirt, dust and debris.
		All tools and equipment are organized and placed in their appropriate place.

SECTION D – SOLICITATION PROVISIONS

D.1 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JAN 2004)

(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;
 - (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.

SECTION D – SOLICITATION PROVISIONS

(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.

SECTION D – SOLICITATION PROVISIONS

(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
470 East L'Enfant Plaza, SW, Suite 8100
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) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

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(3) 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)

D.1.1 ADDENDUM TO FAR 52.212-1, Instructions to Offerors-Commercial Items (JAN 2004)

(a) Paragraph (b) entitled "Submission of Offers" is tailored to read:

(10) **Past Performance Information:**

SECTION D – SOLICITATION PROVISIONS

(i) **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years:** Provide any information currently available (letter, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contracts. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(ii) **Past Performance Surveys:** The Government will evaluate the quality and extent of offeror's experience deemed relevant to the requirements of this RFQ. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess experience. Provide a list of three (3) of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Furnish the following information for each contract referenced:

- (A) Company/Division name
- (B) Product/Service
- (C) Contracting Agency
- (D) Contract Number
- (E) Contract Dollar Value
- (F) Period of Performance
- (G) Name, Address, Facsimile Number, and Telephone Number of the Contracting Officer
- (H) Comments Regarding Compliance with Contract Terms and Conditions
- (I) Comments Regarding any Known Performance Deemed Unacceptable to the Customer or not in Accordance With the Contract Terms and Conditions.

(b) Paragraph (c) entitled "Period for acceptance of offers" is tailored to read: "The offeror agrees to hold the prices in its offer firm for **70 calendar days** from the date specified for receipt of offers."

(c) Paragraph (e) entitled "Multiple Offers" is deleted in its entirety.

(d) Paragraph (f) entitled "Late submission, modifications, revisions, and withdrawals of offers".

(2)(i) This paragraph is tailored to read: "Any offer, modification, revision, received at the Government office designated in the solicitation after the exact time and date specified for receipt of offers will be considered late and not accepted.

(e) Paragraph (g) entitled "Contract Award (not applicable to Invitation for Bids)" is tailored to read: "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."

(D.1.2 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)

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D.1.3 SUBMITTAL REQUIREMENTS:

(a) The intent of the Government is to award a Performance-Based Service Contract. Contractors shall provide a Performance Work Statement, Past Performance references, Quality Control Plan (to measure performance), incentives and disincentives, as to how they plan to accomplish the goals of this solicitation. A contract will be awarded based upon the Contractor's record of past performance, ability to meet the Statement of Objectives, Quality Control Plan, and the incentives and disincentives provided by the Contractor in their plan, and price. Technical Specifications have been provided. However, should the Contractor have a better solution or recommendation to accomplish the same goal as stated in the technical specifications, he/she should include the suggested method of accomplishing the same goal or end objective in his/her proposal for evaluation.

(b) Contractor shall submit the following with this proposal (exclusion of any of the following may result in a non-responsive proposal):

1. Performance Work Plan: The contractor shall submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery. (i.e. performance schedule, frequency of mowing, trimming, turf maintenance, weed eating, plant and tree maintenance, janitorial services, etc.). In addition to price, the technical proposal submitted by the contractor will account for 50% of the contractor's score during evaluation. The contractor's proposal will be evaluated on how well it meets the performance goals of this contract. Evaluation factors will include:

A. Contractor's understanding of the New Bern National Cemetery goals.

B. Contractor's performance plan (i.e., performance schedules, frequency, methods, technique, snow and ice removal plan, special occasions, emergency requirements, etc.)

C. Examples of considerations:

- (1) How do you plan to keep the grass mowed to a height meeting NCA specifications?
- (2) How do you plan to keep all areas trimmed, clean, and neat in appearance?
- (3) How do you plan to maintain all plants and trees?
- (4) How do you plan on maintaining turf?
- (5) How do you plan to maintain janitorial maintenance of public restrooms and maintenance building (particularly the shop area)?

2. Contractor's qualifications: (special licenses, permits, certifications, education, experience, etc.)

3. Personnel Qualifications: The Contractor shall provide any special licenses, permits, certifications, training that pertains to their ability to perform cemetery facilities maintenance services, and the intended use of personnel (i.e. supervisor(s), number of personnel participating on contract work).

4. Past Performance: The Contractor shall provide past performance references to include at a minimum:

- (1) Have you done this type of work before?
- (2) Have you ever done grounds maintenance services for a cemetery in the past?
- (3) Have you done headstone cleaning or the setting and alignment of headstones and markers in the past?

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5. Equipment Readiness: The Contractor shall submit a list of equipment they will be using to perform this service. Contractor should include any special needs they will require regarding storage or security of their equipment. Evaluation of equipment readiness will include; Does the contractor have sufficient number and type of equipment to perform satisfactorily.

6. Quality Control Plan: how do you plan to monitor your staff's performance in meeting the contract goals?)

7. Socio-Economic Status (Small Disadvantaged Business Participation and Service-Disabled Veteran Owned Small Businesses): Points shall be given to contractors of small disadvantaged business status, and small service-disabled veteran owned business status. Contractors shall state their socio-economic business status on required submittal documents (ref. FAR 52.212-3 Representations and Certifications).

8. Price Proposal.

D.1.4 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). (End of Provision)

D.1.5 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 the Chief, Centralized Contracting Division, National Cemetery Administration, U. S. Department of Veterans Affairs, 5105 Russell Road, Quantico, Virginia 22134-3903. Office hours are Monday through Friday (excluding Federal Holidays), 8:00 a.m. to 4:00 p.m. Eastern Time. (End of Provision)

(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)

D.1.6 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)

D.1.7 852.233-70 PROTEST CONTENT. (JAN 1998)

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

(1) Include the name, address, fax number, and telephone number of the protester;

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(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

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

(End of Provision)

D.1.8 852.233-71 ALTERNATE PROTEST PROCEDURE. (JAN 1998)

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

D.2 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:

1. **TECHNICAL FACTOR:** The sub-factors are listed in descending order of importance. Sub-factor 1 is slightly more important than Sub-factor 2, and so forth.

A. Sub-Factor 1 - Contractor's Understanding of Wilmington National Cemetery goals: The evaluation will consider how clearly the Contractor understands the procedures for the services called for, and the method used based on his step-by-step description of the work flow process he will use to execute each incident of work starting with Government notification of the requirement and ending with the final acceptance by the Government. The evaluation will consider the Contractor's ability to perform the minimum order level of the contract.

B. Sub-Factor 2 - Performance Work Plan: The evaluation will consider whether the Contractor has the required experience performing the types of services required by the statement of work. The evaluation will consider how clearly the organizational chart or other method presents the organization's structure; delineates the responsibilities and lines of supervision and

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communication; identifies the position/personnel responsible for supervision, control of performance of various tasks under the contract, including the Contractor's main points of contact with the Government; and whether the proposed organization covers all the critical functions of work showing responsibilities at each point and as a whole organization that will ensure performance of quality work in a timely efficient manner.

C. Sub-Factor 3 - Contractor's Personnel Qualifications: Include in this section relevant information that shall demonstrate the technical and/or managerial qualifications of key personnel you propose to use in accomplishing work called for under the contract. Demonstrated qualifications and experience for each individual should be included in the technical proposal in the form of a resume or biographical data, not to exceed two pages in length for each of the individuals identified. Key personnel are construed to include those individuals who will directly manage, supervise or oversee on-site contract performance, or who will provide technical advice and guidance to Contractor personnel, or who will serve as a liaison between your firm and cemetery staff, including the COTR. Identify alternate key personnel as backup for key personnel. Identify other personnel as to their positions (e.g. tractor operator, lawn mower operator, trimmer operator, tree maintenance, laborer, etc.), and any (special licenses, permits, certifications, education, experience, etc.) along with the number of these personnel that will be utilized for complete contract performance.

D. Sub-Factor 4 - Past Performance: Past performance information will be obtained from references provided by the offeror and from other sources known to the Government or learned during the course of the evaluation. An offeror who has no relevant past performance history for a particular Second Tier Sub-Factor will be given a neutral rating for that second tier sub-factor. Each offeror will be evaluated on his performance under existing and prior contracts for same and similar services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative ranking will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the Government. The information obtained may be used in evaluation of the offeror's past performance. Second Tier Sub-Factors 1, 2 and 3 are of comparatively equal importance.

(i) Second Tier Sub-Factor 1 - Quality of Work Performance: Past performance information will be evaluated for offeror's record of conforming to SOWs and providing quality service.

(ii) Second Tier Sub-Factor 2 - Timeliness of Performance: Past performance information will be evaluated for the offeror's ability to meet contractual performance schedules.

(iii) Second Tier Sub-Factor 3 - Customer Satisfaction: Past performance information will be evaluated for the degree of satisfaction among the offeror's customers.

E. Sub-Factor 5 - Equipment Readiness: Offeror is to provide a thorough list of equipment, vehicles, and materials that it proposes to use under the contract. Equipment type, methodology and proposed man hours should be addressed for work to be performed with explanation on how the proposed method selected is more beneficial to the Government.

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F. Sub-Factor 6 - Quality Control Plan: The evaluation will consider the effectiveness of the Quality Control Inspection System, as detailed in the Quality Control Plan, 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. The evaluation will consider the extent to which the Contractor ensures work will proceed within the established time frames for each service called for, and whether documentation and information feedback to the CO, or authorized representative, for all inspections and evaluations conducted and remedial action(s) taken are sufficient to assess Contractor performance.

G. Sub-Factor 7 - Socio-Economic Status: The evaluation will give additional consideration and points to Contractors of small disadvantaged business status, and small service-disabled veteran owned business status. A completed copy of the Representations and Certifications contained in Section D of the solicitation at FAR 52.212-3 must be included with the quotation to receive this consideration. As authorized under FAR 1.201-2, in attaining public policy goals adopted by Congress and the President, an additional consideration of one (1) point will be given to certified Small Disadvantaged Business Concerns, and one (1) point for Service-Disabled Veteran Owned Small Business Concerns.

2. PRICE FACTOR: This factor will consider the reasonableness of prices using price analysis techniques. The evaluation will consider price reasonableness based on competitiveness of price offers

received in response to this solicitation and historical pricing data on similar contracts. The combination of all technical sub-factors are equally important as price. Include the following as part of the price proposal:

A. Completed Standard Form 1449, Solicitation/Contract/Order for Commercial Items (Page 1 of the solicitation), which will include Blocks 12, 17A, 17b, 30a, 30b and 30c;

B. Prices as requested on Solicitation pages 6 through 10 (Section A of the Solicitation), with the knowledge that the prices offered to the Government would be the best prices available. Each Contractor is encouraged to give their best discounted prices, or give quantity discounts to be as cost competitive as possible.

(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)

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D.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAY 2004)

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

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

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

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

(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)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

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

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

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o 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.

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(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 four 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 four 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

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(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) o *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-

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(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, o 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."

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(2) Foreign End Products:

Line Item No.	Country of Origin
____N/A____	____N/A____
_____	_____
_____	_____

[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 FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.	Country of Origin
____N/A____	____N/A____
_____	_____
_____	_____

[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
N/A	N/A

[List as necessary]

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(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: 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.
N/A

[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
N/A	N/A

[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, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA country end products.

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Other End Products:

Line Item No.	Country of Origin
____N/A____	____N/A____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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	Listed Countries of Origin
N/A	N/A

(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.]*

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☐ (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. (End of provision)

