NOTICE: This is a Combined Synopsis/Solicitation for commercial items prepared in accordance with the format in subpart <u>FAR 12.6</u>, Streamlined Procedures for Evaluation and Solicitation for Commercial Items as supplemented with additional information included in this notice. This announcement constitutes the only Solicitation; offers are being requested and a written Solicitation (SF1449) document will not be issued.

This Solicitation is being issued using Simplified Acquisition Procedures. Solicitation number **VA786-17-Q-0778** is being issued as a Request for Quotation (RFQ). This notice and the incorporated provisions and clauses are in effect through the Federal Acquisition Regulations (FAR) and the Veterans Affairs Acquisition Regulations (VAAR). All responsible sources may submit a Quotation.

FAR clauses and provisions enclosed within this RFQ are those in effect through Federal Acquisition Circular (FAC) 2005-89 and are available in full text through Internet access at <u>http://www.acquisition.gov/far</u>.

This is a 100% Service Disable Veteran Owned Small Business (SDVOSB), Open Market procurement. North American Industry Classification System (NAICS) code is **561730** - *Landscaping Services (Tree Services)* with a size standard of **\$7.5 million**. Any firm that does not meet the capability and size standard under this NAICS code should not submit a response.

Prospective awardees MUST be registered with the System for Award Management (SAM) at <u>http://www.sam.gov</u> and MUST have an active SAM account PRIOR TO AWARD and through final payment.

Potential awardees must complete the Online Representations and Certifications Application (ORCA) at http://www.sam.gov as well PRIOR to award and through final payment. A CONTRACT WILL NOT BE AWARDED UNTIL SAM REGISTRATION HAS BEEN COMPLETED AND VERIFIED.

ADDITIONAL NOTE SDVOSBs must be verified for ownership and control and listed in the Vendor Information Pages at https://www.vip.vetbiz.gov when offers are submitted and at the time of award. (See Clause 852.219-10 VA Notice of Total Veteran-Owned Small Business Set-Aside.) Quotes received that are not Service Disabled Veteran-owned Small Business (VOSB) concerns, shall not be considered and will not be evaluated.

This combined synopsis/solicitation for commercial items is in accordance with Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items and FAR Part 13, Simplified Acquisition Procedures.

Therefore, all quotes received prior to the RFQ close date, will be considered by the Contracting Office. It is the Government's intent to make a single award to the Lowest Price Technically Acceptable (LPTA) Quoter.

SITE VISITS:

Although detailed requirements for all work to be performed will be provided in this Solicitation, all interested contractors should perform a site visit at the cemetery to ensure they understand the full scope of the work and site conditions.

The site visit will afford the contractor sufficient time to make certain that he can determine the exact extent of work required for each tree. Trees were also evaluated for required maintenance, and the data was recorded to form the basis of this contract. This information is presented as Attachment #1.

Offerors shall inspect all sites where services are to be performed and to understand all general and local conditions that may affect the cost of contract performance (See Provision 52.237-1 Site Visit). In no event shall failure to inspect constitute grounds for a claim or request for equitable adjustment after contract award. Failure to do so will not relieve the successful offeror from performing in accordance with the strict intent and meaning of the specifications without additional cost to the Government.

Failure to conduct a site visit 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.

Site visits will be conducted:

Dates: September 11, 2017 ONLY

Times: Between 9:00 a.m. until 3:30 p.m. (Central) ONLY

Location: Memphis National Cemetery-Administration Building, 3568 Townes Avenue, Memphis, TN 38122

The Point of Contact (POC) for scheduling a site visit is Amanda Rhodes-Wharton at phone number 901-386-8311 ext. 221 or Richard Webb at 901-386-8311 ext. 225 to set up a site visit appointment **prior** to the designated site visit date and time listed above.

All interested offerors shall call the POC and RSVP no later than September 7, 2017 at 2:00 p.m. (Central).

NOTE - Potential Quoters will not be allowed to conduct unscheduled site visits/tours pertaining to this requirement before or after the designated solicitation site visits time frames for the duration of the presolicitation, solicitation, and pre-award phases through contract award.

SCOPE OF WORK

TREE PRUNING AND TREE REMOVAL SERVICES MEMPHIS NATIONAL CEMETERY.

The Contractor shall deliver the following services to:

Department of Veterans Affairs – National Cemetery Administration Memphis National Cemetery 3568 Townes Avenue Memphis, TN 38122

SCOPE OF WORK

The work will include pruning and removal of trees with a primary emphasis to preserve and improve the health of the older growth trees without compromising the safety of public or the cemetery personnel.

Tree removal and pruning services must be performed by a certified Arborist or Tree Specialist certified by the International Society of Arboriculture (ISA).

All work must be done without disturbing or damaging existing gravesites and must be completed in accordance with the following specifications outlined in the American National Standards Institute (ANSI):

- ANSI A300 (Part 1) –2001 (see attached)
- A.23.1.1. American National Standards Institute (ANSI) Publications: ANSI A300: Tree Care Operations-Pruning, Trimming, Repairing, Maintaining, Removing Trees, and Cutting Brush - Safety Requirements.
- <u>Crown Cleaning</u>: The contractor shall perform crown cleaning on all trees designated for crown cleaning. Crown Cleaning shall meet ANSI A300 standards and shall include selective removal of all dead, dying, and diseased branches from each tree requiring this action. Trees requiring this service range from about 10 feet in height to over 90 feet tall. Branch sizes range from less than ¹/₂" in diameter to over 10" in diameter. In many cases branches must be lowered in a controlled manner to avoid damaging existing gravesites.

- <u>Crown Thinning</u>: The contractor shall perform crown thinning on all trees designated for crown thinning . Crown thinning shall be conducted in two steps. The first step shall be the removal of live branches to increase light penetration, air movement, and reduce weight. The second step will be general shaping of the crown to balance the removal branches in step one. Crown thinning shall meet ANSI A300 standards and shall include selective removal of all weak branches, water sprouts (suckers) and live branches from each tree requiring this action. Trees requiring this service range from about 10 feet in height to over 90 feet tall. Branch sizes range from less than ¹/₂" in diameter to over 8" in diameter. In many cases branches must be lowered in a controlled manner to avoid damaging existing gravesites.
- <u>Crown Restoration/Shape</u>: The contractor shall perform crown restoration pruning to improve the structure, form and appearance of trees, which have been severely headed, vandalized or storm damage.
- <u>Crown Raise</u>: The removal of the lower branches of a tree in order to provide clearance and allow sufficient light for turf grass growth.

SEE ATTACHMENT #1 FOR A LIST OF TREE AND SERVICE DETAILS AND TREE LOCATIONS IN CEMETERY.

PRUNING STANDARDS:

Pruning: Existing trees to be pruned are attached (see Attachment #1) The following minimum standards shall be met:

- a. The use of climbing spurs or spiked shoes shall not be permitted except on trees to be totally removed.
- b. All branches greater than three (3) inches diameter shall be lowered by proper ropes to the ground.
- c. Do not cut off the branch collar (not make a *flush* cut),
- d. Use sharp pruning tools so as to not leave jagged, rough, or torn bark around cuts,
- e. "Topping", "Tipping", "Heading", "Stubbing", or "Dehorning" shall not be allowed.
- f. Do not remove more than 30% of the foliage of a single branch,

- g. Under no circumstances remove more than one-third (1/3) of the crown.
- h. Do not use equipment or practices that would damage bark or cambium beyond the scope of the work. This includes the use of wound paint.
- i. Do not leave cut limbs in the crown of a tree upon completion of pruning, at times when the tree would be left unattended, or at the end of the work day.
- j. Contractor is to prune three (3) typical trees in presence of Contracting Office or Cemetery Representative, at which time a level of acceptability will be established for completion of the balance of the trees to be pruned.

All pruning work shall be performed under the supervision of a certified Arborist or experienced tree specialist in accordance with these specifications and ANSI A300.

The Contractor is responsible to ensure that all pruning cuts shall be made just outside the collar or shoulder ring (branch bark ridge/swollen trunk collar) close to parent stem so that healing can readily start under normal conditions.

TREE REMOVAL STANDARDS:

Remove dead wood 13 mm (1/2 inch) or more in diameter, branches interfering with or hindering the healthy growth of the trees, and diseased branches with a clean cut. Cut back or remove branches as necessary to give the trees proper shape and balance. In removing large limbs, make the initial cut on the underside at a safe distance from the trunk or lateral, to prevent ripping of bark.

Ensure branches and trimmings do not endanger traffic or cause damage to property during removal. Section large branches or limbs that cannot be removed in one piece without endangering traffic or property. Lower sections by ropes. Repair any damage resulting from the Contractor's negligence during pruning.

The Contractor is responsible to ensure that when reducing the tree height and spread, he/she shall retain the natural shape of the tree by removing the entire lateral branches back to their point of origin also known as drop crotching or thinning. The Contractor is responsible to ensure that all limbs one inch in diameter or over must be precut to prevent splitting. All branches and/or tree material 3 1/2" in diameter shall be lowered by proper lowering methods such as using ropes.

The Contractor is responsible to ensure that all trees shall be pruned and shaped to retain the trees natural crown characteristics and patterns.

The Contractor is responsible to ensure that all trees shall have the live branches removed to permit penetration of sunlight and circulation of air through the canopy in conjunction to the esthetic appearance, natural crown characteristics and growth patterns, also known as thinning.

The use of climbing spurs or spiked shoes shall not be permitted except on trees to be totally removed.

The Contractor shall under no circumstances remove more than one-third (1/3) of the crown.

The Contractor shall not use equipment or practices that would damage bark or cambium beyond the scope of the work. This includes the use of wound paint.

The Contractor shall not leave cut limbs in the crown of a tree upon completion of pruning, at times when the tree would be left unattended, or at the end of the workday.

The Contractor shall remove dead wood 13 mm (1/2 inch) or more in diameter, branches interfering with or hindering the healthy growth of the trees, and diseased branches with a clean cut. Cut back or remove branches as necessary to give the trees proper shape and balance.

The Contractor is responsible to ensure that when removing living and/or dead crossed or rubbing branches where practicable so the removal will not leave large holes in the aesthetic appearance, natural crown characteristics and growth patterns of the tree.

PRICE/COST SCHEDULE (SEE ATTACHMENT #1)

CONTRACTOR DUTIES AND RESPONSIBILITIES:

A certified arborist or experience tree specialist shall serve as the "<u>site</u> <u>manager</u>" for this contract and shall be provided by the Contractor for no less than eight (8) hours per day whenever work is being performed - other than trash and debris pick-up.

The **site manager** must have not less than five (5) years' experience as a direct supervisor of a commercial tree maintenance operation that included removal, trimming, and stump removal in industrial, commercial or public sites or must possess a degree in Forestry with a minimum of 5 years' experience. <u>The résumé of the site manager shall be provided to the contracting officer with the Quote.</u>

The **site manager** shall ensure that all specifications are being met, contract work does not conflict with ceremonies and funerals, and that employees are adequately supervised and proper conduct is maintained.

Performance Period: The contractor shall complete the work required under this statement of work in 60 calendar days or less from the date of award, unless otherwise directed by the contracting officer. If the contractor proposes an earlier completion date, and the government accepts the contractor's Quote, the contractor's proposed completion date shall prevail. Work shall commence no later than ten (10) after receipt of order.

Work Hours: All work shall be performed during the normal working hours (8:00 a.m. to 4:30 p.m.), Monday through Friday, except with the written permission of the COR or his representative(s). When emergency situations are caused by the Contractor, then he/she shall make arrangements with the COR(s) to work on weekends to correct/eliminate the emergency in order to meet the period of performance. Work at the Cemetery shall not take place on Federal holidays. The Government shall not compensate the Contractor for emergency situations caused by the Contractor.

<u>After Normal Hours On-Call/Emergency Situations</u>: The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR(s). The point-of-contact shall be available on a 24-hour basis during weekends, Federal Holidays and after normal hours of operation.

The Contractor shall provide phone, pager and cell phone numbers for emergency and/or after hour's situations.

The Contractor shall respond to all emergency requests within one (1) hour of the initial emergency call. Repairs shall be made as expeditiously as circumstances allow and/or within (24) hours upon initial emergency call. Emergency requests warrant more rapid than routine response in order to safeguard the situation and secure the parameters to a safe condition. The Contractor shall keep the COR(s) fully informed of the situation and what action will be taken to secure and correct the situation.

The Contractor shall coordinate with the COR(s) daily for the purpose of establishing a work schedule and to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. These daily meetings are also an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which may vary, depending on the event. The site manager can thus assign tasks accordingly throughout the rest of the Cemetery - so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR(s) may then do so.

A list of scheduled ceremonies will be provided the week prior to the event, and a list of scheduled funerals will be provided the day prior to the service.

The Contractor is responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised.

The Contractor shall meet with the COR(s)/Grounds Foreman at the end of each day to determine work completed and ensures that work is on schedule.

The Contractor's performance will be measured based on how timely and adequately he/she accomplishes and completes the weekly work schedules Contractor shall maintain all equipment, tools and machinery while on the project in sufficient quantities and capacity for proper execution of the work. Tools shall meet appropriate OSHA standards. Appropriate licenses for all operators shall be maintained.

RECORD KEEPING AND REPORTING:

The Contractor's site manager or his designee shall provide the COR(s) with weekly written accurate reports identifying the following: All tree pruning actions to include crown cleaning, thinning, shaping/restoration, removal, cabling/bracing, etc.). These lists shall be provided on not less than a weekly basis, and shall identify all work that took place within the previous seven days. The site manager shall also provide upon request a plan of action for the upcoming week, regarding what removal and stump grinding shall occur for specific areas.

REQUIRED DOCUMENTATION: The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start date of this service. The contractor shall provide the Contracting Officer copies of these required documents with his/her Quote.

Contractor must provide references past and/or present on jobs where tree pruning was the primary task. At least three (3) references must be provided. Contractor must provide a number of workers who will perform the actual work (pruning) at the cemetery on a daily basis.

Also contractor shall provide the name, address and telephone numbers for past performance; also include a statement providing a brief description of the tree pruning that was accomplished.

<u>UTILITY LINES COMPLIANCE</u>: Where pruning/stump grinding/tree removal conflicts with existing utility/service lines (above ground/below ground), the corresponding utility company shall be notified by the contractor. The Contractor shall obtain any necessary permits/ blue prints and cooperate with the utilities company/cemetery staff to avoid any damage or liability, and provide a safe work environment for his/her employees.

Site Cleanup and Debris removal.

At the end of each day the Contractor shall remove all debris (including all tree branches and limbs) from the cemetery site resulting from the tree work.

The Contractor shall ensure that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site.

NOTE: The Government will not be providing receptacle(s) for disposal of <u>debris related to this contract</u>. Disposal shall be offsite at a government permitted disposal site. The contractor shall be responsible for all costs associated with transportation and disposal of debris.

Contractor shall restore the site to the original site conditions. All ruts and other damages to the site from contractor equipment and operation shall be repaired at no expense to the government. All vegetation and other materials generated from the work shall be removed from the site daily.

The Contractor is responsible to ensure that all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

Damage to Government property: Contractors shall be responsible for replacement of any cemetery structure, to include: turf, curb, road pavement, headstone or marker, valve boxes, control markers, sprinkler heads, which is chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed COR prior to repair/replacement/installation.

NOTE: Contractor shall obtain guidance from COR or Cemetery Director on the use of heavy equipment that will be used to prune the trees throughout the cemetery.

The Contractor shall be aware that Government property - beyond standard structures and equipment - also includes headstones, monuments, trees, beds,

and turf i.e. - wounded trees or scalped turf - as well as headstones - shall be repaired or replaced.

The Contractor shall be responsible for taking all precautions to prevent damage to the cemetery, in any manner including headstones, markers, monuments, flower bases, irrigation heads and other structures during maintenance operations.

The Contractor shall be charged current replacement cost for headstones/markers, other cemetery structures or property damaged as a result of actions by contractor personnel. Contractor is responsible for damage to any roads, grassed areas, gravesites and other structures in the cemetery.

Contractors shall be responsible for cleaning any cemetery structure that are soiled or stained as a result of contractor's performance. The Contractor shall wash-down with water all soiled or stained structures and grounds at the end of each workday. No chemicals are to be used at any time on Government property. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor for the protection, safety, and warnings to all pedestrians and vehicular traffic within the area.

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, needing any direction, it shall be provided by the COR(s).

The Contractor is responsible for reporting to the COR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR(s) to resolve the issue.

The Contractor shall not operate trucks, tractors, and other heavy equipment on any turf or interment area except when authorized in writing by the COR(s).

The Contractor shall coordinate with the COR(s) daily to establish work schedule and to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. These daily meetings are also an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which may vary, depending on the event.

The site manager can thus assign tasks accordingly throughout the rest of the Cemetery - so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR(s) may then do so. A list of scheduled ceremonies will be provided the week prior to the event, and a list of scheduled funerals will be provided the day prior to the service.

WORK ENVIRONMENT: All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme.

The contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Inclement weather will not be considered an excusable delay in meeting specifications. The Contractor shall work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government.

Due to the sensitive mission of the cemetery, the work often requires contact with, and exposure to, grieving individuals. Contractor personnel must exercise and exhibit absolute decorum, composure and stability at all times.

During Committal Services and at the discretion of the COR, or his designated representative, all work/activity must be stopped, to show respect for our veterans.

CONTRACTOR-FURNISHED ITEMS:

The contractor is responsible for supplying all equipment, personnel, tools, supplies and materials to perform these services. Including portable restroom facilities if these facilities are not available on cemetery grounds.

Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable Federal, State, County, City laws, ordinances and regulations.

Materials and supplies procured for the performance of the contract by the contractor shall be consistent and fully compliant with all applicable Federal, State, County, and City laws, ordinances and regulations.

The contractor is responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract.

The Contractor is responsible for ensuring that all of his/her motor vehicles and equipment meet State's inspection, safety, licensing, registration, and insurance requirements.

In case the Contractor requires water and/or electricity to perform these services, the Contractor shall provide and maintain at his/her expense, the necessary service lines from the Government outlets if available to the site of work in order to accomplish these services.

The "hook-ups" to the work site may require the Contractor to run electrical cords or water hoses.

The contractor shall provide his/her own refuse facilities. The contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR(s). The Government shall not provide receptacles for disposal of debris as a result of the services provided under this contract.

CONTRACTOR CONDUCT: Contractor personnel shall:

Adhere to the following standards of dress, conduct, supervision and training while performing work on Government property. It shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. Contractor shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices.

Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.

Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Matching uniforms for all employees are required.

The Contractor shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices smoke or chew tobacco products, shall only be done at lunchtime and in a designated work area.

Due to the sensitive mission of the cemetery, Contractor employees will come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. <u>Gratuities of any kind are strictly prohibited.</u>

Consume food and beverage only within areas designated by the COR(s). Intoxication, and violence or criminal acts of any kind will not be tolerated - and is cause for immediate removal from Government property. <u>Use or sale</u> of intoxicating beverages and/or drugs is strictly prohibited.

Contractor employees shall only take breaks/rest periods and lunch breaks at areas designated by the COR(s), not in the field.

The Government will provide restroom facilities if available at areas designated by the COR(s). If restroom facilities are not available, the contractor is responsible to secure a portable facility. Misconduct shall form

the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

The Contractor shall be responsible to ensure that his/her employees are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.

Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation.

Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.

Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.

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

Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone.

Clamps may be attached to a skid steer loader (i.e. Bobcat[®]) or similar machine to extract the headstone from the socket. When headstones are

removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground.

The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two wood 4X4's.

Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.

Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.

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

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

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

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

SUBMITTALS

A. Licenses/Certification: Licenses of Arborist and/or Tree Specialist certified by the International Society of Arboriculture (ISA) shall be submitted (one copy), to the Contracting Officer with the quote.

Contractor shall provide all State, Local and federal licenses required to perform work.

Site Manager resume or proof of experience.

APPLICABLE PUBLICATIONS

- A. The publications listed below, form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation only.
- B. American National Standards Institute (ANSI) Publications:

ANSI A300...... Tree Care Operations-Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Brush- Safety Requirements

PRODUCTS (IF APPLICABLE)

LIME

Lime shall be agricultural limestone containing not less than 90 percent calcium and magnesium carbonates. Lime must be ground to such a fineness that not less than 90% must pass No. 8 mesh and not less than 25% must pass No. 100 mesh. Moisture is not to exceed 10%.

SOIL CONDITIONERS

Peat shall be a natural product of spagnum moss peat derived from a freshwater site conforming to Fed. Spec. Q-P-166, except as otherwise specified. Peat shall be shredded and granulated to pass through a 1/2 inch mesh screen and conditioned in storage piles for at least six months after excavation. Sand shall be clean and free of toxic materials.

Perlite shall conform to ASTM C549.

Vermiculite shall be horticultural grade and free of any toxic materials and conform to ASTM C516.

TURF FERTILIZER

Provide fertilizer that is commercial grade and uniform in composition and conforms to applicable state and federal regulations.

For sod material, provide granular forms of slow release fertilizers, bearing the manufacturer guaranteed statement of analysis. Slow release fertilizers shall contain a minimum percentage by weight of 10% nitrogen (of which 5% percent will be organic), 10% available phosphoric acid, and 10% potash.

SOD

Sod shall be nursery grown from approved turf farm source as classified in the TPI Guideline Specifications to Turfgrass Sodding. The composition of the grass species in the sod shall conform to the turf composition at the Memphis National Cemetery. Quality shall conform to ASPA Guideline Specifications for Sodding.

HERBICIDES

All herbicides shall be properly labeled and registered with the U.S. Department of Agriculture. Keep all herbicides in the original labeled containers indicating the analysis and method of use. Herbicides shall be applied by State (TN) certified contractor personnel only.

RESTORATION AND CLEAN-UP

Remove excess and waste material daily. In areas where planting and turf work have been completed, clear the area of all debris, spoil piles, and containers. Where existing or new turf areas have been damaged or scarred during planting and construction operations, restore disturbed area to their original condition. Keep at least one paved pedestrian access route and one paved vehicular access route to each building and burial section clean at all times. Clear all other paved areas when work in adjacent areas is completed.

APPLICATION OF FERTILIZER AND LIME FOR TURF AREAS (IF APPLICABLE)

Apply turf fertilizer at the rate of 4 to 5 pounds per 1,000 square feet. In addition, adjust soil acidity and add soil conditioners as required herein to ensure suitable growth of the sod. Spread lime as needed to adjust the soil conditions.

Incorporate fertilizers and lime into the soil to a depth of at least 100 mm (4 inches) and incorporate these as part of the tillage operation specified. Immediately before any turf work, restore the soil to an even condition.

SODDING (IF APPLICABLE)

Accomplish sodding in accordance with the ASPA Guideline Specifications for Sodding. Lay sod at right angles to slope or the flow of water. On slope areas, start at the bottom of the slope.

After completing the sodding operation, blend the edges of the sodded area smoothly into the surrounding area.

WATERING

Apply water to the turf areas immediately following installation at a rate sufficient to ensure thorough wetting of the soil to a depth of at least 100 mm (4 inches). Supervise watering operation to prevent run-off. Supply all pumps, hoses, pipelines, and sprinkling equipment. Repair all areas damaged by water operations.

PROTECTION OF TURF AREAS

Immediately after installation of the turf areas, protect against traffic or other use by erecting barricades, as required, and placing approved signs at appropriate intervals until final acceptance.

Quoters are hereby advised that any Quoter-imposed terms and conditions which deviate from the Government's material terms and conditions established, may render the Quoters's quote Unacceptable, and thus ineligible for award.

The provision at 52.212-2, Evaluation -- Commercial Items (OCT 2014). The Government will award a contract resulting from this solicitation to the responsible Quoter whose Quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate Quotes based on (LPTA) Lowest Priced Technically Acceptable.

All quotes shall be subject to evaluation by Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of quotes.

The Quote will be evaluated strictly in accordance with its written content. Quotes which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Award will be made to Quoter whose price for items are lowest among all quotes that were deemed to be technically acceptable.

Quoters who fail to meet the technical requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

The following Provisions and Clauses applies to this acquisition: 52.212-1, Instructions to Offerors -- Commercial

Quotes shall include the information listed below:

Technical Capability and Price. The Offeror's Quote shall consist of three (3) volumes.

The Volumes are I –Technical Capabilities (Work Plan) Volume II – Price (**Pricing must be provided on Attachment #1 – Price/Cost Schedule -ONLY)** Volume III - Certifications & Representations^{**}

Quoters shall submit their quote (in .pdf format only) on company letterhead and must include the following additional information ******:

- Item descriptions as specified above
- Unit price/Unit quantity/Overall Total Pricing (COMPLETION OF ATTACHMENT #1 SPREADSHEET ONLY)
- Proposed Start Date
- Company Name, address, telephone number, email address of Quoter
- Company DUNS number
- Confirmation of your company's current status as a Veterans Information Pages (VIP) certified Service Disabled/Veteran Owned Businesses (SDVOSB/VOSB) concern. Certification (must be active/current).
- Proof of current System for Award Management (SAM) registration (completed copy of FAR 52.212-3 - Quoters Representations and Certifications- Commercial Items).

• Applicable resumes, licenses, etc.

Quotes that fail to furnish the required information, or reject the terms and conditions of the RFQ may be excluded from further consideration.

TECHNICAL EVALUATION APPROACH. The evaluation process will consider whether the quote demonstrates a clear understanding of the technical features involved in meeting the requirements and whether the Quoter's methods and approach have adequately and completely considered, defined and satisfied the requirements.

Descriptive literature (and supplemental technical Quotes, if deemed necessary by Quoter to supplement the descriptive literature) will be evaluated to determine whether the quoted items meet all the technical requirements (described above) and are thus considered technically acceptable. Any quoted product that does not meet all the salient characteristics will be deemed technically unacceptable, and thus ineligible for award.

PRICE EVALUATION APPROACH. Proposed pricing shall be provided on a unit price line basis. The Government will evaluate Quotes by adding the total of all line item prices.

Evaluation Process: A Responsibility Determination will be made in accordance with FAR 9.1 Responsible Prospective Quoters. The Government will make use of several data bases to aid in establishing a more complete picture of responsibility and ability the databases include, but are not limited to:

Experian, PPIRS, EPLS, VetBiz (VIP) and SBA.

ALL QUESTIONS SHALL BE DIRECTED TO THE CONTRACTING OFFICER ONLY! Please do not contact the Memphis National Cemetery staff regarding this solicitation.

Questions must be submitted via email at to Ms. Tené Tarver Becknell at tene.becknell@va.gov.

All questions must be received no later than **September 8, 2017 at 12:00PM** (Eastern) to allow a reasonable response time to questions prior to close of this RFQ.

No questions will be accepted after **September 8, 2017** as this solicitation will close on **September 12, 2017 at 11:59 pm (Eastern)**.

Due Date for Final Quote Submission:

Quotes must be submitted via email ONLY and sent to <u>tene.becknell@va.gov</u> in .pdf format by 11:59 p.m. (Eastern) Tuesday, September 12, 2017.

Please contact Ms. Tené Becknell at <u>tene.becknell@va.gov</u> PRIOR to the deadline should you encounter issues with email submissions, contact Ms. Becknell ASAP.

NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ENSURING PROPER SUBMISSION AND RECEIPT OF THEIR QUOTES TO THE DESIGNATED CONTRACTING OFFICER (CO).

CLAUSES:

SBA ACT 8(D)(13)(B); DIGNITY STANDARDS

FAR 52.212-4, Contract Terms and Conditions (JAN 2017) applies to this acquisition. Addendum to The clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JAN 2017) applies to this acquisition.

Under paragraph B, the following clauses are incorporated: 52.203-18, Prohibition On Contracting With Entities That Require Certain Internal Confidentiality Agreements (JAN 2017).

PROVISIONS AND CLAUSES: CLAUSES INCORPORATED BY REFERENCE:

52.252-2 Clauses Incorporated by Reference (FEB 1998)
52.203-3, Gratuities (APR 1984)
52.203-17, Quoter Employee Whistleblower Rights and Requirement to Inform Employees of Whistle Blower Rights (APR 2014)
52.204-4, Printed of Copied Double-Sided on Recycled Paper (MAY 2011) 52.204-18, Commercial and Government Entity Code Maintenance (JUL 2016)

52.211-17 Delivery of Excess Quantities (SEP 1989)

52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

52.246-1 Quoter Inspection Requirements (APR 1984)

52.247-34, F.O.B. Destination (NOV 1991)

52.246-16 Responsibility For Supplies (APR 1984)

852-219-10 Limitations on Subcontracting-Monitoring and Compliance (JUL 2016)

http://www.acquisition.gov/far/index.html http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

SOLICIATION PROVISIONS:

52.212-1, Instructions to Quoters- Commercial Items (JAN 2017)

52.209-5, Certification Regarding Responsibility Matters (OCT 2015)

52.209-5, Representation By Corporations Regarding An Unpaid Tax

Liability Or Felony Conviction Under Any Federal Law (DEVIATION) (MAR 2012)

52.209-7, Information Regarding Responsibility Matters (JUL 2013)

52.216-1 Type Of Contract (APR 1984)

52.233-2, Service of Protest (Sep 2006)

52.237-1 Site Visit (APR 1984)

52.212-2, Evaluation-Commercial Items (OCT 2014)

52.212-3, Quoter Representations and Certifications-Commercial Items (JAN 2017)

ADDITIONAL PROVISIONS AND CLAUSES: SOLICITATION PROVISION INCORPORATED BY REFERENCE:

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

52.204-7, System for Award Management (JUL 2013)

52.204-16, Commercial and Government Entity Code Reporting (JAN 2016)

52.204-17, Ownership Or Control Of Quoter (JUL 2016)

52.211-6, Brand Name or Equal (AUG 1999)

52.223-1, Biobased Product Certification (MAY 2012)

52.225-25, Prohibition on Contracting With Entities Engaging in Certain

Activities Or Transactions Relating to IRAN-Representation and Certifications (OCT 2015) VAAR CLAUSES: The VAAR Clauses that may be applicable to this acquisition are: 852.203-70, Commercial Advertising (JAN 2008) 852.203-71, Display of Department of Veterans Affairs Hotline Poster (DEC 1992) 852.211-73 Brand Name or Equal (JAN 2008) 852.211-75, Product Specifications (JAN 2008) 852.219-10, VA Notice of Total Service Disabled Veteran-Owned Small Business Set-Aside (DEC 2009) 852.228-70, Bond Premium Adjustment (JAN 2008) 853.232-72 Electronic Submission Of Payment Request (NOV 2012) 852.233-71 Alternate protest procedure (JAN 1998) 852.246-71, Inspection (JAN 2008) 852.270-1, Representatives of Contracting Officers (JAN 2008)

Information concerning clauses and provision incorporated by reference may be obtained in Full text at <u>https://www.acquisition.gov</u>.

DISCLAIMER AND IMPORTANT NOTES:

The government is in no way obligated to conduct business with or enter into a contract award with any company or its affiliates or otherwise, that pay for the information provided in this synopsis.