

## Gardening Services and Pool Maintenance scope of work contract-new DATT HOUSE:

### 1. PERFORMANCE WORK STATEMENT

The purpose of this contract is to obtain gardening services for real property owned or managed by the U.S. Government at [Name of post(s)]. The Contractor shall perform gardening services in all designated spaces.

#### 1.2. GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor's work by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in 1.13. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

#### 1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

1.3.2. SCHEDULES. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 1000 AM and 400 PM Sunday through Thursday. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.3. QUALITY CONTROL. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

1.3.4 TECHNICAL GUIDANCE. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

1.3.5. GROUNDS MAINTENANCE PLAN. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

#### 1.4 LAWN CARE

1.4.1. GRASS CUTTING. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

1.4.2. EDGING. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

1.4.3. TRIMMING. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

1.4.4. WEEDING. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.

1.4.5. TURF REPAIR AND RE-ESTABLISHMENT. The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas.

1.4.6. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the contractor's Grounds Maintenance Plan.

#### 1.5 PRUNING

1.5.1 The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

1.5.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

1.5.3. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

1.5.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

1.6. LEAF REMOVAL. The Contractor shall, on a monthly basis, remove leaves and pine needles from the properties listed in Exhibit A and on a weekly basis during the period August through November.

1.7. RECYCLED MATERIALS. The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

1.8. REMOVAL OF DEBRIS. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

#### 1.9. WATERING

1.9.1. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the COR's permission to suspend watering to avoid too much water in the soil.

1.9.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

1.9.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

1.9.4. The Government shall furnish the supply of water.

#### 1.10. FERTILIZER

1.10.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

1.10.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

1.10.3. The Contractor shall fertilize the lawn areas a minimum of two times per year.

1.10.4. The Contractor shall apply weed killer once a year. If weed killer is not required, the Contractor shall request a waiver in writing from the COR.

1.10.5. The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

1.11 PEST AND DISEASE CONTROL. The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

1.12. HAZARDOUS AND TOXIC SUBSTANCES. It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

### 1.13. LOCATION FOR GARDENING SERVICES

All standard services are to be delivered on regular Post working days.

[With the assistance of the prospective COR, and other interested officers, provide specific details regarding locations and addresses, in which gardening services shall be performed (See example below).]

Location	Address
DATT Residence	

### 2. WORKING HOURS

All work shall be performed during Sunday through Thursday from 1000am to 4pm except for the holidays identified in the Addendum in Section 2. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.

### 3.0 DELIVERABLES

The following items shall be delivered under this contract:

DESCRIPTION	QUANTITY	DELIVERY DATE	DELIVER TO:
Grounds Maintenance Plan	1	[Identify # of days]	Procurement
List of Personnel	1	10 days after award	Procurement
Payment Request	1	monthly	Finance

### 4. PERSONNEL REQUIREMENTS

4.1 GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

#### 4.2 STANDARD OF CONDUCT

4.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

4.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

4.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

- Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

4.2.6 KEY CONTROL. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

#### 4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

#### 4.4. PERSONNEL SECURITY

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take [ Fill in number of days] days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number
- [Add any other info needed here]

4.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

#### 5. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, pruning sheers, fertilizers to perform the work identified in Attachment A.

## 6. INSURANCE

6.1 INSURANCE. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the required insurance.

6.2 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

6.3 The Contractor shall obtain any types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

6.4 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person,
- arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

6.5 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

6.6 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

6.7 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

## 7. LAWS AND REGULATIONS

7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

7.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.