

PERFORMANCE WORK STATEMENT

1. GENERAL INFORMATION:

1.1. This is a performance-based contract for cemetery grounds maintenance services at Leavenworth National Cemetery and Fort Leavenworth National Cemetery, both in Leavenworth, Kansas, and Fort Scott National Cemetery located in Fort Scott, KS, hereafter referred to collectively as “Cemetery.” The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities of mowing and trimming of improved areas; trimming around headstones, edging around flat markers; curb/sidewalk edging; Leavenworth and Fort Leavenworth; and providing and applying fertilizer and pesticides; and associated services described herein required to maintain a healthy and aesthetic appearance all three locations. Leavenworth National Cemetery is located at 150 Muncie Road, Leavenworth, KS 66048. Fort Leavenworth National Cemetery is located within the Fort Leavenworth Army installation, 395 Biddle Boulevard, Fort Leavenworth, Kansas 66027 and Fort Scott National Cemetery is located at 900 East National Avenue, Fort Scott, KS 66701.

1.2. The Government reserves the right to add line items related to upkeep of the cemetery grounds. Services such as, but not limited to mow, trim, edging, fertilization, pesticide application, sod, pest control, storm damage, tree pruning & removal, leaf collection, and snow removal. The Government will do so via a modification to the contract and statement of work after obtaining fair and reasonable pricing from the contractor.

1.3. This Statement of Work describes the basic objectives of the Leavenworth and Fort Leavenworth Grounds Maintenance Program as well as Fort Scott (where applicable). The Performance Based Service Contract provides potential Offerors the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the Government with an opportunity to assess the Offeror’s understanding of all aspects of the effort to be performed by eliminating the “how to” instructions to accomplish the required effort normally contained on the Statement of Work that the Government traditionally provides to prospective Offerors. Minimum acceptable levels of performance to meet the minimum requirements are outlined in the “Services Delivery Summary” contained in section 5.

1.4 THE NATIONAL CEMETERY ADMINISTRATION MISSION:

The National Cemetery Administration honors veterans with a final resting place and lasting memorial that commemorate their service to our Nation. National Cemeteries are National Shrines. Therefore, the standards for management, maintenance, appearance and operational procedures performed by the Contractor have been established by the National Cemetery Administration to reflect this Nations’ concern and respect for those interred there. For this reason, the Contractor’s strict adherence to the Performance Work Statement and Specifications shall be required and shall be essential.

1.5. BACKGROUND:

a. In 1999 Congress passed legislation requiring VA to ensure that National Cemeteries serve as a dignified and respectful setting. Each Cemetery is to be an expression of appreciation and respect of a grateful Nation for the service and sacrifice of her veterans.

b. Further, each National Cemetery is to be maintained as a National Shrine. A National Shrine is defined as a place of honor and memory that declares to the visitor/family who views it as a majestic setting, offering a sense of serenity, historic sacrifice and nobility of purpose. The National Cemetery is a beautiful and awe-inspiring tribute to those who gave much to preserve our Nation's freedom and way of life.

2. DESCRIPTION OF CONTRACT OBJECTIVES

2.1. The Contractor shall furnish all labor, supervision, professional expertise, vehicles, tools, equipment, materials, and services necessary to ensure that grounds maintenance is performed in a manner that shall meet or exceed the requirements to maintain healthy turf grass and that presents a clean, neat, professional and aesthetic grounds appearance throughout the Cemetery. The Contractor's performance will be based on the Contracting Officer's (CO) and Contracting Officer's Representative (COR) evaluation and of the results required by the Service Delivery Summary (SDS) and not the method of performance. It is the Contractor's responsibility to determine the methods to attain the level of service at the best value. The evaluation of results will be based on COR performance assessment, tenant satisfaction, and customer complaints. Final results of the evaluations will be the determining factor for the success or failure of this contract. The Contractor shall comply with applicable federal, regional, state, local laws, and commercial standards. Pesticide Applicator License is required prior to spraying pesticides (herbicide and insecticide).

2.2. Services include, but are not limited to, picking up debris prior to mowing and trimming (man or nature made), mowing, trimming (features and headstones), edging (features and flat markers), providing and installing sod, providing and applying fertilizer and pesticides, removal of trash generated by the Contractor, as well as sweeping or blowing off grass from sidewalks, roads and headstones. Scheduling of services shall be coordinated with the COR to avoid disruption of ongoing Cemetery operations. All work shall be done during normal Federal workdays during Cemetery workday hours. The exception is Memorial Day, which may be a workday for Federal employees, but not for the Contractor. No work shall be allowed during special weekend activities without prior approval from the Cemetery Director or COR."

2.3. The Contractor shall be responsible for full management of the facility's grounds maintenance services described herein. The Government's objectives are described in the NCA's "Operational Standards and Measures" (given upon request of the Contracting Officer), the Statement of Work (SOW), and other requirements identified herein, as they are applicable to the services required in the Pricing Schedule. The Contractor shall develop a "Performance Work Plan" that contains solutions to accomplish the Government's objectives. The Contractor may use whatever method it chooses to meet the objectives, as long as the end result satisfies the minimum acceptable levels of performance as defined in Services Delivery Summary (SDS). The COR shall give direction as to where the mow/trim shall begin and end. Schedule shall be followed in accordance with the weekly schedule that is given by the COR.

2.4. CONTRACT OBJECTIVES:

2.4.1. To use an innovative and creative technical approach to manage the Cemetery grounds maintenance operation at the Fort Leavenworth National Cemetery and Leavenworth National Cemetery in order to maintain the high standards of appearance as a National Shrine, in accordance with best commercial practices and the requirements identified in this solicitation.

2.4.2. To have the Contractor propose a Performance Work Plan focusing on criteria, such as, healthy grass and a clean, neat and professional appearance overall. The plan will include a Performance Work Schedule, list of materials and equipment the Contractor plans to use, labor

and a quality control plan to monitor the Contractor's performance in meeting the Cemetery goals. The plan will include how the Contractor plans to communicate with the Contracting Officers Representative (COR) about scheduling the work. The Delivery of Services Section is included herein as an example of the minimum requirements the Contractor is expected to meet. The Offeror's Performance Work Plan submitted with its proposal must address how it will meet or exceed the requirements in the Services Delivery Summary, Section 4.

2.4.3. The minimum life of the contract is planned for one base period with up to four (4) one- year options individually exercised at the VA's discretion and dependent on the availability of funds.

3. GUIDANCE SPECIFICATIONS:

3.1. Mowing Turfgrass (Leavenworth and Fort Leavenworth National Cemeteries). The Contractor shall mow all turfgrass to present a well-manicured, neat, professional appearance at all times, in the same manner as a high quality residential lawn under contract from a professional lawn maintenance service. A complete mow/trim cycle is usually required each week during the growing season. Mowed areas shall be uniform in appearance, free of skips, gaps, scalping, rutting, bruising, and uneven and rough cutting.

3.1.1 Mowing height shall be as specified by the COR, generally 4 inches.

3.1.2 Mowing frequency shall be often enough that:

- 1) Excessive clippings are not generated, and
- 2) No more than one third of the grass height is removed per mowing.

If mowing is delayed by weather or some other reason and grass height becomes excessive, then mowing height shall be increased so no more than one third of the grass height is removed, and it shall then be mowed twice per week at a slightly lower height each time till the COR-specified target height is again achieved.

3.1.3 Clippings shall normally be left on the turf if they are well dispersed and don't inhibit grass growth or detract from the appearance of the cemetery, but excessive quantities or accumulations of clippings shall be dispersed or removed. Windrows or clumps shall not remain after mowing, but shall be promptly dispersed or removed. Any grass clippings on headstones, flat markers, monuments, mulch beds, or impervious surfaces such as walks and roads shall be blown or swept onto adjacent turf, or collected and disposed of, before workers leave the section being mowed. Any clippings or edgings deposited on sidewalks or at public visitor areas including the Committal Shelter areas will be removed (by sweeping or mechanical blower) at same time mowing work is occurring.

3.1.4 Contractor is responsible for collection and disposal of all unsightly flowers, debris and trash before and after each mowing and trimming event within the Cemetery. Debris and Trash is considered to be any item, material, or foreign object not permanently attached to or planted within the Cemetery grounds and boundaries. Items include, but are not limited to, fallen twigs and branches that are under ten (10) inches (25.40 cm) in diameter, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic items, loose rock and stone over three (3) inches (7.62 cm) in diameter that are not the apparent result of an interment.

3.1.5 Mowers shall be commercial grade and designed to produce a professional, high

quality cut, and they shall be properly maintained and adjusted. They shall have rear discharge or mulching decks (no side discharge) to help keep headstones clean.

- 3.1.6 Mulching blades shall be used, and shall be kept sharp so grass is cut cleanly, not torn or shredded. Push mowers shall be used in selected locations designated by the COR where slopes are steep and there are numerous monuments or other obstacles.
- 3.1.7 Mowing direction shall be changed or reversed from one mowing cycle to the next, wherever doing so is practical. Mowers shall not be operated within six inches of markers, monuments, tree trunks, or other vertical surfaces.
- 3.1.8 Mowing patterns in open areas shall be deliberate, precise, and attractive to enhance the cemetery's appearance. The COR will provide guidance to the Contractor about mowing paths necessary to achieve desired patterns.
- 3.1.9 Mower ground speed (and turning) shall be slow enough to provide a complete, clean cut, without turf damage. At turning areas, such as at ends of grave rows and around trees and other objects, mower operators shall reduce ground speed and exercise care to prevent tearing or otherwise damaging turfgrass, or creating turn or ring patterns in turf from the mower tires. This is especially critical when soils are wet.
- 3.1.10 Floral and commemorative items on grave sites shall be removed prior to mowing and trimming, and then replaced afterward in their same locations by the Contractor.
- 3.1.11 Cleaning of mowing equipment shall NOT be done on Cemetery property, and only clean equipment shall be brought to the Cemetery to reduce the risk of introducing contaminant weed seeds in the cemetery turf.
- 3.1.12 Newly seeded/sodded gravesites are common in many sections. Push mowers shall be used on these and other newly seeded or sodded places until the turfgrass is well enough established that it will not be damaged by riding mowers per the COR's guidance.
- 3.1.13 Unsuitable mowing conditions are likely at times due to heavy rain, lightning, or other extreme conditions. The COR, Cemetery Foreman, or Cemetery Director has authority to stop work if conditions are such that work that day will do more damage than good to the Cemetery grounds or is dangerous to workers.
- 3.1.14 The Contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, and irrigation equipment while performing mowing and trimming services.
- 3.1.15 Contractor is responsible for removal and replacement of all lawn, shrubs and trees due to damage by the Contractor. Contractor shall provide replacement plants and shall be of the same type and size. The Cemetery is responsible for plants damaged by the Cemetery or third parties, storms, flood or frost damage and trees beyond their normal life span.
- 3.1.16 The Government shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft, etc. while on site.

3.2 Mowing Native Grass Area (Leavenworth National Cemetery). The Contractor shall mow the native grass area near the columbarium once per year in the fall after the grasses have gone dormant. Height of cut shall be 4-6 inches, and area shall be left even and uniform in appearance, free of skips, scalping, and ruts.

3.3 Fence-line Vegetation Management (Leavenworth National Cemetery). Fence-lines in unimproved areas shall be maintained free of vines, tall grass, and other vegetation using trimmers, pruners, or other tools. Clippings and other vegetative debris shall be removed or mulched up and dispersed with a lawn mower to prevent an unsightly appearance.

3.4 Trimming (Leavenworth and Fort Leavenworth). The Contractor shall trim grass and vegetation that mowers miss, such as around vertical surfaces and other structures. Streaks or irregularities, uneven cutting, plowing, or gouging of the soil is unacceptable. Objects and areas to be trimmed around include headstones, section markers, monuments, trees, planting beds, shrubs, buildings, curbs/curbing, fences, walls, poles, signs, fire hydrants, parking lot bumper blocks, boulders, utility/valve boxes and covers. Grass around flat markers will at times also be trimmed rather than edged at the direction of the COR as described below.

3.41 Trimming height shall be the same as mowing height, and no shorter. There shall be no scalping.

3.42 Trimming frequency is the same as mowing, and trimming shall be considered a part of mowing, but mowing shall be done first so trimming height can be matched to the mowed height.

3.43 Clippings shall be dispersed, removed, or mulched with mowers if visually objectionable after trimming, and before proceeding with work in other sections.

3.44 Caution shall be exercised to avoid any damage to headstones, markers, monuments, building walls, trees, other desirable plant materials, or any other assets.

3.45 Equipment - commercial grade string trimmers shall be used.

3.46 String Litter - Trimmer string pieces (longer than short pieces of perhaps an inch or two long that break off with regular wear) shall not remain on the grounds. COR reserves the right to have contractor police the site or sites where 3 or more strings are found.

3.5 Edging (Leavenworth and Fort Leavenworth).

3.5.1 Feature Edging - The Contractor shall blade edge all streets, curbs, walkways, tree wells, permanent building/structure lines, and planting beds. Edging shall provide a clear zone ½" to 1" wide by 2" to 3" deep with all vegetation removed from joints and cracks. Damage to asphalt/concrete shall be avoided. Edging events shall be completed as ordered by the COR. The first edging cycle shall be completed approximately at the start of the mowing season, the second cycle one week prior to Memorial Day, the third during the month of July, and a fourth edging during the month of September. Additional edging events may be scheduled by the COR.

3.5.2 Flat Marker Blade Edging. The Contractor shall edge around flat grave markers to remove grass/vegetation that is growing around or over the markers. This shall be

done with each mowing cycle (except when the COR directs trimmers be used instead, see below). The depth of the vertical cut at the edge of the flat markers shall be 1" to 2" deep and the width of the cut shall not exceed ½". There shall be a clean and neat vertical edge left around each flat marker. Metal blades shall NOT be used to edge around flat markers. The Contractor shall exercise caution not to chip flat markers with blades. Most flat markers are grouped together in the same burial sections, but a few (which also require edging) are by trees in sections with upright headstones.

- 3.5.3 Flat Marker Edging with String Trimmers. When directed by the COR string trimmers shall be used to remove encroaching vegetation around flat markers instead of edger's. When this is done the trimmers will be operated with a vertical cut to remove grass from the channel left previously by the edger. Care shall be taken to maintain a vertical cut and not angle or bowl the channel out.

3.7. Sod Requirements (Leavenworth and Fort Leavenworth). The Contractor shall supply and install high quality, healthy turfgrass sod at Leavenworth and Fort Leavenworth National Cemeteries.

- 3.7.1 Sod shall be comprised of three or more turf-type tall fescue commercial cultivars, but may include less than 15% Kentucky bluegrass. Sod to be cut 30" wide x 120' long or larger to minimize the number of seams. Sod shall be healthy, high quality and free of any contaminant plants. Failure to comply with requested sod composition shall be basis for rejection of delivery.
- 3.7.2 Sod Ordering: The Cemetery COR will contact the awarded contractor by phone at various times throughout each contract period to place orders for delivery of sod to the Cemetery. The contractor will be required to deliver sod to the cemetery within three (3) business days after placement of an order. The contractor shall unload all delivered sod materials in appropriate locations determined by the COR.
- 3.7.3 Sod Installation: Sod will be completely installed by the contractor not later than close of business (COB) two (2) work-days after delivery. Sod delivered by the contractor on a Friday must be delivered in sufficient time to be installed by close of business on that day. The Government will have partially prepared sites for installation of new sod, however the Contractor will be responsible for ensuring that the ground is at the proper grade and raked free of all debris that would impair proper installation and thus impede growth of new sod. The contractor shall be responsible for applying starter fertilizer to the soil before sod installation. Before fertilizer is applied, the COR must approve the amount and type to be used. Any floral arrangements and/or grave decorations moved during installation of sod shall be replaced on the appropriate gravesite before the contractor leaves the gravesite area. COR must inspect and approve the sod before installation. Installation will not be considered complete in its entirety, until sod has been rolled and irrigating sequence has been initiated and the newly installed sod has been inspected and accepted by the COR. Although the Government does not stipulate how the sod will be installed, the contractor will install in a manner that minimizes the number of seams in a given area.
- 3.7.4 Special Considerations: It is anticipated that a substantial number of grave sites will be filled during winter periods when sod is not available. These grave sites will be the first to receive installed sod grass at the beginning of the growing

season.

3.8 Fertilizing Turfgrass (Leavenworth and Ft. Leavenworth National Cemeteries and Fort Scott). Fertilizer shall be applied to all turfgrass areas at a rate of one pound of nitrogen per 1,000 square feet three times each year:

- Late May/early June,
- Early September, and
- Late October (or about the time of the final mowing for the season).

3.8.1 Fertilizer shall be applied with a properly adjusted and calibrated spreader. Overlap of spread pattern from adjacent passes shall be adequate to ensure uniform application. Streaks appearing in turf any time during the year as a result of non-uniform application are not acceptable. Fertilizer deposited on impervious surfaces (walks/pavement) shall be removed or blown onto the turf immediately following application. If weather conditions warrant, such as severe drought or extended wet conditions, applications can be delayed until conditions are suitable, with concurrence of the COR, but may not be made to frozen soil. The first seasonal application is near Memorial Day so will need to be coordinated carefully with the COR to not interfere with Memorial Day preparations or events. Application could possibly be made prior to the week before Memorial Day, or soon after Memorial Day. Options for applying the May/early June fertilizer with pre-emergence herbicide or grub insecticide are mentioned below in those respective sections.

3.8.2 The fertilizer shall have the following properties:

- The nitrogen (N) content shall be at least 18%.
- 50% or more of the nitrogen in the fertilizer shall be in a slow or controlled-release form (e.g., sulfur coated, polymer coated, urea-form, isobutylidene diurea, etc.).
- Phosphate (P) percentage shall be at least one fourth of the nitrogen percentage (examples below).
- Potash (K) content percentage shall be one third or more of the N percentage (e.g., 16-4-8, 21-6-7, 20-5-10, 30-8-12 would all be acceptable).
- It shall contain no iron (to prevent headstone staining).

3.8.3 Variations of this regime may be approved by the COR, in consultation with the District Agronomist, if needed, based on soil test results or extreme weather conditions.

3.9 Herbicide, Pre-emergence. (Leavenworth and Ft. Leavenworth National Cemeteries and Fort Scott). Pre-emergence herbicide shall be uniformly applied to turfgrass areas twice per year for annual grassy weed control. Applications shall be in late March or early April when soil temperature approaches that necessary for crabgrass germination, and again approximately seven weeks later. Either dithiopyr (e.g., Dimension) or prodiamine (e.g., Barricade) shall be used at the maximum label rate allowed for the site.

3.9.1 If approved by the COR, and the product is properly formulated, the spring fertilizer application may be combined with the pre-emergence herbicide applications if no more than one half of the spring fertilizer is applied at the early (March/April) time, and then the remainder applied at the later time.

3.10 Herbicide for Broadleaf Weeds. (Leavenworth and Ft. Leavenworth National Cemeteries and Fort Scott). Broadleaf weeds shall be controlled by spraying turfgrass areas with the

proper type and rate of herbicides that will control the weeds present (typically clover, dandelion, plantain, oxalis, chickweed, henbit, etc.). The spray mixture or herbicide product used shall contain three or more ingredients effective in controlling broadleaf weeds. The COR may require evidence at the time of application that an adequate rate is being mixed/applied, such as seeing the amount of product (emptied containers) used for treatment.

3.10.1 Spraying of all turfgrass areas shall be done twice each year: in early-mid May to clean up weeds prior to Memorial Day, and in October to have maximum effect on perennial weeds and reduce winter-annual weed establishment. Weather and field conditions at the time of application must be favorable for herbicide efficacy, as well as for minimal risk of damage such as herbicide injury to off-target plants, or of equipment making ruts. Preparation of the spray mixture may be done on site and water is available at the cemetery for mixing. Any re-treatment needed as a result of the Contractor's failure to follow manufacturer's instructions shall be done at the Contractor's expense.

3.11 Herbicide for Yellow Nutsedge Control (Leavenworth and Ft. Leavenworth National Cemeteries and Fort Scott). Yellow nutsedge and other susceptible weeds in turfgrass shall be controlled by spraying a mix of the following herbicide active ingredients in mid-June:

sulfentrazone at least 0.187 lbs per acre
quinclorac at least 0.562 lbs per acre

For example, the commercial product "Solitaire WG" could be applied at 1.0 lb of product per acre to achieve the specified rates.

3.12 INSECTICIDE TREATMENT FOR GRUBS (Leavenworth and Ft. Leavenworth National Cemeteries and Fort Scott). A preventative grub insecticide shall be uniformly applied to turfgrass areas between mid-June and mid-July, except chlorantraniliprole would be earlier. The maximum commercial label rate for the site of one the following insecticides shall be used:

- clothianidin (e.g., Arena)
- imidacloprid (e.g., Merit)
- thiamethoxam (e.g., Meridian)
- chlorantraniliprole (e.g., Acelepryn), if applied in May or June. (If a proper formulation is available this could potentially be applied with the first seasonal fertilizer.)

3.12.1 If a granular product is used, any deposited on impervious surfaces (walks/pavement) shall be removed or blown onto the turf immediately following application.

3.13 Damaged Tree Repair or Removal. Trees that are damaged (by weather events, pests, etc., and even general decline) shall be properly repaired by pruning or other means as needed, or by complete removal if necessary and as determined by the COR. Work includes complete cleanup of broken or fallen branches and other material. If removal is required it shall include grinding out the stump to a depth of six inches and removing the grindings. Pruning or other repair of a tree that isn't to be removed shall be done by an ISA or TCIA certified arborist and according to ANSI A300 Standards. Base bid price for contract purposes shall be for one complete removal of a 24 inch diameter tree from an easily accessible open area of the cemetery. Because each job will be different, when a tree needs to be repaired or removed the COR will determine the percentage of the base bid price from the magnitude of

work needed, e.g., simple removal of a broken limb or two may be 10-25% of the base bid price, removal of a 30 inch tree from a difficult site may be 200% of the base bid price.

4. QUALITY AND REPORTING

4.1. Quality Control. The Contractor shall develop, submit for Contracting Officer and COR acceptance, and maintain a Quality Control program to ensure grounds maintenance services are performed in accordance with the requirements of this contract.

4.1.1. The Contractor shall submit a Quality Control Plan (QCP) for Contracting Officer and COR acceptance within fourteen (14) calendar days after contract award. Any changes thereafter must also be provided to Contracting Officer and COR for acceptance.

4.1.2. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the Contractor shall develop Quality Control procedures addressing the areas identified in Paragraph 3, *Description of Services*. The Contractor shall provide at least one (1) full time person dedicated to Quality Control.

4.1.3. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:

4.1.3.1. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis; how often inspections will be accomplished and documented; and the title of the individual(s) who will perform the inspections.

4.1.3.2. On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.

4.1.3.3. Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.

4.1.3.4. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

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

4.1.3.6. A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services.

4.1.3.7. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

4.2. Quality Assurance. The COR will evaluate the Contractor's performance through on-site inspections, evaluation of the Contractor's quality control program and receipt of complaints from Cemetery personnel in accordance with the attached Quality Assurance Surveillance Plan (QASP), Attachment 7.

4.2.1. The COR may inspect each task as completed or increase the number of Quality Assurance inspections if called for by repeated failures discovered during inspections or repeated customer complaints. Likewise, the COR may decrease the number of Quality Assurance inspections if performance dictates.

4.2.2. The COR will also receive and investigate complaints from various customers visiting the Cemetery. The Contractor shall be responsible for initialing validated visitor complaints. The COR will make final determination of the validity of visitor complaint(s).

4.3. Supervision.

4.3.1. Contractor Superintendent: The Contractor shall provide a competent and experienced supervisor who speaks and writes fluent English on site for at least four (4) hours a day whenever work is being performed, other than trash and debris pick-up.

4.3.2. The Contractor Superintendent must have experience as a direct supervisor of grounds maintenance operations that included mowing, trimming, edging, and cleanup in industrial, commercial or public sites.

4.3.3. The Contractor Superintendent shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.

4.3.4. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interests of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action shall be referred to the Contracting Officer (CO) for final resolution; however, the Contractor will first immediately comply with COR direction pending any CO final resolution at a later time or date. The Contractor shall not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the CO.

4.3.5. In the absence of the Superintendent, the Contractor shall appoint an English-speaking crew foreman or an employee who shall be responsible to insure that the work is being accomplished in an expeditious manner, is performed in accordance with the contract specifications and that the work will progress without undue delay.

4.4. Inspection and Cleaning of Cemetery Facilities.

4.4.1. The Contractor shall perform a weekly inspection. During this inspection the appearance of the Cemetery shall be observed, and any deficiencies noted within the scope of the contract shall be corrected as soon as practicable. Items that need correcting outside the scope of the contract shall be reported to the COR or his/her representative.

4.4.2. The Contractor shall be required to submit inspection reports and work accomplished to the COR weekly. The inspection forms will be provided to the Contractor. (See "Work Summary and Progress Report", Attachment 3)

4.5. Reporting and Record Keeping.

4.5.1. The Contractor Superintendent shall report on a daily basis to the COR at the Maintenance Building of the Cemetery and log in on days when work is being performed. This DAILY check-in is mandatory and shall be at a time agreed upon by the COR and the Contractor Superintendent. The purpose of the DAILY meeting is to coordinate and establish the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony, and to submit the required written reports to the COR. These Daily meetings are for the Contractor Superintendent to ask questions and ensure he/she understands the off-limit areas, which may vary depending on the event. The Contractor Superintendent 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 Superintendent fails to re-direct employees away from an event in a timely fashion, the COR may then assist in doing so.

4.5.2. The Contractor Superintendent shall provide WEEKLY and DAILY work schedules to the COR. The Contractor is required to schedule all required services and is further required to comply with his schedule except for delays beyond his control. Such delays shall be coordinated through the COR. The work schedule shall include deficient work identified by Contractor's quality control inspections and not yet corrected.

4.5.3. The Contractor shall submit the WEEKLY schedule every Friday by 3:00 P.M. indicating the work to be performed during the following week and the DAILY schedule shall be submitted on a daily basis by 8:00 A.M. indicating work being performed on that day.

4.5.4. The Contractor Superintendent shall provide WEEKLY an accurate written report identifying all work that took place within the previous seven (7) calendar days. The Contractor shall document services performed, indicate the location where work was to be performed, and provide information to the COR as required.

4.5.5. A list of scheduled ceremonies will be provided to the Contractor Superintendent the week prior to the scheduled events, and a list of scheduled funerals will be provided daily. The Contractor Superintendent shall be solely 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 be solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR.

4.5.6. The Contractor's performance and progress on this contract shall be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes the weekly work scheduled and as needed to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work is behind schedule, he will notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.

4.5.7. SUBMITTALS - The Contractor shall submit the following documents or information in accordance with the table below.

Table 4.5.8. Submittal Schedule

Submittal	Frequency	Submittal Schedule
Work Plan/Staffing Plan	As Revised	With Proposal

Quality Control Plan	As Revised	Within 14 calendar days after award
Fire Safety Plan	As Revised	Within 14 calendar days after award
Emergency Contacts	As Revised	Within 14 calendar days after award
Licenses, Permits, Insurance on Vehicles, Liability, Workman's Compensation Insurance, etc.	As Revised	Per Contracting Officer direction
Pesticide Information Sheet and Safety Data Sheets	With each new product	Upon chemical delivery
Fertilizer Information Sheet and Safety Data Sheets	With each new product	Upon chemical delivery
Proposed Weekly Work Schedule	Weekly	Preceding Friday by 3:00 p.m.
Daily Work Schedule	Daily	By 8:00 a.m.
Weekly Report and Rework List	Weekly	Following Monday or next business day

4.6. Performance Evaluation Meeting.

4.6.1. The issuance of a Contract Discrepancy Report (CDR) found at Attachment 4 may be cause for the scheduling of a meeting among the Contractor, CO, and the COR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, CO, and the COR will sign minutes of the meeting(s).

4.6.2. Should the Contractor not concur with the minutes, they shall so state their objections in writing to the Contracting Officer, within ten (10) calendar days, and also 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 to revise or uphold the comments as written. The Contracting Officer will notify the Contractor of the decision in writing within ten (10) calendar days of submission of any objections.

4.7. Actions.

4.7.1. Normally, the COR 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 COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.

4.7.2. 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 COR will forward a written notice to the responsible organizational element requesting corrective action be taken.

4.7.3. When the Contractor is not meeting the acceptable 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 work performance is less than satisfactory.

4.7.4. When a CDR is issued for a service, the CO and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212- 4, "Inspection and Acceptance".

4.7.5. If the Contractor does not achieve satisfactory performance by the end of the next

period or agreed suspense date, further actions may be considered, to include a determination on whether continued performance by the Contractor is feasible.

4.8 Performance

4.8.1 The purpose of this section 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.

4.8.2 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, and semi-annually).

4.8.3 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 COR 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, payment may be reduced for unsatisfactory performance by the percentage as shown in the chart below:

5 SERVICE DELIVERY SUMMARY (SDS)

The contract service requirements are summarized in performance objectives that relate directly to requirements. The performance threshold briefly describes the minimally acceptable levels of service required for each requirement. The SDS and the Contractor's Quality Control Plan provide information on contract requirements, the expected level of Contractor performance and the expected method of government validation and confirmation of services provided. These thresholds are critical to mission success. During the initial 30 days of the contract, two additional errors on each performance objective shall be allowed in an effort to identify normal "phase-in" problems.

SERVICES DELIVERY SUMMARY (SDS) GROUNDS MAINTENANCE FOR FORT LEAVENWORTH AND LEAVENWORTH NATIONAL CEMETERIES AND FORT SCOTT NATIONAL CEMETERY							
Performance Standard	PWS REF	Minimum Acceptable Level (MAL)	Desired Level (DL)	Method of Assessment	Remedy	Disincentive	Incentive
1) Mowing of Turfgrass	Para 3.1	95% of the turfgrass area is maintained to the following requirements: Turf is maintained within one inch (1") of the recommended mowing height.	100% of the turfgrass area is maintained to the following requirements: Turf is maintained within one-half inch (½") of the recommended mowing height.	Periodic surveillance and verified customer complaints	Re-performance within 1 work day of notification. Document performance in CPARS.	20% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
2) Trimming of Headstones, Trimming/Edging of Flat Markers, and other vertical surfaces within gravesite sections.	Para 3.4 & 3.5	98% of all un-mowed grass around upright headstones, flat markers, monuments, section markers, and other vertical surfaces within the gravesite sections are trimmed to match the exact height of adjacent mowed turfgrass. Flat Markers are vertically edged correctly.	100% of all un-mowed grass around upright headstones, flat markers, monuments, section markers, and other vertical surfaces within the gravesite sections are trimmed to match the exact height of adjacent mowed turfgrass. Flat Markers are vertically edged correctly.	Periodic surveillance and verified customer complaints	Re-performance within 1 work day of notification. Document performance in CPARS.	20% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
3) Trimming of all other areas inaccessible to lawn mowers	Para 3.3 & 3.6	98% of all un-mowed turfgrass in all other areas of the cemetery inaccessible to lawn mowers are trimmed to match the exact height of adjacent mowed turfgrass. Turfgrass does not extend over the edge of walks, drives, curbs, site structures, and site fixtures.	100% of all un-mowed turfgrass in all other areas of the cemetery inaccessible to lawn mowers are trimmed to match the exact height of adjacent mowed turfgrass. Turfgrass does not extend over the edge of walks, drives, curbs, site structures, and site fixtures.	Periodic surveillance and verified customer complaints	Re-performance within 1 work day of notification. Document performance in CPARS.	10% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
4) Blade Edging of Curbs and Sidewalks	Para 3.3	98% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.	100% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.	Periodic surveillance and verified customer complaints	Re-performance within 2 work days of notification. Document performance in CPARS.	10% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
5) Sod ordering	Para 3.1	100% ordered and delivered onsite within 3 days after placement of order	100% delivered onsite within 3 days after placement of order	100% Inspection	Document performance in CPARS.	20% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
6) Sod Installation	Para 3.4 & 3.5	100% Sod will be completely installed by the contractor not later than close of business (COB) two (2) work-days after delivery.	100% Sod will be completely installed by the contractor not later than close of business (COB) two (2) work-days after delivery.	100% Inspection	Document performance in CPARS.	20% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice

SERVICES DELIVERY SUMMARY (SDS) GROUNDS MAINTENANCE FOR FORT LEAVENWORTH AND LEAVENWORTH NATIONAL CEMETERIES

7) Pre and Post Emergent Herbicide Applications	Para 3.8, 3.9 & 3.10	The Cemetery is generally weed free and weed population does not distract from the overall appearance of the Cemetery. Proper herbicide is applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications, as needed, have been applied.	The Cemetery is generally weed free and weed population does not distract from the overall appearance of the Cemetery. Proper herbicide is applied in such a manner as to bring about the total control of all broadleaf and grassy weeds in the improved turf areas of the Cemetery. Repeat, follow-up, and/or spot spray herbicide applications have been applied.	100% inspection	Repeat, follow-up, and/or spot spray herbicide applications, as needed within 2 work days of notification. Document performance in CPARS.	20% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
8) Fertilizer Applications	Para 3.7	Proper fertilizer is applied at the appropriate rate and in a manner that achieves uniform coverage throughout the area of application.	Proper fertilizer is applied at the appropriate rate and in a manner that achieves uniform coverage throughout the area of application.	100% Inspection	Re-performance within 2 work days of notification. Document performance in CPARS.	20% of invoice deduction of the associated CLIN for failing to meet MAL	Full payment of invoice
9) Trash Cleanup and Disposal	General Conditions Para 9	95% of turfgrass area, roads, walkways, and other cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.	100% of turfgrass area, roads, walkways, and other cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.	Periodic surveillance and verified customer complaints	Document performance in CPARS.	5% deduction from invoice of the associated CLIN for failing to meet MAL	Full payment of invoice
10) Report Submittals	Para 4.10.7; Table 4.5	Turns in all required submittals 95% of the time.	Turns in all required submittals 100% of the time.	Quality assurance reviews	Document performance in CPARS.	5% deduction from invoice of the associated CLIN for failing to meet MAL	Full payment of invoice
11) Safety Maintained during operations	General Conditions Para 3	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.	Random quality inspections	Document performance in CPARS.	5% deduction from invoice of the associated CLIN for failing to meet MAL	Full payment of invoice

B.3 CONTRACT DOCUMENTS AND ATTACHMENTS

Attachment 1 Cemetery Maps

Attachment 2 Work Summary & Progress Report

Attachment 3 Contract Discrepancy Report (CDR)

Attachment 4 General Conditions

Attachment 5 Definitions

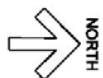
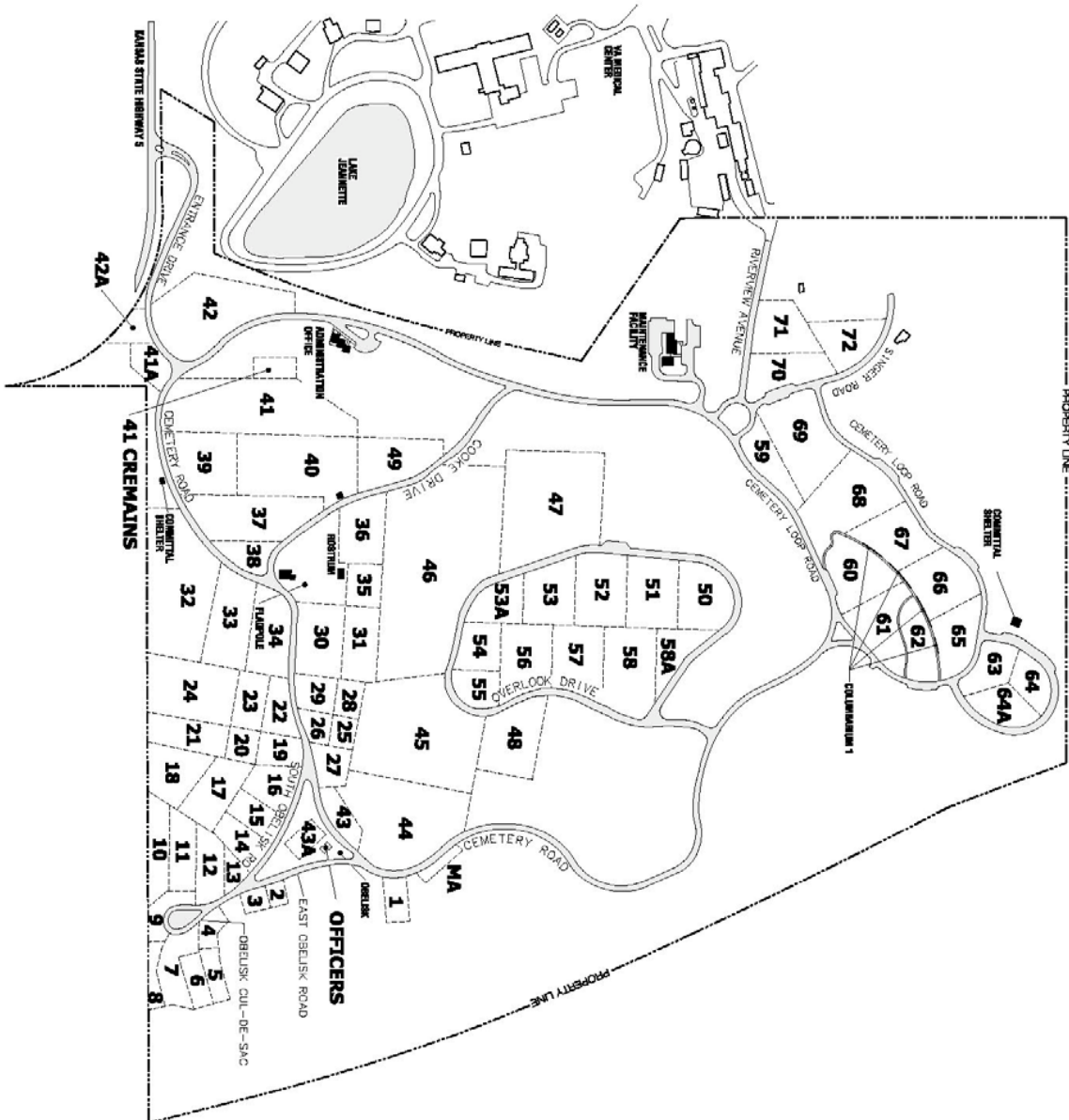
Attachment 6 Quality Assurance Surveillance Plan (QASP)

Attachment 7 Fort Leavenworth Security and Access Procedures

ATTACHMENT 1

CEMETERY MAPS

LEAVENWORTH NATIONAL CEMETERY

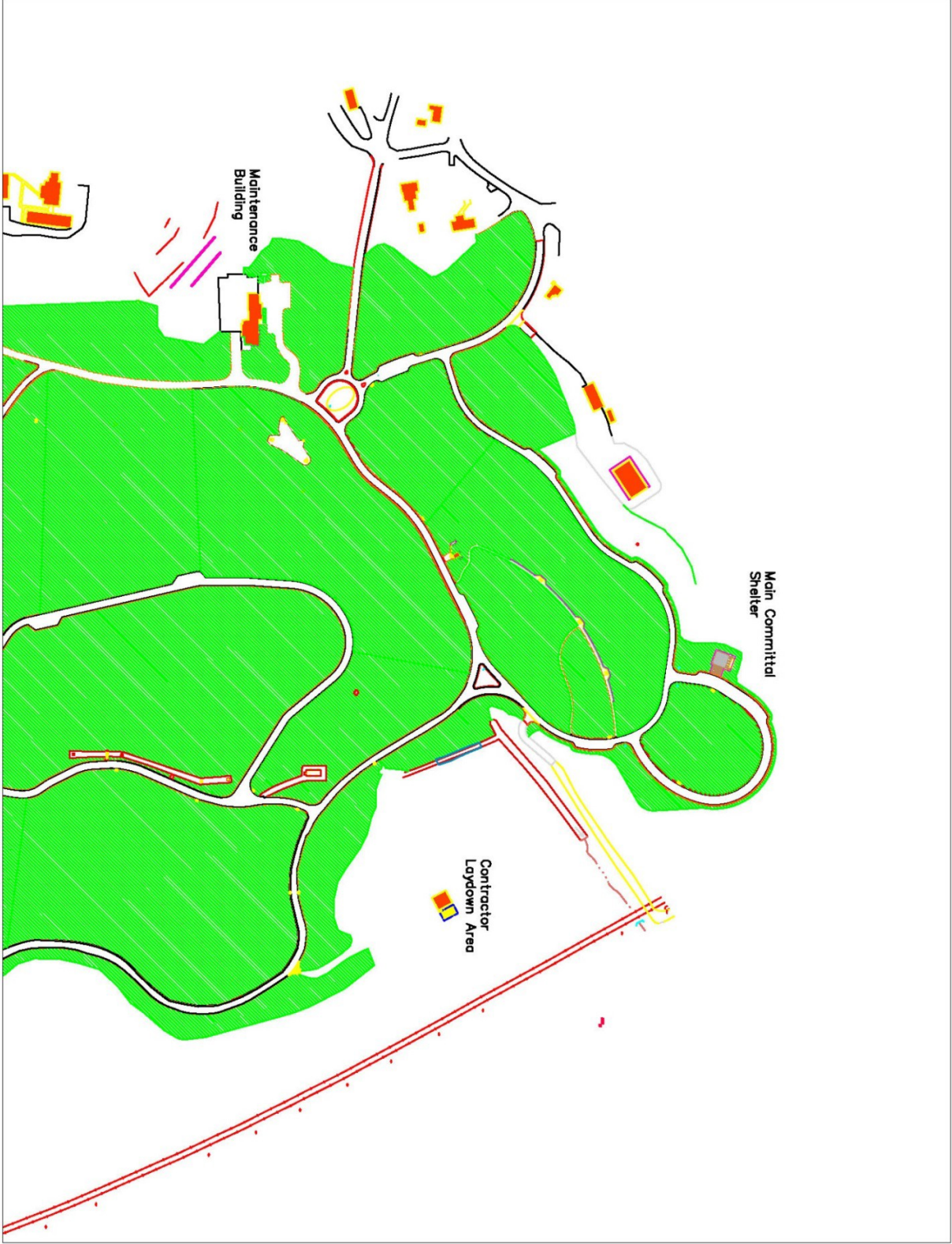




LEAVENWORTH GROUNDS MAP, SOUTH



LEAVENWORTH GROUNDS MAP, NORTH



ATTACHMENT 2 WORK SUMMARY & PROGRESS REPORT FORMS

Attachment 2A

WORK SUMMARY & PROGRESS REPORT		Period Covered:	From:	To:
Cemetery Location: Leavenworth National Cemetery		Contractor Information: _____ _____		
Project Title: Cemetery Grounds Maintenance Services				
Contract No:				
<p><i>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 some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:</i></p> <p style="margin-left: 40px;"> <i>1. Within a reasonable time after the defect was discovered or should have been discovered; and</i> <i>2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</i> </p>				
WORK COMPLETED & SUBMITTED FOR ACCEPTANCE (This form is not to be used as an Invoice)				
1	Mowing of Improved Turf Areas	Quantity / Unit	Acres	
		Date Completed:		
2	String Trimming of all features within Improved Turf Areas throughout Cemetery (including removal and disposal of grass clippings, trash, and debris)	Quantity / Unit	Acres	
		Date Completed:		
3	Trimming of Upright Headstones & Edging of Flat Markers	Quantity / Unit	# of HS	
		Date Completed:		
4	Blade Edging of Curbs and Sidewalks	Quantity / Unit	Linear Feet	
		Date Completed:		
5	Pre-Emergent Herbicide Supply and Application	Quantity / Unit	Acres	
		Date Completed:		
6	Post-Emergent Herbicide Supply and Application	Quantity / Unit	Acres	
		Date Completed:		
7	Insecticide (Grub Control) Supply and Application	Quantity / Unit	Acres	
		Date Completed:		
8	Fertilizer Supply and Application	Quantity / Unit	Acres	
		Date Completed:		
<p>Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.</p>				
Signature of Contractor:		Date Signed		Signature of Cemetery Director / COR
<p><i>Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.</i></p>				

Duplicate Form as Necessary

Attachment 2B

WORK SUMMARY & PROGRESS REPORT		Period Covered:	From:	To:
Cemetery Location: Fort Leavenworth National Cemetery		Contractor Information: _____ _____		
Project Title: Cemetery Grounds Maintenance Services				
Contract No:				
<p>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 some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:</p> <p>1. Within a reasonable time after the defect was discovered or should have been discovered; and</p> <p>2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</p>				
WORK COMPLETED & SUBMITTED FOR ACCEPTANCE (This form is not to be used as an Invoice)				
1	Mowing of Improved Turf Areas	Quantity / Unit	Acres	
		Date Completed:		
2	String Trimming of all features within Improved Turf Areas throughout Cemetery (including removal and disposal of grass clippings, trash, and debris)	Quantity / Unit	Acres	
		Date Completed:		
3	Trimming of Upright Headstones & Edging of Flat Markers	Quantity / Unit	# of HS	
		Date Completed:		
4	Blade Edging of Curbs and Sidewalks	Quantity / Unit	Linear Feet	
		Date Completed:		
5	Pre-Emergent Herbicide Supply and Application	Quantity / Unit	Acres	
		Date Completed:		
6	Post-Emergent Herbicide Supply and Application	Quantity / Unit	Acres	
		Date Completed:		
7	Insecticide (Grub Control) Supply and Application	Quantity / Unit	Acres	
		Date Completed:		
8	Fertilizer Supply and Application	Quantity / Unit	Acres	
		Date Completed:		
<p>Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.</p>				
Signature of Contractor:		Date Signed	Signature of Cemetery Director / COR	
<p><i>Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.</i></p>				

Duplicate Form as Necessary

Attachment 3

Contract Discrepancy Report				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:		5b. Returned by Contractor:		5c. Action Complete:
Discrepancy or Problem: (Describe in detail. Include reference to SOW Directive; attach additional sheet if necessary.)				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)			8b. From: (Contractor)	
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
10a. Signature of Contractor Representative:				10b. Date:
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

ATTACHMENT 4

GENERAL CONDITIONS LEAVENWORTH NATIONAL CEMETERY AND FORT LEAVENWORTH NATIONAL CEMETERY GROUNDS MAINTENANCE

1. WORK ENVIRONMENT AND WEATHER CONDITIONS:

- a. All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, heat, 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. Weather will not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it may be necessary to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government. If weather conditions are such the work performed on that day may cause more damage to the Cemetery grounds than good, the COR has the authority to stop work until conditions improve and he/she extends a commence work order.
- b. Due to the sensitive mission of the Cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel shall exercise and exhibit absolute decorum, composure and stability at all times and refer such individuals to Cemetery Staff.

2. RESTRICTED ACCESS TO MILITARY INSTALLATIONS (FORT LEAVENWORTH PROCEDURES ONLY)

- a. A portion of the work to be performed under this contract is located on the Fort Leavenworth military installation. The installation has 100% controlled access. Controlled access means there are military police located at the entry gates. Vehicles entering the installation may be subject to stop and search procedures. At times of increased security alerts, control may be increased or access may be restricted completely. Some gates may be closed during periods of the day or night.
- b. The Contractor may be responsible for furnishing to each employee, and for requiring each employee engaged on the work, to display or possess identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.
- c. Contractors shall obtain a vehicle registration pass for each Contractor vehicle and for each Contractor-employee's private vehicle brought onto the installation. To register a vehicle, the operator will be required to provide proof of vehicle registration, driver's license and proof of insurance. Passes issued to Contractors and their employees are valid for 90 days and must be renewed upon expiration.
- d. Prior to vehicle registration, Contractors shall provide a roster of all employees' names who will access the Fort during the performance of the contract. That roster shall be provided to the Contracting Officer and to the COR. That roster shall be subsequently

updated by the Contractor as changes occur and provided to the Contracting Officer and to the COR.

- e. See Attachment 7 for required forms.

3. SAFETY AND ENVIRONMENTAL PROTECTION:

- a. The Contractor shall be responsible to ensure 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.
- b. Matters related to safety, and any actions of the Contractor shall meet all safety requirements, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.
- c. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, Cemetery employees, and vehicular traffic within the area.
- d. Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
- e. The Contractor shall 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. Contractor shall ensure that appropriate safety equipment is used by 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) 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.
 - 2) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926.
 - 3) Means of Egress: Do not block exits for occupied buildings, including paths from exits to roads. 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.
 - 4) Situate temporary facilities, such as trailers, storage sheds, and dumpsters, away from existing buildings and new construction by distances in accordance with NFPA 241. For

small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).

- 5) Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- 6) Flammable and Combustible Liquids: No flammable and combustible liquids shall be stored within the Cemetery property. [Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.]
- 7) Smoking: Smoking is prohibited except in designated smoking rest areas approved by the COR.

4. USE OF CEMETERY FACILITIES:

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

5. OPERATIONS AND STORAGE AREAS:

- a. Working space and space available for storing materials will only be available at the approval of the COR or Contracting Officer. If approved, the location is to be where approved by the COR. It is understood the VA will not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site. Contractor shall base operations out of this staging area, using it for materials and equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc.
- b. "Contractor Staging Area" fencing: Before work operations begin, Contractor shall provide a chain link fence, six (6) feet minimum height, around the "Contractor Staging Area". Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and

top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade. After completion of project work, Contractor shall remove fencing and restore area back to original condition.

- c. "Contractor Staging Area" facilities: Temporary buildings (e.g., storage sheds, shops, offices) may be erected by the Contractor within the approved "Contractor Staging Area" with the approval of the COR or Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- d. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. Do not store materials and equipment in other than approved areas. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- e. The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- f. Execute work in such a manner as to interfere as little as possible with work being done by others. To minimize grounds maintenance activity interference with flow of Cemetery traffic, keep roads, walks and entrances to grounds, parking and occupied areas of buildings clear of materials, debris and standing equipment/vehicles at all times. At least one lane must be open to traffic at all times.
- g. Coordination of work with COR or authorized designee: The burial activities at a National Cemetery will take precedence over grounds maintenance activities. The Contractor shall cooperate and coordinate with the COR or authorized designee, in arranging schedule to cause the least possible interference with Cemetery activities in actual burial areas. Work noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period.

6. TEMPORARY TOILETS:

The Contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COR approved "Contractor Staging Area" only. It will not be permissible to locate portable toilet facilities in any other locations throughout the Cemetery. Use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract. All connections and appliances connected therewith shall be removed prior to completion of contract, and premises left perfectly clean.

7. AVAILABILITY AND USE OF UTILITY SERVICES:

- a. **WATER:** Water will only be made available via Contractor connection to existing Cemetery water system in existing locations where connection is available, and for purposes of this contract only. The Contractor at Contractor's expense and in a workmanlike manner satisfactory to the COR shall be responsible for installing and maintaining temporary connections to the Cemetery water supply in accordance with regulations. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained. In locations where Cemetery water system is not readily available, the Contractor shall provide and utilize portable water tanks and/or water trucks as necessary to transport water to areas where needed in order to complete the work required by this contract.
- b. **ELECTRICITY:** In case the Contractor requires electricity while in performance of this contract, the Contractor shall provide and utilize portable generators as necessary to complete the work.

8. PARKING AND VA REGULATIONS:

- a. Contractor employees may park privately owned vehicles in the area designated for parking by the COR. It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. The Cemetery shall not validate or make reimbursement for parking violations of the Contractor's employees under any conditions.
- a. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations 38 CFR 1.218 may result in citation/summons answerable in the United States (Federal) District Court, or other appropriate jurisdiction/agency. Offenders may be subject to a fine, removal from the premises, or arrest. Examples of prohibited items include but are not limited to:
 - 1) Firearms (either openly or concealed), explosives or other dangerous or deadly weapons of any kind;
 - 2) Explosive materials such as blasting caps or similar items;
 - 3) All forms of illegal drugs;

9. DISPOSAL AND RETENTION:

- a. Contractors shall be responsible for cleaning Cemetery structures, headstones/flat makers, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures headstones/flat markers, and monuments at the end of each workday. Roadways shall be kept clean and free of tracked dirt and mud resulting from the Contractor's operations. No hazardous chemicals are to be used at any time on Government property with the exception of herbicide treatments. 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.

- b. At the end of each day the Contractor shall remove all debris resulting from the contract work from the Cemetery site. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site.
- c. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall provide his/her own REFUSE FACILITIES, and these shall only be located in the COR approved "Contractor Staging Area". Do not place dumpsters or refuse facilities in any other location at the Cemetery other than the approved "Contractor Staging Area". The Contractor shall 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.
- d. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act (RCRA) and all other applicable Federal, State, and Local law and regulations. No on-Cemetery storage or disposal of hazardous waste is allowed.

10. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

- a. The Contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, and irrigation equipment while performing mowing, trimming, and edging services.
- b. Damage to Government property: The Contractor (including his or her employees, subcontractors, consultants or the like) shall be responsible for repair or replacement of any Contractor damaged Cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc., which are 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 COR prior to repair, replacement, or installation.
- c. Contractor mowing, trimming and edging operations shall not damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc.
- d. The Contractor shall move and replace all floral or commemorative items, etc. to their proper place as necessary while performing mowing/trimming services. The Contractor shall repair or replace all damaged items caused by the Contractor as directed by the COR at no additional cost to the Cemetery.
- e. The Contractor is responsible for removal and replacement of all lawn, shrubs and trees due to damage by the Contractor. Contractor shall provide replacement plants and shall be of the same type and size. The Cemetery is responsible for plants damaged by the Cemetery or third parties, storms, flood or frost damage and trees beyond their normal life span.
- f. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and which do not unreasonably interfere with the work required under this contract. The

Contractor shall only remove trees when specifically authorized to do so by the COR, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.

- g. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- h. Protection of Existing Utilities: Contractor shall be responsible for damages to utilities, above and below ground.
- i. Refer to paragraphs, "*Operations and Storage Areas*", "*Alterations*", and "*Restoration*" for additional instructions concerning repair of damage to structures and site improvements.

11. RESTORATION:

- a. Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, do not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.
- b. Upon completion of contract, Contractor shall deliver work complete and undamaged. Existing Cemetery features (lawns, paving, roads, and walks) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.
- c. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen/subcontractors to existing Cemetery infrastructure.

12. HISTORIC PRESERVATION:

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

13. WORK PERFORMED BY OTHERS ON SITE:

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, and needing any direction, it shall be provided by the COR. The Contractor Superintendent shall be

responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor Superintendent 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 to resolve the issue.

14. STANDARDS OF EMPLOYEE CONDUCT:

Every action by Contractor personnel at the Cemetery shall be performed with the special care, reverence, dignity, and respect that acknowledge the Cemetery as the final resting place that commemorates the service and sacrifice those service members, Veterans, and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat markers that mark those gravesites and memorialize the service of individuals.

Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, 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.

- a. Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are preferred. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
- b. Behavior and language must be appropriate, reverent, and respectful at all times.
- c. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
- d. Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.
- e. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. 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.
- f. No tools, equipment or other items will be placed or leaned on headstones or monuments.

15. EMPLOYEE REQUIREMENTS:

- h. The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.
- i. Labor Force and Equipment: The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Contractor shall be responsible to provide at no additional costs, labor and equipment as necessary to meet deadlines. The Contractor shall use any additional resources necessary to meet or return to specified work requirements after special events and/or services. The Contractor shall determine the number of employees and the amount and kinds of equipment needed during the period of performance.

- j. Employee Listing: The Contractor shall maintain and provide the COR a current list of all employees on site including subcontractor personnel. The list shall include the employee's name, job title, social security number, address, and phone number.
- k. Employee Identification: The Contractor's employees shall wear visible identification at all times while on the premises of the Cemetery.
- l. Contractor personnel shall park only in the COR approved "Contractor Staging Area" identified for this project. Workers are not allowed to park throughout the Cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the Cemetery.
- m. The Contractor shall be responsible to ensure that his/her employees (including Contractor's consultants, subcontractors, etc.) 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.
- n. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.
- o. Contractor personnel are subject to rules of the Cemetery applicable to their conduct.

16. ORIENTATION FOR CONTRACTOR EMPLOYEES:

The Contractor shall be responsible to ensure that Contractor employees coming to the work site will receive complete information on each of these subjects:

- a. Safety, Environmental Protection, and Fire Safety.
- b. Project Work Schedule, Rules Pertaining To Employee Requirements and Conduct, General Parameter Job Related Issues.
- c. Disaster procedures.
- d. All technical requirements and work procedures of the contract.

17. WORK HOURS:

- a. Work may be performed between the hours of 8:00 a.m. to 4:30 p.m. local time, Monday through Friday except observed Federal Holidays or unless otherwise directed by the COR. At Contractor request and with the written permission of the COR, work may also be permitted to be scheduled for weekends and/or Holidays. When emergency situations that are caused by the Contractor or severe adverse weather prohibit work during the week, then the Contractor shall make arrangements with the COR to work on weekends in order to meet the period of performance. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified period of performance.
- b. After Normal Hours/On-Call/Emergency Situations: 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 including 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. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial

emergency call.

- c. Contractor shall provide name/telephone number(s) for Project Manager (Home Office), Superintendent, and Foreman, including normal and after hours contact numbers, cell and fax numbers. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the COR and the Cemetery Director. In the absence of the COR and the Cemetery Director, the Contractor shall contact the local police.
- d. Federal Holidays. The Federal Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, no work will be permitted during Memorial Day weekend activities.

18. MAINTENANCE DURING CEMETERY FUNCTIONS:

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COR will identify the designated area. The COR 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.

19. PERMITS AND LICENSES:

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 commencement of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal or as other times where the COR deems necessary during the duration of the project.

20. CONTRACTOR-FURNISHED ITEMS:

- a. The Contractor shall be responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract. 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 OSHA, Federal, State, County, City laws, ordinances and regulations.
- b. The Contractor shall be 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. No contractor equipment maintenance repairs of any kind can be done on Cemetery property without the COR(s) approval.
- c. The Contractor shall be responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- d. Only Contractor equipment and supplies (property) required to perform work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. No personal property, equipment, or vehicles shall be stored on the Cemetery

premises.

21. THE GOVERNMENT'S RESPONSIBILITIES:

- a. Upon award of the contract, the Government will inform the Contractor prior to commencing the work, of any known damages to the Cemetery grounds, headstones/markers or any other areas that the Contractor is unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the Cemetery grounds by the Contracting Officer, the COR, and Contractor shall be scheduled to occur.
- b. The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Utilities will be provided as defined in "AVAILABILITY AND USE OF UTILITY SERVICES".
- c. Notification of Non-Compliance: The COR will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time for excess costs or damages by the Contractor.
- d. The work shall be deemed acceptable when the Contractor clearly evidences compliance, without exception, in meeting contract requirements. The Government has the right to either reject or to require correction when the work is not in conformity with contract requirements. Acceptance (in part or whole) will be in writing.

22. DIGNITY CLAUSE

Respect for Headstones and Markers in National Cemeteries

Handling of Markers and Headstones

1. 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.

- a. 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.
- b. No tools, equipment or other items will 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.
- c. 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.

- d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
 - e. 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.
- 2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.
 - 3. 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.

23. CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS

The Contractor shall obtain all necessary licenses and/or permits required to perform this work. The Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor 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 her employees' fault or negligence. Further, it is agreed that any negligence of the Government, it's officers, agents, servants and employees, will 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 Kansas, and in accordance with FAR 52.228-5. 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.

Damage to Government property The Contractor shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc., which are chipped, marred, damaged and/or ruined at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer's Representative (COR) prior to repair/replacement/installation.

The Contractor shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones, and monuments at the end of each workday. Roadways shall be cleaned with a street sweeper each day, as needed, to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals shall 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.

At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place his trash receptacle dumpsters in the COR approved "Contractor Staging Area".

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at work site to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, 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, and needing any direction, it will be provided by the COR(s). The Contractor shall be 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 shall leave it to the COR(s) to resolve the issue.

The Contractor (including his or her employees, subcontractors, consultants or the like) shall not operate trucks, tractors, and other heavy equipment on any turf area except as provided in this contract to perform work or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the Government.

24. SAFETY

Matters related to safety, and any actions of the Contractor, shall meet all safety requirements of the COR, 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 at Leavenworth and Fort Leavenworth National Cemetery's.

ATTACHMENT 5 DEFINITIONS

1. IMPROVED TURF AREAS

- A. **BURIAL AREAS** include all burial sections of established turf with occupied gravesites including columbarium areas; all developed land, including turf, walks, beds, planter beds, drainage ditches, and tree/shrubs within and directly surrounding the burial areas.
- B. **SPECIALTY AREAS** include highly visible areas, specifically: (1) main entrance and cortege area; (2) Public Information Center; (3) Flag Pole and/or assembly area(s); (4) public gathering areas; (5) Committal Shelter(s); (6) Administration/Maintenance Building grounds; (7) Memorial Walkways, and (8) all developed land, including (but not all inclusive) turf, walks, beds, planter beds, drainage ditches, tree/shrub, roads, and plazas within and directly surrounding the specialty areas.
- C. **NON-BURIAL AREAS** are defined as unoccupied burial sections including areas in front of and between these sections and all developed land to borders and wetlands, including drainage ditches.

2. UNIMPROVED/NATIVE TURF AREAS are defined as all undeveloped land to Cemetery borders and wetlands, including drainage ditches.

3. DEBRIS AND TRASH is considered to be any item, material, or foreign object not permanently attached to or planted within the Cemetery grounds and boundaries. Items include, but are not limited to, fallen twigs and branches that are under ten (10) inches (25.40 cm) in diameter, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic items, loose rock and stone over three (3) inches (7.62 cm) in diameter that are not the apparent result of an interment. Not in scope would be the material found within the trash receptacles located throughout the Cemetery grounds.

4. GENERALLY WEED FREE: The population of weeds is very widely scattered and visually insignificant when the total expanse of the cemetery turfgrass is observed. The weeds in no way distract from the visual attractiveness of the landscape.

5. CONTRACTING OFFICER (CO): VA official with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer will delegate one or more representatives to serve as the Contracting Officer's Representative (COR). All contractual authority remains with the VA Contracting Officer.

6. CONTRACTING OFFICER'S REPRESENTATIVE (COR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.

7. CEMETERY DIRECTOR: The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying veterans and eligible family members, and maintaining Cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight.

8. CONTRACTOR: The term "Contractor" as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.

Attachment 6

QUALITY ASSURANCE SURVEILLANCE PLAN LEAVENWORTH AND FORT LEAVENWORTH GROUNDS MAINTENANCE

The Government will maintain the QASP as a living document to assure compliance with the contract. The Contractor and the Government will discuss revisions to the methods or procedures used for surveillance and Quality Assurance (QA), as needed. The Government reserves the right to approve any revisions to the QASP

QUALITY ASSURANCE SURVEILLANCE PLAN

MOW AND TRIM SERVICES

FOR

FT. LEAVENWORTH & LEAVENWORTH NATIONAL CEMETERIES

1. Fundamental Government Responsibilities: The Contracting Officer's Representative (COR) is responsible for representing the Contracting Officer in all facets of service quality. The COR will carry out inspections, reviews and approvals, handle deficiencies, and ultimately accept on behalf of the Contracting Officer. The functions of the COR are identified below. Government personnel, other than the Contracting Officer and the COR, from time to time, may observe the Contractor's operations. However, these personnel may not interfere with Contractor performance.
2. General Quality Assurance Functions: To facilitate the surveillance of the Contractor's Quality Control Plan (QCP) by the Government, the COR will verify Contractor compliance with designated performance requirements through a series of random; announced/unannounced; and impromptu/scheduled inspections. The COR will review the critical requirements to assess their applicability and recommend the addition or deletion of requirements as conditions warrant. In addition, for noncompliance and/or untimely corrective action to deficiencies of specific tasks, the Contractor shall be subject to re-performance (at the company's expense) and/or a reduction of the Contractor's payment. With this intent, the surveillance approach may not be one that stays the same throughout the duration of the contract. The COR will periodically update the surveillance approach when the need arises. The COR will inspect the Contractor's Quality Control Plan regularly for compliance with the requirements herein.
3. Specific Quality Assurance Functions: The COR will establish an Inspection Schedule using the Quality Assurance Report (QAR). The COR will perform the following Qualitative and Evaluative functions, which comprise the Government Quality Assurance Surveillance Plan (QASP).
 - a. Carry out periodic inspections using the Quality Assurance Report to evaluate Contractor performance to ensure compliance and receipt of services. The COR will evaluate the Contractor's performance through intermittent on-site inspections of the Contractor's Quality Control Plan and receipt of complaints from cemetery personnel or cemetery visitors. The COR may inspect each task as completed; increase the number of quality control inspections if deemed appropriate because of related failures discovered during quality control inspections or because of repeated cemetery personnel or cemetery visitor complaints; or, decrease the number of quality control inspections if performance dictates.
 - b. Report findings resulting from these inspections to the Contractor and the Contracting Officer. If discrepancies are discovered as a result of the periodic inspections, or any other means, the COR will use a Contract Discrepancy Report (CDR) to communicate them to the Contractor and follow up to ensure discrepancies or nonconformance's are corrected. When a discrepancy exists, the Contractor shall complete the applicable CDR blocks. The Contracting Officer will evaluate the Contractor's explanation and determine the next course of action.
 - c. Perform monthly reviews of the Contractor's reports and records to ensure they adequately reflect the proper schedules.
 - a. Review changes as well as initial and annual equipment inventories.
 - b. The COR will meet at least twice a week with the Contractor's on-site working supervisor during the first month of the contract. Thereafter, meetings will be scheduled monthly by the COR or as often as necessary. The COR will prepare written minutes from these meetings that shall be signed by the Contractor's on-site working supervisor and the COR. Should the Contractor not concur with the minutes, the Contractor shall state any areas of non-concurrence in writing to the COR within ten (10) calendar days of receipt of the signed minutes. Meeting minutes will be maintained in the COR contract file.
 - c. Take appropriate actions based on Health/Safety/Environmental/any other inspection

results.

4. NCA QUALITY ASSURANCE REPORT (QAR): The contract/SOW service requirements are summarized into the NCA Quality Assurance Report to be utilized by the COR to inspect, monitor, and document the Contractor's performance:
5. This comprises the Government's QASP, which has been developed to evaluate Contractor actions while implementing this SOW; and, is designed to provide an effective surveillance method of monitoring Contractor performance for each listed Performance Objective on the Performance Work Requirements Summary. The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. This QASP is based on the premise the Government desires to maintain a quality standard for this service contract. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is Quality Assurance to ensure contract standards are achieved.

NCA Quality Assurance Report (QAR)					
Cemetery:	Leavenworth & Fort Leavenwoth National Cemetery	Contractor:			
Project Title:	Grounds Maintenance	Contract No:			
	DESCRIPTION OF SERVICES PROVIDED	SECTIONS OR AREAS INSPECTED	DATE OF INSP.	STATUS	
				SAT	UNSAT*
	MOW ALL IMPROVED TURF AREAS				
	1. Turfgrass in burial and public areas has been mowed to the specified height.				
	2. All mowed grass areas have a uniform height.				
	3. Mowed areas are free of scalping, rutting, bruising, and uneven and rough cutting.				
	4. Newly seeded/sodded areas have been hand-mowed. (Until it is fully established to the point where it will not be damaged by riding mowers.)				
	5. Different mowing patterns have been utilized by changing direction, changing patterns, and varying mower wheel width patterns with after each mowing to reduce turf wear, prevent wheel rutting, and provide a neater appearance.				
	6. All mowing around trees has been accomplished in a manner that prevents a “ring pattern” around the tree and damage to turf.				
	7. All mowing equipment has been cleaned before unloading or mowing at the cemetery, cutting height is correct, and all cutting blades are sharp.				
	STRING TRIM TURFGRASS IN IMPROVED TURF AREAS				
	1. The finished height of the trimmed grass exactly matches the height of the mowed grass.				
	2. All non-mowed turf areas have been properly trimmed. This includes the base of trees, planting beds, monuments, curbs/curbing, section markers, buildings, walls, fences, signs, other vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment.				
	3. Trimmed areas are free of scalping, rutting, bruising, and uneven and rough cutting. No streaks or irregularities, uneven cutting, plowing, or gouging of the soil is present.				
	4. Contactor has not damaged any cemetery elements or structures by contact with the trimming device’s cutting instrument.				

	MOW AND TRIM NATIVE GRASS IN UNIMPROVED AREAS	LEAVENWORTH ONLY (1 ACRE)			
	1. Native grass in unimproved areas has been mowed to the specified height.				
	2. All mowed grass areas have a uniform height.				
	3. All mowing around trees has been accomplished in a manner that prevents a “ring pattern” around the tree and damage to turf.				
	4. All mowing equipment has been cleaned before unloading or mowing at the Cemetery, cutting height is correct, and all cutting blades are sharp.				
	STRING TRIM HEADSTONES AND EDGE FLAT MARKERS				
	1. All upright headstones have been properly trimmed and flat markers edged with the finished height of the trimmed grass exactly matching the height of the mowed grass.				
	2. Trimmed upright headstones and flat markers are free of scalping, rutting, bruising, and uneven and rough cutting. No streaks or irregularities, uneven cutting, plowing, or gouging of the soil are present.				
	3. Edging for flat markers does not exceed ½ inch in width and is 1-2 inches in depth. Cut is neat, clean and vertical.				
	4. Contactor has not damaged any upright headstones and flat markers. Areas have been mowed first, followed by the trimming operation.				
	BLADE EDGING				
	1. Completed edging has a clear zone ½” to 1” wide by 2” to 3” deep with all vegetation removed from joints and cracks.				
	2. All streets, curbs, walkways, tree wells, permanent building/structure lines, and planting beds have been edged, except those excluded by the COR.				
	3. Contactor has not damaged any cemetery elements, structures, asphalt, or concrete by contact with the edging device’s cutting instrument.				

	Supply and install SOD all 1st and sub-sequential burials		
	1. Composition: Three or more turf-type tall fescue commercial cultivars, and may include less than 15% Kentucky bluegrass.		
	2. Sod to be cut 30" wide x 120' long or larger to minimize the number of seams		
	3. Turf grass Quality: Sod shall be healthy, high quality and free of any contaminant plants		
	4. Sod delivered to the cemetery within three (3) business days after placement of an order.		
	5. Sod will be completely installed by the contractor not later than close of business (COB) two (2) work-days after delivery.		
HERBICIDE AND INSECTICIDE APPLICATION		[] Pre-Emergent Herbicide	[] Post-Emergent Herbicide
	1. Proper products have been correctly applied to control the targeted species. Repeat, follow-up, and/or spot spray herbicide applications, as needed between scheduled sprays, have been performed to maintain a generally weed free Cemetery.		
	2. The application date and time has been coordinated with the COR, in writing, within three business days of receiving the order.		
	3. The pesticide has been applied directly by or under the supervision of a current commercially licensed pesticide applicator. All label directions on the bag or container of herbicide or chemicals have been followed.		
	4. A written list and copies of labels of all pesticides and other products applied (such as adjuvants), along with the quantities and application rates have been provided to the COR prior to applications.		

5. A written record of the application has been delivered to the COR immediately following the application, whether completed or not, before leaving the Cemetery on the day of any application				
6. All contractor personnel are properly clothed and wearing the proper safety equipment during any and all applications.				

FERTILIZER APPLICATION				
1. The application date and time has been coordinated with the COR, in writing, within three business days of receiving the order. Fertilizer has been watered in where possible.				
2. The fertilizer has been applied according to manufacturer's instructions. All label directions on the bag or container of have been followed.				
3. A written list of all fertilizers, along with the quantities and application rates and copies of labels, have been provided to the COR prior to their application.				
4. A written record of the application has been delivered to the COR immediately following the application, whether completed or not, before leaving the Cemetery on the day of any application.				
5. All contractor personnel are properly clothed and wearing the proper safety equipment during any and all applications.				

DEBRIS AND TRASH REMOVAL				
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1. All walkways (inside and out), flagpole bases, interment areas, sidewalks, committal shelters, headstones, flat markers, monuments, roadways, or other non-turf areas have been cleaned of all grass clippings on the same day as the mowing, trimming, or edging event that produced them.				
2. Clearly visible clumps of grass clippings and/or windrows of clippings have been dispersed or removed and disposed of.				
3. All debris and trash on the grounds has been collected and disposed of at the time of each mowing event.				

REPORTING AND DOCUMENTATION				
1. The Contractor Supervisor reports on a DAILY basis to the COR and logs in.				
2. The Contractor Supervisor has met with COR DAILY to coordinate and establish the daily work schedule.				
3. The Contractor Supervisor has provided the WEEKLY and DAILY work schedules to the COR.				
4. The Contractor Supervisor has provided an accurate WEEKLY written report identifying all work that took place within the previous seven calendar days.				
5. The Contractor has submitted all required documentation or information in accordance with the contract.				

SAFETY AND JOBSITE APPEARANCE				
1. No accidents or incidents due to contractor's failure to take safety precautions.				
2. Worksite does not detract from the dignity and solemnity of the cemetery. Work areas and adjacent grounds are free of debris, tools, equipment, & other materials at the conclusion of the task or at the end of the work day.				
3. Contractor personnel are dressed appropriately.				

NCA Quality Assurance Report (QAR)				
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	Cemetery:	Leavenworth National Cemetery	Contractor:	
	Project Title:	Grounds Maintenance	Contract No:	
	*CONTRACT DISCREPANCIES:			
	List below the Contract Discrepancy Report number and a Brief Description of the contract requirement(s) which "Did Not Meet" and attach a copy of the each CDR			
A)				
B)				
C)				
D)				
E)				
F)				
	DATE	COR SIGNATURE	CONTRACTOR SIGNATURE	DATE
	*(Note : When deficiencies are cited, the Contractor is required to sign & acknowledge receipt of the report.)			

Attachment 7

FORT LEAVENWORTH ACCESS FORMS

EMPLOYEE NAME: _____

POSITION/TITLE: _____

DATE: _____

Please check the appropriate blank.

_____ New Employee, New Contractor

_____ Annual Confirmation for current Employees or Contractor(s) (**Due on November 1 of each Contract year**)

FOR ALL EMPLOYEES

I have been briefed and understand the following guidance: INITIALS

_____ The National Cemetery Administration honors veterans with a final resting place and lasting memorial that commemorate their service to our Nation. National Cemeteries are National Shrines. Therefore, the standards for management, maintenance, appearance and operational procedures have been established by the National Cemetery Administration to reflect this Nations' concern and respect for those interred there. For this reason, my strict adherence to the Statement of Work, Performance Work Requirements Summary and Guidance Specifications shall be required and shall be essential.

_____ I will remain aware of the remains buried in the grounds where work is being 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.

_____ I will not walk, stand, lean, sit or jump on headstones, markers, or monuments. Nor will I drive over them.

_____ I will not place or lean tools, equipment, or other items on headstones, markers, or monuments at any time.

_____ I have been briefed on the approved methods and tools to remove headstones and markers from their sockets in accordance with the Contract Specifications. I will use the tools and methods approved by the Contracting Officer Representative (COR) to lift headstones and markers out of the ground in order to avoid damage; pick axes are not an acceptable tool.

_____ I will not place headstones or markers on dirt piles or mud once they are removed from their sockets; in order to show appropriate respect towards the families visiting the gravesites and the remains that are buried, I will ensure headstones and markers are carefully stored on each associated gravesite and protected from damage or soiling, in accordance with Contract Specifications.

_____ I understand that the Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.

_____ Should any on-site activity, incident, emergency, or disaster result in exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, I will IMMEDIATELY notify the Cemetery Director, the COR and/or the Contracting Officer; I will take immediate steps to protect and render safe any exposed remains; and stop any further work until the Cemetery Director provides the Contractor Supervisor guidance regarding disposition of the remains and permission to proceed.

SIGNATURE BLOCK

Signature

Printed Name

Date

IF THIS STATEMENT IS THE EMPLOYEE'S ANNUAL COMPLIANCE STATEMENT, THIS COMPLIANCE STATEMENT MUST BE RETURNED TO THE COR BY NOVEMBER 1.

AS TO STATEMENTS OR COMMITMENTS OF FUTURE ACTIONS, THIS COMPLIANCE STATEMENT COVERS THE PERIOD FROM OCTOBER 1 OF THE CALENDAR YEAR DURING WHICH THIS COMPLIANCE STATEMENT IS DUE THROUGH SEPTEMBER 30 OF THE NEXT CALENDAR YEAR.

[illegible]

