

# PERFORMANCE WORK STATEMENT (PWS)

For

Grounds Maintenance Services

At

Overton Brooks VA Medical Center

Revised 2/5/2018

Part 1

General Information

## 1. GENERAL:

1.1. Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary for Grounds Maintenance in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance

1.2. Background: The Overton Brooks VA Medical Center (OBVAMC) is a 40+ acre facility at 510 E. Stoner Avenue, Shreveport, LA 71101. The government and has a requirement for a grounds contractor to maintain all shrubs, flower beds, trimming shrub/hedges when necessary, mulch beds, remove weeds, cut lawn as scheduled per Quality Control plan and PWS Performance standards, plant new seasonal bedding flowers, remove dead trees/shrubs/limbs/debris, fertilization of the lawn twice a year, pickup and dispose of fallen leaves, and two pavement sanding after a freezing rain event. Lawn mowing will include all areas within the outer perimeter fencing.

1.3. Objectives: These daily (work week) services are intended to improve and maintain the overall visual impression of the OBVAMC. These professional services will groom the grass, hedges, scrubs, and trees as well as maintain the flower beds by planting seasonal annual plants, weeding, and mulching. The contractor will also clean exterior concrete surfaces to remove dirt, gum, and other foreign matter that detracts from the visual appeal of the facilities entrances. The contractor will pick up trash around the facility including, but not limited to cigarette butts, food wrappers, cups, and plastic containers. The contractor will pick up and dispose of fallen leaves. In the event the facility experiences a freezing rain event, the contractor will sand all pavement surface; contract anticipates up to two sanding's per year.

## 1.4. Scope:

1.4.1. The contractor shall provide all labor and supervision required to maintain shrubs, flower beds, trimming shrub/hedges when necessary, mulch beds, remove weeds, seeding, cutting the lawn, edging the lawn, removing dead trees/ shrubs/limbs/debris, fertilization of the lawn twice per year, removal of fallen leaves, and sanding the pavement areas twice per year after a freezing ice event.

Lawn cutting and edging will occur weekly unless agreed upon by the facility to bi-weekly cutting. Hedge and shrub trimming will occur based on their natural growth habits. Compensation for skipped cutting and edging will be applied to other grounds projects to be determined by the facility.

1.4.2. Contractor and employees are responsible for the design and installation of all landscaping projects using Northwest Louisiana friendly landscaping and material as directed by the Maintenance and Operations Supervisor.

1.4.3. Contractor is responsible for ordering chemicals, fertilizer, grass seed, soil, mulch, and other landscaping supplies necessary for the daily landscaping needs of the facility.

1.4.4. The contractor and his staff are responsible for maintenance and operation of all grounds equipment including lawnmowers, weed eaters, front-end loaders, fork-lifts, bucket lifts, scissor lifts, chainsaws, irrigation equipment, and portable watering devices. All hand tools and equipment are provided by the contractor.

1.4.5. The contractor shall keep all roads, walkways, sidewalks, and parking lots clean of all debris.

1.4.6. The contractor may be subject to all weather conditions, hot, cold, wet, etc., and work in a dirty dusty environment.

#### 1.5. General Information

1.5.1. Quality Control: The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The Quality Control Program (QCP) will be delivered to the Project COR within 14 calendar days of the contract award. After acceptance of the QCP, the contractor shall receive the contracting officer's representative acceptance in writing of any proposed change to his QC system.

1.5.2. Quality Assurance: The Government will inspect and evaluate the contractor's performance to ensure services are received in accordance with requirements set forth in this contract. The Contracting Officer's Representative (COR) will be the individual primarily responsible for quality assurance. The COR may perform surveillance by direct observation, performing weekly or bi-weekly inspections, or investigating customer complaints.

1.5.3. Hours of Operation: The contractor is responsible for providing services, between the hours of 7:00 AM to 3:30 PM Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.5.4. Place of Performance: The work to be performed under this contract will be performed at 510 E. Stoner Avenue, Shreveport, LA 71101

1.5.5. Period of Performance: Base Period: Date of Award – 9/30/2018; Four (4) one year option periods 10/01/2018 thru 9/30/22.

1.5.5.1 Security Requirements: Contractor personnel performing work under this contract must have a Non-PIV ID card prior to commencement of work under this contract. Renewal of PIV ID cards are to be performed annually.

1.5.5.2. Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured,

1.5.5.3. Key Control: The contractor shall establish and implement methods of making sure all keys/key cards issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the contractor by the

Government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR.

1.5.5.2.1. In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon notification of the COR, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the contractor.

1.5.5.2.2. The contractor shall prohibit the use of Government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the COR.

1.5.5.3. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.5.6. Special Qualifications: The contractor shall possess, at a minimum, the following performance qualifications:

1.5.6.1. Maintain certification in Louisiana landscaping by a regionally accredited organization.

1.5.6.2. Possess technical staff qualified by professional education and technical experience to perform the work required by this Performance Work Statement (PWS).

1.5.6.3. Ensure that the contractor and all employees working on-site have taken an OSHA Certified 10-hour construction safety course.

1.5.6.4. Maintain certification required to apply herbicides, as necessary.

1.5.7. Post Award Conference/Periodic Progress Meetings: The contractor shall attend any post award conference convened by the Contracting Officer in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.5.8 Key Personnel: The contractor shall provide a Project Manager/ Superintendent who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available all day on each day the contractor is on site

1.5.9 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members

of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.5.10 Contractor Travel: Not Applicable

1.5.11 Organizational Conflict of Interest: Contractor and sub-contractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The contractor shall notify the Contracting Officer Representative immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCT. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCT.

1.5.12 PHASE IN /PHASE OUT PERIOD: Not Applicable

## PART 2

### DEFINITIONS & ACRONYMS

#### 2. **DEFINITIONS AND ACRONYMS:**

##### 2.1. DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. A person with authority to enter, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8. QUALITY ASSURANCE. The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

## 2.2. ACRONYMS:

CFR	Code of Federal Regulations
C ONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

## PART 3

### GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

#### **3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services: The Government will provide coordination between the contractor and the facility to make sure patient care is not impacted by the performance of this contract.

3.2 Facilities: The Government will provide a staging area for the contractor to store Government provided equipment.

3.3 Utilities: The Government will provide all utilities available at the facility. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.4 Equipment: The Government will provide all grounds equipment including lawnmowers, weed eaters, front-end loaders, fork-lifts, bucket lifts, scissor lifts, chainsaws, irrigation equipment, and portable watering devices.

3.5 Materials: Not Applicable

## PART 4

### CONTRACTOR FURNISHED ITEMS AND SERVICES

#### **4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General: The Contractor shall furnish **all** supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this PWS.

4.2 Facility Clearance: The Contractor shall possess and maintain a facility clearance from the Security Service. The Contractor's employees, performing work in support of this contract shall have been granted a security clearance and received a Non-PIV badge from the VA Police.

4.3. Materials: The Contractor shall furnish all chemicals, fertilizer, grass seed, soil, mulch, and other landscaping supplies necessary for the daily landscaping needs of the facility. The Contractor will also supply all materials for three plantings of Annuals at the entrance circle each year. Timing of the three plantings will be coordinated with the facility.

4.4. Equipment: The contractor shall maintain all equipment provided by the Government. All hand tools will be provided by the contractor. The contractor will be liable for any equipment damage beyond normal use, to the limit of replacement due to the damage.

PART 5  
SPECIFIC TASKS

5. SPECIFIC TASKS:

5.1 Lawn Maintenance Each Visit:

5.1.1 Contractor shall mow all grass areas to a height of 2-<sup>1</sup>/<sub>2</sub>-inches.

5.1.2 Contractor shall VERTICAL edge all lawn and pavement intersections such as curbs, sidewalks; and pavement with typical blade edger or line trimmers. The contractor shall vertical edge all lawn and rock/mulch bed intersections. The contractor shall also vertical edge around valve boxes etc. present in the turf. Horizontal edging with line trimmers will not be accepted.

5.1.3 Contractor shall line trim along or around as applicable all items within lawn areas such as but not limited to \_\_\_\_\_ chain link fence, chain link gates, signage posts, street lights, buildings, trees, sprinkler heads, bollards, rock beds perimeter, and mulch beds perimeter.

5.1.4 Blowing of grass clippings from streets, curbs and sidewalks will be allowed; however, the clippings shall be picked-up and removed and not blown back into mowed lawn areas.

5.1.5 Contractor shall remove trash and any other debris on grass prior to mowing. Remove trash and other debris from flower, shrub and rock/mulch beds and from potted plants/trees. The contractor will remove cigarette butts from the lawn areas, rock beds, shrub beds, sidewalks, parking lots, etc. Contractor will empty cigarette butt canisters at least once a week. Site will be left in a clean manner

5.1.6 Contractor shall hand pull weeds in flower, shrub, tree, rock/mulch beds and potted plants/trees. Contractor shall hand pull or line trim weeds in concrete and asphaltic paving areas and cracks. The use of weed killer is not allowed, nor will it be applied in bedded areas. Herbicide will be applied to the fitness trail as needed, with a minimum application of once every three months.

5.2 Intermittent Lawn Maintenance:

5.2.1 Contractor shall prune all trees, hedges, shrubs, bushes, and other cultivated plants according to their natural growth habit for proper health and attractive appearance, and to prevent interference (prune below 6' or as required) with pedestrian and vehicular traffic. Shrubs that are clearly outside of the normal growth pattern shall be pruned regardless of flowering stage.

5.2.2 Contractor shall make regular inspections and remove diseased, broken, and dead branches as needed. The contractor shall immediately notify the COR if disease is running rampant in the lawn (grass), trees, plants, shrubs, etc., and will also notify the COR of evidence of ants or other pests. The contractor shall notify the COR if large amounts of weeds become noticeable in the grass. The Government is responsible for treating the grass for weeds, for treating the shrubs, trees, plants, etc., for disease, and for entomology issues.

5.2.3 The contractor shall avoid pruning shrubs during the flowering stage or thirty days prior to the onset of normal cold winter weather conditions, unless clearly outside the normal growth pattern.

5.2.4 Shrub and hedge pruning shall be maintained on a regular basis according to the Projected Annual Maintenance Schedule prepared by the contractor. The personnel used on this operation shall be trained to take care not to damage the root systems or plants.

5.2.5 Contractor shall trim hedge shrubs and remove clippings as needed throughout the year.

5.2.6 Contractor shall remove all clippings from the work site and dispose of properly.

5.2.7 Contractor shall remove as required all tree, hedge, shrub and bush roots that grow and appear above grade, after determination by the contractor that removal will not damage the applicable cultivated plant. If

removal will damage/kill/alter the health of the cultivated plant, contractor shall propose and implement an alternative for the root removal, such as filling, re-grading, and re-sodding.

5.2.8 Annuals will be planted three times a year based on a design prepared by the contractor and approved by the facility.

5.2.9. Contractor shall notify the COR of any dead or diseased trees. The contractor shall remove these trees to ground level. Trunk (below grade) and root removal is not required. Cost for these removals will be negotiated for each tree removal.

5.3 Rock and Mulch Beds. Any existing deleterious mulch or rock type bed fill displaced into pavement or sidewalk areas from rain, foot traffic, or other shall be placed back into beds ON EACH VISIT.

5.4 Restoration: Ruts in lawn areas created by the contractor (e.g. by lawn mowers, vehicles, etc.) shall be repaired, filled, and SODDED to match existing as required. (Seeding will not be accepted). Any other site or building damage because of contractor operations shall be restored to "match existing" condition at the Contractor's expense.