

## **B.4 GENERAL INFORMATION:**

**B.4.1. THE NCA MISSION:** The National Cemetery Administration honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation.

**B.4.2** National Cemeteries are national shrines for our nation's heroes, the veteran(s) and their family. The standards of maintenance, appearance and operational procedures performed at national cemeteries must reflect this nation's concern for those interred there.

## **B.5 GENERAL REQUIREMENTS:**

**B.5.1** The contractor shall provide all supervision, labor, equipment, tools, and supplies necessary to: (1) provide herbicide and fertilization, (2) provide other turf maintenance to include disease control(turf pathogen) and other pest control for Fort Mitchell National Cemetery located at:

[Fort Mitchell National Cemetery](#)  
553 Highway 165  
Fort Mitchell, AL 36856

**B.5.2** All work shall be performed during the normal working hours (8:00 a.m. to 4:30 p.m.), Monday through Friday, except with the written permission of the COR(s). The contractor is not required to work on Federal Holidays. The Federal Holidays are:

New Year Day	Martin Luther King Jr.'s Birthday	Washington's Birthday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans Day	Thanksgiving Day	Christmas Day

**B.5.3** In the event climate or weather conditions become unsuitable for work or may induce an environmental hazard, the entire work shall be rescheduled to a date and time satisfactory to the contractor and Cemetery Management. Postponement due to climate or weather conditions will not be cause for penalties to the contractor nor additional costs to the government.

**B.5.4** The contractor shall phase all work in such a manner as not to impact on or interfere with cemetery operations. Contractor shall cease work within 100 yards of any committal service in progress while performing under the contract. Contractor and contractor's employees shall cease work upon arrival of the funeral party at the committal shelter and will not start back to work until the funeral service is completed while performing under the contract. The COR may direct and arrange the contractor's performance in specific areas of the cemetery to coordinate with the cemetery's mowing operations and/or committal services.

**B.5.5** Contractor(s) shall provide a "Site Manager" (Supervisor, Foreman, or Work Leader) to be at the work site whenever work is being performed. The contractor shall furnish a copy of the specifications contained in this contract to the site manager to ensure complete familiarity with

the requirements stated herein. The "Site Manager" will 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. At all times when any performance of the work at the site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall always have the "Site Manager" present who has the capability of receiving instructions in the English language, fluently speaking the English language, and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and bilingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

**B.5.6** Contractor's employees shall wear all required safety equipment such as, but not limited to, goggles or face shield, hearing protection, hard hats, respirators, if required, and uniforms identifying them as an employee of the contractor. The contractor shall be responsible for training and safety precautions prescribed by OSHA standards.

**B.5.7** The contractor and contractor's employees shall observe all traffic, parking, directional signs and regulations when using the cemetery roadways. Contractors and contractor employees shall park only on cemetery roads or area as directed by the Cemetery Director or his/her representative. At no time shall the contractor's vehicles block any roads within the cemetery enclosure. Vehicles shall never be parked on a gravesite.

**B.5.8** The contractor agrees to leave all work areas free of debris and in the same condition as before the work commenced. The contractor agrees to take all necessary precautions to protect vegetation, as appropriate, in the immediate work area(s).

**B.5.9** The contractor shall be liable for any damage to headstones, markers, monuments, buildings, trees, shrubs, and any other structures with the cemetery enclosure caused by contractor personnel arising out of or resulting from performance under the contract.

## **B.6     TURF MANAGEMENT: FERTILIZING, HERBICIDES AND OTHER PEST CONTROL**

Contractor shall be responsible for maintaining the established turf area of the cemetery in a healthy condition by proper application of fertilizers, chemicals (to control weeds, insect pest-fire ants, disease and etc.) and to include lime (if soil tests indicate it as needed). Approximately 27.0 acres of turf will be treated.

**B.6.1** The intent of the work is to maintain a well-established, healthy stand of turf throughout the cemetery, which is generally weed free and generally free of bare areas. Turf area at Fort Mitchell Cemetery covers approximately 27 acres. All turf area is to be treated. This shall include all turf areas within the cemetery enclosure which will be all burial sections as well as all non-burial areas. All turf within the cemetery will be treated. Cemetery grounds map is attached.

**B.6.2** All work to be accomplished in accordance with guidelines established by Federal, State and local ordinances, and the Contractor's procedure manual and quality control manual. Contractor shall conform to all regulations for examining and licensing of herbicide control operators, performance of herbicide control; use of approved herbicide control fertilization while working at Fort Mitchell National Cemetery. All herbicide management service shall be accomplished to meet the guidelines as shown in the National Herbicide Control Association's good practice.

**B.6.3** Contractor to furnish the contracting officer and Cemetery Management a copy of Certification of Herbicide/Fertilization applicator operator prior to performing tasks at the Fort Mitchell National Cemetery complex.

**B.6.4 General Requirements:**

(a) Inspection to determine type of weed control management that is required and that is appropriate. This shall be conducted by the contractor and COR prior to initiation of application plan.

(b) Herbicide control shall include, but it is not limited to the following weeds: Dandelion, Chickweed, Knotweed, Purslane, Plantain, Clover, Ground Ivy, Violets, Onions, Bahia, Crabgrass and any other Broadleaf, Stubborn, or Grassy weeds found during inspections. See attached Protocol # 1.

(b) Contractor to perform evaluation of weed control measures through follow-up inspections. Actively growing weeds present two weeks post application will be retreated at contractor's expense. The contractor will respond with a corrective action plan within 3 days of notification by the Contracting Officer's Representative (COR) of any unsatisfactory results from weed control application. Unless precluded by inclement weather, the corrective action plan will be completed within 7 days following plan submission.

(c) Chemicals used for this contract shall be safe for use around cemetery employees and the general public as well as labeled for Alabama.

(d) The contractor shall be responsible for taking all precautions to prevent damage to the cemetery in any manner, including headstones, markers, monuments, flower beds, irrigation heads, trees and other structures during application operations.

(e) Fertilizer: shall be applied based on the results and recommendations of a soil test for each section. The soil test will be conducted by the director with copies going to the Contractor. Only 40% slow release shall be used. See attached Protocols 4

(f)Lime: When soil tests indicate a need for lime, it shall be applied at the rate indicated in those tests ( Only pelletize lime will be used). Time of application shall be in late fall or early winter, unless local practice indicates more favorable time.

(g)Weed and Insect Control: All weed growth and insect shall be controlled by means of spray/granular broadcast or any other method approved by the Director/COR. All personnel using such sprays shall be properly trained and the person in charge shall be duly licensed by the State of Alabama to use pesticides. Signage will be provided by the contractor and be sufficient as to warn workers, contractors, and visitors of the presence and hazards of chemicals in use. Treatment for weeds will be accomplished to maximize herbicide effectiveness.

(h)Control of Fire Ants and other Pest: Contractor shall apply necessary chemical applications to control fire ants and/or other pest, specific attention should be given to Grub Worms and Army Worms. See attached Protocol #3.

(i)Control of Crabgrass and Bahia, : The entire established turf areas will be treated with sufficient amount of pre-emergence to prevent germination of crabgrass and Bahia. See attached Protocol #2

(j)Contractor will notify the Director, Fort Mitchell National Cemetery, 48 hours prior to any of the above applications. This is to insure that coordination can be made so that the treatments do not conflict with any interment or cemetery maintenance activity.

**B.6.5 Disposal of Hazardous Wastes:** The contractor shall not dispose of any excess herbicide containers or other materials contaminated by herbicides at any location on the cemetery premises except as authorized by the Cemetery Director.

**B.6.6** No weed control or equipment shall be stored or kept at the cemetery when the contractor's operator is not working without written approval of the Cemetery Director.

**B.6.7 Required Contractor Reporting:**

- a. The contractor shall be responsible for supplying, completing and submitting all reports required or requested by Federal, State and/or local ordinances which pertain to any duties in the contract.
- b. The contractor shall be required to furnish Cemetery Management, prior to applications of herbicides and fertilizers, the trade names (if any), and chemical names of the chemicals and fertilizers proposed for use and label showing the contents, the use strength of the chemical and fertilizers that applies and the antidote thereto. Contractor shall furnish the same

information each time the chemicals, fertilizers, or products are used at the Fort Mitchell National Cemetery.

**B.6.8** All chemical Applications will be made during each contract year. Please see Attachment "Chemical Application" and the results of the soil test provided.

**B.7. CONTRACTOR DUTIES AND RESPONSIBILITIES:**

1. Site Manager: A "Site Manager" shall be provided by the Contractor for not less than eight (8) hours a day whenever work is being performed - other than trash and debris pick-up. The "Site Manager" must have not less than five (5) years experience as a direct supervisor of employees supervising and performing all tasks set forth in the scope of work and provide a statement of qualifications with the proposal.

2. The "Site Manager" will 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.

3. In the absence of the COR and/or Project Manager, the Contractor shall meet with the Alternate COR and/or Project Manager of this contract. The Contracting Officer's Representative (COR and/or Project Manager) for this contract shall be \_\_ at \_\_\*; Alternate CORs and/or Project Manager, \_\_ and \_\_ at \_\_\*.

(\*) Phone numbers to be provided upon award of contract.

4. Invoices shall reference the appropriate purchase order number and be sent to the designated address for certification and payment processing.

**B.8. CONTRACTOR-FURNISHED ITEMS:**

**B.8.1.** The contractor is responsible for supplying all equipment, personnel, tools, supplies and materials to perform these services.

**B.8.2.** Contractor-furnished items necessary to perform work as required under this contract shall be provided, maintained in good operating condition and operated by the Contractor and shall be consistent and fully compliant with all applicable Federal, State, County, City laws, ordinances and regulations. The contractor will inspect all equipment prior to bringing it on cemetery grounds to ensure it is clean and free of debris from other sites to prevent bringing weeds and pests from other sites.

**B.8.3.** Materials and supplies procured for the performance of the contract by the contractor shall be consistent and fully compliant with all applicable Federal, State, County, and City laws, ordinances and regulations.

**B.8.4.** The contractor is responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of

this contract. Repairs to contractor provided equipment, other than repairs that can be completed within one hour, shall not be done on site. The Contractor is to insure that there are no major fluid leaks that would stain the road, headstones, or kill or stain the turf. The Contractor is required to clean up any leak stains which may include replacing the turf. Repairs will not be made on site of Contractor employee vehicles.

**B.8.5.** The Contractor is responsible for ensuring that all of his/her motor vehicles and equipment meet State of Alabama inspection, safety, licensing, registration, and insurance requirements.

**B.8.6.** When the Contractor requires water and/or electricity to perform these services, the Contractor shall provide and maintain at his/her expense, the necessary service lines from the Government outlets to the site of work in order to accomplish these services. The "hook-ups" to the work site may require the Contractor to run electrical cords/hoses. Contractor should provide their own electrical generator.

**B.8.7.** The contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR(S). The Government shall not provide receptacles for disposal of debris as a result of the services provided under this contract

## **B.9 CONDUCT**

**B.9.1** Contractor personnel shall adhere to the following standards of dress, conduct, guidance and training while performing work in the national cemetery. It shall be subject to immediate enforcement action by the contracting officer if these standards are not adhered to during the performance of the contract.

**B.9.2** Contractor personnel shall be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments that have a message, slogan or printing of any kind other than the contractor's business attire are prohibited. If caps are worn, they must be free of any questionable message or design. Other clothing in question shall require Cemetery Management's written approval.

**B.9.3** Contractor personnel shall not engage in loud or boisterous behavior or use profane or abusive language nor play radios and/or electronic games/devices, smoke or chew tobacco products, except at designated work areas, during the performance of this contract. Due to the sensitive mission of the cemetery, contractor employees may come into daily contact with grieving individuals, therefore contractor employees will exercise and exhibit absolute decorum, courtesy and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitor shall be politely referred to cemetery staff. Gratuities of any kind are strictly prohibited.

**B.9.4** Contractor personnel shall consume food and beverages only within areas designated by the COR(s). Use or sale of intoxicating beverages and/or drugs is strictly prohibited. Firearms or other weapons are strictly forbidden on Federal property at any time. The cemetery shall provide

the contractor and contractor employee's restroom facilities between the hours of 8:00 am - 4:30 pm as designated by the Cemetery Director or COR.

**B.9.5** Contractor personnel shall take breaks/rest periods and lunch breaks at areas designated by the COR(s), not in the field. The government will provide restroom facilities at areas designated by the COR(s). Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

**B.9.6** National cemeteries are National shrines; contractor personnel appearance and conduct shall be professional and unobtrusive at all times. Questions from cemetery visitors shall be politely referred or directed to cemetery personnel.

#### **B.10. OTHER REQUIREMENTS:**

b. The contractor shall phase all work in such a manner as not to impact on or interfere with cemetery operations. Contractor shall cease work within 100 yards of any committal service in progress while performing under the contract. The COR may direct and arrange the contractor's performance in specific areas of the cemetery to coordinate with the cemetery's mowing operations. The contractor will advise the foreman of work accomplished at the end of each work day and coordinate the following day's schedule of trimming.

c. A list of scheduled ceremonies will be provided the week prior to the event, and a list of scheduled funerals will be provided the day prior to the service. The Contractor is 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 is solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR and/or Project Manager. The Contractor shall meet with the COR and/or Project Manager at the end of each day to determine work completed and ensure that work is on schedule.

d. The only designated smoking area for the Fort Mitchell National Cemetery will be designated by the COR. All other areas are designated as NO SMOKING.

**B.11. SAFETY:** Any actions of the Contractor, must meet all safety requirements of Fort Mitchell National Cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State of Alabama. It is incumbent upon the Contractor to be familiar with these requirements. Copies of all referenced safety standards may be reviewed by contacting the Fort Mitchell National Cemetery Safety Officer. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer of Fort Mitchell National Cemetery.

**12. NOTE: ANY VIOLATION OF ANY OF THE ABOVE LISTED, MAY RESULT IN THE TERMINATION OF THIS CONTRACT WITH POSSIBLE REPERCUSSIONS COSTS INCURRED, DEBARMENT, OR FINE.**

