

ATTACHMENT B – PERFORMANCE WORK STATEMENT

A.1 CONTRACT DEFINITIONS/ACRONYMS:

(a) **Business Hours/Days** - Business hours/days are defined as the time of 7:30 AM to 4:00 PM, Monday through Friday, except Federal holidays. Federal holidays include New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and other specifically designated days by the President of the United States to be a national holiday. Off Business hours/days are defined as the time of 4:31PM to 7:59AM, Monday through Friday, all day Saturday and Sunday and Federal holidays.

(b) **Cemetery Director** - Administrator/Management Official. The cemetery director is responsible for the day-to-day oversight of a national cemetery, including burying veterans and their eligible family members, and maintaining the grounds as a national shrine.

(c) **Certified Arborist** - An expert in the cultivation and care of trees.

(d) **Contracting Officer (CO)** - VA official with the authority to enter into, administer to, and/or terminate contracts and make related determinations and findings, and is a member of the evaluation team.

(e) **Contracting Officer’s Representative (COR)** - VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. A COR’s responsibilities include certification of invoices, placing orders for service, providing technical guidance, overseeing technical aspects of the contract, and is a member of the Contractor evaluation team. All administrative functions remain with the Contracting Officer.

(f) **Contractor** - The term “Contractor” as used herein refers to both the prime Contractor and his employees, and any subcontractors and their employees. The Contractor shall be responsible for assuring that his subcontractors comply with the provisions of this contract.

(g) **Quality Assurance** - Those actions taken by the Government to assure services meet the requirements of this contract.

(h) **Quality Control** - Those actions taken by the Contractor to control the production of goods or services so they will meet the requirements of a contract.

SECTION A – CONTRACT ADMINISTRATION DATA

A.2 GENERAL INFORMATION:

The Department of Veteran Affairs, National Cemetery Administration intends to award a requirements contract for the procurement of tree maintenance services. The Contractor(s) gaining award shall provide all labor, tools, materials, and equipment necessary to accomplish tree and/or stump removal, pruning, trimming, cabling, cavity repair, root pruning, and the removal and disposal of resulting waste and debris for the National Cemeteries listed below, on a one-time basis. The contractor shall provide all professional advice/guidance, parts, materials, equipment, and personnel, to provide these services.

A.3 THE NCA MISSION:

The National Cemetery Administration honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation. National cemeteries are national shrines. The standards of maintenance, appearance and operational procedures performed by the Contractor at these cemeteries shall

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reflect this nation's concern for those interred there. For this reason, the Contractor's strict adherence to the specifications shall be required and shall be essential.

A.4 CEMETERY LOCATION:

These services will be performed at the following location:

1. Biloxi National Cemetery, 400 Veterans Avenue, Bldg. 1001, Biloxi, MS 39531-2410

Bidders are strongly encouraged to visit the site and see the actual conditions. Failure to visit the site will not be grounds for claiming differing site conditions after award. You may contact the cemetery at (228) 388-6668 to sign up for the pre-bid inspection and for directions to the site.

A.5 BILOXI NATIONAL CEMETERY:

Eighteen (18) large trees (Over 40 feet in height) and Thirteen (13) medium tree (40 feet and under in height) are to be trimmed/pruned. Four (4) large trees (Over 40 feet in height) and One (1) medium tree (40 feet and under in height) are to be removed. Work to be done to trees and stumps, as indicated on the accompanying Tree Work Sheet (noted as Attachment A).

A.6 This line not used in this contract – reserved for additional work sites.

A.7 This line not used in this contract – reserved for additional work sites.

A.8 GENERAL REQUIREMENTS AND STATEMENT OF WORK:

A.8.1 CERTIFIED ARBORIST:

A "Certified Arborist" shall serve as the "site manager" for this contract and will 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 Certified Arborist must have not less than three (3) years experience as a direct supervisor of a commercial tree maintenance operation that included removal, trimming, and stump removal in commercial, industrial, or public sites. The Certified Arborist 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. The certified arborist must be certified by International Society of Arboriculture, or other acceptable national or state certifying agency, society, or association.

A.8.2 TREE REMOVAL/STUMP GRINDING:

A.8.2.1 Existing trees and stumps indicated on the Tree Work Sheet (See Attachment A) for removal shall be cut down under the instruction/guidance of a Contractor provided Certified Arborist.

A.8.2.2 All trees shall be topped prior to falling and all limbs over 3 ½" in diameter must be lowered to the ground by ropes. The Contractor shall take every precaution to prevent any falling branches or trees from damaging any headstones, adjacent plant material or structures

A.8.2.3 The stumps are to be ground to a minimum of 6" and a maximum of 8" below soil level, or to the lateral roots, if reached before the specific depth. The Contractor shall never grind the stumps to the depth that would interfere with the roots of any adjacent tree(s) that the Government will retain. The cavity of the stump is to be filled with high quality, weed free topsoil and tamped to meet the existing grade.

A.8.2.4 All wood chip particles and debris from the tree and stump removal shall be cleaned up thoroughly and removed from the cemetery grounds.

A.8.2.5 Any damage or breakage during the performance of these services by the Contractor shall be repaired, replaced, given remedial and/or corrective treatment and cleaned up by the Contractor at the Government's satisfaction and at no additional cost to the Government.

A.8.3 PRUNING/TRIMMING STANDARDS:

A.8.3.1 The Contractor is responsible to ensure that all pruning cuts shall be made just outside the collar or shoulder ring (branch bark ridge/swollen trunk collar) close to parent stem so that healing can readily start under normal conditions.

A.8.3.2 The Contractor is responsible to ensure that when reducing the tree height and spread, he/she shall retain the natural shape of the tree by removing the entire lateral branches back to their point of origin also known as drop crotching, or thinning.

A.8.3.3 The Contractor is responsible to ensure that all limbs one inch in diameter or over must be pre-cut to prevent splitting. All branches and/or tree material 3 1/2" in diameter or larger shall be lowered by proper lowering methods, such as using ropes.

A.8.3.4 The Contractor is responsible to ensure that all trees shall be pruned and shaped to retain the trees natural crown characteristics and patterns.

A.8.3.5 The Contractor is responsible to ensure that all trees shall have the live branches removed to permit penetration of sunlight and circulation of air through the canopy in conjunction to the aesthetic appearance, natural crown characteristics, and growth patterns.

A.8.3.6 The Contractor is responsible to ensure care when removing living and/or dead crossed or rubbing branches, where practicable, so the removal will not leave large holes in the aesthetic appearance, natural crown characteristics and growth patterns of the tree.

A.8.3.7 The Contractor is responsible to ensure that, when pruning trees known to be diseased or susceptible to diseases, tools are disinfected with alcohol after each cut and between trees, where there is known to be danger of transmitting the disease on the tools.

A.8.3.8 The Contractor is responsible for reporting to the COR all of the following conditions: when old scars are not healing properly; where callus growth is not already established; visible girdling roots, and when there are any structural weaknesses such as but not limited to decayed trunk or branches, and split trunk/branch crotches.

A.8.3.9 The following methods of pruning are NOT acceptable therefore, the contractor is responsible to ensure that these methods are never performed: topping, stubbing, de-horning, and pollarding.

A.8.3.10 The Contractor is responsible to ensure that in lifting the bottom branches of the trees for under clearance, care shall be given to symmetrical appearance, esthetic appearance, natural crown characteristics and growth patterns of the trees.

A.8.3.11 In general, the Contractor shall ensure when reducing the size of a tree and with respect to retaining the tree's natural crown characteristics and patterns, not more than 1/4 of the total area shall be reduced at a single operation, unless instructed in writing to do so by the COR.

A.8.3.12 The Contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill or recycling center, unless otherwise directed in writing by the COR.
NOTE: The Government shall NOT provide receptacle(s) for disposal of debris related to this contract.

A.8.3.13 The contractor will take all necessary precautions to prevent damage to trees while performing pruning. The use of climbing spikes is prohibited, unless prior permission is obtained from the COR in writing, and on a tree by tree basis. This permission will only be granted in cases where there are no other means to access the work to be performed, as determined by the COR.

A.9 PERIOD OF PERFORMANCE:

The Contractor shall complete these services within a period of **30 calendar days** from award of contract and/or notice to proceed with work to completion.

A.10 WORK HOURS AND MEETINGS:

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. When emergency situations are caused by the Contractor, then he/she shall make arrangements with the COR to work on weekends to correct/eliminate the emergency in order to meet the period of performance. The Government shall not compensate the Contractor for emergency situations caused by the Contractor.

A.10.1 After Normal Hours On-Call/Emergency Situations:

The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR. The point-of-contact shall be available on a 24-hour basis during weekends, Federal Holidays and after normal hours of operation. The Contractor is to provide phone, pager and cell phone numbers for emergency and/or after hours situations.

A.10.2 The Contractor shall respond to all emergency requests within one (1) hour of the initial emergency call. Repairs shall be made as expeditiously as circumstances allow and/or within (24) hours upon initial emergency call. Emergency requests warrant more rapid than routine response in order to safeguard the situation and secure the parameters to ensure a safe condition. The Contractor shall keep the COR fully informed of the situation and what action will be taken to secure and correct the situation.

A.10.3 The Contractor shall coordinate with the COR daily for the purpose of establishing a work schedule and to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. These daily meetings are also an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which may vary, depending on the event. The site manager can thus assign tasks accordingly throughout the rest of the Cemetery - so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COTR may then do so.

A.10.4 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. The Contractor shall meet with the COR at the end of each day to determine work completed and ensure that work is on schedule.

A.10.5 In the absence of the COR, the Contractor shall meet with the Alternate COR and/or Grounds Foreman of this contract. The Contracting Officer's Representative (COR) for this contract shall be Mr. Stuart Baxter at (*). The Alternate COR will be Mr. James Coffell at (*)
(*) Telephone numbers will be provided upon award of contract.

A.10.6 The Contractor may be required when deemed necessary by the COR to attend a meeting with the COR or other Government personnel.

A.10.7 The Contractor's performance will be measured based on how timely and adequately he/she accomplishes and completes the weekly work schedules.

A.11 RECORD KEEPING AND REPORTING:

A.11.1 The Contractor's site manager or his designee shall provide the COR with weekly written accurate reports identifying the following: All trees per species and location that have been removed and the stump removed (stump grinding), and/or all trees per species and location that have been trimmed/pruned to completion. These lists will be provided on not less than a weekly basis, and shall identify all of the above work that took place within the previous seven days. The site manager will also provide upon request a plan of action for the upcoming week, regarding what removal and stump grinding shall occur for specific areas.

A.11.2 REQUIRED DOCUMENTATION: The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start date of these services. The Contractor gaining award shall provide the Contracting Officer copies of these required documents immediately after award of contract.

A.11.3 UTILITY LINES COMPLIANCE: Where pruning/stump grinding/tree removal conflicts with existing utility/service lines (above ground/below ground), the corresponding utilities company/cemetery staff shall be notified and the Contractor shall obtain any necessary permits/ blue prints and cooperate with the utilities company/cemetery staff to avoid any damage or liability, and provide a safe work environment for his/her employees.

A.12 GENERAL PARAMETERS:

A.12.1 The Contractor is responsible to ensure that all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

A.12.2 The Contractor shall be responsible for cleaning any cemetery structures that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures and grounds at the end of each workday. No hazardous chemicals are to be used at anytime 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.

A.12.3 At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work, unless otherwise specified by the COR. 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. NOTE: The Government shall NOT provide receptacle(s) for disposal of debris related to this contract.

A.12.4 Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor for the protection, safety, and warning of all pedestrians and vehicular traffic within the area.

A.12.5 The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other Contractors and with Government employees and shall carefully adapt scheduling and performance of work, needing any direction, it shall be provided by the COR. The Contractor is 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 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.

A.12.6 The Contractor shall not operate trucks, tractors, and other heavy equipment on any turf area except when authorized in writing by the COR.

A.12.7 Due to the sensitive mission of the cemetery, the work often requires contact with, and exposure to, grieving individuals. Contractor personnel must exercise and exhibit absolute decorum, composure and stability at all times.

A.12.8 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 Department of Veterans Affairs facilities used by Contractor's employees.

A.12.9 Electricity and water will be furnished by the Government.

A.12.10 The COR may designate an area for the Contractor to use to store a limited amount of supplies or equipment, if available.

A.12.11 The COR will designate an area for Contractor employees to take lunch and other breaks.

A.13 DAMAGE TO GOVERNMENT PROPERTY:

A.13.1 Contractors shall be responsible for replacement of any cemetery structure, to include: turf, curb, road pavement, headstone or marker, valve boxes, control markers, sprinkler heads, which is chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed COR prior to repair/replacement/installation.

A.13.2 At the Government's discretion, the Contractor shall either repair or replace the property, or reimburse the Government the full amount for all property damage(s). The Contractor shall be aware that Government property - beyond standard structures and equipment - also includes headstones, monuments, trees, beds, and turf (i.e., wounded trees or damaged turf).

A.14 WORK ENVIRONMENT:

All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Inclement weather will not be considered an excusable delay in meeting specifications. The Contractor shall work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government.

A.15 CONTRACTOR-FURNISHED ITEMS:

A.15.1 The contractor is responsible for supplying all equipment, personnel, tools, supplies and materials to perform these services.

A.15.2 Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the Contractor and shall be consistent and fully compliant with all applicable Federal, State, County, and City laws, ordinances and regulations.

A.15.3 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.

A.15.4 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.

A.15.5 The Contractor is responsible for ensuring that all of his/her motor vehicles and equipment meet State of Mississippi inspection, safety, licensing, registration, and insurance requirements.

A.15.6 In case the Contractor requires water and/or electricity to perform these services, the Contractor shall provide and maintain at his/her expense, the necessary service lines from the Government outlets 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.

A.15.7 The Contractor shall provide his/her own REFUSE FACILITIES. The Contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill or recycling center, unless otherwise directed in writing by the COR. The Government shall not provide receptacles for disposal of debris as a result of the services provided under this contract.

A.16 CONTRACTOR CONDUCT: Contractor personnel shall:

A.16.1 Be required to adhere to the following standards of dress, conduct, supervision and training while performing work on Government property. It shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. Contractor shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices.

A.16.2 Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor’s business attire, are prohibited. Uniforms are acceptable.

A.16.3 Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.

A.16.4 The Contractor/personnel shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at anytime on Government premises. Playing radios and/or electronic games/devices, shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees will 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 visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.

A.16.5 Consume food and beverage only within areas designated by the COR. Intoxication, and violence or criminal acts of any kind will not be tolerated - and is cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs is strictly prohibited, and use of tobacco products is only allowed in specific areas designated by the COR.

A.16.6 Contractor employees shall only take breaks/rest periods and lunch breaks at the Contractor Staging Area, not in the field. Workers are to utilize contractor provided temporary chemical toilet facilities located only in the Contractor Staging Area. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

A.16.7 Worker parking: All contractor employees are to park only in the COR approved Contractor Parking 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.

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A.16.8 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.

END SEC. A

SECTION B - DOCUMENTS, EXHIBITS OR ATTACHMENTS

EXHIBITS

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|---------|---|--|
| Exhibit | A | Tree Work Sheet for Biloxi National Cemetery |
| Exhibit | B | Site Map for Biloxi National Cemetery |

Biloxi National Cemetery - Tree WorkSheet FY 18

EXHIBIT"A"

Line item	Section	Location	Species	DBH	Height	Maint. Req.
1	L	105B	Oak	32	Over 40'	Remove
2	K	377	Oak	17	40' and uner	Remove
3	E	209U	Oak	16	Over 40'	Remove
4	E	85C	Oak	26	Over 40'	Remove
5	E	88	Oak	35	Over 40'	Remove
6	JJ	301	Oak	34	Over 40'	Trim/Prune
7	JJ	353	Oak	55	Over 40'	Trim/Prune
8	JJ	546	Oak	21	Over 40'	Trim/Prune
9	JJ	546A	Oak	12	40' and under	Trim/Prune
10	JJ	36	Oak	11	40' and under	Trim/Prune
11	JJ	242	Oak	17	40' and under	Trim/Prune
12	JJ	329	Oak	10	40' and under	Trim/Prune
13	JJ	497	Oak	11	40' and under	Trim/Prune
14	II	20	Oak	12	40' and under	Trim/Prune
15	II	12	Oak	14	40' and under	Trim/Prune
16	II	1	Oak	10	40' and under	Trim/Prune
17	II	121	Oak	13	40' and under	Trim/Prune
18	II	721	Oak	11	40' and under	Trim/Prune
19	KK	79	Oak	22	Over 40'	Trim/Prune
20	KK	80	Oak	28	Over 40'	Trim/Prune
21	5B	3 8	Oak	22	Over 40'	Trim/Prune
22	F	147	Oak	16	40' and under	Trim/Prune
23	H	136	Oak	31	Over 40'	Trim/Prune
24	H	93A	Oak	38	Over 40'	Trim/Prune
25	H	93C	Oak	22	Over 40'	Trim/Prune
26	H	93J	Oak	32	Over 40'	Trim/Prune
27	H	93J A	Oak	22	Over 40'	Trim/Prune
28	F	29D	Oak	51	Over 40'	Trim/Prune
29	F	90F	Oak	30	Over 40'	Trim/Prune
30	F	295	Oak	33	Over 40'	Trim/Prune
31	F	485	Oak	18	40' and under	Trim/Prune
32	F	484	Oak	15	40' and under	Trim/Prune
33	E	5 D	Oak	19	Over 40'	Trim/Prune
34	E	185B	Oak	32	Over 40'	Trim/Prune
35	E	79	Oak	27	Over 40'	Trim/Prune
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MAP OF THE BILOXI NATIONAL CEMETERY

400 VETERANS AVENUE, BILOXI, MS 39531

