

ATTACHMENT A - PERFORMANCE WORK STATEMENT

1. GENERAL INFORMATION

- 1.1. This is a performance-based contract for cemetery grounds maintenance services at Dallas-Fort Worth National Cemetery, Dallas, Texas and hereafter referred to as DFW or "Cemetery." The overall responsibility of the Contractor is to perform grounds maintenance to include plan, coordinate, organize, manage, and perform the activities of mowing and trimming; trimming around headstones, edging around flat markers; curb/sidewalk edging; weed control; providing fertilizer; and associated services described herein required to maintain a healthy and aesthetic appearance of the Cemetery grounds. The Cemetery is located at 2000 Mountain Creek Parkway, Dallas, Texas, 75211.
- 1.2. This Performance Work Statement describes the basic objectives of the Dallas-Fort Worth National Cemetery Grounds Maintenance Program. 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 Attachment 1.

1.3. The National Cemetery Administration Mission.

- 1.3.1. 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, Performance Work Requirements Summary and Guidance Specifications shall be required and shall be essential.

1.4. Background.

- 1.4.1. 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.
- 1.4.2. 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 at the Contractor's discretion 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.
 - 2.2. Services include, but are not limited to, mowing, trimming (features and headstones), edging (features and flat markers), weed control, providing fertilizer, 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.
 - 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 Performance Work Statement (PWS), 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).
- 2.4. Contract Objectives.**
- 2.4.1. To use an innovative and creative technical approach to manage the Cemetery grounds maintenance operation at the Dallas-Fort Worth 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 perform to its Technical Performance Approach focused on criteria designed to maintain healthy grass and a clean, neat and professional grounds appearance overall.
 - 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. DESCRIPTION OF SERVICES:

3.1. Improved Grounds Mowing. The Contractor shall mow all Improved Grounds to look well-manicured, with a neat and professional appearance at all times. Improved Grounds are visually prominent and medium visual impact areas requiring more frequent maintenance, such as burial areas, high visibility specialty areas, and non-burial areas (see Attachment 6, *Definitions*). All Improved Grounds shall be maintained in the same manner as a high quality residential lawn under contract from a professional lawn maintenance service. This generally requires a complete mow/trim cycle every week during the growing season (April through September). Mowed areas shall be uniform in appearance, free of skips, gaps, scalping, rutting, bruising, and uneven and rough cutting.

- 3.1.1. The Contractor shall maintain grass height at a height within one (1) inch (+/-) of that which is professionally recommended for the recommended grass type for the Dallas-Fort Worth geographic region and as directed by the COR. Optimally, the height should be no more than one-half an inch ($\frac{1}{2}$ ") above the recommended range for the type of turf at the Cemetery as directed by the COR. The typical acceptable height ranges between 1 and 3 inches; however, the COR, with input from the Memorial Service Network (MSN) Agronomist, may direct the Contractor on the particular height to mow at any given time depending on weather conditions.
- 3.1.2. The Contractor shall be required to pick up, collect and dispose of debris and trash (see Attachment 6, *Definitions*), natural and manmade, prior to and after mowing/trimming any area.
- 3.1.3. The Contractor shall identify, move and replace all floral or commemorative items to their original locations as necessary while performing mowing/trimming services.
- 3.1.4. The Contractor shall keep all headstones, flat markers, monuments, roadways, walkways (inside and out), flagpole bases, public visitor areas including at the Committal Shelter, or other non-turf areas free of clipping or edging deposits. Clippings shall be mechanically blown or swept onto nearby turf areas when possible, or collected and disposed of on the same day as the mowing, trimming, or edging event that produced them. At no time is freshly mowed grass to be blown onto headstones
- 3.1.5. The Contractor shall immediately remove and dispose of, or mulch clearly visible clumps of grass clippings on top of the turf to prevent the appearance of windrows.
- 3.1.6. The Contractor shall use commercial grade rear-discharge mowers or commercial grade mowers with mulching decks only. The Contractor shall use properly maintained and adjusted cutting equipment to prevent streaks or irregularities, uneven cutting, plowing, or gouging of the soil. Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. Riding mowers may be used if they are not operated within two (2) inches of markers, monuments, tree trunks or other vertical surfaces.
- 3.1.7. All mowing equipment shall be cleaned before unloading or mowing at the Cemetery to reduce the risk of introducing contaminant weed seeds into the Cemetery turf. No equipment shall be cleaned on Cemetery property.

- 3.1.8. The Contractor shall hand mow new seed/sod areas (present at all newly buried gravesites, second interment gravesites, and repaired gravesite locations) until they are fully established to the point where they will not be damaged by riding mowers.
 - 3.1.9. The Contractor shall be familiar with and utilize different mowing patterns and shall change direction, change patterns, and vary mower wheel width patterns after each mowing thereby reducing turf wear, prevent wheel rutting, and provide a neater appearance. All mowing around trees will be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf.
 - 3.1.10. There may be periods of excessive rainfall when the Contractor cannot access areas for mowing due to excessive wetness. The COR has the authority to stop work if weather conditions are such that work that day will do more damage than good to the Cemetery grounds. During these periods, the Contractor shall be expected to ensure the grass is cut in less than a week’s time once grass is suitable for mowing.
- 3.2. Trimming.** The Contractor shall trim grass and vegetation around vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment to match surrounding area grass height within Improved Grounds. Streaks or irregularities, uneven cutting, plowing, or gouging of the soil is unacceptable. The vertical surfaces to be trimmed include headstones, flat markers, 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.
- 3.2.1. The Contractor shall trim turfgrass surrounding headstones and flat markers to its recommended height for the type of turf at the Dallas-Fort Worth National Cemetery after each mowing cycle.
 - 3.2.2. The Contractor shall trim all areas concurrent with mowing. Trimming operations of all non-mowed turf areas shall be considered a part of mowing. The Contractor shall mow first, followed by trimming.
 - 3.2.3. The Contractor shall remove or mulch grass clippings when visible after trimming, before leaving work area.
 - 3.2.4. The Contractor shall exercise caution to avoid contact with headstones, markers, monuments, building walls, trees, shrubs, flowers, any other desirable plant materials, or any other structure than can be damaged by contact with the trimming device’s cutting instrument.
 - 3.2.5. The Contractor shall use commercial grade power trimmers and power edgers to trim grass from around headstones, flat markers, monuments, and section markers. The Contractor shall use trimmers with a plastic blade attachment to cleanly trim edges around all headstones and flat markers, monuments, and section markers or as otherwise approved by the COR.
- 3.3. 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. The exact dates will be provided by the COR.

3.4. Flat Marker Blade Edging. The Contractor shall **edge** turf perpendicular to the outside perimeter (edge) of flat grave markers to remove all grass/vegetation that is growing around or over the entire outside perimeter of the flat grave markers **during each mow/trim cycle**. 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. No metal blades shall be used to edge around flat markers. The Contractor shall exercise caution not to chip flat markers with blades. Flat markers are grouped together in the same burial sections.

3.5. Weed Control. The Contractor shall control broadleaf and grassy weeds through execution of a weed control program appropriate for the area, in accordance with NCA Handbook 3410, *Integrated Pest Management Procedures for VA National Cemeteries*, and current federal, state, and local regulations. The Contractor shall comply with all applicable parts of 29 Code of Federal Regulations (CFR) 1910, *Labor, Occupational Safety and Health Standards*; 29 CFR 1925, *Labor, Safety and Health Standards for Federal Service Contracts*; 40 CFR 150-189, *Protection of Environment, Pesticide Program*; and 49 CFR 171, *Transportation, General Information, Regulations, and Definitions*.

3.5.1. The Contractor shall control weeds through broad and selective applications of herbicide. The herbicide program, in general, shall consist of two (2) pre-emergent herbicide applications and three (3) post-emergent herbicide applications per contract year. The table below serves as a guideline for when the herbicide applications shall be made:

Table 3.5. General Schedule for Herbicide Applications

Pre-Emergent Application #1	Late Winter/Early Spring – exact timing of application based on soil temperature and weather conditions. Prior approval from COR required before application.
Pre-Emergent Application #2	Late Summer/Early Fall – exact timing based on soil temperature and weather conditions. Prior approval from COR required before application.
Post-Emergent Application #1	Early Spring/Mid Spring – exact timing based on weed development. Prior approval from COR required before application.
Post-Emergent Application #2	Early Summer/Mid Summer – exact timing based on weed development and residual period of Post-Emergent Application #1. Prior approval from COR required before application.
Post-Emergent Application #3	Late Summer/Fall – exact timing based on weed development and residual period of Post – Emergent Application #2. Prior approval from COR required before application.

3.5.2. The Contractor shall be responsible for repeat, follow-up, and/or spot spray herbicide applications between scheduled sprays, which are deemed necessary by the COR due to an ineffective application, in order to control and maintain a generally weed-free Cemetery. These repeat, follow-up, and spot spray treatments shall be provided at no additional charge to the Government.

- 3.5.3. The herbicides used by the Contractor shall be specifically labeled for control of weeds in the turf at the Cemetery. The Cemetery turf is pre-dominantly Hybrid Bermuda. The herbicide shall be selected and applied in a manner that does not harm, damage, or kill the turf in any way.
- 3.5.4. The herbicide applications shall be applied directly by or under the supervision of a current commercially licensed State Certified Pesticide Applicator. All applications shall be performed as per the Rules and Regulations of the Texas State Department of Agriculture.
- 3.5.5. Either the COR will notify the Contractor prior to each application as needed or the Contractor shall contact the COR (in person, in writing, or by telephone) for permission to spray at least three (3) days in advance of each and any application. The COR will coordinate each spray application with the Contractor. The Contractor shall be responsible for the proper timing of each application so that the highest resulting weed control for that application will be attained.
- 3.5.6. The Contractor shall be responsible for specifically following all label directions on the bag/container of herbicide at all times. This includes, but is not limited to, all safety, mixing, weather conditions, and application directions and information.
- 3.5.7. The Contractor shall always mix and apply herbicide so as to provide optimum control of target weeds, according to label directions.
- 3.5.8. The Contractor shall provide to the COR, in writing, a list of all herbicides, mixes, and related surfactants or other chemicals, along with the amount of product per acre, percentage of solution, and/or application rate per 1000 square feet (and/or per acre), prior to any and all applications being performed. The Contractor shall also provide the COR with a copy of the label and the Safety Data Sheet (SDS) for any and all herbicides and other chemicals or surfactants, prior to any and all applications being performed. The Contractor shall NOT begin any application without providing this information to the COR, and obtaining the approval of the COR to proceed.
- 3.5.9. A written record of the application shall be delivered to the COR immediately following the application, whether completed or not, before leaving the Cemetery on the day of any application. The written record shall show the following information:
 - 3.5.9.1. The name of the company and the names and titles of the company's staff that performed the application.
 - 3.5.9.2. All areas treated on that particular day of application.
 - 3.5.9.3. The chemicals used on that particular day of application.
 - 3.5.9.4. The temperature during the time of application, and the average wind speed during the time of application.
- 3.5.10. All Contractor personnel shall be properly clothed and wearing proper safety equipment during any and all applications.

- 3.5.11. All mixing of chemicals and filling of tanks shall be performed off-site or only in appropriate area(s) of the Cemetery as determined by the COR.
- 3.5.12. Performance of work shall not impede nor disturb any burial or memorial service, or burial operation at any time. Work shall not take place within 1,000 feet of a committal shelter during a service, or during a ceremony in the Cemetery.
- 3.5.13. The Contractor shall coordinate with the COR any watering requirements to activate chemicals, as needed. The Cemetery will schedule and perform this watering requirement.
- 3.6. **Fertilization Program.** The fertilizer program shall consist of three applications per year according to the following schedule:

Table 3.6. General Schedule for Fertilizer Applications

Fertilizer Application #1	Spring – upon order and approval of the COR, after turf has emerged from winter dormancy, has new green flush growth, and has been mowed 1 to 2 times. This is usually in the March-April time period.
Fertilizer Application #2	Summer – upon order and approval of the COR – usually in the May-June time period.
Fertilizer Application #3	Fall – upon order and approval of the COR – usually in the August-September time period.

- 3.6.1. The fertilizer shall be a 3-1-2 or 4-1-2 ratio (N-P-K) complete fertilizer with 30% to 50% slow release nitrogen. The current formulation used at Dallas-Fort Worth NC is a 21-7-14. The fertilizer shall contain micro nutrients. The fertilizer can be a different analysis than 21-7-14 as long as it is approved by the COR and MSN Agronomist prior to application.
- 3.6.2. All fertilizer applications shall only be applied after being ordered by the COR. The Contractor shall schedule to apply fertilizer on the days ordered and agreed to by the COR.
- 3.6.3. The fertilizer shall be applied according to the manufacturer's instructions. The fertilizer shall be applied at a rate to achieve 4 to 5 pounds of N (nitrogen) per 1000 square feet per year.
- 3.6.4. The fertilizer application equipment shall be correctly calibrated and the application made to achieve a uniform distribution of the fertilizer throughout the application area.
- 3.6.5. The Contractor shall ensure that the fertilizer is properly watered in by coordinating the watering schedule with the COR.
- 3.6.6. The Contractor shall make sure that all headstones, flat markers, monuments, sidewalks, patios, and other like surfaces are free of fertilizer granules immediately after the application and before watering in of fertilizer occurs. This shall aid in avoiding staining of surfaces.
- 3.6.7. The Contractor shall be responsible for removal of any staining, marking, of headstones, flat markers, monuments, sidewalks, patios, and other like surfaces that occurs as result of a fertilizer application made by the contractor.

- 3.6.8. The Contractor shall schedule the fertilizer application with the COR and only apply once given approval by the COR. The Contractor shall give the COR a minimum one week notice prior to application.

4. **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.

- 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 not less than five (5) years' 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 Work Areas.

- 4.4.1. The Contractor shall perform a weekly inspection. During this inspection the appearance of the work areas 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. 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.	As Revised	Per Contracting Officer direction
Pesticide Applicator Certification(s)	For each applicator	Prior to herbicide application
Herbicide Information Sheet and Safety Data Sheets	With each new product	10 calendar days prior to chemical use
Fertilizer Information Sheet and Safety Data Sheets	With each new product	Upon chemical delivery
Chemical Application Log	Daily	Before close of business, same day as application
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.