

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

A1. BACKGROUND

Cypress Hills National Cemetery and the Union Plot and Mount of Victory plot in the Cypress Hills private cemetery are satellite cemeteries under the supervision of the Long Island National Cemetery. Cypress Hills National Cemetery is one of 14 national cemeteries established in 1862 and is listed on the National Register of Historic Places. Cemetery grounds encompass approximately 18.2 acres of land.

Both Cypress Hills National Cemetery and the Union & Mount Victory plots are National Shrines that honor our Veterans with a final resting place and lasting memorials that commemorate their service to our Nation. Each cemetery receives visitors and standards of maintenance & appearance must reflect the Nation's concern for those interred there. Because of the special significance and attention each cemetery receives from the public, strict adherence to contract specifications, terms and condition are essential.

A.2 CONTRACT DEFINITIONS / ACRONYMS

- (a) Business Hours & Days of Operation: Normal cemetery business hours / days of operation are 8:00AM to 4:30PM, Monday through Friday, excluding Federal Holidays.
- (b) Contracting Officer (CO): VA official with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer will delegate one or more representatives to serve as the Contracting Officer's Technical Representative (COR). All administrative functions remain with the VA Contracting Officer.
- (c) Contracting Officer's Technical Representative (COR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.
- (d) Cemetery Director (Administrator / Management Official): The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying veterans and eligible family members, and maintaining cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight.
- (e) Contractor: The term "Contractor" as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.
- (f) National Cemetery Administration (NCA) Operational Standards & Measures: Provides standards for performance in the key cemetery operational areas of Interments, Grounds Maintenance,

Headstones, Markers and Equipment & Facilities Maintenance. A copy of NCA Operational Standards will be provided to the Contractor by the COR.

- (g) NCA Turf & Landscape Handbook 3420: Outlines procedures for the proper establishment and care of turf-grass in VA National Cemeteries. A copy of the handbook will be provided to the Contractor by the COR.

A.3 GENERAL REQUIREMENTS

- (a) Contractor shall furnish all supervision, labor, materials, tools, supplies and equipment necessary to provide mowing, trimming and trash / debris removal services at the Cypress Hills National Cemetery and the Union & Mount Victory plots as specified herein.
- (b) All work shall be performed during normal cemetery hours of operation (8:00am - 4:30pm local time / Monday thru Friday - excluding Federal Holidays). Work performed outside of normal work hours will be at the discretion and approval of the VA Contracting Officer's Technical Representative (COR).
- (c) The Director of Long Island National Cemetery located at 2040 Wellwood Ave. Farmingdale, NY is responsible for both Cypress Hills and the Union & Mount of Victory plots and will be available to the Contractor for questions and/or clarifications concerning the work requirements this contract.
- (d) Places of Performance:

Cemetery	Location
Cypress Hills National Cemetery	625 Jamaica Ave, Brooklyn, NY 11208
Union & Mount of Victory Plots	Located in the private Cypress Hills cemetery section, which is next to Cypress Hills National Cemetery.

A.4 TECHNICAL SPECIFICATIONS

The following index of services briefly describes the work involved. All services described in the Schedule, including Technical Specifications, Addenda, Terms, Conditions and Clauses of the contract shall form the complete requirement.

Section:	Description
A.4.1	Mowing, Trimming & Edging
A.4.2	Trash, Debris & Leaf Removal
A.4.3	Headstone Cleaning
A.4.4	Fall Leaf Cleanup
A.4.5	Tree Pruning / Removal
A.4.6	Snow Removal
A.4.7	Raising & Lowering of United States Flag

A.4.1 MOWING, TRIMMING & EDGING

(a) SCOPE:

The Contractor shall be responsible for mowing, edging, and trimming all grass within the Cypress Hills National Cemetery and the Union & Mount of Victory plots located within the private Cypress Hills Cemetery. Both sites encompass approximately 18.0 acres of lawn area.

(b) NCA STANDARDS:

(i) Standard 2.1c: 95% of turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type of turf and region.

(ii) Standard 2.6: Turf surrounding a headstone or marker is trimmed to its recommended height.

(c) PROCEDURES:

(i) Equipment: The Contractor shall use rear-discharge mowers only. Riding mowers may be used if they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces. Commercial grade power trimmers and power edger will be used to trim grass from around headstones, monuments, markers, etc.

(ii) Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. The height of grass is what is measured to get the correct cutting height. The cutting height of all mowing equipment shall be set to maintain a turf height of three inches (3.0" – 3.5"). At no time will more than one and a half inches (1.5") of new growth be removed during any single mowing.

(iii) Mowing: The Contractor shall mow all turf areas beginning on April 15th or when turf has come out of winter dormancy and is actively growing. Mowing shall be accomplished on a weekly cycle (or as otherwise directed by the COR). If grass clippings are evident, the Contractor shall remove and dispose of the clippings at no extra cost to the Government. Mowing shall conclude on November 30th.

(iv) Trimming: In conjunction with mowing, trimming of un-mowed grass areas will commence on April 15th or the first workday thereafter. The base of headstones, trees, monuments, markers, buildings walls, fences, signs and other vertical surfaces shall be trimmed weekly (or as otherwise directed by the COR). The trimming shall conclude on November 30th.

Note: All un-mowed grass around headstones, monuments, markers, and other vertical surfaces shall be trimmed to keep the grass at the prescribed three-inch (3.0") height standard. Special care will be taken not to scalp between or around headstones and other vertical surfaces.

(v) Edging: From April thru November, all streets, curbs, walkways, tree wells, shrub and flower beds shall be edged at a minimum of once monthly (or as otherwise directed by the COR). Edging shall provide a clear zone 1/2 "wide by 1" deep with all vegetation removed from joints and cracks. Damage to asphalt / concrete shall be avoided.

(vi) Memorial Day & Veterans Day Ceremonies: Unless otherwise requested by the COR, edging of cemetery grounds shall be performed within one (1) week prior to the Memorial Day weekend, and one (1) day prior to Veterans Day (November 11th).

(vii) Any clippings deposited on roadways or other non-turf grass areas will be removed the same day as the mowing event that produced them. Any clippings deposited on sidewalks or at public visitor areas including at the Committal Shelter areas will be removed at same time mowing work is occurring.

(viii) Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear providing a cleaner cut. Contractor shall clean all mowing and trimming equipment before unloading at the cemetery. This will minimize the possibilities of weed contaminates to cemetery turf from outside mowing areas. The contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc. while performing mowing services.

(ix) The Contractor will remove and replace all floral or commemorative items, etc. to their proper place while performing mowing services. The Contractor shall repair or replace all damaged items caused by the contractor at no additional cost to the cemetery as directed by the COR.

(x) New seed/sod may be present at any newly buried gravesites, second interment gravesites, and repaired gravesite locations. New sod or seed will be hand mowed until it is fully established to the point where it will not be damaged by riding mowers. All mowing around trees will be accomplished in a manner that prevents a "ringing pattern" around the tree and associated damage to turf. Contractor shall vary wheel-width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.

(xi) Turf in burial and public areas should be maintained at a height within one-inch range of that which is professionally recommended for the recommended grass type for that geographic region. Optimally, the height should be no more than half an inch above that range. For example, the height of Kentucky Blue / Perennial Rye grass should be between 3.0" and 3.5". Grass is trimmed on borders.

(xii) Edging: Edge all curbs, walkways, roadways permanent building / structure lines, tree wells and shrub beds within the cemetery area. COR will conduct random inspections of edging weekly.

(xiii) The walkways (inside and out), flagpole bases, interment area, and roads will be cleaned of any grass clippings and leaves after mowing, weed eating, edging, and trimming.

A.4.2 TRASH, DEBRIS & LEAF REMOVAL

(a) SCOPE:

(i) Work consists of collecting and removing all trash, dead or unsightly flowers, tree limbs, dead leaves, as well as any other debris within Cypress Hills National Cemetery and the Union & Mount of Victory plots.

(ii) Pre-scheduled monthly floral pick-ups will take place at both sites on dates specified in the cemetery Floral Regulations Handout. A copy of the handout will be provided to the Contractor.

(iii) Trash, debris and leaf removal at Cypress Hills National Cemetery and the Union & Mount of Victory plot includes all areas within the cemetery property lines and outside surrounding areas and walkways from the wall to existing roads.

(b) NCA STANDARDS:

(i) Standard (2.3): All turf is free of debris (i.e., leaves, fallen branches and trash).

(ii) Standard (7.2): Trash is collected, disposed of and does not detract from cemetery appearance.

(c) PROCEDURES:

- I. All trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs will be removed from the Cypress Hills National Cemetery a minimum of once per week (or as otherwise authorized by the COR not to exceed 3 time per week). All grave decorations will be removed weekly or as needed.
- II. All trash, debris, contents of trash cans, dead or unsightly flowers and fallen tree limbs will be removed from the Union & Mount of Victory plots once per week.
- III. Dumpster placement areas are not available at either cemetery. The Contractor will provide all labor, equipment and transportation necessary for the collection, removal and disposal of trash & debris with each scheduled grounds clean-up.
- IV. Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- V. All walkways, roads, and parking areas will be swept prior to interment services or on a weekly basis.
- VI. Storm Clean-Up (wind, rain, hail, snow, ice, etc.): Cemetery should be checked and cleaned up next working day following the storm unless the extent of the storm prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.

A.4.3 HEADSTONE CLEANING

(a) SCOPE: Work consists of making sure that headstones are clean and free of any objectionable debris or staining.

(b) NCA STANDARDS:

(i) Headstones, markers & niche covers are clean, free of debris and objectionable accumulations.

(c) PROCEDURES:

(i) All temporary markers, floral, commemorative or other types of decorations (arrangements) causing interference with the cleaning of upright headstones /markers will be carefully and orderly moved from and upon completion of the cleaning of the headstones / markers, moved back to the gravesite by the Contractor.

(ii) Cleaning Techniques will demonstrate a clear understanding of, and the sensitivity to, such environmental issues as ground water contamination, wetlands, etcetera and will be consistent and fully compliant with all applicable Federal, State and County laws, ordinances and regulations. General requirements for application of the cleaning product:

1. As of June 2012, D/2 Biological Solution is the only authorized cleaner of marble headstones and markers at national cemeteries. General background on the use of this product can be found at the following website, but information in that report shall not be submitted for requirements in the contract: <http://ncptt.nps.gov/wp-content/uploads/Best-Practices-Final.pdf>.

2. Clean water will be used to wet the stone prior to washing, to apply the cleaning product and to rinse the stone after washing. Once the stone is wet, cleaning techniques with water will include low pressure water spraying with the wand affixed with a fan tip. The distance between the fan tip and the headstone surface shall be a minimum of 12".

3. When water under pressure is used, such pressure will not be greater than 500 psi and work will be accomplished in a manner that does not cause any etching of the stone surface to occur. A test cleaning will be done in an inconspicuous area of a headstone (based on age and or style) and approved by the COR prior to cleaning all like headstones and markers. The older the headstone or marker the more likely that power washing can cause damage, lower psi (up to 200 psi) is recommended.

4. Hand scrubbing may be used as needed. If manual agitation is necessary to remove soiling, only a soft bristle (synthetic or natural) brush shall be used; metal or stiff plastic shall not be used because it can scratch the stone.

5. Rinsing: Thoroughly rinse the headstone or marker surface using clean, clear water under low pressure or without pressure.

6. Site disturbance: If water used in cleaning should soften the soil around the base of the headstone or marker so it is loosened, care will be taken not to tip the headstone out of plumb or alignment.

7. Care will be taken to protect the turf area from damage. Any turf damaged by the Contractor will be restored at Contractor's expense. Upright headstones will be set and anchored firmly in place with no movement from forces subjected by the COR or inspector after cleaning has been completed.

(iii) APPLICATION OF D/2 BIOLOGICAL SOLUTION

1. After wetting the headstone or marker in accordance with paragraph (ii) above, apply a heavy spray application of "undiluted D2 Biological Solution" cleaner to all sides of the headstone. Do not dilute the cleaner with water.

2. Allow D/2 to soak into the stone for 20-30 minutes. Then rinse the product from all headstone or marker surface using clean, clear water under low pressure or without pressure.

A.4.4 FALL LEAF CLEANUP

(a) SCOPE: Work consists of making sure that all leaves from deciduous trees that accumulate throughout the cemetery through the fall season are picked up and removed to provide a neat and clean cemetery appearance.

(b) PROCEDURES:

- I. Due to the high number of deciduous shade trees on the cemetery property, there are a great number of leaves and leaf debris that need to be cleaned up and removed from the cemetery during the fall and winter.
- II. Beginning weekly October 15th through December 30th, the Contractor will remove all leaves from the cemetery. Leaves will be hand raked, vacuumed, or blown by backpack style blower or a walk-behind push type machine from all turf areas and along cemetery fence lines onto the roadways and then collected and properly disposed of from the cemetery grounds and the immediate area outside the cemetery. Also, any accumulation of mulched leaves on the turf shall be removed from the cemetery. Windrows and piles of leaves in the developed land that have been accumulated due to the Contractors leaf removal operation - particularly on turf or along roads, plazas and walks shall be removed within three (3) hours of their formation. The Contractor shall remove all leaves that have fallen on turf, roads, walks, shrub beds, plazas and the areas behind the lodge along the cemetery wall - and in the gutters of all buildings and the areas between the buildings. Equipment and vehicles weighing over 6,000 lbs. (2721.55 kg) will not be permitted on the turf for leaf removal - unless done so at the discretion of the COR.

- III. As leaves on certain cemetery trees (particularly Oaks) may not begin to be dropped or fall until during the winter months after December 30th, the Contractor will schedule a final weekly leaf removal beginning March 15th to remove all remaining leaves before the beginning of the upcoming mowing season.

A.4.5 TREE REMOVAL / STUMP GRINDING / DEADWOOD TREE PRUNING

- (a) Removal and pruning of all trees shall be accomplished under the direction and guidance of an ISA Certified Arborist provided by the Contractor. All trees shall be topped prior to falling and all limbs over 3 ½" in diameter must be lowered to the ground by ropes. At no time should any branches, tree limbs or sections of the trunk be dropped to the ground or on any headstones. The Contractor will be responsible for any damage to the turf, roads or headstones caused by dropping parts of the tree directly to the ground.
- (b) Deadwood pruning will consist of the removal of all deadwood and broken branches that poses a potential risk which could result in personal injury or property damage. All broken, hanging, dead or otherwise potentially dangerous limbs will be removed to improve the structural integrity of the tree.
- (c) All stumps shall be ground to a minimum of 4" below soil level, or to the lateral roots or to a 6" depth, if possible. The Contractor shall never grind the stumps to the depth that would interfere with the roots of any adjacent tree(s) that the Government intends to retain. All grindings will then be removed from the cavity of the stump. Stump cavities will be filled with clean topsoil, firmly compacted and evenly graded. After grading has been completed the top soiled area will have grass seed (70% turf type tall fescue & 30% Kentucky blue grass) evenly applied and graded.
- (d) All wood chip particles and debris from the tree removal shall be cleaned up thoroughly and removed from the cemetery. The Contractor shall take every precaution to prevent any falling branches or trees from damaging any headstones, roadways, adjacent plant material or structures.
- (e) The Contractor shall be responsible for repair and or replacement to any damaged turf, headstones or other property.
- (f) To insure protection of headstones that are in close proximity to trees being pruned or removed, the Contractor will use covers to place over the headstones while the work is being performed. These covers will be provided by the Contractor.
- (g) Utility Lines Compliance: Where pruning / stump grinding / tree removal conflicts with existing utility service lines (above or below ground), cemetery personnel and the appropriate utility company shall be notified by the Contractor. The Contractor shall obtain all necessary permits and cooperate with the utility company to avoid any damage or liability.
- (h) Debris & Waste Removal: Removal of debris and waste away from the cemetery grounds shall be the responsibility of the Contractor. At the end of each day, the Contractor will remove all pruning / trimming cuts, tree limbs, dead branches, bush / shrub / hedge clippings and other

debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that debris and waste 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.

- (i) Communication & Coordination of Work with COTR: Contractor shall participate in regular meetings with Government personnel and other Contractors at the cemetery to coordinate contract work schedules and contract related issues. Communication with the COR is strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb Burial Services. Trucks and workers are prohibited from passing through the service area during this period.
- (j) Cemetery Activities: To cause the least possible interference with cemetery activities, contract personnel will stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony. The Site Manager will re-direct work 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 manner, the COR may then do so.

A.4.6 SNOW REMOVAL

- (a) The Contractor will be responsible for the removal of snow from all roads, sidewalks, walkways (including sidewalk that runs parallel to the cemetery along Jamaica Avenue), steps, around the lodge, restrooms, committal shelters and flagpole. Removal of snow on all sidewalks, walkways & steps will be done using snow shovels or walk behind mechanical snow throwers. The use of small tractors fitted with snow plows will not be permitted on sidewalks. Snow on cemetery roads will be removed with a truck mounted snow plow.
- (b) The Contractor will be notified by the COR when to begin the removal / treatment of these areas for snow. Treatment of these areas will also include weather occurrences that include freezing rain, ice and hail.
- (c) The Contractor will apply the proper chemical (calcium chloride only) to all the required surfaces (sidewalks, walkways, steps, building entrances) after complete removal of snow has been accomplished. The product to be applied will be provided by the cemetery and will be applied according to proper standards and specifications. Rock salt only will be applied via a truck mounted spreader to all cemetery roadways after plowing has been completed.
- (d) Contractor shall take precautions to prevent damage to buildings, roadways, sidewalks, curbing, trees, headstones and markers by equipment used to remove snow and ice.
- (e) Contractor is responsible for repairing any damage caused by equipment in the performance of snow and ice removal.
- (f) The Contractor will be expected to remove snow for a maximum of ten (10) occurrences as needed / directed by the COR. An individual occurrence of snow removal begins when the Contractor is notified by the COR to start snow removal operations and ends once snow / freezing precipitation has stopped falling and all required areas are free of snow and or ice and

safely passable for employees and visitors. If Contractor employees complete the removal process and have all required areas cleared as expected and freezing precipitation (snow, freezing rain) begins again, then this would constitute a second occurrence for snow removal.

- (g) Contractor personnel are expected to begin snow removal operations within two (2) hours after being notified by the cemetery / COR that snow removal is needed. The only reasons that Contractor personnel should be hindered from performing the snow removal operations would be in the case of extreme temperatures / weather conditions that could negatively affect the health and welfare of contract personnel or if a "State of Emergency" is declared by either local or state government requiring that only emergency / essential personnel are allowed to travel on local roads.

A.4.7 RAISING AND LOWERING OF THE UNITED STATES OF AMERICA FLAG

SCOPE: Work shall consist of raising and lowering the United States of America Flag. The flag must be lowered and raised when determined by Presidential proclamation or by the New York State Governor.

REQUIREMENTS

Upon Presidential proclamation or by direction of the New York State Governor for any specific occasion or occurrence calling for the flag to be lowered at half-staff, the Contractor will lower the flag for the specified time determined and then raise it to full staff upon completion of the designated time.

A.5 CONTRACT MANAGEMENT

- (a) Representatives of the Contracting Officer: The VA Contracting Officer will designate one (or more) representatives to serve as the Contracting Officer's Technical Representative (COR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation will be in writing and will define the scope and limitations of the COR's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.
- (b) The COR may direct and arrange the Contractor's work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations. Duties and responsibilities of the COR include day-to-day monitoring of the contract as follows:
 - (i) Providing contract oversight and technical guidance to the Contractor.
 - (ii) Placing orders for services.
 - (iii) Verification / certification of payments to the Contractor for services rendered.
 - (iv) Assuring that any changes effecting work involved, price, terms and/or conditions under the contract are not implemented before written authorization is issued by the Contracting Officer.
- (c) All administrative contract functions are the responsibility of the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.

- (d) Site Manager: The Contractor shall provide a "Site Manager" who will be on-site at all times during contract performance. The Site Manager will be responsible for the following:
- (i) Directing, overseeing and coordinating the work involved.
 - (ii) Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
 - (iii) Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
- (e) The Site Manager will re-direct work 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 COR may then do so.
- (f) Communication & Coordination of Work with COR: Communication with the COR (or designee) is strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb Burial Services. Trucks and workmen are prohibited from passing through the service area during this period.

Note: To cause the least possible interference with cemetery activities, contract personnel will stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony.

- (g) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as COR.

A.6 INSPECTION & MONITORING PROCEDURES

- (a) A record keeping system of Contractor work performance shall be established and implemented by the VA COR for the services involved. The COR will inspect all work performed and submitted by the Contractor for acceptance. The Government reserves the right to reject any / all work that does not meet contract specifications. Work rejected by the COR will be re-performed without cost to the Government.
- (b) **Weekly Progress Report:** On a weekly basis, the Contractor will provide a written progress report to the COR of all work completed at each cemetery location. (See attached progress report document), If there are problems or issues adversely affecting progress of the contract, a detailed explanation shall be indicated on the report.
- (c) **Payment:** The Contractor shall submit a monthly invoice in arrears for all services rendered. Prior to certification of payment, invoices will be verified by the COR for accuracy against all Weekly Progress Reports submitted by the Contractor for the billing period.
- (d) **Federal Holidays:** All work required under this contract will be performed during normal cemetery hours of operation. With the exception of Memorial Day and Veterans Day, work is normally not conducted on Federal holidays. The following is a list of all Federal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

A.7 CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather - other than prolonged snow cover, will not be considered an excusable delay in meeting specifications. The government expects the Contractor to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines.
- (b) The Contractor is responsible for taking all precautions to prevent damage to the cemetery, in any manner, including headstones, markers, monuments, flower bases, trees and other structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones, markers and other cemetery structures or property damaged because of actions by the Contractor and/or its personnel.
- (c) Cooperation with other Contractors: 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 other Contractors and with Government employees.
- (d) More than one Contractor may have access to storage areas designated by the COR. The government is not responsible for any costs associate with repairing or replacing Contractor(s) property while on cemetery property.
- (e) The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf areas except as provided in this contract or as authorized by the COR. The Contractor will be responsible for repairing turf damage caused by the Contractor regardless of weather conditions, and at no additional cost to the government.
- (f) The Contractor shall provide adequate safety warning devices, barricades and cover boards, etc., at all work sites to eliminate hazards from public visitors and cemetery employees at no cost to the government.
- (g) At the end of each day, the Contractor shall remove all debris from the cemetery site. At all times rubbish and trash generated by the Contractor shall be kept clear of vehicular and

pedestrian traffic throughout the site. The government shall not provide receptacles for the disposal of debris related to this contract.

- (h) The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor is responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees' fault or negligence and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of New York.
- (i) Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor will notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This will be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

A.8 STANDARDS OF EMPLOYEE CONDUCT

Contractor and Contractor personnel are required to adhere to the following standards of dress and conduct while performing work in the Cypress Hills National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C. Section 218. Contractor and Contractor Personnel --

- (a) Shall be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Shoes/boots will have no holes or loose soles. Steel-toed shoes will be required in accordance with OSHA. Contractor employees will maintain personal hygiene.
- (b) Shall not engage in loud or boisterous behavior or use profane or abusive language and show proper reverence during committal service.
- (c) Shall not eat or drink beverages except water or non-alcoholic drinks while in the work area or in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
- (d) Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.
- (e) **SMOKING is not permitted** in any buildings with the Cypress Hills National Cemetery. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area.
- (f) Use of Cemetery Facilities: The Government shall not be responsible for any loss, damage, or theft of Contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs facilities used by Contractor's employees.

- (g) Space: Based on availability of space, and at the discretion of the COR, a limited storage area may be provided. Space offered will be in "as-is" condition. Prior to making any modifications or alterations to the space, Contractor shall obtain written approval from the COR. Any such modifications or alterations shall be at the expense of the Contractor. Upon completion of the contract, the facility shall be returned to the government in the same condition as received at the expense of the Contractor, except for reasonable wear and tear.
- (h) The Government shall not provide the Contractor with any fuel storage, equipment or telephones. If available, electric and/or utilities at the designated work and storage areas may be provided for purposes of contract performance only. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.
- (i) The Contractor is responsible for safely handling any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- (j) If space is provided, only the Contractor's equipment, supplies and property necessary to perform work under this contract shall be stored at the Contractor's designated storage area. No maintenance or repair of Contractor equipment shall be done on cemetery property without the COR's approval.

A.9 SUPERVISION & TRAINING

- (a) The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required.
- (b) The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.
- (c) The Contractor is responsible for safety / precaution training of Contractor employees performing work under the contract. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.

(End of Work Statement)