

**Performance Work Statement
Mission Residences Gardening Services
U.S. Embassy Santo Domingo**

1. INTRODUCTION

The purpose of this contract is to obtain gardening and tennis court maintenance services for real property owned or managed by the U.S. Government in Santo Domingo, Dominican Republic. The Contractor shall perform the services in all designated spaces.

2. GENERAL REQUIREMENTS

The Contractor shall include all planning, administration, and management necessary to ensure that all services comply with the contract, schedules and instructions of the Contracting Officer's Representative (COR) and the Government Technical Monitor (GTM), and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, quality control, financial oversight, and maintenance of complete records and files..

2.1. LOCATION FOR SERVICES

The sites include:

Facility	Location	Square Meters
CMR	Calle Cesar Nicolas Penson #14. Esq. Plinio Pina, Gazcue	4,509
DCMR	Calle Angel Severo Cabral #33, Ensanche Julieta	1,745

2.2. MANAGEMENT AND SUPERVISION

2.2.1. **PROJECT MANAGER.** The Contractor shall designate a project manager/supervisor who understands written and spoken English and who shall be responsible for on-site supervision of the Contractor's workforce during all working hours. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have supervision as his or her sole function.

2.2.2. **SCHEDULES.** The Contractor shall be responsible for coordinating all work to be performed under this project with the Contracting Officer and the Contracting Officer's Representative. The Contractor shall maintain work schedules.

2.3. **QUALITY CONTROL.** The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR and the GTM. The COR and/or the GTM will schedule surprise inspections of the Contractor's work.

2.4. **TECHNICAL GUIDANCE.** The Contractor shall have a minimum of five years of experience in gardening and landscaping and must have a trained horticulturalist with at

least two years of experience in vegetation and lawn care on staff. The horticulturist will give technical guidance to the Contractor's work force and will develop and guide the Contractor's programs for lawn, tree and other plant care.

- 2.5. **GROUNDS MAINTENANCE PLAN.** The Contractor shall submit an annual Grounds Maintenance Plan for each location that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit a draft Grounds Maintenance plan (the requirements for the draft are the same as the requirements for the final plan) with its bid, and then the final Grounds Maintenance Plan for the base year to the COR for approval within 15 days after contract award.
- 2.6. **HAZARDOUS AND TOXIC SUBSTANCES.** It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in under this contract. The Contractor assumes all liability for damage and/ or injury for use of chemical products or equipment. All chemicals shall be applied by properly licensed personnel.
 - 2.6.1. The Contractor shall notify the COR prior to applications and advise of any danger associated with the use of these products. The Contractor shall obtain approval of the COR for all chemicals used for this contract.
 - 2.6.2. The Contractor shall supply all Material Safety Data Sheets (MSDS) for products proposed to be used to the COR as a part of the Grounds Maintenance Plan.
 - 2.6.3. The Contractor shall use herbicide spray to prevent growth in paved areas or areas where vegetated growth is not permitted.
 - 2.6.4. The Contractor shall adhere to chemical manufacturer's application, usage, and clean-up directions strictly. The Contractor shall take all precautions necessary to eliminate chemical misuse, personal property damage, and/or damage to wildlife.
 - 2.6.5. The Contractor shall satisfy and comply with any and all local and OSHA regulations in the handling, application, disposal, and storage of all chemicals and / or hazardous chemicals.
 - 2.6.6. The Contractor shall notify the COR in the event of any unusual circumstances regarding plant determination, wildlife death (mammal, fowl, or fish) or other abnormal occurrences.
 - 2.6.7. The Contractor shall be responsible for any damages incurred by the improper use, storage, or application of all chemicals or substances used on the premises.
- 2.7. **CODES AND STANDARDS.** The Contractor, as a minimum, shall meet or exceed the applicable requirements of the latest revision of the following codes and specifications published by the following organizations:

- (DOS) Department of State
- (EPA) Environmental Protection Agency
- (OSHA) Occupational Safety and Health Act
- (Local Laws) Knowledge of local laws and regulations pertaining to environmental matters.

It is not the intent of this specification to restrict the Contractor's work. These specifications are the minimal requirements acceptable to the U.S. Embassy in Santo Domingo.

2.8. SAFETY. The Contractor shall protect the property from all potential hazards. The Contractor will adhere to and enforce all applicable local safety regulations. The Contractor shall provide safety barriers, as required, to clearly identify the working area and to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or to existing facilities and structures. Upon completion of the work, the Contractor shall remove the safety barriers from the work area. The Contractor shall report any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response to the guards at the location and the COR, immediately. Contractor personnel shall wear appropriate personal protective equipment for the task being performed.

2.9. ENVIRONMENTAL PROTECTION. The Contractor shall protect rivers and drainage ditches from chemical contamination, sediment run-off, construction debris, and other damage. Soil erosion and sediment control provisions and maintenance in accordance with local requirements are required. In the case of a spill or release of any sort, the Contractor shall immediately notify the COR.

2.10. USE OF SITE. The properties will be in daily use and will remain so during the work. The Contractor shall not interfere with the occupants' use of the existing facilities. The Contractor shall not enter any buildings without authorization from the USG.

2.10.1. The Contractor shall confine activities to the immediate work site. The Contractor shall not unreasonably encumber the work area with materials or equipment. The Contractor shall keep the work area clean at all times and shall promptly remove waste materials or rubbish.

2.10.2.

2.10.3. UNDERGROUND UTILITIES. The Contractor shall consult with the COR before digging in any location.

3. SPECIFIC REQUIREMENTS

The quality of maintenance and appearance of the grass, shrubbery, garden areas, trees, walkways and related landscape elements is important to the U.S. Mission. The Government will measure the Contractor's work by the health and appearance of the landscape covered by this contract.

The requirements include providing all labor, materials, equipment, tools, and services required to provide professional gardening, landscape maintenance, pool cleaning and tennis court maintenance. In general, the work includes but is not limited to:

- Lawn Care
- Pruning
- Watering
- Fertilization
- Pest Control
- Weed Control
- Roadway Cleaning
- Debris Removal
- Roof cleaning
- Trimming for hurricane

3.1. LAWN CARE

3.1.1. GRASS CUTTING. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

3.1.1.1. EDGING. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

3.1.1.2. TRIMMING. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

3.1.1.3. WEEDING. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.

3.1.1.4. TURF REPAIR AND RE-ESTABLISHMENT. The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas.

The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the Contractor's Grounds Maintenance Plan.

Interior garden maintenance (this includes DCMR and Chancery's outside dining area garden).

3.2. PRUNING. The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- Direct and encourage plant growth in directions desired,
- Remove dead and unsightly growth, and
- Maintain a neat and attractive appearance.

The Contractor must take special care to prune trees in pedestrian areas on a regular basis. All major pruning shall be done only under the direction of the horticulturalist. The Contractor shall remove all dead branches and diseased foliage immediately, and shall remove insect or disease infested plant material from site and dispose of it appropriately. The Contractor shall use the proper tools for pruning at all times.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

The Contractor before the month of June shall prepare a trimming plan in preparation for hurricane season.

3.2.1. LEAF REMOVAL. The Contractor shall, on a daily basis, remove fallen leaves and palm fronds from the grounds.

3.2.2. RECYCLED MATERIALS. The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

3.3. REMOVAL OF DEBRIS. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

3.4. CLEANING OF ROADWAYS AND WALKWAYS. The parking lots, main roadways and walkways shall be swept or blown clean on a daily basis. The Contractor shall also

remove stone flakes or chips that result from the wearing of stone walkways. The Contractor shall accomplish this work with minimum interference to pedestrian and vehicular traffic.

- 3.5. **WATERING.** The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of seven (7) centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the COR's permission to suspend watering to avoid too much water in the soil. On the other hand, if natural precipitation is not enough, then the Contractor shall ensure to water enough to meet the requirement.

The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account typical weather patterns, the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements. The Contractor must be prepared to respond to any change in local weather patterns.

The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment. At the CMR and DCMR, the Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

- 3.6. **FERTILIZER.** The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

The Contractor shall fertilize the lawn areas a minimum of two times per year.

The Contractor shall apply weed killer once a year. If weed killer is not required, the Contractor shall request a waiver in writing from the COR.

The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

- 3.7. **PEST AND DISEASE CONTROL.** The Contractor shall maintain a program for controlling pests, including mosquitoes and ants; and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

- 3.8. **ROOF CLEANING.** The Contractor is responsible for cleaning all roof gutters and removing leaves and any debris caused by the plans and sweep the roof to avoid any clogged drain or roof leaks. They must assist the Janitors in cleaning the porch Awning when the trees leaves are in excess.

4. WORKING HOURS

All work shall be performed as detailed:

- On weekdays between 7:00am and 5:00pm, Monday through Friday, except for the holidays identified in the Addendum in Section 2.
- Other hours may be approved by the COR. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.

5. TEMPORARY ADDITIONAL SERVICES

- 5.1. Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events. The Contractor shall provide these services in addition to the scheduled services specified in this contract.
- 5.2. The Contracting Officer shall order these services on an as needed basis.
- 5.3. The COR may require the Contractor to provide Temporary Additional Services with 24 hour advance notice.
- 5.4. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted.

6. DELIVERABLES

The following items shall be delivered under this contract:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DELIVERY DATE</u>	<u>DELIVER TO</u>
Draft Grounds Maintenance Plan	1	With proposal	Contracting Officer
Grounds Maintenance Plan	1	15 days after award	COR
Insurance	1	10 days after award	Contracting Officer
List of Personnel	1	10 days after award	COR
Payment Request	1	Monthly	COR

7. PERSONNEL REQUIREMENTS

- 7.1. GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect

persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

7.2. STANDARD OF CONDUCT

7.2.1. Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the COR. The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms. The Contractor shall also provide personal protective equipment.

7.2.2. Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

7.2.3. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

7.2.4. Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

7.2.5. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances including but not limited to the following infractions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

7.3. KEY CONTROL. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it

is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

7.4. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

8. PERSONNEL SECURITY

Ten days after contract award, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project, including planned back-up personnel. The Government will run background checks on these individuals. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Cedula number

The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the USG. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

9. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary gardening supplies and equipment to perform the work identified in this contract. Refer to Attachment 2 for a list of the minimum materials, equipment, supplies and work clothing to be supplied.

10. INSURANCE

10.1. AMOUNT OF INSURANCE. The Contractor is required to provide all insurance that is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

10.2. GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

10.2.1. Bodily Injury

1) Per Occurrence

As required by Dominican Republic law

2) Cumulative As required by Dominican Republic law

10.2.2. Property Damage

1) Per Occurrence As required by Dominican Republic law

2) Cumulative As required by Dominican Republic law

10.3. The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

10.4. For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

10.5. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- Any property of the Contractor,
- Its officers,
- Agents,
- Servants,
- Employees, or
- Any other person

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

10.6. The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

10.7. Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

10.8. Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

11. ACCIDENTS AND INJURY

11.1. The Contractor and his employees shall comply with all OSHA regulations and the Dominican Republic's local safety regulations.

11.2. At those United States Embassy locations that have a medical department, the medical department can be contacted for initial assistance in a medical emergency (during the medical department's normally scheduled hours.)

11.3. All OSHA recordable injuries sustained on United States Embassy premises must be reported, in writing, to the Contracting Officer.

12. LAWS AND REGULATIONS

12.1. Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

12.2. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

13. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all gardening services set forth in the performance work statement (PWS)	1 thru 13.	All required services are performed and no more than one (1) customer complaint is received per month.

13.1. **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

13.2. **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions- Commercial Items), if any of the services exceed the standard.

13.3. **PROCEDURES.**

- 13.3.1. If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- 13.3.2. The COR will complete appropriate documentation to record the complaint.
- 13.3.3. The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- 13.3.4. If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- 13.3.5. The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- 13.3.6. If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- 13.3.7. The COR will consider complaints as resolved unless notified otherwise by the complainant.
- 13.3.8. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1 – GOVERNMENT FURNISHED PROPERTY

The U.S. Government will provide basic utilities for the performance of this contract as follows:

- Electricity
- Water for Irrigation

ATTACHMENT 2 – CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish sufficient quantities the following materials, equipment, supplies and work clothing to perform the work set forth in this contract, including but not limited to:

Trucks
Hoes
Forks
Spades
Shovels
Digging Tools
Weeding Tools
Hand Tools
Cultivators
Rakes
Pruning Tools
Cutting Tools
Tool Sharpeners
Edgers
Chain Saws
Mattocks
Trowels
Riddles
Aerators
Hoses
Sprinklers and Other Irrigation Equipment
Garden Carts
Wheelbarrows
Ladders
Lawnmowers
Trimmers
Blowers
Pesticides
Fertilizers
Lime
Weed killers
Uniforms
Footwear
Rain Gear
Personal Protective Equipment