

**PERFORMANCE WORK STATEMENT (PWS)
FOR
GROUNDS MAINTENANCE SERVICES
SPECIAL OPERATIONS GROUP**

1.0 General: This is a service contract to provide Contractor Support for the grounds maintenance requirement for the United States Marshals Service (USMS) Special Operations Group (SOG). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn, is responsible to the Government. The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform (1) mowing, (2) edging, (3) landscaping, and (4) clean-up

1.1 Scope: The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform grounds maintenance services. The contractor is responsible for maintaining the landscape in an attractive and healthy condition throughout the life of the contract.

1.1.1 Objectives: To maintain the landscape in a professional and healthy condition at all locations outlined in the contract.

1.2 Background: SOG is a specially trained, rapidly deployable law enforcement element of the United States Marshals Service (USMS) capable of conducting complex and sensitive operations throughout the globe intended to further the rule of law. SOG leverages these enhanced capabilities in support of the USMS and the Department of Justice (DOJ) mission to protect, defend, and enforce the federal judicial system.

1.3 Period of Performance (POP): The POP shall be one (1) base year of twelve (12) months, one (1) 12-month option year and one optional 6-month extension via FAR 52.217-8.

<u>YEAR</u>	<u>POP</u>
Base Year	01 April 2023 - 31 March 2024
Option Year 1	01 April 2024 - 31 March 2025
FAR 52.217-8	01 April 2025 – 30 September 2025

1.4 General Information:

1.4.1 Place and Performance of Services: The contractor shall provide services between the hours of 7:30 AM – 4:00 PM local time on Monday through Friday, except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings. Performance shall be at designated SOG sites on and around Camp Beauregard, Pineville, LA 71360.

1.4.1.1 Telework: N/A

1.4.1.2 Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.4.1.3 The contractor's employees shall become familiar with and obey the regulations of the installation, including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification at all times and shall be subject to such checks as may be deemed necessary. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance. The Government reserves the right to direct the removal of any contractor employee from Government property or

revoke access to Government locations for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance of this contract.

1.4.2 Recognized Holidays: The following are recognized United States (US) holidays. The contractor shall not perform services on these days. Occasionally a holiday may fall on a weekend resulting in the Government observing the holiday on the weekday immediately prior to after the holiday. The contractor shall not perform services on these days.

- 1.4.2.1 New Year's Day: January 1st
- 1.4.2.2 Martin Luther King, Jr.'s Birthday
- 1.4.2.3 President's Day
- 1.4.2.4 Memorial Day
- 1.4.2.5 Juneteenth National Independence Day: June 19th
- 1.4.2.6 Independence Day: July 4th
- 1.4.2.7 Labor Day
- 1.4.2.8 Columbus Day
- 1.4.2.9 Veteran's Day: November 11th
- 1.4.2.10 Thanksgiving Day
- 1.4.2.11 Christmas Day: December 25th

1.4.3 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is how it assures itself that its work complies with the requirements of the contract. As a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary (PRS). A final QCP shall be submitted to the Contracting Officer Representative (COR) NLT 10 days after contract award.

1.4.4 Quality Assurance (QA): The Government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) or defect rate(s).

1.4.5 Installation Access and Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the COR. The contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or Security Office.

1.4.5.1 Contractor is required to identify all team members responsible for performing services in relation to this contract within 10 calendar days of contract acceptance. Each team member will be required to submit to a NCIC background check prior to performing work at any USMS facility location. All NCIC background checks must have a favorable finding.

1.4.5.2 Special Qualifications: Contractor must have a minimum of one (1) year in commercial/professional lawn care and grounds maintenance.

1.4.5.3 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the CO in accordance with FAR 42.5. The CO, COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the CO, or COR if CO is unavailable, will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

1.4.5.4 Contract Manager (CM): The contractor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the COR within 10-days of contract acceptance. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the COR to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the CO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

1.4.6 Identification of Contractor Employees: The Contractor's staff shall, at a minimum, wear a company shirt and an identification badge that includes the employee's full name, photograph (portrait) and company name.

2.0 Definitions and Acronyms:

2.1 Definitions:

2.1.1 Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2 Defective Service: A service output that does not meet the standard of performance associated with the PWS.

2.1.3 Deliverable: Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.4 Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.5 Physical Security: Actions that prevent the loss or damage of Government property.

2.1.6 Quality Assurance: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.7 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.8 Quality Control: All necessary measures taken by the Contractor to ensure that the quality of an end product or service shall meet contract requirements.

2.1.9 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.10 Contracting Officer (CO). A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.11 Contracting Officer's Representative (COR). An employee of the U.S. Government designated by the CO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor if that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.12 WORKDAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13 WORK WEEK. Monday through Friday, unless specified otherwise.

2.2 Acronyms:

BBP	Best Business Practice
BI	Background Investigation
CFP/M/E	Contractor Furnished Property/Materials/Equipment
CM	Contract Manager
COR	Contracting Officer Representative
FPCON	Force Protection Condition
FAR	Federal Acquisition Regulation
FSO	Facility Security Officer
FY	Fiscal Year
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
GSA	General Services Administration
HSPD	Homeland Security Presidential Directive
CO	Contracting Officer
NACI	National Agency Check with Inquiries
POC	Point of Contact
POP	Period of Performance
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the following property, material, equipment, and/or services listed below solely for the purpose of performance under this contract: NONE

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as described in Paragraph 1.1. Contractor is required to furnish all equipment necessary to successfully fulfill the contract in accordance with the PWS. Equipment includes but is not limited to the following: lawn and ground maintenance equipment such as lawnmowers, weed eaters, edgers, pruning equipment, rakes, shovels, blowers, collection bags and all required fuel and oil for equipment.

4.2 Contractor will furnish all necessary and required safety equipment including, but not limited to: eye protection, hearing protection, high visibility safety vest, work gloves, safety footwear, safety harnesses, sunscreen, insect repellent and any other equipment necessary for job site safety. The Federal Government is not responsible for the safety of contractor personnel. The safety of contractor personnel is the sole responsibility of the contractor.

4.3 Contractor is required to maintain professional liability insurance in the minimum amount of \$100,000.00 for the duration of the contract period. Insurance policies must be presented to the Government prior to any services being conducted at any USMS location. Failure to maintain required insurance(s) may result in termination of the contract agreement.

5.0 Requirements: The contractor shall:

5.1 GROUNDS MAINTENANCE SERVICES

5.1.1 Improved Grounds. The contractor shall provide grounds maintenance services to the following improved grounds: cantonment areas, rifle and pistol ranges, all storage areas, all staging areas, all picnic areas, parade grounds, drill fields, schools, athletic areas, cemeteries and housing areas.

5.1.1.1 Improved ground's facilities include the following: Special Operations Group Tactical Center (SOGTC), Annex Facilities and Urban Village, SOG Range Four (4) Facilities and Pavilions and SOG Range Eight (8) Facilities.

5.1.1.2 All improved grounds will be maintained at a cut level of three (3) to four (4) inches above the root.

5.1.2 Semi-Improved Grounds. The contractor shall provide grounds maintenance services to the semi-improved grounds. These areas include secondary road shoulders, safety and/or security zones (i.e., fence lines, etc....), missile sites and space launch areas.

5.1.2.1 All semi-improved grounds will be maintained at a cut level of four (4) to six (6) inches above the root.

5.1.3 Edging and Trimming. The contractor shall edge and trim along all walks, bed edges, tree wells and all permanent fixtures with each mowing. Contractor is to take special care around permanent fixtures as damage to fixtures can easily occur. Contractor is fiscally responsible for any damage caused to Government property.

5.1.4 Plant and Tree Pruning. The contractor shall prune all plant and tree material to a neat, natural appearance that promotes blooming. All limbs that obstruct buildings, walkways, signs, windows, ventilation units or vehicular traffic shall be removed.

5.1.5 Weed Removal. The contractor shall eradicate and remove weeds to maintain a professional, well-maintained appearance at all times.

5.1.5.1 Pressure Washing. Vendor will be required to pressure wash sidewalks and building exteriors as needed (not to exceed twice per year), but at a minimum of once per calendar year. The COR has the authority to waive the annual requirement if the service is not needed.

5.1.6 Clean Up. The contractor shall collect and remove all clippings and debris at the end of each mowing. The use of bagging attachments is preferred but not required.

5.1.7 The contractor shall serve as the subject matter expert in the planning and execution of this contract. The contractor shall provide recommendations to the COR if the contractor feels changes are needed to successfully fulfill or improve the grounds maintenance.

5.2 The contractor shall submit a close out report that includes the status of funding and all outstanding issues no-later-than 15 days prior to the end of contract performance.

6.0 Schedule of Services

6.1 All services for Improved Grounds shall be performed on a 7-day cut cycle.

6.2 All services for Semi-Improved Grounds shall be conducted on a 14-day cut cycle.

6.3 If services cannot be completed on the scheduled day due to unforeseen circumstances (i.e., weather conditions, government closures, training requirements) services shall be completed within 36 hours of the work site becoming available. The CO, or COR, has sole authority to extend this time frame at the request of the contractor.

7.0 Applicable Publications: Publications applicable to this PWS are listed below:

<u>Publication</u> <u>(Chapter/Page)</u>	<u>Date of</u> <u>Publication</u>	<u>Mandatory (M) or</u> <u>Advisory (A)</u>	<u>Website</u>
Federal Acquisition Regulation FAC Number 2023-01	12/30/2022	M	https://www.acquisition.gov

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

This PRS includes performance objectives the Government will use to determine contractor performance and will compare contractor performance to the Acceptable Quality Level (AQL).

<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Quality Levels (AQL)</u>	<u>Surveillance Method / By Whom</u>
5.1.1 Improved Grounds Maintenance	Maintain grass height of 3" – 4" above root level	95% of areas identified as "Improved Grounds" must meet performance standard Zero deviation authorized.	Monthly review of the improved grounds by the COR
5.1.2 Semi-Improved Grounds Maintenance	Maintain grass height of 4" – 6" above root level	95% of areas identified as "Semi-Improved Grounds" must meet performance standard Zero deviation from standard.	Monthly review of the improved grounds by the COR
5.1.3 Edging and Trimming	The contractor shall edge and trim along all walks, bed edges, tree wells and all permanent fixtures with each mowing.	100% of areas must meet the standard for edging and trimming. Zero deviation from standard.	Monthly/ COR
5.1.4 Plant and Tree Pruning	The contractor shall prune all plant and tree material to a neat, natural appearance that promotes blooming. All limbs that obstruct buildings, walkways, signs, windows, ventilation units or vehicular traffic shall be removed.	95% must meet standard. Zero deviation from standard.	Periodic/ COR
5.1.5 Weed Removal	The contractor shall eradicate and removed weeds in order to maintain a professional, well-maintained appearance at all times	95% must meet standard Zero Deviation from standard.	Periodic/ COR
5.1.5.1 Pressure Washing	The contractor shall pressure wash sidewalks and build exteriors as specified	95% must meet standard Zero Deviation from standard	Periodic/ COR
5.1.6 Clean Up	The contractor shall collect and remove all clippings and debris at the end of each mowing. The use of bagging attachments is preferred but not required.	95% of clippings and debris must be removed at the conclusion of each mowing. Zero deviation from standard.	Monthly/ COR

TECHNICAL EXHIBIT 2

Deliverables Schedule

<u>PWS</u> <u>Reference / Deliverable Title</u>	<u>Frequency</u>	<u>Number</u> <u>of Copies</u>	<u>Medium/Format</u>	<u>Submit</u> <u>To</u>
Quality Control Plan (QCP) 1.4.3	The contractor's QCP shall be submitted to the COR within 10-days of contract award.	1	Electronic Submission	COR
Background Investigation Requirements 1.4.5.1.	The contractor shall provide the names of all contractor personnel who will be servicing this contract to the COR within 10-days of contract acceptance. This is required in order to get the necessary clearances.	1	Electronic Submission	COR
Contract Manager (CM) 1.4.9	The contractor shall provide the name of the CM and alternate CM (if applicable) to the COR within 10-days of contract acceptance.	1	Electronic Submission	COR
Close Out Report 5.2	The contractor shall submit a close out report that includes the status of funding and all outstanding issues no-later-than 15 days prior to the end of contract performance.	1	Electronic Submission	COR

TECHNICAL EXHIBIT 3

Location Addresses

<u>LOCATION NAME</u>	<u>ADDRESS</u>	<u>APPROXIMATE</u> <u>SIZE (ACRES)</u>	<u>IMPROVED GROUNDS</u>
SOGTC	Camp Beauregard 1401 F Street Pineville, LA 71360	9.07	YES
Annex Facilities and Urban Village	452 A Street Pollock, LA 71467	31.3	YES
Range 4 and Pavilions	129 Mill Creek Road Pineville, LA 71360	110.08	YES
Range 8 and Pavilions	250 Mayhaw Road Pollock, LA 71467	16.13	YES

* Contractor shall not perform work outside of the areas specified above without the written authorization of the Contracting Offer via contract modification.

TECHNICAL EXHIBIT 4

Aerial Overview Map

US Marshals Service Tactical Operations Center, Special Operations Group
Camp Beauregard
1401 F Street
Pineville, LA 71360

- Approximately: 9.07 acres



US Marshals Service Annex Facilities and Urban Village
452 A Street
Pollock, LA 71467

- Approximately: 31.3 acres



US Marshals Service Range 4 and Pavilions
129 Mill Creek Road
Pineville, LA 71360

- Approximately: 110.08 acres



US Marshals Service Range 8 and Pavilions
250 Mayhaw Road
Pollock, LA 71467

- Approximately: 16.13 acres



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