

WORK STATEMENT

The purpose of this contract is to obtain gardening services for real property owned and or leased by the U.S. Mission in Kisumu. The contractor shall perform gardening services in designated areas. The USG Contracting Officer or the Contracting Officer's Representative (COR) will monitor and ensure that the contract requirements are met. The contractor shall furnish managerial, administrative, equipment, materials and direct labor personnel to accomplish all work required by this contract.

1.0 LOCATION FOR GARDENING SERVICES

The contractor shall provide two type gardening services;

1. Gardening services for shared compounds/offices and common areas. Garden sizes vary but the majority of gardens are less than 10,000 square feet. Exact sizes can be provided on request but the contractors are reminded that a daily rate is required for services regardless of garden size.

1.1 Master Program

The Contractor shall submit to the Contracting Officer for approval a detailed program showing intended method, sequence, stages and order of proceeding with the works together with the period of time estimated for each and every stage of progress

2.0 SOLICITATION

Request for quotations or invitation for bids will be used to negotiate gardening services and the requirements communicated to prospective contractors.

The proposed prices shall be on daily rates inclusive of labor costs, lawn mowing, debris collection, and all other requirements of this contract

2.1 Labor cost:

The cost of labor shall take into consideration grass cutting, edging, trimming, weeding and watering.

No	Description of Service	Unit of Measure	*Estimated Quantity
1.	Provide gardening maintenance service for unskilled laborer (Mon-Fri) Period of performance Jan 2020-Dec 2020	Per person per day	Five (5) days per week
2.	Provide supervisory services to unskilled laborers	Per person per day	One (1) day a week or as required by CO/COR
3.	Provide professional services as horticulturalist to contractor, supervisor and laborers on site	Per visit	As required by CO/COR

2.2 Debris Collection:

The contractor shall stockpile debris and remove based upon the COR’s approval. 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.

3.0 LAWN CARE

3.1. Grass Cutting:

The contractor shall maintain the height of grass between 4 and 6 centimeters within the periods of performing maintenance and gardening services. The contractor is responsible for all equipment and fuel needed to complete this task.

3.1.1 Weeding.

The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. 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 from the safety officer (OSHA) Post Occupational Safety Health Officer) for all applications of weed killers.

3.1.2. 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 Contractor shall also replace previously existing grass that has died due to inadequate water, excessive foot traffic, sun, or flooding. The Contractor shall ensure that all identified grass areas be repaired. The Contractor shall take any precautions necessary to protect newly sodded areas such as providing and erecting temporary fences and posting signs. All materials for such precautions shall be provided by the contractor.

3.2 Edging:

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

3.3 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. The method, frequencies, and dates of grass cutting, hedging, trimming and weeding shall be part of the contractor's grounds maintenance plan.

3.4 Driveway maintenance:

The routine maintenance of the road leading into the premises shall include besides other, trimming vegetation, cleaning all culverts, ditches, borrow pits, road side drainage, drainage channels and any other obstructions including minor landslide (up to 20 m³ at one spot, with unlimited number of spots) and cleaning road signs.

4.0 PRUNING

4.1 General pruning shall be carried out throughout at the discretion of the COR. Groundcovers shall be cut back from bed edges and shrubs pruned as and when necessary. Dead or excessive material, in particular dead flowers, and leaves shall be removed judiciously.

4.2 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.

4.3 Recycled Material:

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

4.4 Debris Removal:

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 stockpile and remove to an authorized disposal site all debris from the work site as per the directives of the COR.

5.0 WATERING

5.1 The contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 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.

5.2 The contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

5.3 The Government shall furnish the supply of water and electricity only.

6.0 DELIVERABLES

The following items shall be delivered under this contract:

<u>DESCRIPTION</u>	<u>DELIVERY DATE</u>	<u>DELIVER TO:</u>
Grounds Maintenance Plan	First day	COR
List of Personnel	First day	COR

7.0 PERSONNEL REQUIREMENTS

7.1 General:

The contractor shall maintain discipline and 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 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 proper uniform and staff identification cards while working on site. No smoking, gambling or speaking in foul words etc. shall be allowed in work premises. Workers' attitude, manner and discipline must not be offensive or oppressive. Selling of products and provision of service to the occupants of the residences shall be strictly prohibited.

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. Employees found conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security should be disciplined by contractor.

7.2.3 Intoxicants and Narcotics:

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

8.0 PERSONNEL SECURITY

8.1 One day after award of contract, the contractor shall provide the following list of data on each employee including a list of workers and supervisors. The Government will run background checks on these individuals. List for individuals shall include:

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

8.2 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 US Government. 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 entry to short term leased houses and government owned properties to individual who do not possess proper identification.

9.0 GENERAL LIABILITY

The contractor agrees that the Government shall not be responsible for personal injuries or damages to any property of the contractor or its employees.

10.0 LAWS AND REGULATIONS

Without additional expense to the Government, the contractor shall comply with all rules and regulations required to perform required duties. If in the course of performing assigned duties there is a conflict between the contract and local law, the contractor shall promptly notify the Contracting Officer of a proposed course of action. The contractor shall prohibit employees from unauthorized poaching of wildlife and cutting trees. He shall abide by all prevalent laws, rules and regulations governing pollution and environmental protection mitigation measure. The Contractor shall be responsible for the action of his employees.

11.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN

Plan is designed to provide an effective method for the Contracting Officer's Representative (COR) to monitor contractor's performance. COR will notify Contracting officer of any unsatisfactory performance by contractor. The contractor is responsible for management and quality control to meet the terms of contract. The Government role is to conduct quality assurance to ensure that optimum contract standards are achieved.

12.0 (a)

Performance Objective	Performance work statement	Performance Threshold
<u>Services:</u> Performs all maintenance and gardening services set forth in the Performance Work Statement (PWS)	1 through 15.6	Performance of required services with no more than one customer complain documented per month

(b) **Surveillance:**

The COR will receive and document all complaints regarding the services provided.

(c) **Standards:**

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 complaints so that appropriate action is taken to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(d) Procedures:

(1) If any Government personnel observe services, not being performed satisfactorily by a contractor, this should immediately be brought to the attention of the COR. The COR will complete appropriate documentation to record the complaint. The COR then determines if the complaint is valid or not before advising the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(2) If the COR determines the complaint is valid, the COR will inform the contractor and give contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(3) The COR shall, as a minimum, orally notify the contractor of any valid complaints.

(4) If the contractor disagrees with the complaint after investigation of the site and challenges the validity, the contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(5) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(6) 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.

13.0 GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Mission and properties are an important part of the representational responsibilities of the Mission. The contractor's work shall be measured by the appearance of the landscape covered by this contract. The contractor

shall perform complete gardening and landscape maintenance services as described in this contract for all Mission properties. The contractor shall include planning, administration, and management necessary to assure that services comply with the contract; the Contracting Officer's Representative (COR's) schedules and instructions; 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, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

14.0 GENERAL SAFETY RESPONSIBILITIES

14.1 Contractor must demonstrate understanding of their responsibilities under Post Managed Construction Project safety program by addressing hazards in pre-planning processes and meetings. Prior to starting a new assignment, the contractor is required to review the work site and identify hazards that may occur while performing the job.

14.1.2 Per 15 FAM 935, the contractor must provide their employees with a safe and healthful condition of employment. The contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

14.1.3 The contractor shall provide a "competent person" to implement site health and safety plan and to oversee its compliance. *A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.*

14.1.4 The contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local rules and regulations.

14.1.5 The contractor shall ensure proper Safety, Health and Environmental requirements applicable to the project are followed. Prior to any herbicide/pesticide application the contractor shall submit to the POSHO the MSDS (Material Safety Data Sheets) and a completed Pesticide Application Plan Form for approval.

14.1.6 The contractor shall report all accidents to POSHO for documentation so that corrective actions can be implemented.

15.0 MANAGEMENT AND SUPERVISION

15.1 Supervision:

The contractor shall designate a representative who shall be responsible for on-site supervision of the contractor's workforce at all times while performing gardening services. This supervisor shall be the focal point for the contractor with U.S. Mission personnel. The supervisor shall have sufficient English language skills to communicate with U.S. Mission staff. The supervisor shall have supervision as the only sole function.

15.2 Schedules:

The contractor shall maintain work schedules which should take into consideration the hours that staff can effectively perform services without a burden on security personnel of the Mission. The contractor shall deliver standard gardening services between the hours of 8:00 a.m. and 5:00 p.m. three days weekly (Mondays to Fridays, excluding holidays and weekends) unless otherwise advised by the COR. For items other than those specified services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and time frame to perform services.

15.3 Quality Control:

The contractor shall be responsible for quality control. The contractor shall perform inspection visits to the work site on a regular basis within the specified period. The contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

15.4 Technical Guidance:

The contractor shall have the services of a trained horticulturist with experience in the local climate and soil conditions to give technical guidance to the contractor's work force and to develop and guide the contractor's programs for lawn, tree care and gardening services.

15.5 Grounds Maintenance Plan:

The grounds maintenance plan will be developed on the first day the property is assigned and the exact scope of work agreed with the COR to fit the requirements of the site conditions. The contractor shall submit the grounds maintenance plan to the COR for approval within 1 day after contract award.

15.6

KISUMU HOUSING LIST AS OCT 2016

NO	Residence	Location
1	FBO 576 (United Court)	Nzoia/Okore Rd
2	FBO 577 (United Court)	Nzoia/Okore Rd
3	FBO 578 (United Court)	Nzoia/Okore Rd
4	FBO 579 (United Court)	Nzoia/Okore Rd
5	FBO 580 (United Court)	Nzoia/Okore Rd
6	FBO 581 (United Court)	Nzoia/Okore Rd
7	FBO 685 (Nyanza Court RBU)	Lolwe Drive
8	FBO 686 (Nyanza Court LBU)	Lolwe Drive
9	FBO 687 (Nyanza Court LSU)	Lolwe Drive
10	FBO 688 (Nyanza Court LFU)	Lolwe Drive
11	FBO 689 (Nyanza Court RFU)	Lolwe Drive

Cost Break Down in Kenya Shillings			
No	Description of Service	Monthly cost	Total Cost for one year in KES
1.	Provide gardening maintenance service between (Mon-Fri) Period of performance Jan 2020-Dec 2020 Provide supervisory services to unskilled laborers (One (1) day a week or as required by CO/COR) Provide professional services as horticulturalist to contractor, supervisor and laborers on site (As required by CO/COR)		
	Total Cost In Kenya Shillings		