

**SCOPE OF WORK FOR SWIMMING POOL MAINTENANCE SERVICES
PR7124223 / 19DR8618P0411**

1. PERFORMANCE WORK STATEMENT

The purpose of this contract is to obtain pool cleaning 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.

1.1. 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 COR and the 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.

1.1.1. LOCATION FOR SERVICES

The sites include:

| Facility | Location | Pool Volume |
|----------------------|--|--------------------|
| NEC | Avenida República de Colombia #57, Altos de Arroyo Hondo | 76,000 gls |
| DCMR | Calle Angel Severo Cabral #33, Ens. Julieta | 45,000 gls |
| CMR | Avenida Leopoldo Navarro #14, esq. Plinio Pina, Gazcue | 40,000 gls |
| Dedicated Residences | To be designated as needed | Variable |

1.1. MANAGEMENT AND SUPERVISION

1.2.1. PROJECT MANAGER. The Contractor shall designate a project manager who shall execute, through day-to-day operation, the management and overall supervision of the entire Pool maintenance services effort, and shall act as liaison with the Contracting Officer's Representative (COR) as the focal point for the Contractor. The project manager must have a minimum of 5 years' experience, and must have sufficient English language skill and knowledge, to be able to communicate with the COR and Contracting Officer.

1.2.2. WEEKLY MEETINGS. The Project Manager shall participate in weekly scheduled meetings with the COR at the location determined by the latter. The day before a meeting, the Contractor shall deliver a performance schedule covering the work that was performed during the previous week and what is planned for the upcoming week.

1.2.3. **POOL TECHNICIAN.** The Contractor shall designate on pool technician per site. The technician shall be responsible for all the work being performed at work site under the contract. The technician must have a minimum of 3 years' proven experience in the trade of pool maintenance, or like kind related to the trade.

1.2.4. **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. On a weekly basis, submit to the COR the daily report of attendance of the employees. If one employee is absent, the Contractor is responsible to provide a replacement staff.

1.2.5. **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/or the GTM. The COR and/or the GTM will schedule surprise inspections of the Contractor's work.

1.2.6. **WORKFORCE.** The Contractor shall provide the proper number of employees per work location to properly and in a timely manner fulfill all work requirements. The minimum number of employees present will coincide with the approved plan submitted at the start of each year.

1.2.7. **TECHNICAL GUIDANCE.** The Contractor shall have a minimum of five years of experience in pool maintenance and must have a trained pool specialist with at least three years of experience in pool equipment, repair and maintenance of pools. The specialist will provide technical guidance to the Contractor's work force and will develop and guide the Contractor's programs for lawn, tree and other plant care.

1.2.8. **MAINTENANCE PLAN.** The Contractor shall submit an annual Pool Maintenance Plan for each location that reflects the proposed frequency for meeting the requirements of this contract. The Contractor shall submit a draft Pool Maintenance plan (the requirements for the draft are the same as the requirements for the final plan) with its bid, and then the final Maintenance Plan for the base year to the COR for approval within 15 days after contract award.

1.2.9 **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 chemicals used 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.

1.2.9.1. 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.

1.2.9.2. The Contractor shall supply all Material Safety Data Sheets (MSDS) for products proposed to be used to the COR as a part of the Maintenance Plan.

1.2.9.3. The Contractor shall strictly adhere to chemical manufacturer's application, usage, and clean-up directions. The Contractor shall take all precautions necessary to eliminate chemical misuse, personal property damage, and/or damage to wildlife.

1.2.9.4. 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.

1.2.9.6. 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.

1.2.9.7. 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.

1.2.10. 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.

1.2.11. 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.

1.2.12. 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.

1.2.13. 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.

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.

1.2.14. UNDERGROUND UTILITIES. The Contractor shall consult with the COR before digging in any location. In any case, if the Contractor breaks any underground tube or wire while digging the Contractor will be responsible for repairing it to the USG's satisfaction.

1.3. 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:

- Swimming Pool Maintenance

1.3.1.10. SWIMMING POOL MAINTENANCE. It is the Contractor's responsibility to maintain the swimming pools at the NEC, DCMR and CMR. The work consists of, but is not limited to: general cleaning procedures, water treatment and water balancing, water testing and seasonal care. The water volume of the pool at the NEC is approximately 75,950 gallons. The volume of water in the pool at the DCMR is approximately 45,000 gallons and the water volume of the CMR pool is approximately 40,000 gallons.

The Contractor shall submit a plan for swimming pool maintenance as a part of its Grounds Maintenance Plan. The Contractor shall provide the CV for each (3) pool maintenance technicians that will be in charge of the NEC, CMR and DCMR pool. Minimum 3 years' experience of pool maintenance is required. There shall be one pool technician for each pool and its sole function will be to tend to the pool, pool furniture, hard floor, trash and cleaning, keeping the pool free of leaves and clean at all times.

General Cleaning

The Contractor shall keep pool areas (including the deck) clean at all times. At a minimum, the areas are to be hosed, swept and mopped on a daily basis and as often as it may be required due to fallen leaves caused by heavy rain or wind.

The Contractor shall keep the bottom of the pool free of debris and pool sides free of scum and dirt at all times. The Contractor shall clean and vacuum every workday, or on any other day as requested by the COR. Part of the cleaning process must include checking and cleaning the strainer baskets (skimmers) and hair/lint pot (pump). Before vacuuming, the water must be allowed to settle for at least two hours with no swimmers present. There should be no standing

water around the pool deck. The Contractor shall provide all the cleaning equipment to include, at a minimum: algae brush, leaf rake, leaf skimmer, wall and floor brush and all necessary detergents.

At the NEC, the stone walls around the pool must be cleaned with a water pressure hose at least once every two weeks, or more often if instructed by the COR.

Water Treatment and Water Balance

Proper maintenance of pool water depends for the most part on chemical (proper water balance for minerals and pH) and biological (adequate disinfection and algae control) principles. The free available chlorine should measure between 1.0 and 3.0 ppm (parts per million). The recommended method for measurement of free-available chlorine is the diethyl-p-phenylene diamine (DPD) test. The addition of a stabilizer (cyanuric acid [thihydroxytriazine]) is recommended to inhibit ultraviolet degradation of free-available chlorine if un-stabilized forms of chlorine are used.

The basic measures and factors in water balance are: pH, total alkalinity, water hardness, temperature, total dissolved solids and metals present (iron and copper). The range of acceptable pH level in a pool is from 7.2 to 7.8. The ideal total alkalinity level for pool water is 80-120 ppm. The ideal range for water hardness, measured as calcium carbonate, shall be 200-400ppm. As far as water temperature, this should be between 25 and 28 degrees C. The total dissolved solids (TDS) in pool water should be not higher than 2,000ppm. Finally, there shall be no metals in the pool water and if detected, a sequestering agent shall be added on a monthly basis for persistent problems.

The Contractor shall provide all the chemicals to maintain the water pool chemically balanced in accordance with normal practice.

Water Testing

The Contractor shall provide an accurate and reliable test kit for each pool under this contract and follow the test procedures and sequence of the various tests in accordance with the kit instructions or known practices. The Contractor shall make certain that the test sample is a representative of the entire pool by collecting water from several areas around the pool and mixing the water together to obtain a composite sample. Samples shall not be taken adjacent to the inlet pipe and the water sample shall be tested promptly after being collected.

The Contractor shall test the water in each pool at least twice a day (morning and afternoon), every day of the week, and record the test results. The Contractor shall maintain a record of test results for the last 30 days and have them available at the pool site in a legible form for inspection by the COR. The Contractor shall provide all the testing chemicals to maintain a verifiable test program in accordance with the above minimum standards.

Materials to be used and provided by the Contractor:

Pool water treatment chemicals
 Pool water testing kits
 Uniforms
 Footwear
 Rain Gear
 Personal Protective Equipment

2. WORKING HOURS

All work shall be performed during the following hours:

| Facility | Hours |
|-----------------------------|--|
| NEC | Weekdays between 8:00am and 5:00pm, Monday through Friday Saturdays from 8:00-1:00pm and Sundays from 1:00pm to 5:00pm , except for Dominican holidays identified in the Addendum in Section 2. |
| DCMR | Weekdays between 8:00am and 5:00pm, Monday through Friday , except for the American and Dominican holidays identified in the Addendum in Section 2. |
| CMR | <ul style="list-style-type: none"> • Weekdays between 8:30am and 5:00pm, Monday through Friday • Saturdays 8:00am-10:00am • American Holidays 8:00am-10:00am for the pool, tennis court and patio seating area only • No Dominican Holidays (American and Dominican holidays are identified in the Addendum in Section 2.) |
| Dedicated Residences | <ul style="list-style-type: none"> • To be designated as needed |

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.

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. The Contracting Officer shall order these services on an as needed basis. The COR may require the Contractor to provide Temporary Additional Services with 24-hour advance notice. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted.

3. 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 for Security Clearance | 1 | 10 days after award | COR |
| Payment Request | 1 | Monthly | COR |

4. PERSONNEL REQUIREMENTS

4.1. 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.

4.2. STANDARD OF CONDUCT

4.2.1 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 to all its employees, including but not limited to boots, gloves, mask, and eye protection.

4.2.2. 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.

4.2.3. 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.

4.2.4. 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.

4.2.5. Firearms. The Contractor shall not allow its employees while on duty to possess any firearm.

4.2.6. 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.

4.2.7. 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.

4.3. 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.

4.4. PERSONNEL SECURITY

4.4.1. 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

4.4.2. 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.

5. 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.

6. INSURANCE

6.1. **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:

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

1. Bodily Injury

| | |
|----------------|---------------------------------------|
| Per Occurrence | As required by Dominican Republic law |
| Cumulative | As required by Dominican Republic law |

2. Property Damage

| | |
|----------------|---------------------------------------|
| Per Occurrence | As required by Dominican Republic law |
| Cumulative | As required by Dominican Republic law |

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9 ACCIDENTS AND INJURY

- A. The Contractor and his employees shall comply with all OSHA regulations and the Dominican Republic's local safety regulations.
- B. 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.)
- C. All OSHA recordable injuries sustained on United States Embassy premises must be reported, in writing, to the Contracting Officer.

7. LAWS AND REGULATIONS

7.1. 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.

7.2. 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.

8. 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 7. | All required services are performed and no more than one (1) customer complaint is received per month. |

(a) **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.

(b) **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.

(c) **PROCEDURES.**

(1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(2) The COR will complete appropriate documentation to record the complaint.

(3) If 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.

(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.

(5) The COR shall, at a minimum, orally notify the Contractor of any valid complaints.

(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.

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

(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.