

U.S. Customs & Border Protection

Pembina Border Patrol Station Statement of Work (SOW) For Facility Operations Contract Services

(Including Custodial Services, Land and Grounds Maintenance, Trash/Waste Removal, Snow Removal, and Pest Control)

April 14, 2014

ocation:	
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Contract Offi	icer Information:
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Statement of Work (SOW)

1. Introduction

This Statement of Work (SOW) is intended to support the facility services at U.S. Customs and Border Protection (CBP) sites. All service work shall be performed on CBP properties as specified by Building Entity (BE), which includes the main building and garage. Typical service work will be performed in a 7 day week observed by the building occupants, unless changes are specifically approved by the Contracting Officer's Technical Representative (COR) or Government Authorized Representative. Site descriptions for Building Entity (BE) are located on the "Worksite Identification" Fact Sheet as Attachment A. The Contractor agrees that the "Task and Frequency Chart" attached to this document as Attachment C and completed by a Government Authorized Representative or COR will act as, but not be limited to, the minimum tasks and frequencies to be performed by the Contractor. CBP is mandated by legislation, and executive order to purchase products that are good for the environment. The Contractors minimum environmental requirements are presented on Attachment B.

2. General Requirements

All work shall be performed as specified at the U.S. Customs and Border Protection (CBP) Building Entity (BE) Site defined in Section 3, Scope, below. Custodial services will be performed within the normal seven-day week observed by the building occupants, unless changes are specifically approved by the Contracting Officer's Technical Representative (COR) or Government Authorized Representative.

No work shall be performed when the government has no work force on duty available for the inspection of the contractor's work unless prior approval of the Government Authorized Representative is obtained. Heavy duty cleaning shall be completed after the normal working hours of the building occupants. Heavy duty cleaning is defined as any custodial cleaning work that will negatively impact the production of a work group.

3. Scope

The Contractor shall provide all management, supervision, labor, transportation, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure a clean, neat and professional appearance at the CBP site. The Contractor shall provide custodial and related services in accordance with the requirements of this SOW.

The "Task and Frequency" Chart for this property is set forth in Attachment C of this SOW.

4. <u>Description of Tasks and Deliverables</u>

Please put a check mark to the left of each of the services to be included in this contract agreement.

X	Custodial Services
X	Land and Grounds Maintenance
X	Trash/Waste Removal

X	Snow Removal
X	Pest Control

The Contract Services Guidelines for the Contractor are given below, including quality standards, but may not be limited to just those items listed. Questions should be addressed to the Government Authorized Representative.

4.1 Custodial Services

- **4.1.1 Vacuum Carpet** The contractor shall vacuum all carpeted floor areas so that after vacuuming, the carpet is clean, free of all visible litter, dust, and soil. The contractor shall remove all spots. The contractor is only responsible for removing spots smaller than two square feet. All tears, burns, and raveling shall be brought to the attention of the person in charge of the building entity or their designated representative.
- **4.1.2 Shampoo Carpet** All locations with carpet shall be shampooed per the carpet manufacturer's recommendations, and shampooing standards, to be free of spots, stains, chemicals and moisture. The carpet along the walls and in corners shall also be free of spots and stains. The carpet shall be free of unsavory odors including lingering cleaning product odors.
- **4.1.3 Sweep Floors** The Contractor shall sweep all non-carpeted floor surface areas, including corners and abutments, so that after sweeping the floors are free of spills, trash, visible litter, dust, and debris. No dirt shall be left in corners, under furniture or behind doors. The Contractor shall move chairs, trash receptacles, and easily movable items to sweep underneath and return them to their original positions.
- **4.1.4 Mopping** The contractor shall damp mop and spray buff the tile and resilient flooring areas, unless specified otherwise by the material manufacturer's recommendations, or industry standards, including corners and abutments, so that after mopping, they are clean and free of dirt, water streaks, rust stains, mop marks, string, gum, grease, tar and all foreign items and present an overall appearance of cleanliness.
- **4.1.5 Spray Buff Floors** The Contractor shall apply a uniform and non-slip floor finish coating, so that the floors have a glossy appearance, and are free of scuffmarks, heel marks, and other stains and discolorations. The Contractor shall not apply floor finish to surfaces that have not been cleaned. All surfaces shall be dry and the corners clean. The Contractor shall move chairs, trash receptacles, and easily movable items to mop underneath and return to original positions. The Contractor shall remove all splash marks or mop streaks on furniture, walls, baseboards etc., or mop strands remaining in the area. The Contractor shall display caution signs when cleaning floors in an area where people other than contract personnel are or will be present before the floors are dry.
- 4.1.6 <u>Strip Wax and Apply New Wax</u> Strip and wax all hard surface floors in accordance with the manufacturer's recommendations. If a new base coat of wax is required it shall be placed on the floor, so that after buffing, the finish is clean, glossy and uniform in all areas. The products used for this procedure should be those that are recommended by the material manufacturer and must provide a non-slip surface. There shall be no build-up of wax in corners, at doorstops, or next to carpeted areas.
- **4.1.7** Clean Walk-Off Mats The Contractor shall vacuum all carpet-type entrance mats to remove soil and grit and to restore resiliency of the carpet pile (shampoo only if needed to

restore resiliency and to maintain color definition). The Contractor shall sweep, vacuum, or hose-down outside rubber or polyester entrance mats to remove soil and grit. Soil and moisture underneath entrance mats shall be removed by the Contractor and mats returned to their normal location.

- 4.1.8 Remove Trash The Contractor shall empty and return to their initial location all wastebaskets, cigarette butt receptacles (ash trays, butt cans, etc), and other trash containers within the area, including exterior receptacles if not part of an exterior maintenance agreement. Boxes, cans, and papers placed near a trash receptacle marked "TRASH" shall be removed by the Contractor. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. The Contractor shall remove ashes and debris from community cigarette butt receptacles and place in a nonflammable container. The Contractor shall dispose of trash in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall from the dumpsters during the removal of collected trash. All solid waste collected as a requirement of this contract shall be placed in dumpster containers on the site.
- **4.1.9 Perform Low Dusting** The Contractor shall thoroughly dust all horizontal surfaces on furniture below 7'0" from the floor so that after dusting, all dust, lint, litter, and dry soil shall be removed from surfaces of cleared desks, chairs, file cabinets, and other types of office furniture and equipment, and from ledges, window sills, hand rails, etc.

NOTE: In dusting of horizontal spaces, working papers on desks shall not be disturbed. The Contractor shall not dust typewriters, computers, and other computer equipment, business machines and equipment of similar nature. There shall be no streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oil, spots, or smudges on dusted surfaces caused by dusting tools.

- **4.1.10** <u>Clean Glass</u> The Contractor shall damp wipe mirrors and both sides of all glass in doors, display cases and adjacent trim, partitions and bookcases and any other glass within approximately 7'0" of the floor so that after cleaning the glass, there shall be no traces of film, dirt, smudges, water, and shall not be cloudy.
- **4.1.11** Clean Exercise Room Equipment Wipe down surfaces of exercise equipment, including mats beneath the equipment, with a disinfectant that won't damage or degrade any of the parts of the equipment. Exercise equipment shall be free of dirt, dust, streaks, and spots.
- **4.1.12** <u>Clean Drinking Fountains</u> The porcelain or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.
- 4.1.13 Perform Spot Cleaning The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors and fixtures. The Contractor shall use germicidal detergent in restrooms, locker rooms, exercise rooms, break areas, and drinking fountains. The Contractor shall polish brass hardware, aluminum bars, and other metal on doors and cigarette urns with a polishing compound. The cleaning and polishing chemicals and compounds should be those recommended by the material manufacturer for the specific material. Chemicals and compounds used by the Contractor that damage the surfaces will become the responsibility of the Contractor to repair or replace to the satisfaction of Government Authorized Representative. After spot

cleaning by the Contractor, the surface shall have a clean, uniform appearance, free of streaks, smudges, fingerprints, spots, marks and other evidence of removed soil.

- **4.1.14** Sweep and Damp Mop Restroom Locker Room, Exercise Room, Shower Floors, Holding Cells, or Other Tiled or Smooth Surface Floors. The Contractor shall sweep the floor so it is free of visible litter, dust, and foreign debris, and then damp mop accessible areas. The Contractor shall disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces, using a germicidal detergent. Damaged fixtures will be the responsibility of the Contractor to repair or replace to the satisfaction of the Government Authorized Representative.
- **4.1.15 De-scaling Restrooms, Showers, Holding Cells** The Contractor shall de-scale toilet bowls and urinals, so that after de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

NOTE: Holding cells will only be entered for the purpose of cleaning or re-supplying when detainees are not present.

- **4.1.16** Supply Restrooms, Locker Rooms, Kitchen/Break Areas, Holding Cells The Contractor shall re-supply restrooms, locker rooms, kitchen/break areas, and holding cells with toilet paper, paper towels and hand soap so that after re-supplying, the rooms are stocked so that supplies do not run out prior to the next re-supply period.
- **NOTE:** The contractor shall replenish all dispensers in all toilet rooms to maximum capacity during the last day of the contract period. Paper supplies and hand soap remaining at the termination of the last official workday shall not be removed from the dispensers.
- **4.1.17 Apply Floor Finish on Restroom and Locker Room Floors** The Contractor shall apply a uniform coating of non-slip floor finish so that the floor presents a uniform glossy appearance. Use products that are recommended by the material manufacturer. The Contractor shall remove floor finish solutions from baseboards, trash receptacles, lockers, toilets, and urinals, and return all moved items to the proper positions after applying floor finish.
- **4.1.18 Perform High Dusting** The Contractor shall perform high dusting, so that after dusting, all dust, lint, cobwebs, litter, and dry soil shall be removed from all surfaces 7'0" or more above the floor surface to include Venetian blinds, ceiling fans, where installed, and air supply/return vents. Frequencies may vary according to accessibility and visibility.
- **4.1.19** <u>Clean Window Surfaces</u> The Contractor shall clean interior and exterior window surfaces, so that after the windows have been cleaned, all traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sill, and glass.
- **4.1.20** <u>Light Fixtures</u> The Contractor shall clean both permanently mounted and freestanding government light fixtures, so that after cleaning, light fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. This includes the interior and exterior of the fixtures. Fixtures above typical ceiling height will be cleaned on the High Dusting schedule unless requested more frequently by the Government Authorized Representative.
- **4.1.21** Check and Replace Light Bulbs The Contractor will check all interior lighting fixtures including those in the garage and any lighting fixtures attached to the exterior of the building, and will remove and replace any burned out bulbs within 24 hours of occurrence. The

Government shall provide all bulbs for Government fixtures. Parking lot light bulbs will be the responsibility of the electrical contractor responsible for the site electrical system.

- **4.1.22 Wash Venetian Blinds** Wash all Venetian blinds in buildings. Clean cords. Defective cords shall be reported to the Government Authorized Representative who will make arrangements for replacements. Both sides of Venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.
- **4.1.23 Dust Venetian Blinds** Dust or vacuum all Venetian blinds. Both sides of Venetian blind slats shall be dusted with a dry cloth so that after dusting, no dust or lint remains.
- **4.1.24** <u>Clean Air Conditioning Vents</u> Contractor will clean air conditioning vents so that they are free of any lint or dust and the surrounding area is free of discoloration. Vents above typical ceiling height will be cleaned on the High Dusting schedule or as requested by the Government Authorized Representative.
- 4.1.25 <u>Clean Kennel Areas</u> The kennel should be free of all loose hairs, dirt, litter and debris, inside and outside of the kennels. The sidewalks leading to the kennel should also be free of waste, dirt, litter and debris. All surfaces shall be cleaned with non toxic chemicals to a height of 84 inches. The surface debris and excess cleaning solution should be rinsed into the drains. All drain channels between the inside and outside kennel shall also be cleaned. Movable items to include the dog's platform should be moved by the contractor to sweep underneath and return to its initial location. Spills of all biohazard waste shall be cleaned up immediately. All water hoses on the outside of the kennel shall be drained during temperatures of 32 degrees or below. Pull all hoses and other equipment out of dogs reach. K-9 Officers will be responsible for the removal of all animal waste.

4.2 Land and Grounds Maintenance

NOTE: Because of varying, uncontrollable, weather conditions affecting growth of vegetation work requirement frequencies specified in this section only define normal requirements. The Contractor is expected to maintain the grounds in a manner that will present a well-groomed appearance throughout the year.

The Contractor will sign in or provide notice upon arrival to the Government Authorized Representative and review the completed work with the Government Authorized Representative for visual approval before signing out.

<u>Perform Grounds Cleaning</u> The Contractor shall clean grounds, landscape beds, driveways, parking areas, indoor parking areas, and sidewalks, so that after cleaning they are free of paper, trash, bottles and other discarded material. The Contractor shall remove empty boxes, and remove cans from the premises. Outdoor parking areas shall be hosed down with water to remove caked mud and dirt.

4.2.1 Grass Mowing Grass shall not be cut while wet from heavy dew or rainfall, unless the job is specifically ordered by the Government Authorized Representative. The Contractor shall mow all lawn areas on the property such that a uniform grass height between 1½" to 3" is maintained at all times. The uniform grass height can be altered by the Government Authorized Representative for each facility. All grass shall present a well-groomed appearance at all times. Where practical, each successive mowing will be in different directions, at approximately right

angles to the direction of the previous mowing. The cutting edges of all mowing equipment used will be kept in sharp condition. Bruising (grass blade ends turn brown) or rough cutting of grass will not be acceptable. Mowers shall be of a type that causes clippings to be distributed evenly over the cut area. If the mowers used cause the grass to windrow, the windrowed grass shall be removed and hauled away from Government property to prevent thatch buildup. Aeration needs will be determined by the Government Authorized Representative.

- **4.2.2** Mowing of Non-landscaped Areas The Contractor shall mow all non-landscaped (wild grass/weeds) areas including retaining water ponds at regular intervals during the year such that the wild grass does not exceed a height of three to six inches. The local Government Authorized Representative will define the maximum height per individual area. Grass cuttings of these areas will not be left in random piles or other unsightly conditions.
- **4.2.3 Grass Edging** Grass adjacent to asphalt or concrete walks or driveways shall be trimmed and present a neat appearance. The contractor shall trim grass so as to maintain a growth free area between 1" and $1\frac{1}{2}$ " away from obstacles such as buildings, curbs, walkways, flagpoles, signs, parking lots, and fences. The Contractor is to remove the roots of all weeds so as to maintain a 12" diameter growth free area around trunks of all trees and shrubs. Edging is to be done without the use of chemicals.
- **4.2.4 Shrubbery Trimming** All shrubs and hedges shall be maintained without the use of chemicals. Shrubs and hedges will be trimmed in a box fashion before new growth exceeds five inches. Warranted landscape materials that are dead or dying will be replaced within 30 days of identification at the Contractors expense if he supplied and planted them, and unit replacement pricing for non-warranted material replacements of dead or dying landscaping will be given to the Government Authorized Representative for approval prior to replacement of the material.
- 4.2.5 <u>Weed Control</u> Weeds on building grounds shall be controlled and eliminated in order to present a neat, well maintained appearance at all times. The Contractor shall maintain all landscaped areas (lawn and flowerbeds) weed-free without the use of chemicals. At the discretion of the Government Authorized Representative, where ongoing weed problems occur, environmentally safe chemicals approved for public use, or available off the self in stores, can be applied. If applicable, MSDS sheets must be presented to the Government Authorized Representative prior to the application.
- **4.2.6 Fertilizing** The Contractor shall spread fertilizer over landscaped areas so that the fertilizer covers the area evenly. Lawn areas shall have a healthy green color and appearance. The contactor shall provide equipment to spread fertilizer. The areas where fertilizer has been spread shall be watered to a depth of 1" after applying fertilizer.
- **4.2.7 Watering** The Contractor shall water shrubs, flowerbeds, hedges, trees and lawn areas. Watering shall be accomplished so that all landscaped areas are watered as needed per the specific plant needs and weather conditions, during the growing season. The Government shall provide hoses and sprinklers.
- **4.2.8** Rake and Remove Leaves Fence areas, shrub beds, flowerbeds, turf areas, sidewalks, drains, roadways and other surfaces shall be maintained free of leaves.
- **4.2.9 Parking Lots and Driveways** The Contractor shall sweep all asphalt and concrete parking lots and driveways, so that they are free of gravel, mud, weeds, leaves, rocks and other debris. Air blowers can be used to assist with the sweeping as long as all remaining loose

unsightly debris is removed before the Contractor departs. Weeds growing in cracks shall be eliminated by the use of an environmentally safe chemical agent with the MSDS information for it provided by the Contractor to the Government Authorized Representative. Oil spills shall be cleaned four times per year, using an oil absorbent compound or Government Authorized Representative approved alternate environmentally safe material provided by the Contractor. The compound shall not be left on the lot overnight or unsupervised with children or pets in the area. The Contractor shall take full responsibility for the proper disposal of the contaminated materials. The driveway or parking lot shall be free of oil or stains that can be tracked onto the sidewalk or into the building. Gravel driveways and lots shall be kept weed and debris free. Areas being cleaned shall be marked off with Contractor provided traffic cones.

4.3 Trash/Waste Removal

- **4.3.1 Disposal Procedure** All trash/solid waste, natural vegetation disposal, and recyclable materials shall be removed from the premises to a disposal facility certified by the State/Local Government for such waste disposal. The Contractor shall provide all the necessary equipment, permits, insurance, personnel, and supervision to perform this work. The Contractor shall also maintain the collection points, disposal bins, and dumpsters. Trash will be removed from the premises as often as necessary on a daily or weekly basis to ensure a sanitary and odor free environment. There shall be no overflow trash left around containers or in the trash rooms.
- **4.3.2** Container Location The Contractor shall place the requested collection/disposal bin/dumpster, of the agreed upon size, at an agreed upon location(s) at each CBP Facility. The date and time of servicing shall be coordinated between the Contractor and the Government Authorized Representative for each facility. The Contractor will insure that pickup services are performed so as to have little or no impact on the daily activities at the CBP facilities.
- **4.3.3 Project Coordination** Changes to scheduled services shall be coordinated with the Government Authorized Representative.
- **4.3.4 CBP Staff Contacts** The names and contact numbers of the CBP program contacts shall be provided upon contract award.
- **4.3.5** Other Requirements No background checks are required for the Contractors drivers. The Contractors employees are expected to quickly perform their duties when servicing the trash containers and to exit the premises without delay. The Contractor is also required to establish and maintain an active status in the Government Central Contract Registration database (www.ccr.gov) in order to remain eligible for Option Year renewals.

4.4 Snow Removal

The guidelines outlined in this document DO NOT in any way supersede the CBP Emergency Procedures Manual, but provide supplemental guidance for site security, and achieving the maximum vehicle and pedestrian safety relative to snow and ice conditions on this property.

NOTE: The Contractor will sign in or provide notice upon arrival to the Government Authorized Representative and review the completed work with the Government Authorized Representative for visual approval before signing out.

4.4.1 General Requirements The Contractor will take full responsibility for plowing, removal of snow and ice, salting and sanding as needed in order to have pavement bare as the

weather will permit, and all hazardous conditions are eliminated. The Contractor must have the equipment necessary to perform the task and provide a satisfactory record of performance.

Contractor will meet with the Government Authorized Representative to develop and submit an annual snow removal plan tailored for the site to include snow piling points or storage areas, priority areas for clearing, etc. This will include, if possible, snow removal prior to opening.

- **4.4.2 Priority of Service** The CBP property will be listed as the Highest Priority property, other than hospitals and emergency routes, on the Contractor's snow removal commitment list. Performance shall begin automatically and immediately without request or call from the government, when local overnight snow accumulations reach two (2) inches. Snow and ice shall be removed prior to building occupants reporting for work.
- 4.4.3 <u>Snow Removal Service</u> The contractor shall perform snow removal when snow accumulations reaches two (2) inches or more on a level surface, or as directed by the Government Authorized Representative. Ice or other hazardous conditions shall be treated with approved materials only. The contractor will not perform snow removal services during a continuous snowfall unless directed to do so by the Government Authorized Representative. Safety for the employees and public will determine the need for specific additional services; those services must be approved by the Government Authorized Representative prior to their execution.

The Contractor shall be responsible for monitoring snow and ice conditions and responding with the appropriate manpower and equipment to ensure the areas are clear of ice and snow accumulations. With a snowfall deep enough to cause drifting or six (6) inches or more, areas shall be automatically plowed, blown and/or pushed before office hours to the extent necessary to provide essential pedestrian and vehicle traffic safety.

Chemicals and sand shall be used to reduce safety hazards due to ice and snow when requested. Material Safety Data Sheets (MSDS) will be provided as applicable by the Contractor. Magnesium Chloride is to be used on all concrete surfaces and concrete sidewalks. Rock salt or other acceptable methods, as approved by the Government Authorized Representative, can be used on non concrete surfaces.

Snow and ice shall be removed when time permits from all on-site catch basins to allow adequate run off of melting ice and snow. No snow or ice will be dumped on or near trees, shrubs, and grass or flower beds.

Snow and ice must be removed when there is insufficient space on the property to accommodate the piling of snow, or when it interferes with the operations or parking of the property. This snow must be removed and hauled off site by the Contractor to an appropriate snow dump area in compliance with City or County Ordinance.

The above work shall be performed in a manner so as not to encumber walkways, entrances, exits, or streets.

- **4.4.4 Service Areas** Service areas include entrances, steps, landings, sidewalks, roadways, parking areas and any other hard surface areas subject to vehicle or pedestrian traffic.
- **Special Removal Areas** Snow shall be removed from fronts of garage doors. Hand shovel around bulk gasoline tanks, RPM equipment, areas around the dumpster, and entrance and

exit gates. The area around gasoline fuel stations will include bare concrete from the tank to the edge of the island slab. Areas around card swipe access points shall also be kept clear of snow to allow for full access by either a vehicle or a pedestrian, based on individual intended type of access.

4.4.6 <u>Cleaning</u> The contractor shall remove all debris prior to beginning the work of snow removal. The area shall be policed for any remaining trash and debris and hauled away from Government property by the contractor.

After the last snowfall that required plowing, the Contractor shall remove all excess sand and rock that have accumulated on the sidewalks, driveways, and parking areas during the course of the winter. This excess material shall be removed from the site as needed so as not to accumulate on landscaped areas, or clog the site drainage systems.

- **4.4.7** Administrative A separate snow removal log shall be maintained by the Contractor to record actual hours expended on snow removal for each piece of equipment per location. A copy of the log will be given to the Government Authorized Representative at the end of services for each removal event.
- **4.4.8** <u>Damage Repair/Replacement</u> Contractor is responsible for the repair or replacement of any damage caused by the snow removal activities to include, but not limited to, lawn, landscaping, fencing, light poles, pavement, curbs, sidewalks, etc.
- **4.4.9** Equipment and Labor Requirements The Contractor shall furnish the necessary labor and supervision to clear snow and ice from the facility. The Contractor shall furnish trucks and equipment as required to complete the snow plowing or snow and ice removal process in a timely manner. The Contractor shall furnish with each separate piece of equipment capable licensed drivers in sufficient numbers to ensure they are operated safely and efficiently. The Contractor shall furnish relief drivers, when extended periods of work require it, in accordance with State and Federal laws.

The equipment, before being accepted for actual work, must be in proper mechanical condition, fully equipped as required for efficient operation, properly registered and insured in accordance with State Laws. The equipment must be equipped with accessories to meet the existing traffic and traction conditions.

The contractor shall furnish all supervision, supplies, materials, transportation and equipment necessary for the performance of this contract, unless otherwise specified herein. In accordance with FAR 52.223-3, Hazardous Material Identification and Material Safety Data; the contractor shall provide a list of any hazardous materials, as defined in paragraph (a) of FAR 52.223-3, to be delivered under this contract. This list will be identified as the Material Safety Data Sheets.

All equipment and cleaning agents must meet all applicable OSHA standards. If equipment utilized by the Contractor's employees is in need of repairs and is determined to be unsafe by the COR, the Contractor shall immediately stop using the equipment upon notification by the COR.

In accordance with Federal Acquisition Regulation 237.703, Contracting for Environmentally Preferable and Energy Efficient Products and Services; the contractor shall utilize energy and water consuming equipment that promotes energy-efficiency and water conservation where practicable.

4.5 Pest Control

- **4.5.1** Supervision Responsibilities The contractor shall furnish all supervision, labor, material and equipment necessary to accomplish the surveillance, trapping and pesticide application components of the IPM Plan. The contractor shall also provide detailed, site specific recommendations for the structural and procedural modifications necessary to achieve pest prevention.
- **4.5.2** <u>General Worksite Information</u> Refer to Worksite Specification Sheet, Attachment A for site specific information. Access to facilities shall be coordinated with the Government Authorized Representative for each location during hours of operation as specified. The Contractor will physically show the Government Authorized Representative where the extermination materials were applied during the visit.
- **4.5.3** <u>Initial Inspection of Facilities</u> The contractor shall conduct a thorough initial inspection of each site. The purpose of the initial inspections is for the contractor to evaluate the pest control needs of all premises and to identify problem areas.
- **4.5.4 Pest Suppression** The contractor shall adequately suppress the following pests included, but not limited to: Indoor populations and outside populations immediately adjacent to buildings of rodents, rats, mice, cockroaches, ants, fire ants, pharaoh ants, flies, spiders, ticks, fleas, winged termite swarms and any other arthropod pests. Include snakes by both barrier and repellent at Checkpoint and K-9 facilities.
- 4.5.5 <u>Integrated Pest Management (IPM) Plan</u> Before rendering service, the contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the building(s) site specified in this document. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modification that reduces the food, water, harborage and access used by pests. Each IPM shall be accepted and approved by the Government Authorized Representative.
- **4.5.6** Proposed Methods and Equipment for Service The Contractor shall provide a summary of proposed control methods-including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment and any other pest control devices or equipment that may be used to provide service.
- 4.5.7 <u>Service Schedule and Times</u> The Contractor shall provide complete service schedules that include planned frequency of contractor visits and approximate duration of each visit. The Contractor must notify the property 48 hours in advance of their planned extermination visit and the property must agree with the scheduled date. The Contractor shall perform routine pest control services during hours of operation. In the event of a possible need for an emergency treatment, the Government Authorized Representative shall work with the Contractor to determine whether an emergency situation exists before applying any pesticides.
- **4.5.8** <u>Commercial Applicator Technician Licenses</u> The Contractor and technicians shall have the proper Pest Control licenses for State and any other applicable regulatory agency.
- **4.5.9 Proposed Methods of Monitoring and Surveillance** The Contractor will work with the Government Authorized Representative to establish population levels that constitute

acceptable levels of pest presence for the site and individual building. Any problem issues that arise during a property visit will be reported to the Government Authorized Representative in writing.

- **4.5.10** Record Keeping Contractor shall be responsible for maintaining a pest control logbook or file for each building site specified in this contract. Each logbook shall contain the approved Pest Control Plan for that facility, including labels and MSDS sheets for all pesticides used, all pest control devices and equipment used in the building and the service schedule for the building. Logbook shall include service report forms documenting all information on pesticide applications, pest sightings, sanitation/environmental status and building maintenance needs.
- **4.5.11** <u>Use of Pesticides</u> Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all state and applicable regulatory agencies.

Contractor shall adhere to the following rules for pesticide selection and use: The Contractor shall use non-Pesticide methods of control wherever possible. Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable, as approved by Government Authorized Representative. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control. Application of pesticide liquid, aerosol or dust exposed surfaces and pesticide space sprays shall be restricted to unique situations where no alternative measures are practical and application is approved by the Government Authorized Representative. Contractor shall take all necessary precautions to ensure staff and all necessary steps to ensure the containment of the pesticide to the site of application.

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of the general, view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the Government Authorized Representative. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodent pesticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the Government Authorized Representative prior to making any interior rodent pesticides treatment. All rodent pesticides, regardless of packaging shall be placed either in locations inaccessible to children, pets, wildlife and domestic animals - or in EPA-approved, tamper-resistant bait boxes. As a general rule, rodent pesticide application(s) outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible.

5. Site Specific Other Items

This section does not pertain to this site.

6. Government Furnished Items

6.1 Government Furnished Utilities and Storage

- **Electric Power** Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of his work.
- **6.1.2 Hot and Cold Water** Hot and cold water as necessary, limited to the normal water supply provided in the building. No special heating or cooling of the water will be provided.
- **6.1.3 Storage** Space in the building for the storage of supplies and equipment to be used in the completion of work under the contract will be provided. The Contractor shall maintain this space in a neat and orderly condition. No flammable or explosive liquids such as gasoline will be stored in the building. The Government will not be responsible for damage or loss to the Contractor's stored supplies or equipment.

Secured janitor's closet, where available, will be provided for storing supplies and equipment.

7. Contractor Furnished Items

7.1 Contractor Item Responsibilities

- **7.1.1** Permits/Licenses In performing the work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, State or Local government or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances.
- 7.1.2 <u>Supervision, Supplies, Materials, Transportation and Equipment</u> This contract calls for the Contractor to furnish all supervision, supplies, materials, transportation and equipment necessary for the completion of the work of this contract unless otherwise specified herein. Upon request of the Government Authorized Representative, the Contractor shall submit a list with the names of the manufacturer, the brand name, and intended use of each of the cleaning chemicals or agents intended for use in the completion of the work. Contractor must provide the MSDS sheets for any chemicals, cleaners, etc. Paper towels, hand soap, and toilet tissue, etc., shall be of a type and style which will be compatible with dispensers already installed in the building. The products must also meet the Environmental Requirements of Attachment B included as part of this document.
- **7.1.3** Safety and Equipment condition Contractor shall use only chemicals which are environmentally safe. The Contractor shall furnish and display caution signs to be used when cleaning floors where people other than contractor personnel are present before the floors are dry. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.

8. Conservation of Utilities

8.1 Operating Conditions

- **8.1.1** Operating Conditions Contractor shall instruct its employees in utilities conservation practices. Contractor shall be responsible for operating under conditions, as noted below, which preclude the waste of utilities.
- **Lights** Lights shall be used only in areas where and when work is being performed.
- **8.1.3** Controls for Heating, Ventilation and Air Conditioning Systems Workers shall *not* adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
- **8.1.4** Water Faucets/Valves Water faucets or valves shall be turned off after the required usage has been accomplished.
- **8.1.5** Malfunctioning Faucets, Electrical outlets, Switches, etc. Any malfunctioning faucets, electric outlets, switches, etc., are to be identified by location and presented to the Government Authorized Representative for follow up as soon as they are found.

9. Supervision Responsibilities - Management Contact

9.1 Policy and Procedure

- **Supervision** Contractor shall be responsible for the supervision of his employees while performing under this contract. The Government Authorized Representative will perform periodic inspections in order to ensure compliance with requirements of this Contract, but will not attempt to supervise the Contractor's employees.
- **9.1.2** <u>Verbal Correspondence</u> Contractor shall designate an English speaking contact person/representative who shall be the point of contact on behalf of the Contractor. Whenever the Contractor has personnel at a property at least one member will be able to communicate with property personnel in English.
- **9.1.3** Contact Information Contractor must provide the name(s), addresses, and phone numbers of persons representing the Contractor to the Government Authorized Representative five (5) days prior to beginning the work under this contract.
- **9.1.4** <u>Inspection Reviews</u> Contractor is required to have their representatives review the work being performed to ensure compliance with the terms and specifications of this contract. These inspection reviews shall be completed at least once per week throughout the duration of the contract. The representatives may also serve in a supervisory capacity if the Contractor so desires.
- **9.1.5** Contract Authority Contractor's representatives designated in writing by the Contractor shall have complete authority to act for the Contractor during the duration of this contract. The representatives shall be contacted by the Government Authorized Representative in the event of any problems or special circumstances.

10. Other Contractor Considerations

Loss of Equipment Government cannot and shall not be held responsible for loss of tools, equipment, and materials sustained by the Contractor.

11. <u>Accident Report Procedures</u>

<u>Personnel or Property Accident Reporting</u> In the event of an accident involving Government personnel or property, where the Government Authorized Representative perceived a lack of effective completion by the Contractor's personnel was a factor, the Contractor shall submit a report within 1 workday after an accident to the Contracting Officer in letter form that will include the following: time and date of occurrence; the place of occurrence; a list of personnel directly involved; a narrative description of the accident that includes a chronological order of the accident and circumstances; and witnesses names and contact information.

12. Use of Government Premises

12.1 Government Premises

- **12.1.1** Operation Compliance of Premises Contractor shall comply with all regulations and security requirements governing the operation of the premises, which are occupied, or the area in which the contract work is to be done.
- **12.1.2** <u>Interruption/Interference with Government business</u> Contractor shall perform the contract in such a manner as to not interrupt or interfere with the conduct of Government business.

13. Contractor Legal Requirements, Permits/Code Compliance

Local, City, County and State Licenses, and Permits Contractor shall obtain at his own expense, all necessary local, city, county and state licenses, permits, and shall conform to all laws, regulations, and ordinances and code requirements applicable to satisfactory completion of this contract. Full responsibility for compliance with this clause shall rest with the Contractor and the Government shall assume no liability for failure.

14. <u>Hazardous Materials</u>

<u>Disposal and chain of disposal</u> Hazardous materials or waste, including, but not limited to, Blood borne Pathogens, hazardous cleaning chemicals, and other dangerous materials will be properly disposed of by the Contractor and the chain of disposal given to the Government Authorized Representative prior to final invoicing.

15. <u>Physical Security</u>

15.1 Security Requirements

- **15.1.1** <u>Keys, Codes and Proximity Cards</u> Contractor shall establish and implement methods of ensuring that all keys, codes and proximity cards issued to the Contractor by the Government are not lost, or misplaced, and not used by unauthorized persons. No keys, codes or proximity cards issued to the Contractor by the Government shall be duplicated.
- **15.1.2** <u>Key Control</u> Contractor shall develop procedures covering key control that will be included in the Quality Control Plan (QCP-Section 17.0). Contractor shall report loss of keys, access codes or cards immediately to the Contracting Officer's Government Authorized

Representative. QCP shall include the control procedures for Government provided key lock combinations.

- **15.1.3** <u>Use of keys and assigned work areas</u> It is the responsibility of the Contractor to prohibit the use of keys, codes and proximity cards issued by the Government by any person other than the Contractor's employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees engaged in the completion of assigned work in those areas.
- **15.1.4 Security Badge** Prior to commencing work on the project, the Government shall furnish security badges to the Contractor and the Contractor's employees, which must be worn at all times while on the government installation.
- **15.1.5** <u>Security Processing and Badge Fabrication</u> When any Contractor or subcontractor personnel enter the facility for the first time, the Contractor shall allow one hour for security processing and the fabrication of the buildings security badge or pass, as may be required by the Government Authorized Representative.
- **15.1.6** <u>Security Badge Reviews</u> Security badges shall be subject to periodic review by the Government Authorized Representative. Contractor's employees shall present themselves for the issuance of renewed badges when required by the Government as scheduled by the Government Authorized Representative.
- **15.1.7** Sign-in and Sign-out at Facility The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the facilities.
- **15.1.8** <u>Lost badges/passes</u> Contractor shall notify the Government Authorized Representative immediately when employee's badges or passes are lost and immediately apply for re-issuance of a replacement badge or pass.
- **15.1.9** Contract Employee dismissed/terminated/reassigned It is the Contractor's responsibility to return all keys, badges, codes and proximity cards to the Government Authorized Representative or his designee when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.
- **15.1.10** <u>Level of site access</u> The Government reserves the right to set the conditions of access for contract personnel. Depending on security levels of designated offices, contract personnel may require a Government Officer escort.
- 16. Conduct, Supervision, Schedules, Manager Qualifications
- 16.1 Supervision/Manager Expectations
- **16.1.1** Orientation of Facility Contractor and his employees and any subcontractor shall become familiar with and obey all station regulations, including fire, traffic and security regulations. All contract employees must have attended an orientation conducted by the

Government Authorized Representative (or his or her designee). The orientation will include an explanation or the occupant agency's function and may include a tour of the building/facility. It will also familiarize contract employees with key client agency personnel and areas of the building/facility requiring special attention. The Contractor's managers and supervisors shall be able to read, write, speak and understand English to the satisfaction of the Government Authorized Representative. All personnel shall keep within the limits of the work area and not enter any restricted areas unless required to do so and are cleared for such entry. The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees.

- 16.1.2 <u>Detainees</u> The Department of Homeland Security has taken aliens from various nations into physical custody at some facilities pending the conclusion of immigration hearings, release on bonds, recognizance or supervision. The Contractor's employees must realize that the detainees are detained against their will and would seize any opportunity to escape. The Contractor's employees should not have contact with detainees. Contractor's employees shall not engage in conversation with detainees.
- **16.1.3 Appearance** Contractor personnel shall present a neat appearance and be easily recognized. This shall be accomplished by wearing clothing bearing the name of the company.
- **16.1.4** <u>Submittal of daily work schedules</u> Managers and supervisors shall be responsible for submitting the Contractor employees daily work schedules <u>one week prior</u> to the execution of the work.
- Timeline regarding dismissed/terminated/reassigned contract employees

 Contractor shall notify the Government Authorized Representative in writing the names of any employees no longer working on the project within one (1) workday after that employee is terminated or no longer expected to work under this contract. Contractor must return all security badges, keys, access codes, and proximity cards issued by DHS to the Government Authorized Representative after an employee of the Contractor is no longer working on the project.
- Management Personnel Qualifications Qualifications of managers and supervisors. Managers and supervisors engaged in directing the work to be accomplished under this contract shall possess at least 2 years of recent experience (within the past 5 years), directing cleaning-type operations in a manager capacity for buildings of the approximate size of the building(s) to be cleaned under this contract. Competent management personnel shall be employed. The management personnel shall provide evidence of any supervisory training courses taken. At the discretion of the Contracting Officer, experience may be substituted for formal training. A detailed resume for managers and supervisors containing the information specified below must be submitted to the CO prior to award for evaluation.

17. **Quality Control Program**

<u>Quality Control Plan</u> Contractor must submit two copies of a detailed Quality Control Plan (QCP) with their contract proposal. The plan will be site specific and will inform the

Government Authorized Representative how the work, supervision, project management and follow up will be performed in this contract to insure compliance with all requirements. The QCP is intended to provide a structured process and detailed plan that will help the Contractor manage the project and identify any deficiencies before the work execution becomes unacceptable.

QCP must be kept current at all times to reflect all contract modifications and changes in plan. If anything in the plan is revised, the plan must be physically updated, and the changes are to be reported to the Government Authorized Representative and approved by the Contracting Officer.

18. <u>Surveillance by Customer Complaint</u>

<u>Investigation/Validation/Notification and Record archive</u> When a complaint is received, the Government Authorized Representative will investigate, validate the complaint, notify the Contractor of the defect and maintain a record of the complaint.

19. <u>Contracting Officer Authority</u>

<u>Issuing Modifications and Change Orders</u> The Contracting Officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, contract modification, change orders or other matter in deviation from the terms of this contract, between the Contractor and a person other than the Contracting Officer, be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

20. <u>Contracting Officer Technical Representative (COR)</u>

20.1 CO/COR/Government Authorized Representative Responsibilities

- **Technical Contact/Technical Representative** This will be the U.S. Customs and Border Protection technical contact person or Contracting Officer's Technical Representative. The (COR) information will be provided upon award of the contract. Contracting Officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, contract modification, change orders or other matter in deviation from the terms of this contract, between the Contractor and a person other than the Contracting Officer, be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.
- **20.1.2 COTR Responsibilities** Contracting Officer will designate the COR or Government Authorized Representative at time of contract award. The responsibilities of the Government Authorized Representative include, but are not limited to determining the adequacy of Contractor completion efforts in accordance with the conditions of this contract.
- **20.1.3** <u>Inspection and Monitoring of the Contractor's work</u> The Government Authorized Representative is responsible for the inspection and monitoring of the Contractor's work. The responsibilities of the Government Authorized Representative include, but are not limited to: inspecting the work to ensure compliance with the contract requirements;

documenting through written inspections reports conferring with representative of the contractor regarding any problems encountered in the successful execution of the work.

Review of Contractor provided service level being performed In addition to the above; the Government Authorized Representative will make a periodic walk through the building and other areas covered by this contract to ascertain the level of services being performed. The Contractor will be notified of any deficiencies noted.

21 ENVIRONMENTAL REQUIREMENTS

21.1 <u>Bio-based & Recovered Material Products for Custodial & Grounds</u>

Maintenance Services. The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, and "Strengthening Federal Environmental, Energy, and Transportation Management," and the Federal Acquisition Regulation to provide bio-based and recovered material products.

CBP is mandated by legislation and Executive Order 13514 to purchase products that are good for the environment. Below are minimum requirements for paper products, bathroom and facial tissue, napkins, industrial wipers, and trash liners that may be used by contractors in a CBP service contract.

See Attachment B to view Bio-Preferred Program Product Categories from USDA, June 2013 and Environmental Requirements.

The Contractor shall utilize products and material made from bio-based & recovered materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer's Representative (COR).

The following is an example list of products that may be used in this contract for custodial services for which bio-based & recovered material products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of bio-based & recovered material products listed, meeting the health and environmental specifications.

Bio-based Products

All-purpose cleaner, Floor sealer, Degreaser/cleaner Extraction fluid, Heavy duty cleaner, Furniture polish, Deodorizer, Floor stripper, Carpet shampoo, Glass cleaner, Floor finish, Neutral cleaner (liquid), Gum remover, Grout sealer, Floor finish restorer, Stain remover, Disinfectant sanitizer, Stainless steel polish, Air freshener including dispenser, Chrome polish/cleaner, Toilet bowl cleaner, Laundry detergent, Bathroom cleaner, Liquid hand soap including dispenser, White board cleaner, Cream cleaner,

Brass polish/cleaner, Lime and scale remover (tub and tile cleaner), Wood floor cleaner, Solvent, Fertilizers Animal Repellents, 2-cycle engine oil, Concrete & asphalt cleaners, Hydraulic fluids, Greases, General Purpose De-Icers, Mulch & Compost Materials, Sorbents Diesel fuel additives.

Recovered Material Products

Bathroom Tissue Facial Tissue, Paper Towels, General Purpose Industrial Wipers, Paper Napkins.

Bio-based products that are designated for preferred procurement under USDA's Bio-Preferred program must meet the required minimum bio-based content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their bio-based products such as bio-based content.

In addition to the bio-based products designated by the U.S. Department of Agriculture in the Bio-Preferred Program, the Contractor is encouraged to use other bio-based products.

The Contractor shall submit with the initial proposal a complete list of bio-based products, indicating the name of the manufacturer and the intended use of each of the materials that are to be used in carrying out the requirements of the contract.

The Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements.

The Contractor shall comply with the provisions at FAR 52.223-1, Bio-based Product Certification and FAR 52.223-4, Recovered Material Certification.

The Contractor shall comply with the clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts and FAR 52.223-17, Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.

Within thirty (30) days of contract award, the Contractor shall submit an Operations and Maintenance Plan. This submittal shall be approved by the COR in writing. The Contractor shall not commence work until this submittal is approved by the COR in writing.

The Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

- The Contractor's written policy stating its commitment to the use of bio-based products, employee health and safety, and sound environmental management practices.
- Detail on how the Contractor intends to keep abreast of the development and increasing availability of bio-based products and how any new or improved products will be incorporated on an ongoing basis into contract performance.
- Proposed bio-based custodial products which must be selected in accordance with the
 criteria included above. At a minimum, the Plan must identify products by brand name
 for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

• The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of bio-based products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of bio-based products used in this contract. The data will be submitted to the COR quarterly. A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some bio-based products that may function differently than a conventional product.

Definitions/Acronyms

As used throughout this contract, the following definitions/acronyms shall have the meaning set forth below:

ACO – <u>Administrative Contracting Officer</u> - As used in this quotation and the resulting contract means the Administrative Contracting Officer who is administering the contract on behalf of the United States is a Contracting Officer for the Department of Homeland Security. The ACO is a person with the authority to enter into contracts, administer, and terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

AQL - <u>Acceptable Quality Level</u> - The allowable leeway from a standard that can occur before the Government will reject the specific service.

BE – <u>Business Entity</u> - Site descriptions for Building Entity (BE) are located on the "Worksite Identification" Fact Sheet as Attachment A.

Carpet Spotting - Remove soil marks on carpet surfaces differing sharply in color from the surrounding area. A stain or blot.

CBP – <u>Customs and Border Protection</u> - One of the Department of Homeland Security's largest and most complex components, with a priority mission of keeping terrorists and their weapons out of the U.S. It also has a responsibility for securing and facilitating trade and travel while enforcing hundreds of U.S. regulations, including immigration and drug laws.

Clean - "Clean" shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris and other residue.

Cleaner – Material that will remove stains and built up materials without harm to the object being cleaned.

CDR – <u>Contract Discrepancy Report</u> - A report, sent by the Government Authorized Representative to the Contractor, whereby the Contractor is required to complete when completion of a task is unsatisfactory. The CDR requires the Contractor to explain to the Government Authorized Representative, in writing within 5 calendar days, why the task wasn't

done in a satisfactory manner, how task completion shall be returned to satisfactory levels, and how recurrence of the problem shall be prevented in the future.

CO – <u>Contracting Officer</u> - The U.S. Customs and Border Protection person for the Department of Homeland Security with the authority to enter into contracts, administer, and terminate contracts and make related determinations and findings. See ACO definition above.

Contractor - The entity that provides the services described in the Statement of Work.

Contractor Manager — That person, or designated alternate, responsible for insuring that required services are performed properly, and who is the one point of contact responsible for interaction with government personnel. They are also responsible for supervising the contractor's employees.

COR – <u>Contracting Officer Technical Representative</u> - An employee who is designated and authorized by the Contracting Officer to answer technical questions, provide for inspections, certify invoices for payment and assist in administering the contract.

Damp Mop - The use of a damp mop to pick up soil, dirt, residue or dust from the floors.

Defective Service - A service output that does not meet the standard of work established by this contract.

Detainee - Any person confined under the auspices and the authority of any federal agency, primarily the Department of Homeland Security. (DHS reserves the right to place detainees who are in the custody of the Bureaus of Prisons, the U.S. Marshals Service or any person confined under the auspices and the authority of the DHS or any other federal agency.) Many of those being detained may have substantial and varied criminal histories.

DHS – <u>Department of Homeland Security</u> – The Department of Homeland Security has a vital mission: to secure the nation from the many threats we face. This requires the dedication of more than 225,000 employees in jobs that range from aviation and border security to emergency response, from cyber security analyst to chemical facility inspector. Our duties are wide-ranging, but our goal is clear – keeping America safe.

Disinfect - "Disinfect" shall be defined as cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.

Emergency - Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, medical emergency, natural disaster or other serious incident.

EPA – <u>Environmental Protection Agency</u> - The EPA leads the nation's environmental science, research, education and assessment efforts. The mission of the Environmental Protection Agency is to protect human health and the environment. Since 1970, EPA has been working for a cleaner, healthier environment for the American people.

Floor Stripping - To remove the floor finish by the use of a floor finish remover without harm to the surface of the floor. After completion there should not be any residue of the old floor

Floor Rinse - To remove the floor finish by the use of a floor finish remover without harm to the surface of the floor. After completion there should not be any residue of the old floor finish remaining on the floor surface.

Germicide - A chemical agent used to destroy germs.

Government Authorized Representative - An employee who is designated and authorized by the Contracting Officer, or Contracting Officer's Technical Representative to answer questions, provide for inspections, certify invoices for payment and assist in administering the contract.

Heavy Duty Cleaning - This is defined as any custodial cleaning work that will negatively impact the production of a work group or cause a disruption due to excessive noise levels. It will also applies to Quarterly, Semi-Annual, or Annual task deliverables that require the movement of furniture, equipment, or other fixtures, when not in use, in order to complete the cleaning process. This work will be done during non-business hours.

IPM – **Integrated Pest Management Plan** - The Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interaction with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment.

Janitorial/Custodial – Interchangeable within contract.

MSDS – Material Safety Data Sheet - The MSDS is a detailed informational document prepared by the manufacturer or importer of a hazardous chemical. It describes the physical and chemical properties of the product. Material Safety Data Sheets contain useful information such as flash point, toxicity, procedures for spills and leaks, and storage guidelines. Information included in a Material Safety Data Sheet aids in the selection of safe products, helps you understand the potential health and physical hazards of a chemical and describes how to respond effectively to exposure situations

Paper Towels – Heavyweight paper hand towels, single ply designed for use in bathroom dispensers at each location.

Policing - Make an area clean in appearance by removing obvious debris, spillage, etc.

Polishing - To make the material surface smooth and bright using a polishing compound. Otherwise damp wiping is done with a damp cloth.

QA – **Quality Assurance** - A method used by the Government to provide control over the quality of purchased goods and services.

QC – **Quality Control**. Those actions taken by a Contractor to control the execution of required services so that the standards of the contract are met.

QCP – **Quality Control Plan** - The plan will be site specific and will inform the Government Authorized Representative how the work, supervision, project management and follow up will be performed in this contract to insure compliance with all requirements.

Response Time – Response time is defined as the time allowed the Contractor after initial notification of a work requirement to have personnel physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the work required.

Sanitize – Free from dirt and germs.

SOW – **Statement of Work** - This Statement of Work (SOW) is intended to support the facility services at U.S. Custom and Border Protection (CBP) sites.

Space - A space is an area to receive custodial services that may or may not be considered a room by common definition. Examples of spaces are definable sections of hallways, stairwells, lobbies, offices, entrances and elevators.

Spot Clean - To remove dirt, grease or other material, that gives visual appearance of soiling, from an area without cleaning the entire surface.

ATTACHMENT B

ENVIRONMENTAL REQUIREMENTS

CBP is mandated by legislation and Executive Order 13514 to purchase products that are good for the environment. Below are minimum requirements for paper products, bathroom and facial tissue, napkins, industrial wipers, and trash liners that may be used by contractors in a CBP service contract.

Paper Products:

Paper Products include bathroom and facial tissue, paper towels, napkins, and general-purpose industrial wipers. The Products must contain the minimum requirements shown below:

EPA's Recommended Recovered Fiber Content Levels for Sanitary Tissue Products

Item	Post-consumer Fiber (%)	Recovered Fiber (%)
Bathroom Tissue	20-60	20-100
Paper Towels	40-60	40-100
Paper Napkins	30-60	30-100
Facial Tissue	10-15	10-100
General Purpose Industrial Wipers	40	40-100

Plastic Trash Liners:

Plastic trash bags are widely available with recovered material content including HDPE, LDPE, and LLDPE. The trash liners must meet the minimum requirements shown below:

EPA's Recommended Recovered Fiber Content Levels for Plastic Trash Bags

Item	Material	Post-consumer Content (%)
Plastic Trash Bags	Plastic	10-100%

Reference: http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm