**US Customs and Border Protection Agency**
**San Diego Sector Border Patrol Headquarters**
**Janitorial Services Contract**

# STATEMENT OF WORK

## A. PURPOSE

This Statement of Work (SOW) sets forth the policies and procedures for the requirements of janitorial and custodial services for the Office of Border Patrol, San Diego Sector Headquarters and surrounding areas as outlined in the SOW and Task and Frequency charts assigned.

## B. PERIOD OF PERFORMANCE

**Base Year: October 1, 2009 through September 30, 2010**

Four (4) available Option Years exercised at the discretion of the Contracting Officer and in accordance with the needs of the government, as follows:

Option Year 1: October 1, 2010 through September 30, 2011
Option Year 2: October 1, 2011 through September 30, 2012
Option Year 3: October 1, 2012 through September 30, 2013
Option Year 4: October 1, 2013 through September 30, 2014

## C. TYPE OF CONTRACT

This acquisition will result in the award of a Firm-Fixed-Price (FFP) contract.

## D. POINTS OF CONTACT

Contracting Officer:

Frank S. Duarte
(b) (6) [redacted]
(b) (6) [redacted]

Contracting Officer Technical Representative:

(b) (6) [redacted]
Facility Maintenance Supervisor
(b) (6) [redacted]
(b) (6) [redacted]

San Diego Sector Contracts Manager:

(b) (6)
Contract Manager
(b) (6)
(b) (6)

## E. SCOPE OF WORK

The contractor shall provide all labor, supplies, (as specified), equipment, supervision, and training for janitorial services in accordance with the Task and Frequency Charts. The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed. If contract performance begins after the beginning of the month, the price shall be prorated for the first month of performance based on a daily price based on the rates in pricing section. (Monthly price divided by the number of days in that month equals the daily price for that month and will not be prorated in any other manner.) The Contractor will determine how much labor is needed to perform the tasks and what methods will be used to complete the job, and which supplies, materials, and equipment are needed.

Requirements are provided as the Government's best gauge of the minimum quality standards to be met. The results of the work performed under this contract will conform to the Janitorial Work Quality Requirements in Section C.5 and utilize International Sanitary Supply Association (ISSA) Standards. The Government expects that upon daily or periodic inspections that these minimum standards will be met or exceeded.

## QUALITY CONTROL PROGRAM:

The Contractor shall establish a complete Quality Control Program (QCP) to assure the requirements of the contract are provided as specified. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance is unacceptable. The program shall be subject to the approval of the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) and must be submitted to both the CO and COTR within 15 calendar days of contract award.

## WORK SCHEDULES:

The contract manager is responsible for submitting written contractor employee work schedules to the COTR. Schedules should include the name, work location, and proposed hours of each employee working on each workday, and should be submitted one week in advance. Changes to any schedule should be submitted 24 hours in advance.

**PERMITS AND LICENSES:**

In the performance of 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.

**NOTE CONCERNING DETAINEES:**

The Bureau of Customs and Border Enforcement has taken aliens from various nationalities into physical custody at some of its 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. The Contractor's employees should avoid contact with them whenever possible and shall not engage in conversation with detainees for any reason.

**PERSONNEL**

**A. CONTRACT MANAGER:**

The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person, and alternate(s), who shall act for the contractor when the manager is absent, shall be designated in writing to the CO and COTR prior to contract start date.

The contract manager and alternate(s) shall be able to read, write, speak, and understand English sufficiently to understand and convey information to the Government's COTR for proper action and corrections, if necessary.

The contract manager, or designated alternate(s), must be available for verbal communication with the COTR during duty hours. The contract manager and alternate(s) shall provide telephone numbers or beeper numbers where they can be reached during normal duty hours. Either the contract manager or the alternate(s) must respond in person or telephonically within thirty (30) minutes after being paged.

The Contract manager shall ensure that alcoholic beverages and/or drugs are not brought into or consumed within the Government's facility.

The Contract manager shall instruct its employees to promptly report hazardous conditions as well as items needing repair (such as leaking faucets, electrical problems, burned lights, etc.). These conditions shall be reported to the COTR on the same day as they are observed.

## B. TEAM LEADERS:

Unlike the contract managers, the team leaders do not have the authority to act for the contractor in all matters relating to the daily operations of the contract. The team leader is that person on a janitorial team for a specific location who is delegated to sign customer complaints for the contractor, thereby acknowledging receipt of the complaint. The team leader may be given direction by the contract manager to answer the complaint; but the ultimate responsibility for answering complaints and ensuring deficiencies are corrected is that of the contract manager. The identity of the team leader must be identified in writing to the COTR for each location. The team leader shall be able to read, write, speak, and understand English.

## C. CONTRACTOR EMPLOYEES:

The Contractor and his employees shall become familiar with and obey all facility regulations, including fire, traffic, and security regulations. Contractor employees may be required to sign in and sign out at some facilities. All personnel shall keep within the limits of the work and shall 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. The Contractor shall be held accountable for any repairs to Government furnished property caused by negligence on the part of contractor employees.

The Contractor shall ensure that contractor personnel shall be capable employees, trained, and qualified in janitorial work. Employee training shall include Occupational Safety and Health Act (OSHA) and other related standards. Contractor shall maintain training records for review by the CO or COTR.

**The Department of Labor has advised that Executive Order 12933, Non-displacement of Qualified Workers Under Certain Contracts (59 FR 53560 and 60 FR 36756), is applicable for this labor category in accordance with the Executive Order.**

Subject to existing laws, regulations, Executive Orders, and other provisions of this contract, the contractor or its subcontractors shall not employ aliens unauthorized to be employed in the United States to work for, under, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into all subcontracts or subordinate agreements issued in support of this contract.

All contract employees are required to attend an orientation conducted by the COTR before contract performance begins. The orientation will include an explanation of the occupant agency's function and may include a tour of the buildings/facility. It will also

familiarize contract employees with key client personnel and areas of the buildings/facility requiring special attention.

## CONTRACTOR FURNISHED SUPPLIES, MATERIALS, EQUIPMENT, AND SERVICES

1. The Contractor shall furnish supplies (as specified below), equipment, labor, supervision, and employee training necessary for the performance of the work of this contract.

2. The Contractor shall not use any material, which the COTR or Project Manager determines would be unsuitable for the purpose or harmful to the surfaces to which applied. The contractor must ensure to maximize the utilization of environmentally preferred products when furnishing supplies for this contract, based on EPA-issued guidance. Costs for correcting damage caused by the Contractor will be borne by the Contractor.

3. Supplies and Equipment: The Contractor shall furnish all supplies (as specified below) and equipment (including chemical supplies, cleaning tools, brooms, mops, dust pans, dust covers, power driven scrubbing machines, waxing and polishing machines, vacuum cleaners etc.) as needed for the performance of the work of this contract. The Contractor shall submit to the COTR a list of materials and supplies along with a copy of the Material Safety Data Sheets (MSDS) for each product to be used in the performance of this contract. These sheets will be available for review by the COTR. All chemicals used will be those commercially available which meet Federal, State and Local codes. The Contractor will take every precaution to ensure that only safe products are used. Information can be obtained from Federal, State, and Local agencies concerning safe chemical cleaning materials.

All equipment must meet all applicable OSHA standards. All electrical equipment used by the contractor shall be Underwriter Lab (UL) approved. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces. The Contractor shall be responsible for maintaining his equipment in workable conditions and shall not be relieved of responsibility and/or performance in case of a breakdown under this contract.

Contractor shall furnish and display caution signs to be used when cleaning floors where people other than contractor personnel are present. All wax shall be non-slip and water emulsion type.

**The Contractor shall furnish trashcan liners, window cleaner, wax, stripper, dust spray, toilet and bath cleaner (Virex), and hospital grade disinfectant.**

The Contractor shall complete a requisition for Government-furnished supplies on a weekly basis and submit to the COTR by 9:00 AM Tuesday of each week.

4. Personnel Protection: The Contractor shall provide all contract employees with any protective gloves, shoe covers, respirators, and disposable coveralls required to protect his/her employees from contagious substances periodically encountered in the performance of their duties.

5. Transportation: The contractor will provide his own transportation to and from all work locations.

## GOVERNMENT FURNISHED SUPPLIES, MATERIALS, AND SERVICES

1. **Space:** Space will be furnished in the building for the storage of supplies and equipment to be used in the performance of work under the contract. 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. The door to the storage space at each location will be locked and only contractor personnel, the Patrol Agent in Charge (PAIC), and the COTR shall have keys to the storage area.

2. **Utilities:** Government will furnish water and electricity to perform the contract. Water is limited to the normal water supply provided in the building. No special heating or cooling of water will be provided.

3. **Supplies:** The Government shall furnish the following supplies: light bulbs, hand soap, bar soap, paper towels, toilet paper, paper cups, toilet seat liners, and toilet bowl deodorants.

4. No tools or equipment will be furnished by the Government to the contractor.

## CONTRACT WORK REQUIREMENTS

Janitorial Requirements and Quality Standards

For tasks to be performed more than once a day, the second cleaning shall be performed not earlier than six hours after the first cleaning, and not later than twelve hours after the first cleaning. For tasks required to be performed less than once a month (such as floor stripping and applying new wax), the contractor is required to perform each listed task within the first month of contract performance, and then on a regular schedule thereafter as stipulated in the Task and Frequency Chart for the individual locations.

A. VACUUM CARPET: The Contractor shall vacuum all carpeted floor areas. Carpeted surfaces shall be maintained free of obvious dirt, dust, other debris and residual matter. All tears, burns, and raveling shall be brought to the attention of the COTR.

B. SWEEP FLOORS: Floor surfaces shall be maintained clean and free of marks, dirt, spills, dust, visible litter, and other foreign matter. Chairs, trash receptacles, and easily moveable items are to be swept underneath and returned to their original positions upon completion. No dirt shall be left in corners, under furniture or behind doors.

C. MOPPING AND SPRAY BUFFING FLOORS: All resilient and hard floor areas shall be damp mopped and spray buffed so that after mopping they are clean and free of dirt, water streaks, rust stains, mop marks, gum, grease, tar, skipped areas and present an overall appearance of cleanliness. The contractor shall apply a uniform coating of nonskid floor finish, so that the floors have a glossy appearance, and are free of scuff marks, heel marks, and other stains and discolorations. There shall be no buildup of wax on the floor, baseboard, or walls. Appropriate precautions such as "Caution" signs shall be displayed when the contractor is cleaning the floors and other than contractor personnel are present.

D. STRIPPING WAX AND APPLYING NEW WAX: All tile and resilient flooring areas shall be free of old wax when stripped. A new base coat of non-slip floor wax shall be placed on the floor, so that after buffing, the finish is clean, glossy, and uniform in all areas. There shall be no build-up of wax in corners, doorsteps, or next to carpeted areas.

E. CLEAN OFF MATS: Floor mats provided by the Government shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. The contractor shall sweep, vacuum, or hose-down outside rubber or polyester entrance mats to remove soil and grit. The contractor shall remove soil and moisture underneath entrance mats and return mats to their normal location.

F. REMOVE TRASH: The contractor shall empty and return to their initial location all wastebaskets, cigarette butt receptacles (ashtrays, butt cans, etc.), and other trash containers within the area. Boxes, cans, and papers placed near a trash receptacle and 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 in or around the facility or grounds during removal of collected trash. All solid waste collected as a requirement of this contract shall be placed in dumpster containers at the site.

G. PERFORM LOW DUSTING: The contractor shall thoroughly dust all horizontal surfaces of furniture and cleared desk tops 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., to a line 7'0" above the floor level. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, smudges, or streaks on dusted surfaces caused by dusting tools. NOTE: In dusting of horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas. The Contractor shall not dust typewriters, computers, business machines, and equipment similar in nature.

H. CLEAN GLASS: 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 approximately 70 inches of the floor so that after cleaning the glass, there shall be no traces of film, dirt, smudges, water, and glass shall not be cloudy.

I. CLEAN DRINKING FOUNTAINS: The Contractor shall clean drinking fountains and replenish paper cups where dispensers are provided. 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.

J. CLEAN WOOD PANELING: Wipe down and treat surfaces of wood paneling. Paneling shall be free of dirt, dust, streaks, and spots.

K. 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, break areas, and drinking fountains. Brass hardware, aluminum bars, and other metal on doors and cigarette urns shall have a uniform appearance, and be free of stains, spots, and free from evidence of soil. Holding Cells will only be entered for the purpose of cleaning or resupplying when detainees are not present.

L. SWEEP AND DAMP MOP RESTROOM/LOCKER ROOM/HOLDING CELL FLOORS: The contractor shall sweep the floor so it is free of visible litter, dust, and foreign debris, and then damp mop accessible areas. Holding cells with drains shall be hosed down with water so that no dirt, mud, or other debris remains. A trained cleaning crew utilizing protective clothing and equipment in accordance with OSHA regulations will clean spills of all biohazardous waste promptly. After mopping and/or hosing, floors shall have a uniform appearance and be free of streaks, debris, or standing water. Holding Cells will only be entered for the purpose of cleaning or resupplying when detainees are not present.

M. DISINFECT RESTROOMS/LOCKER ROOMS/HOLDING CELLS: 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 followed by a clean water rinse. Holding Cells will only be entered for the purpose of cleaning or resupplying when detainees are not present.

N. DESCALING RESTROOMS/LOCKER ROOMS/HOLDING CELLS: The contractor shall descale toilet bowls and urinals, so that after descaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains. Holding cells will only be entered for the purpose of cleaning or resupplying when detainees are not present.

O. SUPPLY RESTROOM/LOCKER ROOMS/HOLDING CELLS: The contractor shall resupply restrooms/locker rooms/holding cells with toilet paper, paper towels, and hand soap, so that after resupplying, the rooms are stocked. Holding cells will only be entered for the purpose of cleaning or resupplying when detainees are not present.

P. APPLY FLOOR FINISH RESTROOM/LOCKER ROOM/HOLDING CELL FLOORS: The contractor shall apply a uniform coating of non-skid floor finish so that floors present a uniform glossy appearance. The contractor shall remove floor finish solutions from baseboards, trash receptacles, lockers, toilets, urinals, and return all moved items to the proper positions after applying floor finish.

Q. STEAM CLEAN HOLDING CELLS: Holding cells shall be swept clean and washed down using high-pressure steam with a disinfectant chemical approved for use by the COTR. All walls, floors and ceilings shall be thoroughly cleaned and disinfected.

R. HIGH CLEANING: High Cleaning shall be provided to maintain a clean dust-free appearance. High dusting involves all areas over 84 inches tall and includes venetian blinds, recessed lighting fixtures, window ledges, flat surfaces, conduit, all overhead piping, vertical surfaces, camera fixture covers, AC grills, air conditioning boxes and ceiling fans where installed. Ceilings are to be free of cobwebs and loose dirt.

S. WINDOW SURFACES: The contractor shall clean interior and exterior window surfaces, so that after windows have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.

T. LIGHT FIXTURES: The contractor shall clean light fixtures so that fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. The Contractor shall only be responsible for the exterior of the lights.

U. WASH VENETIAN BLINDS: Wash all venetian blinds in building. Clean cords. Report any defective cords to the COTR. 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.

V. DUST VENETIAN BLINDS: Both sides of venetian blind slats shall be dusted with a dry cloth so that after dusting, no dust or lint remains.

W. CLEAN REFRIGERATORS: All Government-owned refrigerators used for storing alien meals shall be cleaned so that there are no drips or spills or other food or debris on the walls, shelves or floor of the refrigerator. The top of the refrigerator shall be cleaned so that no dust, dirt, or debris remains. The insulating seals on the refrigerator shall be cleaned so that no spills, dirt, dust or other debris remain and the seal is clean all the way around the door. The air vent on the bottom or back of the refrigerator shall be cleaned so that no dust, dirt or debris remains and the air is able to circulate freely.

X. PERFORM SIDEWALK AND ENTRANCE CLEANING: The Contractor shall clean the sidewalk and entrance area so that after cleaning they are free of paper, trash, bottles, and other discarded material. Sidewalk and Entrance areas shall be hosed down with water to remove caked mud and dirt.

Y. STEAM CLEAN CARPETING: The Contractor shall clean carpets to loosen stains and debris embedded in carpet and vacuum. Steam cleaning shall be performed around desks and file cabinets. Contractor shall move and return to original position any furniture moved during the cleaning process.

Z. DISPOSE K-9 REFUSE: The Contractor shall empty container of K-9 refuse and replace liner. Container will be located outside the fenced kennel area.

AA. SHAMPOO CARPETS: All carpets shall be clean, free of spots, spills, and removable stains. If necessary, non-absorbent pads or foil will be placed between the carpet and the furnishings. Any rust or stains resulting from the contractor's lack of carpet protection shall be removed by the contractor, or by the government at the contractor's expense. Carpet shall be vacuumed prior to the arrival of the occupants. Any furnishings moved during the carpet shampoo process shall be returned to their original positions.

## MISCELLANEOUS REQUIREMENTS

A. Lights shall be used only in areas where and at the time when work is actually being performed. Unnecessary lights shall be turned off.

B. Mechanical equipment controls for heating, ventilation, and air-conditioning system will not be adjusted by the workers.

C. Water faucets or valves shall be turned off after the required usage has been accomplished.

D. Windows shall be closed and lights and fans turned off when not in use.

E. Turn in lost and found articles the same day to the PAIC or the COTR.

F. Immediately notify the PAIC or Supervisory Agent when an unauthorized or suspicious person is seen on the premises.

G. Report any items in need of repair that are discovered during performance of duties to the COTR.

H. Lock rooms in security areas after cleaning and return keys to the designated office.

I. Ensure that upon completion of work, all tools, equipment, and supplies are stored properly.

J. The Work required under this contract shall be performed with a minimum disruption to the Government personnel working on site.

## REPORTING REQUIREMENTS

The Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice prepared for payment (both the COTR and the Contract Administrator copy.) The report shall cover the term for which the invoice is submitted and shall list by site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and recommendations involving impact on technical, price and scheduling).

## QUALTY CONTROL

A. QUALITY CONTROL PROGRAM

The Contractor shall establish and maintain a complete Quality Control Program (QCP) to ensure the requirements of the contract are provided. This inspection system shall cover the services listed in the Performance Requirements Summary (PRS) herein and provide for some form of positive validation of all services provided. The Contractor shall be responsible for establishing methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable. The contractor shall maintain on-site records of all inspections conducted and corrective action taken. Changes or updates to the QCP shall be submitted to the COTR or CO for approval.

B. PERFORMANCE EVALUATION MEETINGS:

Meetings will also be held between the Contractor, selected Government Personnel, and the COTR on a monthly basis for the first three months, and thereafter on a schedule agreed to by the participants. The purpose of the meetings will be to discuss the contractor's performance, areas of deficiencies, areas of satisfaction and other needs or concerns.

Specific topics to be addressed by the COTR during the regular monthly meetings to determine contractor responsiveness may include such areas as: effectiveness of Quality Control Plan, corrective actions plans and problems impacting overall contract performance/service delivery.

The COTR shall establish points of contact with other CBP Personnel to assist in monitoring contractor service delivery. These agency points of contact should be kept informed of janitorial services with focus on specific customer feedback/Government facility requirements.

C. INTERIM/FINAL PERFORMANCE EVALUATION REPORT:

The COTR will summarize all available performance information and prepare an interim evaluation report ninety (90) calendar days prior to the anniversary date of the contract. These interim evaluation reports will be used to assess past performance for consideration in exercising options and award of future contracts.

D. PROCEDURE FOR HANDLING DEFICIENCIES:

The COTR will make a periodic walk through of the buildings and other areas covered by the contract to ascertain the level of services being provided. The Contractor will be notified by the COTR of all complaints and deficiencies. After verbal notifications of deficiencies have been received, the contract manager or alternates(s) shall be available within four (4) hours during normal duty hours to meet at the specific work location to discuss problem deficiencies. The COTR will put in writing the complaints and deficiencies that were discussed in the verbal notification to the contractor.

E. SUBMITTAL OF QCP

A proposed QCP shall be submitted within 15 calendar days of award. If the contractor chooses to make any changes to the plan after that during the contract performance period, such changes shall not be effective until they are submitted in writing to the CO, and the contractor receives written acceptance by the government of such changes.

F. SAFETY PROCEDURES

The QCP shall address safety procedures to be utilized by the contractor in the performance of his daily duties.

## QUALITY ASSURANCE:

PROCEDURES:

The procedures and methods established in the Quality Assurance Plan (QAP) will serve as a guide for all parties involved to ensure that the Government receives all the services paid or and specified in this contract. The QAP shall define the roles and responsibilities of the participating Government officials, define the types of work to be performed, describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance, provide copies of the Janitorial Services Inspection Checklist that will be used by the Government in documenting and evaluating the Contractor's performance, and describe the process of performance documentation.

In order to have an effective contract administrative program that ensures a successful business relationship between the Government and the contractor, all parties involved in the service delivery process must work as a team and foster open and honest communication at all times. Close coordination between and active cooperation on a continuous basis between the Contractor, CO, Contract Administrator, and COTR are necessary to ensure a clean, safe, and healthy working environment, and well-maintained buildings.

The terms of the contract have been agreed upon by both the Contractor and the Government at the time of contract award. During the life of the contract, Contractor performance will be documented by means of written inspections, minutes of meetings, customer surveys and records, which will be retained as part of the official contract file.

## MONETARY ADJUSTMENTS FOR INADEQUATE CONTRACT PERFORMANCE:

a. In accordance with FAR Clause 52.212-4, Contract Terms and Conditions—Commercial Items, the Contractor is advised that the government will only pay for satisfactory services received. When deficiencies are identified by appropriate government personnel, and when the service cannot be reperformed, the Contractor is advised that the monthly payment will be revised as indicated below to reflect the reduced value of the services received.

b. The method of surveillance will be 100% inspection, planned sampling, random sampling and customer complaints. Some tasks will be under surveillance by 100% inspection or periodic inspection depending on the type of tasks and their frequency. Results will be documented on a tally checklist. If there is a complaint, contractor

performance will be observed and identified by the COTR and other customers on a surveillance checklist. The team leader for each location is responsible for signing with his initials next to items where unsatisfactory service has been identified. The Contract Manager, when on a particular site, can also be responsible for acknowledging the surveillance results. The initialing of the tally checklist by a contractor employee does not necessarily constitute concurrence with the observation. Such initials only mean acknowledgement of the fact that he or she has been made aware of the performance observation made by the government representative. The Contractor may also designate the team leader from a specific location as the individual responsible for providing a written explanation for unsatisfactory performance at that location.

c. The COTR us responsible for issuing CDR within two (2) working days of receipt of the Customer Complaint Records may present in writing to the COTR reasons why any or all of the proposed reductions are not warranted. Reasons must be solidly based, and must provide specific facts which justify reconsideration and adjustment of the proposed amount to be withheld. The Contractor should also specify what steps will be taken to ensure that similar performance discrepancies do not happen in the future. Failure to respond within the ten (10) day period may be construed as acceptance of the payment reduction(s) proposed.

d. Monthly payments will not be delayed pending resolution of disputes regarding proposed payment reductions. Monies for proposed payment reductions may be withheld pending final decision from the Contracting Officer concerning disputed deficiencies.

**CALCULATION PROCEDURES FOR MONTHLY PAYMENT**

**FOR TASKS PERFORMED MORE FREQUENTLY THAN ONCE A MONTH:**

| | |
|---|---|
| Monthly cost of service to a particular location, | Example = $4,000. |
| Value of task (percentage from Task and Frequency Chart )* | = 5% |
| Dollar value of task for the month | = $200. |
| Number of times task performed for the month (daily task, for 30-day month) | = 22 |
| Number of times task performed successfully for the month | = 18 |
| Percentage of times task performed successfully (18 divided by 22 = .82) | = 82% |
| Adjusted dollar value of task for the month ($200 x .82 = $164) | = $164. |

**FOR TASKS PERFORMED LESS FREQUENTLY THAN ONCE A MONTH:**

| | |
|---|---|
| Monthly cost of service | Example= $4,000. |
| Value of task (percentage of monthly payment)* | = 5% |
| Frequency of task | = Every 2 months |
| Dollar value of task<br>(5% x 2 months = 10% x $4,000 = $400) | = $ 400. |
| If task not performed, or performed unsuccessfully, on scheduled month, adjusted dollar value of task for the month ($4,000. - $400. = $3,600.) | = $3,600. |

***NOTE:**

**For percentage values for each task, see Task and Frequency Charts, right hand column, for each chart/location.**

e. Successful reperformance will negate observed discrepancies only if accomplished during the same duty day as the original work was performed. The contractor will be liable for any Government reinspection costs.

f. The taking of deductions shall not be deemed to waive or limit any right of the Government under FAR 52.212-4 Contract Terms and Conditions-Commercial Items, Subparagraph (a), (l), and (m).

**INDEMNIFICATION:**

a. RESPONSIBILITY FOR GOVERNMENT PROPERTY:

The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at

its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

b. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to raising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

c. GOVERNMENT'S RIGHT OF RECOVERY:

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

d. GOVERNMENT LIABILITY:

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

**SECURITY REQUIREMENTS:**

a. GENERAL

The Bureau of Customs And Border Protection (CBP) has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), have access to Bureau of Customs and Border Protection facilities and that the Contractor will adhere to the following.

b. SUITABILITY DETERMINATION

CBP shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility access for Contractor employees based upon the results of a FBI Fingerprint Check. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable suitability determination by the Security Office.

c. BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing unescorted building access shall undergo a fingerprint check. All fingerprint checks will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office through the COTR no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"

2. FD Form 258, "Fingerprint Card" **(2 copies)**

3. Foreign National Relatives or Associates Statement

CBP will provide required forms at the time of award of the contract. Only complete packages will be accepted by the Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

CBP will consider only US Citizens and Lawful Permanent Residents for employment on this contract.

d. CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities the COTR will advise the Contractor that the employee shall not be assigned to work under the contract.

The Security Office may require drug screening for probable cause at any time and/or when the contractor independently identifies, circumstances where probable cause exists.

CBP reserves the right and prerogative to deny and/or restrict the facility access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom CBP determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to CBP Security Office. Reports based on

rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Security Office must be notified of all terminations/resignations within five days of occurrence. The Contractor will return any expired CBP issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

e. EMPLOYMENT ELIGIBILITY

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

The contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract. All personnel must be U.S. citizens or lawful permanent residents, possess a high school diploma or equivalent (GED), have no criminal record, and are in good physical condition.

f. STANDARDS OF CONDUCT:

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized.

**SAFETY STANDARDS:**

A. WORK ENVIRONMENT:

The Contractor shall safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; and void interruptions of Government operations in performance of this contract.

**NOTE:** Concerning Exposure to Infectious Diseases: The Contract outlines the cleaning of holding cells and processing areas. Such holding cells shall be identified

as a Biological Hazard (Biohazard) area. It is the responsibility of the contractor to inform the contractor's employees that they have a chance of being exposed to these diseases, and that they need to take appropriate precautions. The Contractor, in their Hazard Communication (HAZCOM) program, shall identify precautionary measures.

A. PROCEDURES: 29 CFR 1910.1200:

(1) Contractor shall comply with the standards issued by the Secretary of Labor at 29 CFR part 1910: 29 CFR 1910.1200 (c) Definition of:
Employer – A person engaged in a business where chemicals are either used, including contractors and sub-contractors.
Employee – A worker who regularly works with hazardous materials.
Hazardous Chemical - Any chemical, which is a physical or health, hazard.

(2) The Employer is required to ensure that each container in the workplace shall be labeled, tagged, or marked with the following information: (1) Identify of the hazardous chemical(s) contained within; and, (2) Appropriate hazard warnings, alternatively, words, pictures, symbols, or combination thereof, which provide at least general information regarding the hazards of the chemicals, and which, in conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards of the hazardous chemicals.

(3) Employer shall have the Material Safety Data Sheets (MSDS), in the workplace, for each hazardous chemical that they use.

(4) Employers shall develop, implement, and maintain at each workplace, a written hazardous communication HazCom Program in accordance with 29 CFR 1910, 1200 (e).

(5) The Employer shall make the written HazCom program available, upon request, to employees, and other Contractor designated representatives.

(6) The quantity of flammable or combustible liquids, shall be the minimum required for operations and should ordinarily not exceed a supply for ONE-DAY OR ONE SHIFT. Storage of flammable or combustible liquids shall be accomplished in compliance with 29 CFR 1910.106 and National Fire Protection Association, Chapter 30 unless kept in an appropriate storage area.

(7) If a particular standard is specifically applicable to a condition, practice, means, method, operation, or process, it shall prevail over any different general standard, which might otherwise be applicable to the same condition, practice, means, method, operation, or process. On the other hand, any standard shall apply accordingly to its terms to any employment and place of employment in

any industry, even though particular standards are also prescribed for the industry to the extent that none of such particular standards applies.

(8) Inside storage rooms shall be constructed to meet the required fire-resistive rating for their use.

(9) Metal storage cabinets and safety cans meeting the requirements of a nationally recognized testing laboratory, as defined in 29 CFR 1910.7, shall be deemed to be in compliance.

(10) Storage in office occupancies shall be prohibited, except:

(a). What is required for maintenance of the building.... (refer to 7 above)
(b). When kept in a locked, inconspicuous storage cabinet or an inside storage room that does not have a door that opens into the general public areas.

(11) Storage areas shall be secured from tampering,

(12) Ensure that any additional measures the CO determines to be reasonably necessary for this purpose are taken.

B. CORRECTIVE ACTION:

Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition, which poses a serious or imminent danger to the health or safety of the public or Government personnel, the CO shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

## GLOSSARY AND DEFINITIONS:

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| ATTACHMENT: | Any documentation appended to a contract or incorporated by reference, which does not establish a requirement for deliverables. |
| BLOODBORNE PATHOGENS: | Health hazard (e.g. Hepatitis B Virus, or Human Immunodeficiency Virus HIV) caused exposure to bodily fluids of person so infected. OSHA regulations for the handling of such hazardous material found at 29 Code of Federal Regulations (CFR) 1910.1030 extends to all private sector employers with one or more employees, as well as federal civilian employees. |
| CARPET SPOTTING: | To remove soil marks on carpet surface surrounding area. |
| CLEANER: | Material that will remove soil, stains, and buildup without harm to the object being cleaned. |
| CLEANER/ DISINFECTANT: | Material that combines both cleaning and disinfecting components. |
| CONTRACT MANAGER: | That person, or designated alternate, responsible for insuring that required services are performed for the supervision of contract employees, and who is the one point of contact responsible for interaction with government personnel. |
| CONTRACTING OFFICER: | The term "Contracting Officer" (CO) as used in this solicitation and the resulting contract shall mean the Contracting Officer who will administer the contract in behalf of the Government. |
| CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE | The term "Contracting Officer's Technical Representative" (COTR) as used herein means the person or persons designated and authorized by the Contracting Officer to answer technical questions, provide for inspections, review and arrange for review of submittals, and certify invoices for payment. |
| DAMP MOP: | The use of a damp mop to pick up soil, dirt, residue or dust from the floors. |
| DISINFECTANT: | An agent to destroy vegetative forms of harmful microorganisms but not ordinary bacterial spores. |

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| EXHIBIT: | Document referred to in a contract, which is attached and establishes requirements for deliverables. |
| FLOOR FINISH: | High solids metal cross linked acrylic polymer based floor finish intended for use on all non-wood and sealed wood floors, to be used at strengths recommended by manufacturer so that clean, uniform, glossy appearance. |
| FLOOR POLISH REMOVER | Non-ammoniated cleaner, designed to remove water emulsion floor finish and floor wax from linoleum, vinyl-asbestos, asphalt tile, and all impermeable floor surfaces, to be used at strengths recommended by manufacturer. |
| FLOOR RINSE: | To use clear water to remove all residues from floor. The floor should be in a clean condition without any sign of residue. |
| FLOOR SEALER: | A liquid sealant for sealing porous surfaces of floors. Used as an undercoat for floor finishes for concrete, brick clay type and terrazzo floors. |
| FLOOR STRIPPING: | To remove floor finish by the use of 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. |
| GENERAL PURPOSE DETERGENT: | Non-medicated, water-solvent liquid to be used as a general-purpose household cleaner, to be used at strengths recommended by manufacturer. |
| GERMICIDE: | An agent to destroy germs. |
| HAND CLEANER: | Lotion or cream cleaner to remove grease and industrial soils from hands to fit dispensers at each work location, to be dispensed at strengths recommended by manufacturer. |
| HAZCOM PROGRAM: | Written Hazardous Communication Program in accordance with 29 CFR 1910, 1200 (e). |
| OSHA: | Occupational Safety and Health Act |
| PAPER CUPS: | Uncoated conical, straight edged cups, which fit dispensers at each location. |

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| PAPER TOWELS: | General purpose, single ply, disposable wipers for cleaning, polishing and wiping on dry, wet or oily surfaces which will fit dispensers at each work location. |
| POLICING: | To make an area clean and neat in appearance by removing obvious debris, spillage, etc. |
| POLISHING: | To make surface smooth and bright using polishing compound. Otherwise damp wiping, is done with a damp cloth. |
| SANITIZE: | Free from dirt and germs. |
| SPOT CLEAN: | To remove dirt, grease or other material that gives visual appearance of soiling from an area without cleaning the entire surface. |
| SPRAY BUFFING: | A method of floor care which removes marks, hardens differing sharply in color and brightens the floor surface. The method is to sweep and damp mop the area to remove dirt, stains, and other particles. Then spray a thin coat of floor finish and buff with pad to dry and restore or increase bright finish. |
| TEAM LEADER: | That person responsible for initialing surveillance checklists (signifying acknowledgement of the results) at any given service location. |
| TOILET PAPER: | Compressed, two ply rolls to fit dispensers at each location. |
| TREATED DUST MOP: | A cloth that has been treated to retain dust when being used to remove dust. |
| WET MOP: | The use of a soaking wet mop to agitate soil on the floor followed by a pickup of residue, water and dirt. |

Department of Homeland Security
U.S. Customs and Border Protection
Office of Border Patrol

Instructions for Completion of Contractors Suitability Check Packet
*In accordance with DHS MD 11055 and CBP HB 1400-07.*

If possible, all forms should be typed for clarity. If hand written, handwriting should be easily legible. Illegible handwriting or information that is difficult to read will delay the process.

**SF-85P**: Two copies, with ***original signatures*** should be submitted. Complete the form with as much information as possible. If you can not remember specific information, or are unsure exact dates, please put the best estimate of dates and times or addresses as possible. Leaving information out may delay the process. Xeroxed copies must be readable and should not be singed until after they are copied. If applicant needs extra space for completion of the SF-85P, the **SF-86A** Continuation Form should be used.

**SF-85PS:** Two copies, with ***original signatures*** should be submitted. Complete the form with as much information as possible. If you can not remember specific information, or are unsure exact dates, please put the best estimate of dates and times or addresses as possible. Leaving information out may delay the process. Xeroxed copies must be readable and should not be singed until after they are copied.

**CBP-257**: Two copies, with ***original signatures*** should be submitted. Follow the instructions on the first page carefully for inputting information. For Section 1, Line H, only submit for any item over $25,000 in value. For all other sections, the best estimate of value rounded to the nearest $100.00 is acceptable. *This form, once completed should be sealed in a separate envelope, by itself, with the applicants name, social security number, contract company name and "OFI-36" written on the outside.* This should be submitted with the rest of the packet.

**OFI-306** "Declaration of Federal Employment": Submit two copies with ***original signatures.***

**FCRA** "Consumer/Credit Report Release Form": Complete one copy and sign.

**FD-258** Fingerprint Chart: *Three Charts must be completed.* FD-258 Charts are provided by the OBP Security Officer. The Security Officer will provide reasonable accommodation to have the FD-258 completed with fingerprinting at a local office. Scheduling a time for an applicant to be fingerprinted should be coordinated with the Security Officer at least 72 hours in advance.

**ADP Clearance Form:** One copy must be completed whether the employees will have computer access or not. COTR must complete item 3 and sign.

Once the packet is completed and all forms have been signed as necessary, the entire packet should be sealed in a 9 1/2-inch by 12-inch envelope, with transparent tape or other secure sealing technique used to show tampering. Submit the packet to the OBP Security Officer at the address below via U.S. Mail or other means of mail delivery. Packets should not be delivered by hand to OBP Offices.

Department of Homeland Security
U.S. Customs and Border Protection
Office of Border Patrol, San Diego Sector
Security Programs Division, ATTN: CTR SCS
2411 Boswell Road, Room # 200
Chula Vista, CA 91914

***Contractors or their officers may not contact the Security Officer for updates or status inquiries to an applicant's suitability checks. Any questions should be referred to the COTR for forwarding to the appropriate office.***