

## ATTACHMENT A

### Del Rio Sector

### Janitorial/Land & Grounds Maintenance Statement of Work (SOW)

April 01, 2023 – March 31, 2024

#### 1.0 BACKGROUND:

This Statement of Work (SOW) is intended to support the facility services to include grounds maintenance at U.S. Customs and Border Protection (CBP) sites. All service work shall be performed on CBP properties as specified by Building Entity (BE). Typical service work will be performed within a 5-to-7-day week observed by the building occupants, unless changes are specifically approved by the Contracting Officer's 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 B 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.

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 five to seven-day week observed by the building occupants unless an alternative schedule is specifically approved by the Contracting Officer's Representative (COR) or Government Authorized Representative.

No work shall be performed by the Contractor unless CBP Personnel are on duty at each location to observe the work performed by the Contractor. If an exception is necessary, the Contractor will submit their request in advance to the COR for approval and coordination with CBP personnel. 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 operational work of CBP and can be coordinated in advanced at each location. All equipment used in the project will be safe and in good working order.

#### 2 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, land and grounds maintenance, pest control, and related services in accordance with the requirements of this SOW. The "Task and Frequency" Charts for this contract is set forth in Attachment B of this SOW.

#### 3. SPECIFIC TASKS:

The Contractor shall perform Custodial Services, Lands and Grounds Maintenance, and Pest Control Services.

The Contract Services Guidelines for the Contractor are given below, including quality Standards. Questions should be addressed to the Government Authorized Representative.

In addition to the "Task and Frequency Charts" the following Specific Tasks shall be performed:

- Services for every processing area/holding area in each Del Rio (DRT) Sector Border Patrol Facility will be performed two (2) times per day, seven (7) days per week.
- Fifteen (15) shower stalls/wash stations in DRT Sector will be cleaned and provisioned one (1) time daily, seven (7) days per week.
- Hand sanitizer dispensers will be installed and refilled in all Conference and Muster Rooms thorough all Sector locations, as needed.
- Detainee Sleeping Mat cleaning, disinfecting, and decontamination will be performed with "Clorox Disinfecting 360 Electrostatic Machine" and will be performed one (1) time per day, five (5) days per week, Monday thru Friday at each of the locations listed on the frequency table. The cleaning location will be designated by each Station.

### **3.1 Custodial Services**

**3.1.1 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 carpet stains smaller than two square feet. All tears, burns, and raveling shall be brought to the attention of the COR.

**3.1.2 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.

**3.1.3 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.

**3.1.4 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.

**3.1.5 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.

**3.1.6 Strip Wax and Apply New Wax** 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.

**3.1.7 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.

**3.1.8 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 designated by the COR. 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.

**3.1.9 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, windowsills, handrails, 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.*

**3.1.10 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 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.

**3.1.11 Clean Exercise Room Equipment (if applicable)** Wipe down surfaces of exercise equipment, including mats beneath the equipment, with a disinfectant that will not damage or degrade any of the parts of the equipment. Exercise equipment shall be free of dirt, dust, streaks, and spots.

**3.1.12 Clean Drinking Fountains** 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.

**3.1.13 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 clean brass hardware, aluminum bars, and other metal on doors and cigarette urns with a

cleaning compound. The cleaning 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 at no additional cost to the Government. 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.

**3.1.14 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 that 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.

**3.1.15 De-scaling Restrooms, Showers, Holding Cells** The Contractor shall machine descale 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.

**3.1.16 Unclogging Toilets** The Contractor shall address clogged toilets that have been identified to them or those that they identify themselves that are clogged and not flushing due to obstructions. In these instances, the Contractor will remove any paper or solids that may be causing the obstructions in the bowl and will then attempt to flush the toilet. If this does not clear the obstruction, the Contractor will be responsible for providing and using a plunger or other means to clear the obstruction. Obstructions not caused by contents in the bowl itself, requiring more extensive means to clear or located further down the sewer line will not be the responsibility of the Contractor. If Contractor is unable to clear the obstructions utilizing the means identified, the Contractor will notify the Customer so that a Work Request may be submitted.

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

**3.1.17 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 or compound.

**3.1.18 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.

**3.1.19 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 as in Del Rio Sector Lobby Ceiling lights 12', OIT Bay Lights and vents 14' and ceiling 23', FM&E warehouse lights 18' ceiling 24', Supply logistics lights 14' and ceiling 18',

Disposal Ceiling, lights & vents 13', Light Vehicle lights 13' and Heavy Bays lights 20' ceiling 24', tire shop ceiling 17' lights 13', Vehicle shop breakroom/Office space lights 13', Ceiling 17', X-Fit lights and vents 10' Ceiling 13', Sector Fuel Island lights and Ceiling 17', Del Rio Station Sally Port lights 13'm Brackettville BP Station Fuel Island lights and Ceiling 13', Vehicle Wash Bay Ceiling 13' Eagle Pass North VMF lights 13' Ceiling 15', Main bldg.. Gym lights & vents 13', Fuel Island lights 13' ceiling 14', Eagle Pass South Lobby Ceiling and lights 17', Muster/Training Room Ceiling 21' Fuel Island lights 13' ceiling 14', Processing lights and vents 13', New Vehicle wash bay lights and ceiling 12', Carrizo Springs BP Station Sally Port lights 13' ceiling 17', Processing area ceiling, vents, and lights 13', Hangar Gym lights 13', ceiling 15', Vehicle Maintenance Bldg. lights 13' ceiling 15', Uvalde BP Station Ck Pt lights 15' Ceiling 20', Uvalde BP Station Sally Port lights 13' Ceiling 15', Fuel island lights 13' ceiling 14', VMF lights 13' Ceiling 17' to include Venetian blinds, ceiling fans where installed and air supply/return vents. Frequencies may vary according to accessibility and visibility. Other Ceilings above the 7'0" height should be identified by the Contractor during the pre-bid walkthrough of CBP Facilities.

**3.1.20 Clean Window Surfaces** 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.

**3.1.21 Light Fixtures** 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.

**3.1.22 Check and Replace Light Bulbs** The Contractor will check all interior lighting Fixtures for bulbs that need replacing, including the garage(s), fixtures in the detention cells, and any lighting fixtures attached to the exterior of the building. The Contractor will remove bulbs that are burned out, provide the replacement bulbs for all referenced fixtures, replace the burned-out bulbs within 24 hours of occurrence, and dispose of old bulbs. Parking lot light bulbs and self-contained light fixtures that do not allow for bulb replacement will be the responsibility of the electrical contractor responsible for the site electrical system.

**3.1.23 Inspect and Clean Venetian Blinds** Inspect all Venetian blinds in buildings and clean cords, if necessary. Defective cords or blinds shall be reported to the Government Authorized Representative who will provide replacements to be installed by the Contractor. 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.

**3.1.24 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.

**3.1.25 Clean Air Conditioning Vents** 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.

**3.1.26 Clean Kennel Areas** The kennel area should be free of all solid animal waste, loose hairs, dirt, litter, and debris, in areas outside of the kennels. The Contractor will coordinate with K9 personnel if the kennel is occupied to empty the kennel or to clean on the next cleaning opportunity in accordance with the frequency chart(s). 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. All solid waste should be collected and placed in designated containers. 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 dog's reach.

**NOTE:** For tasks to be performed more frequently than twice a day, the second cleaning shall be performed no earlier than six hours after the first cleaning, and no later than twelve hours after the first cleaning. For tasks required less frequently than once a month, 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.

### **3.2 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.

**3.2.1 Policing/Perform Grounds Cleaning** 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 and machine swept.

**3.2.2 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 always present a well-groomed appearance. 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 will be done once a year.**

**3.2.3 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 four inches. Grass cuttings of these areas will not be left in random piles or other unsightly conditions.

**3.2.4 Grass Edging** Grass adjacent to asphalt or concrete walks or driveways shall be trimmed and present a neat appearance. The contractor shall trim grass to maintain a growth free area between 1" and 1½" away from obstacles such as buildings, curbs, walkways, flagpoles, signs,

parking lots, and fences. The Contractor is to remove the roots of all weeds 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.

**3.2.5 Shrubbery and Tree Trimming** All shrubs, hedges, and trees 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. Contractor will perform light trimming of tree limbs in and around the parking areas and the perimeter fencing, if applicable.

**3.2.6 Weed Control** 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 shelf in stores, can be applied. If applicable, MSDS sheets must be presented to the Government Authorized Representative prior to the application.

**3.2.7 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 contractor shall provide equipment to spread fertilizer. The areas where fertilizer has been spread shall be watered to a depth of 1" after applying fertilizer.

**3.2.8 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.

**3.2.9 Rake and Remove Leaves** Fence areas, shrub beds, flowerbeds, turf areas, sidewalks, drains, roadways, and other surfaces shall be maintained free of leaves.

**3.2.10 Parking Lots, and Driveways** The Contractor shall machine 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 using 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.\

### **3.3 Pest Control**

**3.3.1 Description of Services** Contractor shall provide Pest Control Services as follows:

The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the

building site specified in this document. Control strategies in an IPM plan should extend beyond the application of pesticides to include structural and procedural modifications that reduces the food, water, harborage, and access used by pests.

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.

**3.3.2 General Worksite Information** Refer to Worksite Identification and Schedule 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.

**3.3.2 Initial Inspection of Facilities** 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.

**3.3.3 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, Bats, termites and any other arthropod pests. Include snakes by both barrier and repellent at Checkpoint and K-9 facilities.

**3.3.4 Integrated Pest Management (IPM) Plan** 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.

**3.3.5 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.

**3.3.6 Service Schedule and Times** 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 exists before applying any pesticides.

**3.3.7 Commercial Applicator Technician Licenses** The Contractor and technicians shall have the proper Pest Control licenses for State and any other applicable regulatory agency.

**3.3.8 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.



**3.3.9 Record Keeping** The 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.

**3.3.10 Use of Pesticides** The 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.

The 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. The 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.

**3.3.11 Rodent Control** 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.

**3.3.12 Bait Boxes** Contractor will place ninety-five (95) bait boxes distributed five (5) bait boxes at each of the nineteen (19) sites appropriately and effectively. The boxes will be serviced and maintained, and replaced, when necessary, for the entire length of the extended period of performance of this contract. At the end of the extended POP, contractor will remove and properly dispose of the bait boxes.

#### **4. Site Specific Other Items:**

Unusual site-specific needs such as the cleaning of stables, under computer room raised floors, or exterior furnishings such as gazebos, courtyards etc. are noted in Task and Frequency Charts

#### **4.1 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION:**

Contractor shall be allowed to use electrical service on site (110 volt) in performance of their contract duties unless such use impedes CBP operations.

**4.2.1 Electric Power** (110 Volt) Electrical power at existing outlets for the Contractor to operate such equipment in performance of their contract duties unless such use impedes CBP operations.

**4.2.2 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.

**4.2.3 Storage Space** At some locations, 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 closets, where available, will be provided for storing supplies and equipment.

4.3 Contractor Furnished N/A

#### **4.4 CONTRACTOR ITEM RESPONSIBILITIES:**

**4.4.1 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.

**4.5 Supervision, Supplies, Materials, Transportation and Equipment** 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 to include, and not limited to cleaning tools, brooms, mops, dust pans, dust cloths, power driven scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, steam cleaners, shampoo solutions, fertilizer and gardening equipment, including vehicles needed for the performance of this contract. 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. The Contractor shall use recycled paper products and environmentally friendly materials. GSA PBS requires all building operations contractors to use recycled paper. e.g., seat covers and paper towels with 50% post-consumer content. All chemicals used will be those commercially available which meet Federal, State, and local codes.

**4.6** All equipment must meet all applicable OSHA standards. Equipment may consist of sweepers, vacuum cleaners, buffers, lawnmowers, edger, clippers, and fertilizer spreaders, driveway sweeper, carpet shampooer. 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. All electrical equipment used by the Contractor shall be Underwriter Lab (UL) Approved. If equipment is determined unsafe by the COR, the Contractor shall immediately stop using the equipment. Defective or unsafe equipment shall be repaired or replaced within seventy-two (72) hours.

**4.6.1 Safety and Equipment condition** The 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.

#### **4.7 RESPONSIBILITIES OF CONTRACTOR:**

#### **4.8 Responsibility for Government Property:**

**4.8.1** 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.

**4.8.2** If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, and 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 a Contractor's expense all property lost or damaged.

#### **4.9 Responsibility for Injury:**

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 or arising 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.

#### **4.10 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 of, or damage to Government property an 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.

#### **4.11 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.

#### **4.12 CONTRACTOR'S INSURANCE REQUIREMENTS**

**4.13** The Contractor shall carry and maintain during the entire period of performance under this contract adequate insurance as follows:

**4.13.1** Workman's Compensation and Employee's Liability Insurance: minimum \$100,000 per

incident.

**4.13.2** Automobile Liability Insurance minimum \$200,000 per person: \$500,000 per accident for bodily injury; and property damages \$20,000 per occurrence.

**4.13.3** Comprehensive General Liability: minimum of \$500,000 for bodily injury per occurrence.  
Flock

**4.14** Prior to commencement of work, the Contractor shall submit on a form satisfactory to the Contracting Officer, evidence of all insurance coverage indicated above. In addition, the Contractor shall furnish written evidence on the commitment by the insurance carrier(s) to notify the Contracting Officer in writing any material change, expiration, or cancellation of any of the insurance policies not less than thirty (30) days before such change expires or cancellation is effective. Such written notices by the insurance carriers shall state, "firm commitments" to furnish notifications, not just "pledge endeavor" to furnish notifications of changes, expirations, or cancellations. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection.

**4.15** **NOTE:** Contractor is advised that contractor employees driving privately owned vehicles on government property must maintain and provide proof when requested of auto liability insurance at least in the minimum amounts required by the state of Texas.

**4.15.1 MODIFICATIONS, CHANGE ORDERS, DEVIATIONS:** 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.

**4.15.2** Conservation of Utilities

#### **4.16 Operating Conditions**

**4.16.1 Operating Conditions** The Contractor shall instruct its employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions, as noted below, which preclude the waste of utilities.

**4.16.2 Lights** shall be used only in areas where and when work is being performed.

**4.16.3 Controls for Heating, Ventilation and Air Conditioning Systems** Workers shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

**4.16.4 Water Faucets/Valves** Water faucets or valves shall be turned off after the required usage has been accomplished.

**4.16.5 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.

**4.16.6** Supervision Responsibilities – Management Contact

#### **4.17 Policy and Procedure**

**4.17.1 Supervision** The Contractor shall be responsible for the supervision of his employees while performing under this contract. The Government Authorized Representative will perform periodic inspections to ensure compliance with requirements of this Contract but will not attempt to supervise the Contractor's employees.

**4.17.2 Verbal Correspondence**

**4.17.3** The 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.

**4.17.4 Contact Information** The 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.

**4.17.5 Inspection Reviews** The 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.

**4.17.6 Contract Authority** The 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.

**4.17.7 LOST AND FOUND PROPERTY:** It is the responsibility of the Contractor to ensure that all items of personal or monetary value found by the Contractor's employees are turned in to the Patrol Agent in Charge of the site no later than the next workday.

**4.17.8 Other Contractor Considerations**

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

**4.17.9 Accident Report Procedures**

In the event of an accident involving Government personnel or property, the Contractor shall immediately submit an initial notification of the accident to the Contracting Officers Representative (COR) and any of the government personnel/supervisors affected by the accident. The Contractor shall submit an accident 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.

**4.17.10 ACCIDENT PREVENTION:**

**4.17.11** The Contractor shall provide and maintain work environments and procedures that will:

**4.17.12** Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.

**4.17.13** Avoid interruptions of Government operations, and Control costs in the performance of this contract.

**4.17.14** Comply with the standards issued by the Secretary of Labor at 29 CFR part 1910, occupational safety and health standards. To include HAZMAT exposure such as blood borne pathogens.

**4.17.15** Ensure any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

**4.17.16** Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer 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 manager 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.

**4.17.17** If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer 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.

**4.17.18** Use of Government Premises

#### **4.18 Government Premises**

**4.18.1 Operation Compliance of Premises** The 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.

**4.18.2 Interruption/Interference with Government business** The Contractor shall perform the contract in such a manner as to not interrupt or interfere with the conduct of Government business.

#### **4.18.3 Contractor Legal Requirements, Permits/Code Compliance**

Local, City, County and State Licenses, and Permits The 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.

#### **4.18.4 Hazardous Materials**

**Disposal and chain of disposal** Hazardous materials or waste, including, but not limited to, Blood borne Pathogens, hazardous cleaning chemicals, light bulbs, 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. Contractor shall have a material safety data sheet (MSDS) in the workplace for each hazardous chemical that they use. Contractor shall develop, implement, and maintain at each contract location a written hazardous communication (HazCom) program. The contractor shall make the written HazCom program available upon request to the employees and the Government. The quantity of flammable or combustible liquids

stored on the site shall be the required supply for one day. Storage of chemicals in the occupied offices shall be prohibited. The contractor is required to secure the storage areas.

HAZMAT Exposure (Blood Borne Pathogens) Holding Cells. Due to the risk of exposure Government recommends the following vaccination shots:

Hepatitis B Series, IAW 29 CFR 1910.1030 Flu Shot  
Tetanus

Blood lead level testing for those who clean the range (see 29 CFR 1910.1025) TB screening annually or when exposed to TB.

#### **4.19 Security Requirements**

**4.19.1 Keys, Codes and Proximity Cards** The 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.

**4.19.2 Key Control** The Contractor shall develop procedures for key control and that information shall be included in the Quality Control Plan submitted in accordance with section 4.23.20 of this Statement of Work. The Contractor shall report loss of keys, access codes or cards immediately to the Contracting Officer's Government Authorized Representative. The submitted Quality Control Plan shall include the control procedures for Government provided key lock combinations.

**4.19.3 Use of keys and assigned work areas** 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.

**4.19.4 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.

**4.19.5 Security Processing and Badge Fabrication** 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 building's security badge or pass, as may be required by the Government Authorized Representative.

**4.19.6 Security Badge Reviews** Security badges shall be subject to periodic review by the Government Authorized Representative. The Contractor's employees shall present themselves for the issuance of renewed badges when required by the Government as scheduled by the Government Authorized Representative.

**4.19.7 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.

**4.19.8 Lost badges/passes** The 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.

**4.19.9 Contract Employee dismissed/terminated/reassigned** The Contractor shall perform all work for this task (4.19.9) in accordance with section 4.23.18 in this Scope of Work.

**4.19.10 Level of site access** 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.

**4.19.11** Conduct, Supervision, Schedules, Manager Qualifications

## **4.20 Supervision/Manager Expectations**

**4.20.1 Orientation of Facility** The 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 of 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.

## **4.20.2 CONTRACTOR'S EMPLOYEES:**

**4.21** The Contractor must agree that each person employed by his firm, or any Subcontractor(s) shall have a Social Security Card issued, by the U.S. Social Security Administration, (a) be a United States citizen or (b) a person lawfully admitted into the United States, eligible for employment.

**4.22** Subject to existing laws, regulations, and other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor to work on under 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.

## **4.23 Personnel Training:**

**4.23.1** All contract employees must have attended an orientation conducted by the COR (or his or her designee). The orientation will include an explanation of 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.

**4.23.2** The Contractor is required to provide tenant relations training for their employees. This training will stress the importance of conflict avoidance and problem resolutions. Emphasis will be placed on grooming, proper attire and the importance of professionalism and courtesy in day-to-day contacts with building occupants and visitors.

**4.23.3** Training shall include all applicable OSHA and other related standards.

**4.23.4 Detainees** The Department of Homeland Security has taken detainees 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.

**4.23.5 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.

**4.23.6 Submittal of daily work schedules** Managers and supervisors shall be responsible for submitting the Contractor employees daily work schedules one week prior to the execution of the work. FEDERAL HOLIDAY: Holidays in each calendar year identified as follows:

**4.23.7** New Year's Day, January 1;

**4.23.8** Martin Luther King's Birthday, the third Monday in January;

**4.23.9** Washington's Birthday, the third Monday in February;

**4.23.10** Memorial Day, the last Monday in May;

**4.23.11** Juneteenth Day, June 19;

**4.23.12** Independence Day, July 4;

**4.23.13** Labor Day, the first Monday in September

**4.23.14** Columbus Day, the second Monday in October

**4.23.15** Veteran's Day, November 11;

**4.23.16** Thanksgiving Day, the fourth Thursday in November; and

**4.23.17** Christmas Day, December 25.

**4.23.18 Timeline regarding dismissed/terminated/reassigned contract employees** The 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. The 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. The Government property, all keys, badges, codes and proximity shall be returned as soon as possible but shall not exceed 3 days after the contractor employee status has changed.

**4.23.19 Management Personnel Qualifications** Qualification 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. Any new Management personnel and

Supervisors who start work after the contract has been awarded and commences shall provide resumes during the life of the contract. The resumes shall be submitted to the Contracting Officer for evaluation.

#### **4.23.20 Quality Control Program**

**Quality Control Plan** The 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 ensure 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.

The QCP must be always current 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.

#### **4.23.21 Surveillance by Customer Complaint**

**Investigation/Validation/Notification and Record archive** 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.

#### **4.23.22 Contracting Officer Authority**

**Issuing Modifications and Change Orders** 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.

#### **4.23.23 Contracting Officer Representative (COR)**

### **4.24 CO/COR/Government Authorized Representative Responsibilities**

**4.24.1 Technical Contact/Technical Representative** This will be the U.S. Customs and Border Protection technical contact person or Contracting Officer's 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.

**4.24.2 COR Responsibilities** The 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.

**4.24.3 Inspection and Monitoring of the Contractor's work** 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.

**4.24.4 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.

#### **4.24.5 Definitions/Acronyms**

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

**BE – Business Entity** - Site descriptions for Building Entity (BE) are located on the “Worksite Identification” Fact Sheet as Attachment A.

**Carpet Spotting** – To remove soil marks on carpet surfaces differing sharply in color from the surrounding area. A stain or blot.

**CBP – Customs and Border Protection** - 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.

**CO – Contracting Officer** - The U.S. Customs and Border Protection person for the Department of Homeland Security with the authority to enter 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 – Contracting Officer Representative** - 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 – Department of Homeland Security** – 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 to destroy any harmful microorganisms by application of an approved chemical agent.

**EPA – Environmental Protection Agency** - 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 using 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 using 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.

**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 apply to Quarterly, Semi-Annual, or Annual task deliverables that require the movement of furniture, equipment, or other fixtures, when not in use, to complete the cleaning process. This work will be done during non-business hours.

**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

**Mulch Replacement** – All areas with mulch will be replaced once a year. The existing mulch will be removed along with the liner and replaced.

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

**Policing** – To 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.

**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 ensure compliance with all requirements.

**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.

**5. PLACES OF PERFORMANCE:** The following facilities have services under this Contract

Del Rio Sector Facilities  
2401 Dodson Ave  
Del Rio, TX

Del Rio BPS  
2300 Hwy. 90 East  
Del Rio, TX

Del Rio Checkpoint  
U.S. Hwy 277/377  
Del Rio, TX

Del Rio Air & Marine Operations  
1104 W. 15th St  
Del Rio, TX

Eagle Pass Checkpoint  
Hwy 57  
Eagle Pass, TX

Eagle Pass South BPS  
4156 El Indio Hwy.  
Eagle Pass, TX

Eagle Pass North BPS  
2285 Del Rio Blvd  
Eagle Pass, TX

Brackettville BPS  
802 West Spring Street  
Brackettville, TX

Comstock BPS  
27685 Hwy 90 W  
Comstock, TX

Comstock Checkpoint  
27685 Hwy 90 W  
Comstock, TX

San Angelo NASOC  
8092 Hangar Drive  
San Angelo, TX

San Angelo MU2  
8154 Hangar Rd  
San Angelo, TX

San Angelo USBP  
8210 Hangar Drive  
San Angelo, TX

Carrizo Springs BPS  
1868 Hwy. 85 East  
Carrizo Springs, TX

Carrizo Springs Checkpoint  
Hwy 277 North  
Carrizo Springs, TX

Rocksprings BPS  
606 North Main Street  
Rocksprings, TX

Uvalde Checkpoint  
7397 US 90 W  
Uvalde, TX

Uvalde Air & Marine Operations  
216 Howard Langford Dr  
Uvalde, TX

Uvalde BPS  
30 Industrial Park  
Uvalde, TX

## **6. PERIOD OF PERFORMANCE:**

The Contractor shall complete the Twelve (12) months contract. The period of performance is April 1, 2023-March 30, 2024, for the initial order, with four option years:

Option Year 1: April 1, 2024-March 30, 2025  
Option Year 2: April 1, 2025-March 30, 2026  
Option Year 3: April 1, 2026-March 30, 2027  
Option Year 4: April 1, 2027-March 30, 2028

RECOGNIZED HOLIDAYS: The Government offices will not be open on these days and the contractor is not expected to perform work during these holidays. New Year's Day, Labor Day, Martin Luther King Jr.'s Birthday, Columbus Day, President's Day, Juneteenth Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, and Christmas Day.

## **HOURS OF OPERATION:**

Work shall be scheduled between the hours of 0800-1630 Monday through Friday, except federal holidays as listed above.

## **7. Points of Contact:**

Technical questions and concerns shall be directed to:

Edward Zion

Contracting Officer's Representative

U.S. Customs and Border Protection

Office of Facilities and Asset Management

Border Patrol and Air and Marine PMO (BPAM)

2401 Dodson Ave.

Del Rio, TX 78840

Office Phone: (830) 778-7939

Mobile Phone: (956) 962-8409

[edward.zion@cbp.dhs.gov](mailto:edward.zion@cbp.dhs.gov)