

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 of 1
2. AMENDMENT/MODIFICATION NO. 0024	3. EFFECTIVE DATE 01/01/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY MAR-380 U.S. DOT / MARITIME ADMINISTRATION 1200 NEW JERSEY AVENUE, S.E. W/28/201 OFFICE OF ACQUISITION. MAR-380. WASHINGTON, DC 20590		7. ADMINISTERED BY (if other than Item 6) CODE:	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Corporate Source, Inc. 460 West 34 th Street. New York, NY 10001-2382		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA1C05015	
		10B. DATED (SEE ITEM 13) 03/02/2005	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
70091750MA 2009 1MRO000002 0000520100 25403 61006600 - \$69,168.76

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification an authority) FAR 52.232-18 Availability of Funds

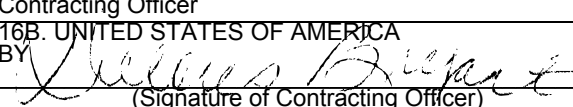
E. IMPORTANT: Contractor is not is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is being issued to add additional funding in the amount of \$69,168.76 for the period January 1 thru 31, 2009 for janitorial services at the United States Merchant Marine Academy (USMMA) Kings Point, NY. This modification is also incorporating the revised dated 1/5/09 Statement of Work and the Task and Frequency charts for FY-2009. Due to the government being in a continuing resolution, funding is only being provided for the period above with the remaining funding to be provided on modifications to follow.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Delores Bryant Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 01/13/2009
(Signature of person authorized to sign)			

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PERFORMANCE BASED – STATEMENT OF WORK
CUSTODIAL SERVICES
UNITED STATES MERCHANT MARINE ACADEMY
KINGS POINT, NEWYORK
Revised January 5, 2009

The Contractor shall provide all labor, equipment, tools, supervision, supplies and other items or services necessary to perform the work defined. This work shall be performed at the U.S. Merchant Marine Academy, (USMMA) Kings Point, New York.

The work to be accomplished is custodial and other related services as designated.

During the performance of the contract, the Contractor shall be continuously cognizant of the fact that the buildings and surrounding areas supported under this contract represent an institution whose image reflects upon the United States Government. It is therefore essential that these facilities are maintained in the highest order of cleanliness and neatness at all times. The Contractor's employees must be cautioned to insure that their appearance, attitude and the manner in which they perform their work does not in any way bring discredit upon the U.S. Merchant Marine Academy or the United States Government.

Contract Management

The Contractor shall designate, in writing, an On-site Project Manager who shall be responsible for the competent performance of work.

The On-site Project Manager shall have full authority to act for the Contractor on the installation at all times during the performance of the work.

Government Furnished Property and Services

Premises and Utilities

The government shall furnish without cost to the Contractor an office equipped with standard office furniture, designated storage spaces in buildings covered by this contract, a reasonable amount of utilities from existing sources and on-base telephone service. These premises and utilities are to be used only in connection with the performance of this contract. The contractor shall install its own telephone for off-base calls.

Combustible materials shall be stored as directed by the COTR. Rags, mops, or brushes, which contain a residue of any materials, which may become a source of spontaneous combustion shall be disposed of or stored outside the building in tightly covered metal containers provided by the Contractor. All custodial closets or storage rooms that are used by the Contractor shall be kept clean.

The Contractor shall maintain the premises it occupies to the same standards as similar areas occupied by the Government.

The Contractor will not make any alterations to the premises it occupies except with the written permission of the Contracting Officer.

The Contractor shall vacate such premises and restore the premises to the condition in which received, at his/her expense, fair wear and tear expected, by the time stated for contract completion.

Contractor Furnished Items

Equipment

The Contractor shall furnish all equipment necessary to properly perform the work defined in this contract.

The On-Site Project Manager will be required to carry his/her own Contractor furnished cellular phone in order to be contacted during workday on/off Academy grounds.

Operating Condition

All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings or building surfaces and shall be used only for the purpose it was designed. Equipment is to be maintained in good, safe, operating condition at all times. The Government shall have the right to cause the Contractor to repair or remove from use equipment, which is determined to be unsafe, or which may cause damage to Government property.

Substitution

Substitution of equipment as specified shall have prior written approval of the Contracting Officer.

Performance Requirements

Quality Control/Quality Assurance

The Contractor shall establish a complete Quality Control Program to assure the requirements of the contract are provided as specified. This Quality Control Program shall be set forth in writing and shall be presented to the Government for review. It shall include, but not be limited to the following:

Inspection system covering all the services to be performed under this contract. It must specify areas to be inspected on either a scheduled or unscheduled basis and the title of the individual(s) who will do the inspection.

A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

A file for all inspections conducted by the Contractor and the corrective action taken must be maintained. This documentation will be available to the Government during the term of the contract.

Quality Requirements

Services performed under this contract shall be subject to inspection and approval by the Contracting Officer or the COTR and Assistant COTR. For the protection of the buildings and their equipment, and the facilitation of the business to be conducted therein, first quality service will be required and, if not delivered, this contract may be terminated.

Performance Evaluation Meetings

The On-Site Project Manager shall meet with the COTR at least weekly during the first three (3) months of the contract. Meetings will be as often as necessary thereafter as determined by the COTR. A mutual effort will be made to resolve all problems identified.

Cleaning Standards

The methods and equipment used will be appropriate for the type of cleaning specified herein including the specifications below:

Baseboards, walls, furniture, equipment, etc., shall not be disfigured by tools, equipment or materials used.

Floors shall be cared for in such a manner that damage will not result. The Contractor is responsible that all approved equipment, material and supplies are used according to manufacturer's directions and/or as directed, in writing, by the Contracting Officer.

Clean Up

Supplies, equipment, and machines shall be kept out of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in lockers or other areas provided for this purpose. Cloths, mops or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the building in tight metal containers. Such containers shall be supplied by the Contractor. Dirt and debris resulting from work under this contract shall be disposed of each day or at the completion of work in each building of that day. Cleaning solutions (i.e., wash water) shall be disposed of in plumbing fixtures provided for this purpose. Raw or unused chemicals will be disposed of in a proper manner.

Maintenance

Contractor's equipment and machinery shall be properly maintained at all times to prevent unnecessary noise and possible delays in the performance of specified tasks. Contractor shall perform all tasks at the designed frequency regardless of equipment and machinery breakdown.

Emergency Unscheduled Cleaning (during normal working hours)

The Contractor may be required during the performance of this contract to perform emergency cleaning or work in connection with cleaning up after water or steam pipe failures, roof leaks, vandalism, fire or any other unusual cause which is not covered under other basic or specific task requirements.

The Contractor may be required to place his/her employees in areas where special functions (such as Graduation or special events have occurred or will occur).

Any time worked in the areas listed under emergency and unscheduled cleaning shall be considered as lost time as far as other assigned duties are concerned and the Contractor will not be responsible for completing regularly scheduled tasks during this period as mutually agreed in each instance. This rearrangement of duties will not permit the Contractor to charge the Academy with any additional cost in time, labor, equipment, overhead and/or profit.

Unscheduled Cleaning (after normal working hours)

The Contractor will be required, at no additional cost to the Government, to take immediate action to clean up blood, vomit, or other soiled surfaces caused by accidents or mishaps, in accordance with Contractor Safety Rules provided by the USMMA (see attached).

If the Contractor is called upon to work on any special tasks during other than normal working hours, the Contractor will be permitted to submit a claim for equitable adjustment under the "Changes Clause" of the contract to the Academy for additional labor costs.

The Contractor shall warrant that the On-Site Project Manager shall have adequate knowledge of the cleaning equipment, tools, chemicals and techniques and shall be able to recognize situations or circumstances under which cleaning techniques defined in the Technical Specifications may be hazardous to the facilities or to USMMA personnel. The On-Site Project Manager shall immediately notify the Contracting Officer's Technical Representative (COTR) of such situations or circumstances.

- (1) The Contractor shall designate, in writing, an On-Site Project Manager within the Contractor's organization that shall be responsible for the overall management and coordination of this contract. This individual shall act as a central point of contact with the Government for all contractual matters.
- (2) The Contractor shall also designate, in writing, an individual who can act with the same authority as the On-Site Project Manager in instances of his/her absence.

The On-Site Project Manager and his/her designee, shall speak, write and communicate in the English language.

The Contractor shall provide an adequate number of supervisors to insure the performance of work during all times that the Contractor's personnel are working on the installation. The On-Site Project Manager shall respond within one (1) hour, during workday and after workday, after notification to discuss immediate problem areas. The On-Site Project Manager will be provided with a Contractor furnished cellular phone. He/she will respond immediately to any calls received through this medium. Replacement of lost or repair of damaged cellular phone shall be the responsibility of the Contractor.

The Contractor shall warrant that all the Contractor's supervisory personnel have adequate knowledge of cleaning equipment, tools, chemicals, techniques and related activities and shall be able to recognize any situations or circumstances under which cleaning techniques defined in the Technical Specifications may be hazardous to the facilities or to USMMA personnel. Supervisory personnel shall immediately notify the On-Site Project Manager of any such situations or circumstances.

The Contractor shall provide the Contracting Officer with a written list of his/her supervisors to include the type of work or tasks and areas supervised and maintain the currency of that list during the entire period of performance under this contract.

Contractor's Employees

The Contractor shall warrant that all Contractor employees have adequate knowledge of chemicals, tools, equipment and techniques to competently perform this work.

The Contractor's employees shall conduct themselves in a proper, efficient and competent manner at all times while performing work under this contract, and the Contractor agrees that it is solely responsible therefor. The Contracting Officer may direct the Contractor to remove from the Academy any employee or employees if such action is deemed by the Contracting Officer to be in the best interest of the Government.

The Academy reserves the right to remove from Academy grounds any of the Contractor's employees if the Academy feels this employee poses a threat to Academy personnel and/or property.

Identification of Contractor's Employees

The Contractor, before initiating the performance of work, shall provide the COTR with a list of all employees who shall perform the work under this contract. The list shall include the full name and badge serial number of each employee. The Contractor shall notify the COTR, in writing, of any additions, deletions or changes in that list within one (1) day of such changes.

Each employee of the Contractor shall conspicuously display on their person an identification badge which shall include the full name of the employee, the legal name under which the Contractor is doing business, a badge serial number and expiration date. Identification badges shall be furnished by the Contractor. Badges shall be collected from terminated employees prior to clearance of such employees from the installation.

The Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets or use telephone or office equipment provided for official Government use and the Contractor agrees it is solely responsible therefor. Only in cases of an emergency situation may such employee use Academy telephones.

The Contractor's employees shall comply with the instructions pertaining to conduct and other regulations called to the Contractor's attention by the COTR and Contractor agrees it is solely responsible therefor.

Employee's Dress

Uniforms are to be furnished by the Contractor. Employees shall be dressed in a manner that provides a uniform appearance. Clothes shall be freshly laundered, color coordinated, well-fitting and changed daily by each employee. They shall not contain commercial advertising except that hats or nametags may contain the Contractor's name. The type and color of clothes shall be approved by the Contracting Officer prior to contract start date. Shoes shall cover the foot to meet sanitation and safety requirements. Open toe shoes, sandals or sneakers shall not be worn.

- (1) Male Personnel: Long trousers with conventional belts, short or long sleeve shirts.
- (2) Female Personnel: Short or long sleeve dresses or pant suits.

The Contractor shall ensure that employees are properly attired/protected from weather conditions during snow removal operations (cold, etc.)

Wearing of military uniforms (including USMMA midshipmen uniforms) or any part thereof is strictly prohibited under this contract.

Circumstances to be reported

The Contractor shall notify the COTR of all maintenance requirements noted by the custodians in the performance of their work. This includes, but is not limited to, the following: loose or missing bolts or screws, loose or damaged items such as coat hooks, draperies, signs, clogged or slow running drains.

Any circumstances, which do or could pose an unsafe condition or health hazard, shall be reported immediately to the COTR, noting the urgency of the situation. This includes, but is not limited to, the following: broken floor coverings.

The Contractor is also responsible for notifying the COTR of any situations, which may delay or impede his/her work immediately upon the discovery by the Contractor of such situations.

Key Control

The Contractor shall establish and implement adequate methods of insuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The COTR shall have access to all keys. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall designate, in writing, a single individual to act as the Key Control Supervisor. At the beginning of each work shift, the Key Control Supervisor will issue keys to the individuals who are to perform the work in the various locked areas. After these individuals have completed their work shift, all keys will be returned to the Key Control Supervisor. The Key Control Supervisor shall maintain a sign-in/sign-out list for the removal and return of keys.

All keys will be furnished by the Government and all lost keys will be replaced by the Government, not by the Contractor; however, all related direct and indirect costs will be charged to the Contractor for each key lost by the Contractor. When necessary, these costs shall be deducted from the Contractor's monthly-invoices. Furthermore, if keys are lost or duplicated by the Contractor, and in the opinion of the Government it is necessary to replace or re-core locks for reasons of security, the direct cost of such replacement or re-coring will be charged to the Contractor. The Contractor shall report the occurrence of any lost key immediately to the COTR. It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any persons other than the Contractor's employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas.

Lost and Found

It is the responsibility of the Contractor to instruct his/her employees that all articles of possible personal or monetary value found at the USMMA by the Contractor's employees must be turned-in to the appropriate Lost and Found area as directed by the COTR.

Energy Conservation

The Contractor shall be directly responsible for instructing his/her employees in appropriate utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which shall include but shall not necessarily be limited to:

- (1) Lights shall be used only in areas where and at the time when the work is actually being performed.
- (2) The workers will not adjust mechanical or electrical equipment controls; however, the Contractor may be directed by the COTR to start/stop or open/close certain electrical or mechanical equipment.
- (3) Water faucets or valves will be turned off after the required usage has been accomplished.

Security of Buildings

During the night shift, upon completion of daily work in each building, except for the USMMA Chapel, Contractor personnel will insure that all lights are off and all windows are closed and locked prior to leaving the area unless otherwise requested by building occupants.

The Contractor and employees must comply with security requirements at all times while on the grounds of the USMMA.

The Contractor will report all circumstances of a suspicious or unusual nature in buildings included in this contract to the USMMA Department of Public Safety (Extension #5309).

The Contractor will have access to, use and control of areas under this contract only during the times and days that work is outlined in these Specifications, unless otherwise approved by the Contracting Officer.

Reports of Non-Compliance

The Contractor shall initiate immediate corrective action on all unsatisfactory work or non-performed work as directed by the COTR.

Work Schedule

The Contractor shall perform custodial services under the terms of this contract in buildings in accordance with the schedules listed on the Task and Frequency Charts. The Government reserves the right to establish specific hours for performance of specific tasks in accordance with the Technical Specifications. All day shift work under this contract shall be performed between the hours of 8:00 AM and 4:30 PM. All night shift work will be performed between the hours of 11:30AM and 8:00 PM. No work will be performed on Federal Government holidays, except as specifically requested by the Academy during special occasions.

During vacation periods the tasks and frequencies can be adjusted, as mutually agreed between the Contractor and the COTR.

Safety

The Contractor shall be responsible for instructing his/her employees in safety measures considered appropriate by him/her. In addition, the Contractor shall not permit the placing or use of mops, brooms or equipment in traffic lanes or other locations in such manner as to create safety hazards and shall provide appropriate warning signs for slippery floors caused by washing and cleaning operations.

The Contractor shall comply with all applicable safety standards promulgated by the Department of Labor under the Occupational Safety and Health Act of 1970. Such standards are incorporated herein by reference.

After each working day, all of the Contractor's equipment and materials shall be stored in areas designated by the Academy. MSDS sheets associated with supplies used are to be posted in Contractor on-site premises – (which describes the safe use of all supplies as outlined below). Due to possible safety hazard, such equipment and materials will not be permitted outside of these designated areas.

The Contractor shall take such additional precautions as the Contracting Officer may require preventing accidents and damage to U.S. Government property, facilities and equipment or injuries to personnel. Taking the existing USMMA buildings and facilities as a given, both the Government and the Contractor agree that such buildings and facilities are acceptable to the parties thereto in their existing state for the purpose described in this contract.

CONTRACTOR FURNISHED SUPPLIES SHALL BE AS FOLLOWS:

EXPENDABLE SUPPLIES

Absorbent, Oil
Belt, Back Support
Belt, Vacuum
Brush, Wire 12”
Bottles, Spray (Trigger) , 32 oz.
Broom Handle (Metal Tip)
Brooms, Corn

Brooms, Toy
Brushes, Bowl
Brushes, Scrub
Calcium Chloride, Dehydrate
Cards, Time
Cleaner, Baseboard
Cleaner, Glass
Cleaner, Multi-surface
Cleaner, Neutral
Cleaner, Floor (Non Acid)
Cleaner, Stainless Steel
Cloth, Dust (Treated)
Cloth, Dust (White Terry)
Compound, Sweeping
Defoamer, 4 gal
Degreaser, 5 gal
Disinfectant, Pine
Disinfectant, Spray
Disinfectant Wipes
Door Stop, Rubber 5"
Dusters, Feather
Finish, Floor
Gasoline
Gear, Rain
Gloves, Brown Jersey
Gloves, Leather Palm
Gloves, Rubber Latex
Gloves, Winter
Liners, Plastic (24x24)
Liners, Plastic (24x31)
Liners, Plastic (40x48)
Mask, Face
Mop Head , Dust Mop (Pre-Treated 18")
Mop Head , Dust Mop (Pre-Treated 48")
Mops, Cotton (32 oz)
Mops, Finish
Oil
Pads, Floor
Pads, Knee
Paper, Toilet (2 ply)
Parkas, Winter
Polish, Furniture
Powder, Ajax (21-24 oz)
Remover, Gum
Sealer, 5 gal
Scraper, 3"
Shoes, Over
Soap, Liquid (antibacterial for soap dispensers)
Sponges, Large
Stripper, 5 gal
Tape, Caution 3"x1000 Yd
Tape, Duct 2"
Towels, C-Fold
Uniforms

NOTE: The exact quantities of each item that the contractor is required to provide, is listed on their supply/equipment list dated August 20, 2007.

CONTRACTOR FURNISHED EQUIPMENT SHALL BE AS FOLLOWS:

The Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work from existing sources of government furnished electric power and shall have high electrical efficiency ratings and shall have low noise level of operation. The government will furnish all electricity and water necessary for the accomplishment of work at no additional cost to the Contractor. Equipment considered by the Contracting Officer to be improper, unsafe or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment.

MAJOR EQUIPMENT

AutoScrubber, Bat
Battery, With Charger
Burnisher, 19"
Burnisher, Battery
Carpet Machine, Host w/Attachments
Cleaner, Bathroom
Floor Machine, Single Disc
Pressure Washer, 2000 psi
Scrubber, Ride On
Truck, Utility (Gasoline Powered)
Vacuum, Wet/Dry w/attach
Vacuum, Wide

MINOR EQUIPMENT

Answering Machine
Blower, Floor Drying
Broom, Push 24"
Broom, Push 24" H/D
Broom, Push 36" H/D Garage
Brush, Corner
Brush, Deck
Bucket, Plastic w/Wringer, 26 Qt.
Bucket, Plastic w/Wringer, 44 Qt.
Can, Gas(5 Gal)
Cart, Bathroom
Cart, Trash Tilt Truck 1 CU YD
Container, Brute 44 Gal w/dolly
Communication Devices
Copier
Cord, Extension, H/D 50 Ft.
Cord, Extension, L/D 50 Ft.
Drill, Cordless, 1/2", 18 Volt
Eyewash System
Fax Machine
First Aid Kit
Floor Machine, 13" w/Attach
Floor Machine, LSP 19"
Hammer, Rip (20 oz.)
Handle, Dust Mop/Frame 18"
Handle, Dust Mop/Frame 48"
Handle, Mop H/D
HSP -Fir Machine w/Block 19"
Jack, Pallet, 5000 LB
Ladder, 4 Ft. Fiberglass
Ladder, 6 Ft Fiberglass
Mallet, Rubber, 16 oz.
Niss Vac w/ Attachments
Pan, Dust
Phone
Pliers Set, 7 Pc.
Pressure Washer

Scraper, Brute 4"
Screwdriver Set, 20 Pc.
Shovel, Snow
Sign, Wet Floor
Squeegee, Neoprene 24'x2"
Squeegee, Neoprene 36" x 4"
Splashguard, Floor Machine
Spreader, Salt
Time Clock
Tool Chest, 8 Drawer
Tool Chest, 8 Drawer Roll Away
Tools, Extractor
Tool, Mult w/Case
Tool Set
Truck, Flat
Truck, Hand H/D
Vacuum, Upright
Vaccum, Wet/Dry 15 Gl
Window Cleaning Kit
Wrench Set, 5 Pc.

NOTE: The above list of major and minor equipment is representative only. The Contractor shall be responsible for supplying items of such a nature and in such quantity as may be necessary to fully perform the work specified under this contract. Contractor must also repair all equipment as necessary on a timely basis and provide all appropriate supplies to operate same.

The exact quantities of each item that the contractor is required to provide, is listed on their supply/equipment list dated August 20, 2007.

CLEANING STANDARDS

Spray Buff: All areas accessible to the floor machine shall be spray-buffed. Chairs, trash receptacles, etc., shall be tilted or moved where necessary to spray buff underneath. The floor shall be swept after being spray-buffed. After spray buffing the entire floor shall have a uniform glossy appearance. A fresh coat of refinishing will be applied as necessary in heavy traffic areas. It should be free of scuff marks, heel marks, and other stains and shall have a uniform coating of floor finish. All spray buff solution shall be removed from the baseboards, furniture, and trash receptacles.

Strip and Wax: (To be contracted and billed seperately if necessary)

In areas where stripping and re-waxing operations are performed, all movable furniture and equipment shall be moved and replaced to provide for stripping and re-waxing of floor areas thus occupied. Waxed floors shall have a thin even coating. Floor should be clean and bright in corners and under furniture, as well as in other areas. Wax shall be buffed to a uniform sheen, leaving no heavy brush marks.

Dust Mop: Special oil treated dust mops shall be used in cleaning floor areas. All accessible areas shall be dust mopped. Chairs, trash receptacles and easily movable items shall be moved to dust mop underneath and then reset to their original locations.

Vacuum Carpets: After being vacuumed, the carpeted floors shall be free of all visible litter and soil.

Sweep: After the floor has been swept, the entire floor surface, including corners and abutments, shall be free of litter, dust, spilled and foreign debris. Chairs, trash, receptacles and easily movable items, such as partitions, shall be tilted or moved to sweep underneath.

Wet Mop/Wet with Disinfectant: All accessible areas shall be mopped. Chairs, trash receptacles, and easily movable items shall be moved to mop underneath and returned to original locations. After being mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.

Restrooms and Showers:

- a. Paper towels, liquid soap, and toilet tissue dispensers, are to be refilled or replaced as required so that outages do not occur.
- b. After de-scaling toilet bowls and urinals the entire surface shall be free from streaks, stains, scale, scum, urine deposits and rust stains.
- c. Completely damp clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, dispensers, partitions, stalls, stall doors and wall areas adjacent to wall-mounted lavatories, urinals and toilets.
- d. All mirrors, shelving, dispensers, chromium fixtures and piping shall be damp-wiped and polished dry.
- e. Special attention shall be given to floors around the urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

Spot Clean: Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, training aids, public displays, classroom aids, plaques, exhibits, pictures, wall decorations and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, break areas and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil. All this work shall be performed as often as possible in order to maintain a fresh and clean appearance.

Chalkboard Cleaning: All chalkboards to include both sides, on reversible and slide-out panels in academic areas. Dry erasing is not acceptable. Boards that have special requirements shall be addressed by the academic department involved to the Contractor. The cleaned chalkboard shall have a non-streaky appearance and will have no unwashed areas, except for those areas directed to be excluded from washing (i.e., chalkboards containing classroom instructions and marked "DO NOT ERASE"). Classroom chalkboard washing will be closely coordinated with the academic departments and the schedule will be subject to change within a 24-hour notice to the Contractor. Chalkholders will also be kept clean.

CAUTION: Be advised that some of the chalkboards in the academic areas are of glass composition and break if exposed to excessive surface pressure or high temperature hot water. The Contractor shall use caution in the washing of the glass chalkboards to prevent breakage. The Contractor will be responsible for the cost of replacement of chalkboards damaged during the cleaning or reversing process.

Low Dust: After low-dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of desks, chairs, file cabinets, and other types of office furniture and equipment, and from horizontal ledges, window sills, all venetian blinds and shades, handrails, accessible portions of heaters, air conditioners, ventilators, convectors, fans, radiators, to a line 6-1/2 feet above floor level.

Sealer: Sealer shall be used to protect the floor finish and/or wax from being damaged. Floor surfaces shall be thoroughly free of soil, stains, film and debris before applying sealer. Should there be more than eight (8) hours delay before applying sealer after the floor has been cleaned or between coats, the areas must again be cleaned to remove surface dirt and scuff marks before applying sealer.

Steam Clean: A steam pressure cleaner shall be used in steam cleaning ceramic tiles and/or concrete surfaces as specified in the task and frequency charts. All marks and discolorations shall be removed from walls and floors.

Wash and Wax: In some areas where there is light traffic, the Contractor shall be allowed to strip the floor surface very lightly by washing it down.

Floor Finish: Floor finish wax shall be used on concrete surfaces, but only after all soils, stains film and debris have been removed from the surface. No splash marks or streaks on walls, baseboards, etc., will be permitted.

Walk-Off Mat Cleaning: Carpet-type entrance mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed hosed-down outdoors to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

Clean Drinking Fountains: Disinfect with germicidal detergent all porcelain and polished metal surfaces. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots and smudges.

Water Coolers: Disinfect with germicidal detergent all exterior surfaces inclusive of the drain tray.

Trash Removal: All waste baskets, cigarette butt receptacles, pencil sharpeners and other trash containers within the area shall be emptied and returned to their initial locations. Boxes, cans and papers placed near a trash receptacle shall be removed. The Contractor's employees will check with the local office personnel to insure that the contents are to be removed. Any obviously torn plastic trash receptacle liners in such receptacles shall be replaced. Ashes and debris shall be removed from cigarette butt receptacles and placed in a non-flammable container. Trash shall be disposed of in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall onto the facility or grounds in the area around the trash collection point during the removal of such collected trash. If the trash storage area is in an enclosed area, the Contractor shall be responsible for relocating trash to designated pick up areas as directed by the COTR. The USMMA will collect trash from designated areas and dispose of it.

Glass Cleaning: The work includes the cleaning of all exposed glass surfaces which are not an integral part of the exterior walls of the building, such as glass partitions, interior glass doors, display or book cases, desk tops, directory boards, glass draft shields of windows and mirrors using a free-rinsing detergent to present a neat, clean appearance. Lucite and plastic other than windows, including partitions, relites, doors, mirrors, cases, desktops and plastic at building entrances shall be cleaned. Adjacent trim shall be wiped clean with a damp cloth where soiled by spillage or by smears in the glass cleaning operation.

Outside Entranceways and Staircases: These areas shall be swept and ground drains kept clear on a regular basis. Snow removal of entranceways and paths near buildings will be accomplished as needed. Glass exterior doors shall be cleaned as required. Removal of leaves, snow and ice in these areas shall be part of this contract.

Classroom, Laboratory and Lecture Hall Desks: These shall be dusted once per month and marks shall be removed from desks on a twice-per-month basis. All other dusting shall be in accordance with the task and frequency charts. The Contractor shall realign all desks and chairs after completing the tasks for each classroom and laboratory.

Removal of Trash: Trash shall be emptied daily in all areas covered by this contract regardless of the frequency for any other tasks, unless otherwise noted. Contractor will abide by recycling laws in effect during the contract.

The Government will supply the Contractor with light, power, heat, and hot and cold water.

PERFORMANCE DEDUCTION SCHEDULE

Listed below are the deductions which the Contracting Officer may, at his/her discretion, utilize when violations to the contract occur. The Contracting Officer will determine whether these deductions shall be assessed following the monthly conference with the Contractor's on-site Project Manager and the COTR/Assistant COTR. The Contracting Officer or designated representative will determine whether he or she is satisfied with the Contractor's response and/or progress in correcting the alleged violation(s). The violations will be classified either critical or non critical in nature, and will be assessed as stated below:

CRITICAL VIOLATION

EACH critical violation will be assessed a deduction of \$500.00, regardless of when the violation was corrected.

NON CRITICAL VIOLATION

An accumulation of FIVE (5) non-critical violations in a month will result in the assessment of a \$500.00 deduction regardless of when the violations were corrected.

SCHEDULE A – CRITICAL VIOLATIONS

1. Contractor improperly stored supplies and/or equipment.
2. Contractor did not insure that all contractor employees have adequate knowledge of chemicals, tools, equipment, and techniques to properly perform all the work outlined in the contract.
3. Contractor did not adhere to the established Safety guidelines as set forth in Contractor Safety Rules provided as an attachment to the contract.
4. Contractor did not provide adequate supplies and/or equipment to properly perform the work per the Task and Frequency Chart.
5. Contractor did not keep entranceways and/or stairwells clear of ice, snow and debris for the Academy buildings outlined in the contract.
6. Contractor did not take the necessary precautions to cordon off areas in the Academy buildings being mopped, and/or waxed.
7. Contractor provided supplies or equipment that was improper, unsafe or inadequate to perform the work outlined in the Task and Frequency Charts of the contract.
8. Contractor did not insure that all keys issued by the government were lost or misplaced, thus causing a breach in security on the grounds of the USMMA.
9. In areas where food is being served or prepared, cleaning solutions were found in the immediate area, compromising the health and safety of Academy personnel.

SCHEDULE B – NON-CRITICAL VIOLATIONS

1. Spot cleaning was not accomplished in accordance with Task and Frequency Charts per the contract.
2. Floors were not mopped/swept in accordance with Task and Frequency Charts per the contract.
3. Carpeting was not vacuumed in accordance with Task and Frequency Charts per the contract.

- 4. Restroom was not cleaned in accordance with Task and Frequency Charts per the contract.
- 5. Trash was not emptied in accordance with Task and Frequency Charts per the contract.

(OPERATING WORK SCHEDULE):

Hours of operation the contractor shall perform cleaning services:

Days of the week - Monday through Friday (8:00 AM to 4:30 PM) (with special provisions for specific requirements, as needed)

Night Shift - Monday through Friday (11:30 AM to 8:00 PM)

- (4 people)
- Bowditch Hall
 - Fulton Hall
 - Gibbs Hall
 - Samuels Hall

Weekends - 4 1/2 hours on Saturday

(1 person) - 4 1/2 hours on Sunday

1) Sweep various areas that are in use on weekends. sweep of various areas in use on weekends.

2) Bowditch – 1st Floor Audit, bathrooms, classrooms on an as needed basis.

Holidays - Academy officially closed - no work scheduled

Cleaning services performed for special events (extra duty). Hours will vary.

- Football season (weekend)
- Acceptance Day (weekend)
- Homecoming Weekend
- Graduation Weekend

Any special event requested by officials requiring custodial service.

Extended hours of custodial services may be required due to emergency situations such as flooding, extreme foul weather conditions, other unforeseen problems.

Weekly, quarterly, semi-annual and annual custodial tasks may be performed Monday through Friday during hours regularly cited or on weekends at an overtime rate with prior approval of the COTR.

GOVERNMENT HOLIDAYS

- New Year's Day
- Veterans's Day
- Martin Luther King Birthday
- Thanksgiving Day
- President's Day
- Independence Day
- Christmas Day
- Labor Day
- Memorial Day
- Columbus Day

CUSTODIAL SERVICE AREAS FOR ACADEMY BUILDINGS

(Revised December 11, 2007)

Barry Hall
Bland Library
Bowditch Hall
Brooks Field House
Chapel
Cleveland Hall
Delano Hall
Eldridge Pool & Showers
Facilities Management Building
Fitch Building
Fulton Hall
Furuseth Hall
Gibbs Hall

Jones Hall
Land Hall
Melville Hall
Murphy Hall
Museum
O'Hara Hall
Palmer Hall
Patten Building
Prosser Boathouse
Rogers Hall
Samuels Hall
Tomb Field
White Building
Wiley Hall
Yocum Sailing Center

PERFORMANCE BASED – STATEMENT OF WORK
CUSTODIAL SERVICES
UNITED STATES MERCHANT MARINE ACADEMY
KINGS POINT, NEWYORK
Revised January 5, 2009

The Contractor shall provide all labor, equipment, tools, supervision, supplies and other items or services necessary to perform the work defined. This work shall be performed at the U.S. Merchant Marine Academy, (USMMA) Kings Point, New York.

The work to be accomplished is custodial and other related services as designated.

During the performance of the contract, the Contractor shall be continuously cognizant of the fact that the buildings and surrounding areas supported under this contract represent an institution whose image reflects upon the United States Government. It is therefore essential that these facilities are maintained in the highest order of cleanliness and neatness at all times. The Contractor's employees must be cautioned to insure that their appearance, attitude and the manner in which they perform their work does not in any way bring discredit upon the U.S. Merchant Marine Academy or the United States Government.

Contract Management

The Contractor shall designate, in writing, an On-site Project Manager who shall be responsible for the competent performance of work.

The On-site Project Manager shall have full authority to act for the Contractor on the installation at all times during the performance of the work.

Government Furnished Property and Services

Premises and Utilities

The government shall furnish without cost to the Contractor an office equipped with standard office furniture, designated storage spaces in buildings covered by this contract, a reasonable amount of utilities from existing sources and on-base telephone service. These premises and utilities are to be used only in connection with the performance of this contract. The contractor shall install its own telephone for off-base calls.

Combustible materials shall be stored as directed by the COTR. Rags, mops, or brushes, which contain a residue of any materials, which may become a source of spontaneous combustion shall be disposed of or stored outside the building in tightly covered metal containers provided by the Contractor. All custodial closets or storage rooms that are used by the Contractor shall be kept clean.

The Contractor shall maintain the premises it occupies to the same standards as similar areas occupied by the Government.

The Contractor will not make any alterations to the premises it occupies except with the written permission of the Contracting Officer.

The Contractor shall vacate such premises and restore the premises to the condition in which received, at his/her expense, fair wear and tear expected, by the time stated for contract completion.

Contractor Furnished Items

Equipment

The Contractor shall furnish all equipment necessary to properly perform the work defined in this contract.

The On-Site Project Manager will be required to carry his/her own Contractor furnished cellular phone in order to be contacted during workday on/off Academy grounds.

Operating Condition

All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings or building surfaces and shall be used only for the purpose it was designed. Equipment is to be maintained in good, safe, operating condition at all times. The Government shall have the right to cause the Contractor to repair or remove from use equipment, which is determined to be unsafe, or which may cause damage to Government property.

Substitution

Substitution of equipment as specified shall have prior written approval of the Contracting Officer.

Performance Requirements

Quality Control/Quality Assurance

The Contractor shall establish a complete Quality Control Program to assure the requirements of the contract are provided as specified. This Quality Control Program shall be set forth in writing and shall be presented to the Government for review. It shall include, but not be limited to the following:

Inspection system covering all the services to be performed under this contract. It must specify areas to be inspected on either a scheduled or unscheduled basis and the title of the individual(s) who will do the inspection.

A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

A file for all inspections conducted by the Contractor and the corrective action taken must be maintained. This documentation will be available to the Government during the term of the contract.

Quality Requirements

Services performed under this contract shall be subject to inspection and approval by the Contracting Officer or the COTR and Assistant COTR. For the protection of the buildings and their equipment, and the facilitation of the business to be conducted therein, first quality service will be required and, if not delivered, this contract may be terminated.

Performance Evaluation Meetings

The On-Site Project Manager shall meet with the COTR at least weekly during the first three (3) months of the contract. Meetings will be as often as necessary thereafter as determined by the COTR. A mutual effort will be made to resolve all problems identified.

Cleaning Standards

The methods and equipment used will be appropriate for the type of cleaning specified herein including the specifications below:

Baseboards, walls, furniture, equipment, etc., shall not be disfigured by tools, equipment or materials used.

Floors shall be cared for in such a manner that damage will not result. The Contractor is responsible that all approved equipment, material and supplies are used according to manufacturer's directions and/or as directed, in writing, by the Contracting Officer.

Clean Up

Supplies, equipment, and machines shall be kept out of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in lockers or other areas provided for this purpose. Cloths, mops or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the building in tight metal containers. Such containers shall be supplied by the Contractor. Dirt and debris resulting from work under this contract shall be disposed of each day or at the completion of work in each building of that day. Cleaning solutions (i.e., wash water) shall be disposed of in plumbing fixtures provided for this purpose. Raw or unused chemicals will be disposed of in a proper manner.

Maintenance

Contractor's equipment and machinery shall be properly maintained at all times to prevent unnecessary noise and possible delays in the performance of specified tasks. Contractor shall perform all tasks at the designed frequency regardless of equipment and machinery breakdown.

Emergency Unscheduled Cleaning (during normal working hours)

The Contractor may be required during the performance of this contract to perform emergency cleaning or work in connection with cleaning up after water or steam pipe failures, roof leaks, vandalism, fire or any other unusual cause which is not covered under other basic or specific task requirements.

The Contractor may be required to place his/her employees in areas where special functions (such as Graduation or special events have occurred or will occur).

Any time worked in the areas listed under emergency and unscheduled cleaning shall be considered as lost time as far as other assigned duties are concerned and the Contractor will not be responsible for completing regularly scheduled tasks during this period as mutually agreed in each instance. This rearrangement of duties will not permit the Contractor to charge the Academy with any additional cost in time, labor, equipment, overhead and/or profit.

Unscheduled Cleaning (after normal working hours)

The Contractor will be required, at no additional cost to the Government, to take immediate action to clean up blood, vomit, or other soiled surfaces caused by accidents or mishaps, in accordance with Contractor Safety Rules provided by the USMMA (see attached).

If the Contractor is called upon to work on any special tasks during other than normal working hours, the Contractor will be permitted to submit a claim for equitable adjustment under the "Changes Clause" of the contract to the Academy for additional labor costs.

The Contractor shall warrant that the On-Site Project Manager shall have adequate knowledge of the cleaning equipment, tools, chemicals and techniques and shall be able to recognize situations or circumstances under which cleaning techniques defined in the Technical Specifications may be hazardous to the facilities or to USMMA personnel. The On-Site Project Manager shall immediately notify the Contracting Officer's Technical Representative (COTR) of such situations or circumstances.

- (1) The Contractor shall designate, in writing, an On-Site Project Manager within the Contractor's organization that shall be responsible for the overall management and coordination of this contract. This individual shall act as a central point of contact with the Government for all contractual matters.
- (2) The Contractor shall also designate, in writing, an individual who can act with the same authority as the On-Site Project Manager in instances of his/her absence.

The On-Site Project Manager and his/her designee, shall speak, write and communicate in the English language.

The Contractor shall provide an adequate number of supervisors to insure the performance of work during all times that the Contractor's personnel are working on the installation. The On-Site Project Manager shall respond within one (1) hour, during workday and after workday, after notification to discuss immediate problem areas. The On-Site Project Manager will be provided with a Contractor furnished cellular phone. He/she will respond immediately to any calls received through this medium. Replacement of lost or repair of damaged cellular phone shall be the responsibility of the Contractor.

The Contractor shall warrant that all the Contractor's supervisory personnel have adequate knowledge of cleaning equipment, tools, chemicals, techniques and related activities and shall be able to recognize any situations or circumstances under which cleaning techniques defined in the Technical Specifications may be hazardous to the facilities or to USMMA personnel. Supervisory personnel shall immediately notify the On-Site Project Manager of any such situations or circumstances.

The Contractor shall provide the Contracting Officer with a written list of his/her supervisors to include the type of work or tasks and areas supervised and maintain the currency of that list during the entire period of performance under this contract.

Contractor's Employees

The Contractor shall warrant that all Contractor employees have adequate knowledge of chemicals, tools, equipment and techniques to competently perform this work.

The Contractor's employees shall conduct themselves in a proper, efficient and competent manner at all times while performing work under this contract, and the Contractor agrees that it is solely responsible therefor. The Contracting Officer may direct the Contractor to remove from the Academy any employee or employees if such action is deemed by the Contracting Officer to be in the best interest of the Government.

The Academy reserves the right to remove from Academy grounds any of the Contractor's employees if the Academy feels this employee poses a threat to Academy personnel and/or property.

Identification of Contractor's Employees

The Contractor, before initiating the performance of work, shall provide the COTR with a list of all employees who shall perform the work under this contract. The list shall include the full name and badge serial number of each employee. The Contractor shall notify the COTR, in writing, of any additions, deletions or changes in that list within one (1) day of such changes.

Each employee of the Contractor shall conspicuously display on their person an identification badge which shall include the full name of the employee, the legal name under which the Contractor is doing business, a badge serial number and expiration date. Identification badges shall be furnished by the Contractor. Badges shall be collected from terminated employees prior to clearance of such employees from the installation.

The Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets or use telephone or office equipment provided for official Government use and the Contractor agrees it is solely responsible therefor. Only in cases of an emergency situation may such employee use Academy telephones.

The Contractor's employees shall comply with the instructions pertaining to conduct and other regulations called to the Contractor's attention by the COTR and Contractor agrees it is solely responsible therefor.

Employee's Dress

Uniforms are to be furnished by the Contractor. Employees shall be dressed in a manner that provides a uniform appearance. Clothes shall be freshly laundered, color coordinated, well-fitting and changed daily by each employee. They shall not contain commercial advertising except that hats or nametags may contain the Contractor's name. The type and color of clothes shall be approved by the Contracting Officer prior to contract start date. Shoes shall cover the foot to meet sanitation and safety requirements. Open toe shoes, sandals or sneakers shall not be worn.

- (1) Male Personnel: Long trousers with conventional belts, short or long sleeve shirts.
- (2) Female Personnel: Short or long sleeve dresses or pant suits.

The Contractor shall ensure that employees are properly attired/protected from weather conditions during snow removal operations (cold, etc.)

Wearing of military uniforms (including USMMA midshipmen uniforms) or any part thereof is strictly prohibited under this contract.

Circumstances to be reported

The Contractor shall notify the COTR of all maintenance requirements noted by the custodians in the performance of their work. This includes, but is not limited to, the following: loose or missing bolts or screws, loose or damaged items such as coat hooks, draperies, signs, clogged or slow running drains.

Any circumstances, which do or could pose an unsafe condition or health hazard, shall be reported immediately to the COTR, noting the urgency of the situation. This includes, but is not limited to, the following: broken floor coverings.

The Contractor is also responsible for notifying the COTR of any situations, which may delay or impede his/her work immediately upon the discovery by the Contractor of such situations.

Key Control

The Contractor shall establish and implement adequate methods of insuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The COTR shall have access to all keys. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall designate, in writing, a single individual to act as the Key Control Supervisor. At the beginning of each work shift, the Key Control Supervisor will issue keys to the individuals who are to perform the work in the various locked areas. After these individuals have completed their work shift, all keys will be returned to the Key Control Supervisor. The Key Control Supervisor shall maintain a sign-in/sign-out list for the removal and return of keys.

All keys will be furnished by the Government and all lost keys will be replaced by the Government, not by the Contractor; however, all related direct and indirect costs will be charged to the Contractor for each key lost by the Contractor. When necessary, these costs shall be deducted from the Contractor's monthly-invoices. Furthermore, if keys are lost or duplicated by the Contractor, and in the opinion of the Government it is necessary to replace or re-core locks for reasons of security, the direct cost of such replacement or re-coring will be charged to the Contractor. The Contractor shall report the occurrence of any lost key immediately to the COTR. It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any persons other than the Contractor's employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas.

Lost and Found

It is the responsibility of the Contractor to instruct his/her employees that all articles of possible personal or monetary value found at the USMMA by the Contractor's employees must be turned-in to the appropriate Lost and Found area as directed by the COTR.

Energy Conservation

The Contractor shall be directly responsible for instructing his/her employees in appropriate utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which shall include but shall not necessarily be limited to:

- (1) Lights shall be used only in areas where and at the time when the work is actually being performed.
- (2) The workers will not adjust mechanical or electrical equipment controls; however, the Contractor may be directed by the COTR to start/stop or open/close certain electrical or mechanical equipment.
- (3) Water faucets or valves will be turned off after the required usage has been accomplished.

Security of Buildings

During the night shift, upon completion of daily work in each building, except for the USMMA Chapel, Contractor personnel will insure that all lights are off and all windows are closed and locked prior to leaving the area unless otherwise requested by building occupants.

The Contractor and employees must comply with security requirements at all times while on the grounds of the USMMA.

The Contractor will report all circumstances of a suspicious or unusual nature in buildings included in this contract to the USMMA Department of Public Safety (Extension #5309).

The Contractor will have access to, use and control of areas under this contract only during the times and days that work is outlined in these Specifications, unless otherwise approved by the Contracting Officer.

Reports of Non-Compliance

The Contractor shall initiate immediate corrective action on all unsatisfactory work or non-performed work as directed by the COTR.

Work Schedule

The Contractor shall perform custodial services under the terms of this contract in buildings in accordance with the schedules listed on the Task and Frequency Charts. The Government reserves the right to establish specific hours for performance of specific tasks in accordance with the Technical Specifications. All day shift work under this contract shall be performed between the hours of 8:00 AM and 4:30 PM. All night shift work will be performed between the hours of 11:30AM and 8:00 PM. No work will be performed on Federal Government holidays, except as specifically requested by the Academy during special occasions.

During vacation periods the tasks and frequencies can be adjusted, as mutually agreed between the Contractor and the COTR.

Safety

The Contractor shall be responsible for instructing his/her employees in safety measures considered appropriate by him/her. In addition, the Contractor shall not permit the placing or use of mops, brooms or equipment in traffic lanes or other locations in such manner as to create safety hazards and shall provide appropriate warning signs for slippery floors caused by washing and cleaning operations.

The Contractor shall comply with all applicable safety standards promulgated by the Department of Labor under the Occupational Safety and Health Act of 1970. Such standards are incorporated herein by reference.

After each working day, all of the Contractor's equipment and materials shall be stored in areas designated by the Academy. MSDS sheets associated with supplies used are to be posted in Contractor on-site premises – (which describes the safe use of all supplies as outlined below). Due to possible safety hazard, such equipment and materials will not be permitted outside of these designated areas.

The Contractor shall take such additional precautions as the Contracting Officer may require preventing accidents and damage to U.S. Government property, facilities and equipment or injuries to personnel. Taking the existing USMMA buildings and facilities as a given, both the Government and the Contractor agree that such buildings and facilities are acceptable to the parties thereto in their existing state for the purpose described in this contract.

CONTRACTOR FURNISHED SUPPLIES SHALL BE AS FOLLOWS:

EXPENDABLE SUPPLIES

Absorbent, Oil
Belt, Back Support
Belt, Vacuum
Brush, Wire 12”
Bottles, Spray (Trigger) , 32 oz.
Broom Handle (Metal Tip)
Brooms, Corn

Brooms, Toy
Brushes, Bowl
Brushes, Scrub
Calcium Chloride, Dehydrate
Cards, Time
Cleaner, Baseboard
Cleaner, Glass
Cleaner, Multi-surface
Cleaner, Neutral
Cleaner, Floor (Non Acid)
Cleaner, Stainless Steel
Cloth, Dust (Treated)
Cloth, Dust (White Terry)
Compound, Sweeping
Defoamer, 4 gal
Degreaser, 5 gal
Disinfectant, Pine
Disinfectant, Spray
Disinfectant Wipes
Door Stop, Rubber 5"
Dusters, Feather
Finish, Floor
Gasoline
Gear, Rain
Gloves, Brown Jersey
Gloves, Leather Palm
Gloves, Rubber Latex
Gloves, Winter
Liners, Plastic (24x24)
Liners, Plastic (24x31)
Liners, Plastic (40x48)
Mask, Face
Mop Head , Dust Mop (Pre-Treated 18")
Mop Head , Dust Mop (Pre-Treated 48")
Mops, Cotton (32 oz)
Mops, Finish
Oil
Pads, Floor
Pads, Knee
Paper, Toilet (2 ply)
Parkas, Winter
Polish, Furniture
Powder, Ajax (21-24 oz)
Remover, Gum
Sealer, 5 gal
Scraper, 3"
Shoes, Over
Soap, Liquid (antibacterial for soap dispensers)
Sponges, Large
Stripper, 5 gal
Tape, Caution 3"x1000 Yd
Tape, Duct 2"
Towels, C-Fold
Uniforms

NOTE: The exact quantities of each item that the contractor is required to provide, is listed on their supply/equipment list dated August 20, 2007.

CONTRACTOR FURNISHED EQUIPMENT SHALL BE AS FOLLOWS:

The Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work from existing sources of government furnished electric power and shall have high electrical efficiency ratings and shall have low noise level of operation. The government will furnish all electricity and water necessary for the accomplishment of work at no additional cost to the Contractor. Equipment considered by the Contracting Officer to be improper, unsafe or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment.

MAJOR EQUIPMENT

AutoScrubber, Bat
Battery, With Charger
Burnisher, 19"
Burnisher, Battery
Carpet Machine, Host w/Attachments
Cleaner, Bathroom
Floor Machine, Single Disc
Pressure Washer, 2000 psi
Scrubber, Ride On
Truck, Utility (Gasoline Powered)
Vacuum, Wet/Dry w/attach
Vacuum, Wide

MINOR EQUIPMENT

Answering Machine
Blower, Floor Drying
Broom, Push 24"
Broom, Push 24" H/D
Broom, Push 36" H/D Garage
Brush, Corner
Brush, Deck
Bucket, Plastic w/Wringer, 26 Qt.
Bucket, Plastic w/Wringer, 44 Qt.
Can, Gas(5 Gal)
Cart, Bathroom
Cart, Trash Tilt Truck 1 CU YD
Container, Brute 44 Gal w/dolly
Communication Devices
Copier
Cord, Extension, H/D 50 Ft.
Cord, Extension, L/D 50 Ft.
Drill, Cordless, 1/2", 18 Volt
Eyewash System
Fax Machine
First Aid Kit
Floor Machine, 13" w/Attach
Floor Machine, LSP 19"
Hammer, Rip (20 oz.)
Handle, Dust Mop/Frame 18"
Handle, Dust Mop/Frame 48"
Handle, Mop H/D
HSP -Fir Machine w/Block 19"
Jack, Pallet, 5000 LB
Ladder, 4 Ft. Fiberglass
Ladder, 6 Ft Fiberglass
Mallet, Rubber, 16 oz.
Niss Vac w/ Attachments
Pan, Dust
Phone
Pliers Set, 7 Pc.
Pressure Washer

Scraper, Brute 4"
Screwdriver Set, 20 Pc.
Shovel, Snow
Sign, Wet Floor
Squeegee, Neoprene 24'x2"
Squeegee, Neoprene 36" x 4"
Splashguard, Floor Machine
Spreader, Salt
Time Clock
Tool Chest, 8 Drawer
Tool Chest, 8 Drawer Roll Away
Tools, Extractor
Tool, Mult w/Case
Tool Set
Truck, Flat
Truck, Hand H/D
Vacuum, Upright
Vaccuum, Wet/Dry 15 Gl
Window Cleaning Kit
Wrench Set, 5 Pc.

NOTE: The above list of major and minor equipment is representative only. The Contractor shall be responsible for supplying items of such a nature and in such quantity as may be necessary to fully perform the work specified under this contract. Contractor must also repair all equipment as necessary on a timely basis and provide all appropriate supplies to operate same.

The exact quantities of each item that the contractor is required to provide, is listed on their supply/equipment list dated August 20, 2007.

CLEANING STANDARDS

Spray Buff: All areas accessible to the floor machine shall be spray-buffed. Chairs, trash receptacles, etc., shall be tilted or moved where necessary to spray buff underneath. The floor shall be swept after being spray-buffed. After spray buffing the entire floor shall have a uniform glossy appearance. A fresh coat of refinishing will be applied as necessary in heavy traffic areas. It should be free of scuff marks, heel marks, and other stains and shall have a uniform coating of floor finish. All spray buff solution shall be removed from the baseboards, furniture, and trash receptacles.

Strip and Wax: (To be contracted and billed seperately if necessary)

In areas where stripping and re-waxing operations are performed, all movable furniture and equipment shall be moved and replaced to provide for stripping and re-waxing of floor areas thus occupied. Waxed floors shall have a thin even coating. Floor should be clean and bright in corners and under furniture, as well as in other areas. Wax shall be buffed to a uniform sheen, leaving no heavy brush marks.

Dust Mop: Special oil treated dust mops shall be used in cleaning floor areas. All accessible areas shall be dust mopped. Chairs, trash receptacles and easily movable items shall be moved to dust mop underneath and then reset to their original locations.

Vacuum Carpets: After being vacuumed, the carpeted floors shall be free of all visible litter and soil.

Sweep: After the floor has been swept, the entire floor surface, including corners and abutments, shall be free of litter, dust, spilled and foreign debris. Chairs, trash, receptacles and easily movable items, such as partitions, shall be tilted or moved to sweep underneath.

Wet Mop/Wet with Disinfectant: All accessible areas shall be mopped. Chairs, trash receptacles, and easily movable items shall be moved to mop underneath and returned to original locations. After being mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.

Restrooms and Showers:

- a. Paper towels, liquid soap, and toilet tissue dispensers, are to be refilled or replaced as required so that outages do not occur.
- b. After de-scaling toilet bowls and urinals the entire surface shall be free from streaks, stains, scale, scum, urine deposits and rust stains.
- c. Completely damp clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, dispensers, partitions, stalls, stall doors and wall areas adjacent to wall-mounted lavatories, urinals and toilets.
- d. All mirrors, shelving, dispensers, chromium fixtures and piping shall be damp-wiped and polished dry.
- e. Special attention shall be given to floors around the urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout.

Spot Clean: Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, training aids, public displays, classroom aids, plaques, exhibits, pictures, wall decorations and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, break areas and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil. All this work shall be performed as often as possible in order to maintain a fresh and clean appearance.

Chalkboard Cleaning: All chalkboards to include both sides, on reversible and slide-out panels in academic areas. Dry erasing is not acceptable. Boards that have special requirements shall be addressed by the academic department involved to the Contractor. The cleaned chalkboard shall have a non-streaky appearance and will have no unwashed areas, except for those areas directed to be excluded from washing (i.e., chalkboards containing classroom instructions and marked "DO NOT ERASE"). Classroom chalkboard washing will be closely coordinated with the academic departments and the schedule will be subject to change within a 24-hour notice to the Contractor. Chalkholders will also be kept clean.

CAUTION: Be advised that some of the chalkboards in the academic areas are of glass composition and break if exposed to excessive surface pressure or high temperature hot water. The Contractor shall use caution in the washing of the glass chalkboards to prevent breakage. The Contractor will be responsible for the cost of replacement of chalkboards damaged during the cleaning or reversing process.

Low Dust: After low-dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of desks, chairs, file cabinets, and other types of office furniture and equipment, and from horizontal ledges, window sills, all venetian blinds and shades, handrails, accessible portions of heaters, air conditioners, ventilators, convectors, fans, radiators, to a line 6-1/2 feet above floor level.

Sealer: Sealer shall be used to protect the floor finish and/or wax from being damaged. Floor surfaces shall be thoroughly free of soil, stains, film and debris before applying sealer. Should there be more than eight (8) hours delay before applying sealer after the floor has been cleaned or between coats, the areas must again be cleaned to remove surface dirt and scuff marks before applying sealer.

Steam Clean: A steam pressure cleaner shall be used in steam cleaning ceramic tiles and/or concrete surfaces as specified in the task and frequency charts. All marks and discolorations shall be removed from walls and floors.

Wash and Wax: In some areas where there is light traffic, the Contractor shall be allowed to strip the floor surface very lightly by washing it down.

Floor Finish: Floor finish wax shall be used on concrete surfaces, but only after all soils, stains film and debris have been removed from the surface. No splash marks or streaks on walls, baseboards, etc., will be permitted.

Walk-Off Mat Cleaning: Carpet-type entrance mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed hosed-down outdoors to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

Clean Drinking Fountains: Disinfect with germicidal detergent all porcelain and polished metal surfaces. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots and smudges.

Water Coolers: Disinfect with germicidal detergent all exterior surfaces inclusive of the drain tray.

Trash Removal: All waste baskets, cigarette butt receptacles, pencil sharpeners and other trash containers within the area shall be emptied and returned to their initial locations. Boxes, cans and papers placed near a trash receptacle shall be removed. The Contractor's employees will check with the local office personnel to insure that the contents are to be removed. Any obviously torn plastic trash receptacle liners in such receptacles shall be replaced. Ashes and debris shall be removed from cigarette butt receptacles and placed in a non-flammable container. Trash shall be disposed of in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall onto the facility or grounds in the area around the trash collection point during the removal of such collected trash. If the trash storage area is in an enclosed area, the Contractor shall be responsible for relocating trash to designated pick up areas as directed by the COTR. The USMMA will collect trash from designated areas and dispose of it.

Glass Cleaning: The work includes the cleaning of all exposed glass surfaces which are not an integral part of the exterior walls of the building, such as glass partitions, interior glass doors, display or book cases, desk tops, directory boards, glass draft shields of windows and mirrors using a free-rinsing detergent to present a neat, clean appearance. Lucite and plastic other than windows, including partitions, relites, doors, mirrors, cases, desktops and plastic at building entrances shall be cleaned. Adjacent trim shall be wiped clean with a damp cloth where soiled by spillage or by smears in the glass cleaning operation.

Outside Entranceways and Staircases: These areas shall be swept and ground drains kept clear on a regular basis. Snow removal of entranceways and paths near buildings will be accomplished as needed. Glass exterior doors shall be cleaned as required. Removal of leaves, snow and ice in these areas shall be part of this contract.

Classroom, Laboratory and Lecture Hall Desks: These shall be dusted once per month and marks shall be removed from desks on a twice-per-month basis. All other dusting shall be in accordance with the task and frequency charts. The Contractor shall realign all desks and chairs after completing the tasks for each classroom and laboratory.

Removal of Trash: Trash shall be emptied daily in all areas covered by this contract regardless of the frequency for any other tasks, unless otherwise noted. Contractor will abide by recycling laws in effect during the contract.

The Government will supply the Contractor with light, power, heat, and hot and cold water.

PERFORMANCE DEDUCTION SCHEDULE

Listed below are the deductions which the Contracting Officer may, at his/her discretion, utilize when violations to the contract occur. The Contracting Officer will determine whether these deductions shall be assessed following the monthly conference with the Contractor's on-site Project Manager and the COTR/Assistant COTR. The Contracting Officer or designated representative will determine whether he or she is satisfied with the Contractor's response and/or progress in correcting the alleged violation(s). The violations will be classified either critical or non critical in nature, and will be assessed as stated below:

CRITICAL VIOLATION

EACH critical violation will be assessed a deduction of \$500.00, regardless of when the violation was corrected.

NON CRITICAL VIOLATION

An accumulation of FIVE (5) non-critical violations in a month will result in the assessment of a \$500.00 deduction regardless of when the violations were corrected.

SCHEDULE A – CRITICAL VIOLATIONS

1. Contractor improperly stored supplies and/or equipment.
2. Contractor did not insure that all contractor employees have adequate knowledge of chemicals, tools, equipment, and techniques to properly perform all the work outlined in the contract.
3. Contractor did not adhere to the established Safety guidelines as set forth in Contractor Safety Rules provided as an attachment to the contract.
4. Contractor did not provide adequate supplies and/or equipment to properly perform the work per the Task and Frequency Chart.
5. Contractor did not keep entranceways and/or stairwells clear of ice, snow and debris for the Academy buildings outlined in the contract.
6. Contractor did not take the necessary precautions to cordon off areas in the Academy buildings being mopped, and/or waxed.
7. Contractor provided supplies or equipment that was improper, unsafe or inadequate to perform the work outlined in the Task and Frequency Charts of the contract.
8. Contractor did not insure that all keys issued by the government were lost or misplaced, thus causing a breach in security on the grounds of the USMMA.
9. In areas where food is being served or prepared, cleaning solutions were found in the immediate area, compromising the health and safety of Academy personnel.

SCHEDULE B – NON-CRITICAL VIOLATIONS

1. Spot cleaning was not accomplished in accordance with Task and Frequency Charts per the contract.
2. Floors were not mopped/swept in accordance with Task and Frequency Charts per the contract.
3. Carpeting was not vacuumed in accordance with Task and Frequency Charts per the contract.

- 4. Restroom was not cleaned in accordance with Task and Frequency Charts per the contract.
- 5. Trash was not emptied in accordance with Task and Frequency Charts per the contract.

(OPERATING WORK SCHEDULE):

Hours of operation the contractor shall perform cleaning services:

Days of the week - Monday through Friday (8:00 AM to 4:30 PM) (with special provisions for specific requirements, as needed)

Night Shift - Monday through Friday (11:30 AM to 8:00 PM)

- (4 people)
- Bowditch Hall
 - Fulton Hall
 - Gibbs Hall
 - Samuels Hall

Weekends - 4 1/2 hours on Saturday

(1 person) - 4 1/2 hours on Sunday

1) Sweep various areas that are in use on weekends. sweep of various areas in use on weekends.

2) Bowditch – 1st Floor Audit, bathrooms, classrooms on an as needed basis.

Holidays - Academy officially closed - no work scheduled

Cleaning services performed for special events (extra duty). Hours will vary.

- Football season (weekend)
- Acceptance Day (weekend)
- Homecoming Weekend
- Graduation Weekend

Any special event requested by officials requiring custodial service.

Extended hours of custodial services may be required due to emergency situations such as flooding, extreme foul weather conditions, other unforeseen problems.

Weekly, quarterly, semi-annual and annual custodial tasks may be performed Monday through Friday during hours regularly cited or on weekends at an overtime rate with prior approval of the COTR.

GOVERNMENT HOLIDAYS

- New Year's Day
- Veterans's Day
- Martin Luther King Birthday
- Thanksgiving Day
- President's Day
- Independence Day
- Christmas Day
- Labor Day
- Memorial Day
- Columbus Day

CUSTODIAL SERVICE AREAS FOR ACADEMY BUILDINGS

(Revised December 11, 2007)

Barry Hall
Bland Library
Bowditch Hall
Brooks Field House
Chapel
Cleveland Hall
Delano Hall
Eldridge Pool & Showers
Facilities Management Building
Fitch Building
Fulton Hall
Furuseth Hall
Gibbs Hall

Jones Hall
Land Hall
Melville Hall
Murphy Hall
Museum
O'Hara Hall
Palmer Hall
Patten Building
Prosser Boathouse
Rogers Hall
Samuels Hall
Tomb Field
White Building
Wiley Hall
Yocum Sailing Center