

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE OF WORK

The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work under this contract.

Contractor employees shall be on site only for contractual duties and not for other business purposes.

The work site is:

Facility	Location
CMR	Avenida Leopoldo Navarro #14, esq. Plinio Pina, Gazcue

The Government may, but is not obligated to, request temporary additional services at the the same location.

1.1 General Instructions

The Contractor shall prepare general instructions for the workforce. The Contractor shall provide drafts of these instructions to the Contracting Officer's Representative (COR) for review within 30 days after contract award. The instructions must include guidance on the proper way to clean any special surfaces in the buildings. The General Instructions shall emphasize security requirements so that accidental security violations do not occur. The COR must approve these general instructions before they are issued to the workforce. The contractor must have at least 3 years of experience working in Dominican Republic.

1.2 Duties and Responsibilities

1.2.1 All standard services shall be performed during regular working hours in coordination with the instructions from the CMR House Manager. Normal working hours are defined as **8:00 to 16:45 Monday to Friday**, excluding Dominican holidays.

1.2.2. The Contractor shall schedule routine cleaning requirements to ensure that these are done in the most efficient order and timeframe and so that they have the least impact on normal operations.

1.3 Types of Services

1.3.1 Standard Services shall include the following work:

1.3.1.1 Three times a week Cleaning Requirements shall consist of:

1.3.1.1.1 Dusting and cleaning of the garden tables and chairs. All furniture shall be free of dust, dirt, and sticky surfaces or areas.

1.3.1.1.2 Thorough cleaning of the pool's toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms. The Contractor shall ensure that the facilities area is clean and neat. Emptying all wastepaper baskets and replacing plastic wastepaper basket linings and returning items where they were located

1.3.1.1.3 Thorough cleaning of gardeners and security guards space and bathrooms, to include sweeping and mopping the floor, wiping thoroughly down the area. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms. The Contractor shall ensure that the facilities area is clean and neat. Emptying all wastepaper baskets and replacing plastic wastepaper basket linings and returning items where they were located. The Contractor shall clean the refrigerator, water dispensers, kitchenette counter and appliances within the security guards space. Dirty dishes clean-up will be the responsibility of the user.

1.3.1.2 Periodic Cleaning Requirements (at least once a month, maximum of 5 times a month) consist of:

1.3.1.2.1 Inside carpet washing with specialized equipment, this includes the stairs carpet, the Ambassador's room carpet and the area carpets.

1.3.1.2.2 Window cleaning, including cleaning with pressure hose.

1.3.1.2.3 Patio floor cleaning, including floor cleaning with pressure hose.

1.3.1.2.4 Pool fence cleaning with pressure hose.

1.3.1.2.5 All exterior awnings cleaning.

1.3.1.2.6 Furniture deep cleaning. This includes but is not limited to using specialized equipment and products to clean the fabric of the furniture.

1.3.1.2.7 Pressure washing the cement exterior area of the residence.

1.4. Materials and equipment.

1.4.1 be responsible to provide all materials and equipment to be used in the CMR, including but not limited to toilet paper, paper towel, soap, cleaning products, paper water cups, garbage bags.

The monthly materials used in the residence are approx. as follow:

- 48 toilet paper rolls
- 20 paper towels for dispensers

- 2 gallons of soap
- 1 (25/200) box of water paper cone cups
- 12 trash can bags (small)
- 12 trash can bags (big)

Note: no particular brand is requested.

1.5 Temporary Additional Services

Temporary Additional Services shall support special events. These Temporary additional services include but are not limited to the following:

- a) Picking up and taking out the trash;
- b) Clean the patio tables and chairs, the pool furniture, clean bathrooms; and
- c) Refill stock of expendables (trash bags, soap, toilet paper, etc.) in the bathrooms and kitchenette.

The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services on an as-needed basis. This work shall be performed by trained Contractor employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

1.3.2.1 The Contractor shall include in its next regular invoice the details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written request for the temporary additional services.

2. MANAGEMENT AND SUPERVISION

2.1 The Contractor shall designate an **English speaking** representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have supervision as his or her sole function.

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the CMR staff. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

2.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

3. WORKING HOURS

All work shall be performed during the following hours:

Facility	Hours
CMR	Weekdays between 8:00 and 16:45, Monday through Friday, excluding Dominican holidays.

Other hours different from those above may be approved by the COR. The Contractor must provide at least 24 hours' advance notice of any changes to the COR, who will consider any deviation from the hours identified above.

4. DELIVERABLES

The following items shall be delivered under this contract:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DELIVERY DATE</u>	<u>DELIVER TO</u>
Insurance	1	10 days after award	Contracting Officer
List of Personnel for Security Clearance	1	10 days after award	COR
Invoice	1	Monthly	Designated Billing Office (DBO)

5. PERSONNEL REQUIREMENTS

5.1. GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

5.2. STANDARD OF CONDUCT

5.2.1. UNIFORMS AND PERSONAL EQUIPMENT. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the COR. The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms. The Contractor shall also provide personal protective

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

5.2.2. **NEGLECT OF DUTIES.** The Contractor shall ensure that there is no sleeping while on duty, unreasonable delay or failure to carry out assigned tasks, conduct of personal affairs during duty hours and refusal to render assistance or cooperate in upholding the integrity of worksite security.

5.2.3. **MISBEHAVIOR.** Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient U.S. Government operations.

5.2.4. **INTOXICANTS AND NARCOTICS.** The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

5.2.5. **FIREARMS.** The Contractor shall not allow its employees while on duty to possess any firearm.

5.2.6. **CRIMINAL ACTIONS.** Contractor employees may be subject to criminal prosecution as allowed by law in certain circumstances including but not limited to the following infractions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

5.2.7. KEY CONTROL. If applicable, the Contractor shall receive, secure, issue and account for any keys issued for access to vehicles, buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

5.3. **NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.** The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

5.4 PERSONNEL SECURITY

5.4.1. Ten days after contract award, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project, including planned back-up personnel. The Government will run background checks on these individuals. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Dominican ID (cédula) number
- Non-Dominican passport number (if applicable)

5.4.2. The Government shall issue identity cards to Contractor personnel after they are approved. Contractor personnel shall display identity card(s) on their uniforms at all times while providing services under this contract. These identity cards are the property of the USG. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

6. INSURANCE

6.1. **AMOUNT OF INSURANCE.** The Contractor is required to provide all insurance that is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

1. Bodily Injury

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

2. Property Damage

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

6.3. **THE TYPES AND AMOUNTS OF INSURANCE ARE THE MINIMUMS REQUIRED.** The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

6.4. **COMPENSATION.** For those Contractor employees assigned to this contract who are either United States citizens or Direct Hire in the United States of America or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

6.5. **PERSONAL INJURIES OR DAMAGES.** The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person

The Contractor shall hold harmless and indemnify the Government from any claims arising, except in the instance of gross negligence on the part of the Government.

6.6. **DAMAGE OR THEFT OF MATERIALS AND/OR EQUIPMENT.** The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

6.7. **GOVERNMENT AS ADDITIONAL INSURED.** The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

6.8. **TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE.** The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

6.9 **ACCIDENTS AND INJURY**

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

7. LAWS AND REGULATIONS

7.1. Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

7.2. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

8. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the COR to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
<u>Services.</u> Performs all cleaning services set forth in the performance work statement (PWS)	1 thru 7.	All required services are performed and no more than one (1) customer complaint is received per month.

(a) **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action. The COR and GTMs may make random, unannounced inspections of the work site.

(b) **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(c) **PROCEDURES.**

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

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

(3) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable. The COR shall, at a minimum, orally notify the Contractor of any valid complaints. If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

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

(6) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.