

SOLICITATION, OFFER, AND AWARD			CONTRACT IS A RATED ORDER SER DPAS (15 CFR 700)		PAGE OF PAGES A-1 128
2. CONTRACT NUMBER SBA #1084-02-207903 ACB-3-C-0003/	3. SOLICITATION NUMBER ACB-2-R-0041	4. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	5. DATE ISSUED 10/25/2002	6. REQUISITION/PURCHASE NUMBER DDP-03-016	
7. ISSUED BY US Immigration & Naturalization Svc 70 Kimball Avenue South Burlington VT 05403		8. ADDRESS OFFER TO (if other than item 7) US Immigration & Naturalization Svc 70 Kimball Avenue South Burlington VT 05403			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in South Burlington until 4:30 p.m. local time 12/02/2002
(City) (Hour) (Date)

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Deborah A. Parot	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 802-872- XXXXXXXX	C. EMAIL ADDRESS Deborah.A.Parot@usdoj.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point (s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

10. CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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(See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors And related documents numbered and dated):

15A. NAME AND ADDRESS OF OFFEROR Ahtna Technical Services, Inc. Suite 204 406 W Fireweed Lane Anchorage AK 99503-2649	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Carolyn Craig President/CEO
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE <i>Carolyn Craig</i>	18. OFFER DATE Feb 12 2003
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 0001 - 0017	20. AMOUNT \$1,941,503.17 FFP	21. ACCOUNTING AND APPROPRIATION INFORMATION Funds will be (b)(2)
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (5) 15 USC 637(a)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) Part I, Sec G
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24. ADMINISTERED BY (If other than item 7) CODE	PAYMENT WILL BE MADE BY CODE See Part I, Section G
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26. NAME OF CONTRACTING OFFICER (Type or print) Roger E. Fregeau	27. UNITED STATES OF AMERICA <i>Roger E Fregeau</i> (Signature of Contracting Officer)	28. AWARD DATE 2/12/03
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

*Bul
foco-jac*

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Justice (DOJ). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program. The cognizant SBA District Office is:

U.S. Small Business Administration
Alaska District Office
510 L Street, Suite 310
Anchorage, AK 99501
(907)271-4536

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The Contractor agrees:
- (1) to notify the contracting officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in a termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
 - (2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.
(End of clause)

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PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

This is a non-personal service contract as defined by FAR 37.1. The Contractor shall provide all administrative services, supervision, manpower, equipment and supplies necessary to furnish facility maintenance services in accordance with the terms and conditions herein, needed to support the Immigration and Naturalization Service, Buffalo Federal Detention Facility, 4250 Federal Drive, Batavia, New York 14020.

B.2 Offer for 12-Month Option Period (03/5/03 (or date of contract award whichever is later) - 03/4/04).

A. The following food service items are requirements items for the base year. The Contractor's performance will not actually begin until issuance of a task order.

3/5/03-
3/4/04

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>		<u>DAILY ESTIMATED QTY</u>	<u>DAILY EXTENDED COST</u>
0001	Breakfast		X	450	
0002	Lunch		X	450	
0003	Dinner		X	450	
0004	Box Lunch		X	46	
0005A	Special Meals		X	145	
0005B	Kosher Meals		X	35	

(b)(4)

Daily Extended Total [REDACTED]

Base Year Extended Total [REDACTED]

(b)(4)

B. The following items are firm fixed prices items for the services described herein with the exception of items 0009B and 0013B which are requirements items.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
0006	Custodial	[REDACTED] per month
0007	Warehouse Operation	[REDACTED] per month
0008	Grounds Maintenance (May - October)	[REDACTED] per month
0009A	Snow and Ice Removal -For Average annual Snowfall (November - April)	[REDACTED] per month
0009B	For one additional removal of 3 inches	[REDACTED] per occurrence
0010	Trash and Recycling	[REDACTED] per month
0011	Operation Maintenance & Repair	[REDACTED] per month
0012	Laundry and Tailoring	[REDACTED] per month
0013A	Pest Control	[REDACTED] per month
0013B	For one additional service call	[REDACTED] per call

(b)(4)

C. The following line item is for those time and material repairs outside of the scope of line item 0011 above. The T&M repairs will be negotiated individually using the labor hour rates below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL COST</u>	
0014	Operation Maintenance & Repair - Time and Materials Repairs	\$ TBD	per job

Labor Hour Unit Price by Skill - Fully Burdened Rate:

<u>Labor Category</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
A Chief Building Engineer	per hour	per hour
B Asst. Building Engineer	per hour	per hour
C HVAC Tech.	per hour	per hour
D Electrician	per hour	per hour
E Electrician helper	per hour	per hour
A Maintenance Technician	per hour	per hour
C Carpenter	per hour	per hour
H Carpenter helper	per hour	per hour
I Warehouse Supervisor	per hour	per hour
S Laundry Supervisor	per hour	per hour
V Plumber	per hour	per hour
L Plumber helper	per hour	per hour
M General Laborer	per hour	per hour

(b)(4)

D. The following line item is Not Separately Priced, however, the cost should be included in the total base year price.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
0015	Data in Accordance with Section F - Deliverables of Written Documentation	Not Separately Priced

E. The following items, Management of Detainee Funds, will be a fixed price per month cost, and Commissary is a direct reimbursement item to be credited towards Management of Detainee Funds. Refer to Section C, Subsection 3.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
0016	Management of Detainee Funds	per month
0016A	Commissary	% of Gross Income To Be Credited

(b)(4)

F. The following line item is for reimbursement for detainee labor costs.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COSTS</u>	<u>DAILY ESTIMATED QUANTITY</u>
0017	Detainee Stipend	day/detainee	
TOTAL BASE YEAR PRICE			

(b)(4)

B.3 Offer for First 12-Month Option Period (03/5/04 - 03/4/05).

A. The following food service items are requirements items for the first option year.

Req To.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>		<u>DAILY ESTIMATED QTY</u>	<u>DAILY EXTENDED COST</u>
1001	Breakfast	[REDACTED]	X	400 450	[REDACTED]
1002	Lunch	[REDACTED]	X	360 450	[REDACTED]
1003	Dinner	[REDACTED]	X	360 450	[REDACTED]
1004	Box Lunch	[REDACTED]	X	45	[REDACTED]
1005A	Special Meals	[REDACTED]	X	140 145	[REDACTED]
1005B	Kosher Meals	[REDACTED]	X	35	[REDACTED]
Daily Extended Total					[REDACTED]
Option Year One Extended Total					[REDACTED]

(b)(4)

B. The following items are firm fixed prices items for the services described herein with the exception of items 1009B and 1013B which are requirements items.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
1006	Custodial	[REDACTED] per month
1007	Warehouse Operation	[REDACTED] per month
1008	Grounds Maintenance (May - October)	[REDACTED] per month
1009A	Snow and Ice Removal -For Average annual Snowfall (November - April)	[REDACTED] per month
1009B	For one additional removal of 3 inches	[REDACTED] per occurrence
1010	Trash and Recycling	[REDACTED] per month
1011	Operation Maintenance & Repair	[REDACTED] per month
1012	Laundry and Tailoring	[REDACTED] per month
1013A	Pest Control	[REDACTED] per month
1013B	For one additional service call	[REDACTED] per call

735.69

(b)(4)

*FFP
Mod 1/97*

[REDACTED]

(b)(4)

Award

*7 mo lump sum
5 mo sub award*

C. The following line item is for those time and material repairs outside of the scope of line item 1011 above. The T&M repairs will be negotiated individually using the labor hour rates below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL COST</u>	
1014	Operation Maintenance & Repair - Time and Materials Repairs	\$ TBD	per job

Labor Hour Unit Price by Skill - Fully Burdened Rate:

<u>Labor Category</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
Chief Building Engineer	per hour	per hour
Asst. Building Engineer	per hour	per hour
HVAC Tech.	per hour	per hour
Electrician	per hour	per hour
Electrician helper	per hour	per hour
Maintenance Technician	per hour	per hour
Carpenter	per hour	per hour (b)(4)
Carpenter helper	per hour	per hour
Warehouse Supervisor	per hour	per hour
Laundry Supervisor	per hour	per hour
Plumber	per hour	per hour
Plumber helper	per hour	per hour
General Laborer	per hour	per hour

D. The following line item is Not Separately Priced, however, the cost should be included in the total option year one price.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL COST</u>
1015	Data in Accordance with Section F - Deliverables of Written Documentation	Not Separately Priced

E. The following items, Management of Detainee Funds, will be a fixed price per month cost, and Commissary is a direct reimbursement item to be credited towards Management of Detainee Funds. Refer to Section C, Subsection 3.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
1016	Management of Detainee Funds	per month
1016A	Commissary	% of Gross Income To Be Credited (b)(4)

F. The following line item is for reimbursement for detainee labor costs.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COSTS</u>	<u>DAILY ESTIMATED QUANTITY</u>
1017	Detainee Stipend	day/detainee	
TOTAL OPTION YEAR ONE PRICE			(b)(4)

B.4 Offer for Second 12-Month Option Period (03/5/05 - 03/4/06).

A. The following food service items are requirements items for the second option year.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>		<u>DAILY ESTIMATED QTY</u>	<u>DAILY EXTENDED COST</u>
2001	Breakfast	[REDACTED]	X	450	[REDACTED]
2002	Lunch	[REDACTED]	X	450	[REDACTED]
2003	Dinner	[REDACTED]	X	450	[REDACTED]
2004	Box Lunch	[REDACTED]	X	45	[REDACTED]
2005A	Special Meals	[REDACTED]	X	145	[REDACTED]
2005B	Kosher Meals	[REDACTED]	X	35	[REDACTED]
Daily Extended Total					[REDACTED]
Option Year Two Extended Total					[REDACTED]

(b)(4)

B. The following items are firm fixed prices items for the services described herein with the exception of items 2009B and 2013B which are requirements items.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
2006	Custodial	[REDACTED] per month
2007	Warehouse Operation	[REDACTED] per month
2008	Grounds Maintenance (May - October)	[REDACTED] per month
2009A	Snow and Ice Removal -For Average annual Snowfall (November - April)	[REDACTED] per month
2009B	For one additional removal of 3 inches	[REDACTED] per occurrence
2010	Trash and Recycling	[REDACTED] per month
2011	Operation Maintenance & Repair	[REDACTED] per month
2012	Laundry and Tailoring	[REDACTED] per month
2013A	Pest Control	[REDACTED] per month
2013B	For one additional service call	[REDACTED] per call

(b)(4)

C. The following line item is for those time and material repairs outside of the scope of line item 2011 above. The T&M repairs will be negotiated individually using the labor hour rates below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL COST</u>	
2014	Operation Maintenance & Repair - Time and Materials Repairs	\$ TBD	per job

Labor Hour Unit Price by Skill - Fully Burdened Rate:

<u>Labor Category</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
Chief Building Engineer	per hour	per hour
Asst. Building Engineer	per hour	per hour
HVAC Tech.	per hour	per hour
Electrician	per hour	per hour
Electrician helper	per hour	per hour
Maintenance Technician	per hour	per hour
Carpenter	per hour	per hour
Carpenter helper	per hour	per hour
Warehouse Supervisor	per hour	per hour
Laundry Supervisor	per hour	per hour
Plumber	per hour	per hour
Plumber helper	per hour	per hour
General Laborer	per hour	per hour

D. The following line item is Not Separately Priced, however, the cost should be included in the total option year two price.

<u>ITEM</u>	<u>DESCRIPTION</u>	
2015	Data in Accordance with Section F - Deliverables of Written Documentation	Not Separately Priced

E. The following items, Management of Detainee Funds, will be a fixed price per month cost, and Commissary is a direct reimbursement item to be credited towards Management of Detainee Funds. Refer to Section C, Subsection 3.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
2016	Management of Detainee Funds	per month
2016A	Commissary	% of Gross Income To Be Credited

F. The following line item is for reimbursement for detainee labor costs.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COSTS</u>	<u>DAILY ESTIMATED QUANTITY</u>
2017	Detainee Stipend	day/detainee	
TOTAL OPTION YEAR TWO PRICE			

B.5 Offer for Third 12-Month Option Period (03/5/06 - 03/4/07).

A. The following food service items are requirements items for the third option year.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>		<u>DAILY ESTIMATED QTY</u>	<u>DAILY EXTENDED COST</u>
3001	Breakfast	_____	X	450	_____
3002	Lunch	_____	X	450	_____
3003	Dinner	_____	X	450	_____
3004	Box Lunch	_____	X	45	_____
3005A	Special Meals	_____	X	145	_____
3005B	Kosher Meals	_____	X	35	_____
Daily Extended Total					_____
Option Year Three Extended Total					_____

(b)(4)

B. The following items are firm fixed prices items for the services described herein with the exception of items 3009B and 3013B which are requirements items.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
3006	Custodial	_____ per month
3007	Warehouse Operation	_____ per month
3008	Grounds Maintenance (May - October)	_____ per month
3009A	Snow and Ice Removal -For Average annual Snowfall (November - April)	_____ per month
3009B	For one additional removal of 3 inches	_____ per occurrence
3010	Trash and Recycling	_____ per month
3011	Operation Maintenance & Repair	_____ per month
3012	Laundry and Tailoring	_____ per month
3013A	Pest Control	_____ per month
3013B	For one additional service call	_____ per call

(b)(4)

C. The following line item is for those time and material repairs outside of the scope of line item 3011 above. The T&M repairs will be negotiated individually using the labor hour rates below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL COST</u>	
3014	Operation Maintenance & Repair - Time and Materials Repairs	\$ TBD	per job

Labor Hour Unit Price by Skill - Fully Burdened Rate:

<u>Labor Category</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
Chief Building Engineer	_____ per hour	_____ per hour
Asst. Building Engineer	_____ per hour	_____ per hour
HVAC Tech.	_____ per hour	_____ per hour
Electrician	_____ per hour	_____ per hour
Electrician helper	_____ per hour	_____ per hour
Maintenance Technician	_____ per hour	_____ per hour
Carpenter	_____ per hour	_____ per hour (b)(4)
Carpenter helper	_____ per hour	_____ per hour
Warehouse Supervisor	_____ per hour	_____ per hour
Laundry Supervisor	_____ per hour	_____ per hour
Plumber	_____ per hour	_____ per hour
Plumber helper	_____ per hour	_____ per hour
General Laborer	_____ per hour	_____ per hour

D. The following line item is Not Separately Priced, however, the cost should be included in the total option year three price.

<u>ITEM</u>	<u>DESCRIPTION</u>	
3015	Data in Accordance with Section F - Deliverables of Written Documentation	Not Separately Priced

E. The following items, Management of Detainee Funds, will be a fixed price per month cost, and Commissary is a direct reimbursement item to be credited towards Management of Detainee Funds. Refer to Section C, Subsection 3.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
3016	Management of Detainee Funds	_____ per month
3016A	Commissary	_____ % of Gross Income To Be Credited

(b)(4)

F. The following line item is for reimbursement for detainee labor costs.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COSTS</u>	<u>DAILY ESTIMATED QUANTITY</u>
3017	Detainee Stipend	_____ day/detainee	_____
TOTAL OPTION YEAR THREE PRICE			_____

(b)(4)

B.5 Offer for Fourth 12-Month Option Period (03/5/07 - 03/4/08).

A. The following food service items are requirements items for the fourth option year.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>		<u>DAILY ESTIMATED QTY</u>	<u>DAILY EXTENDED COST</u>
4001	Breakfast	_____	X	450	_____
4002	Lunch	_____	X	450	_____
4003	Dinner	_____	X	450	_____
4004	Box Lunch	_____	X	45	_____
4005A	Special Meals	_____	X	145	_____
4005B	Kosher Meals	_____	X	35	_____
Daily Extended Total					_____
Option Year Four Extended Total					_____

(b)(4)

B. The following items are firm fixed prices items for the services described herein with the exception of items 4009B and 4013B which are requirements items.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
4006	Custodial	_____ per month
4007	Warehouse Operation	_____ per month
4008	Grounds Maintenance (May - October)	_____ per month
4009A	Snow and Ice Removal -For Average annual Snowfall (November - April)	_____ per month
4009B	For one additional removal of 3 inches	_____ per occurrence
4010	Trash and Recycling	_____ per month
4011	Operation Maintenance & Repair	_____ per month
4012	Laundry and Tailoring	_____ per month
4013A	Pest Control	_____ per month
4013B	For one additional service call	_____ per call

(b)(4)

C. The following line item is for those time and material repairs outside of the scope of line item 4011 above. The T&M repairs will be negotiated individually using the labor hour rates below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL COST</u>	
4014	Operation Maintenance & Repair - Time and Materials Repairs	\$ <u>TBD</u>	per job

Labor Hour Unit Price by Skill - Fully Burdened Rate:

<u>Labor Category</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
Chief Building Engineer	per hour	per hour
Asst. Building Engineer	per hour	per hour
HVAC Tech.	per hour	per hour
Electrician	per hour	per hour
Electrician helper	per hour	per hour
Maintenance Technician	per hour	per hour
Carpenter	per hour	per hour
Carpenter helper	per hour	per hour
Warehouse Supervisor	per hour	per hour
Laundry Supervisor	per hour	per hour
Plumber	per hour	per hour
Plumber helper	per hour	per hour
General Laborer	per hour	per hour

(b)(4)

D. The following line item is Not Separately Priced, however, the cost should be included in the total option year FOUR price.

<u>ITEM</u>	<u>DESCRIPTION</u>	
4015	Data in Accordance with Section F - Deliverables of Written Documentation	Not Separately Priced

E. The following items, Management of Detainee Funds, will be a fixed price per month cost, and Commissary is a direct reimbursement item to be credited towards Management of Detainee Funds. Refer to Section C, Subsection 3.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY COST</u>
4016	Management of Detainee Funds	per month
4016A	Commissary	% of Gross Income To Be Credited

(b)(4)

F. The following line item is for reimbursement for detainee labor costs.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT COSTS</u>	<u>DAILY ESTIMATED QUANTITY</u>
4017	Detainee Stipend	day/detainee	
TOTAL OPTION YEAR FOUR PRICE			

(b)(4)

Government reserves the right to exercise the annual option periods no later than the expiration date of the period of performance provided a preliminary notice of intent to extend is given in writing at least 60 days before contract expiration, subject to availability of funds.

PART I - THE SCHEDULE
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
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A. Purpose of Contract

1. General Scope

The purpose of the resultant contract will be to manage and provide base support and food services to the Buffalo Federal Detention Facility located at Batavia, New York. These services include manage, maintain, and repair the facility, including all custodial, snow removal, grounds and pavements; manage the kitchen and provide complete meal and food service to an average of 450 detainees/inmates; manage and operate the laundry plant to include seamstress operations for support of an average of 450 detainees; and manage and operate the warehouse and loading dock.

2. Standards

The Contractor shall comply with the standards of, and support the accreditation process of, the American Correctional Association (ACA) in accordance with the standards established for Adult Local Detention Facilities, or any other accreditation program which supports the goals and mission of INS. The ACA standards are recognized as the minimum standards for compliance, not as the final measures of quality performance. The Contractor shall proactively identify problems and opportunities without Government direction and shall take appropriate action after concurrence of the INS CO/COTR.

3. Performance Oriented Contract

The contract will be performance-based with an emphasis on results rather than concentrating on explaining the manner in which the work is to be performed.

4. Definitions

Subsection 1. provides definitions which are common throughout this document. Specialized, technical definitions are included in the individual discussions.

B. Description of the Property

1. General.

The Buffalo Federal Detention Facility (BFDF) is a 450 bed medium/maximum security, all male, facility and houses aliens being detained pending deportation hearings, (some of whom may have completed incarceration for other convictions), and U. S. citizens being detained by the U. S. Marshals Service pending other court actions. Residence time for detainees is expected to average about three months; however, some detainees may reside at Batavia for as long as two years.

2. Space Layout.

The facility occupies approximately 22 acres adjacent to a modern industrial park on the edge of the town of Batavia, New York. The building contains approximately 150,000 square feet of covered space encompassing detainee housing and all required support,

including court rooms for hearings, a complete medical facility, fully equipped kitchen, warehouse with loading docks, laundry plant, and back up electrical power generating equipment. The indoor space is generally divided into four contiguous structures, three of which house detainees and one which is used for administration and support. The three detainee buildings contain nine living modules (called pods) which accommodate 50 detainees each. Three of the pods are configured for individual cells and six are configured in open barracks dormitories. Each pod has a "common" area for recreation and meals.

The three housing buildings are accessible from the large administration structure by entryways off from a wide corridor that runs nearly the length of it. The administration structure is further described as three buildings, even though it is one structure. Building One is the public area of the structure, (detainee workers are not permitted in this building), and provides space for typical administration and management activities and for courtrooms, transportation and deportation offices and security controls. Building Two includes areas for detainee processing, a complete medical/dental facility, segregation confinement, and the kitchen. Building Three includes the detainee recreation facility (gymnasium, library, classroom), the warehouse, parking garage (three vehicle), maintenance shops, mechanical and electrical equipment rooms, and the laundry.

C. Personnel

1. Personnel Requirements

- (a) All Contractor personnel working in the facility are required to have background investigations and security clearance approval by INS prior to starting work in the facility. Detailed requirements are in paragraph D. below. There is no restriction on the gender of employees. Contractor employees, especially supervisory employees, should have confinement facility operations experience.
- (b) **Staffing**
The Contractor shall continuously maintain an adequate staff with suitable management expertise and skills to assure work is scheduled and completed in accordance with these specifications.
- (c) **Detainee Labor**
Detainee labor may be available to the Contractor for services in some areas, such as within detainee housing areas, the kitchen, and laundry. Detainees are prohibited from working in the warehouse area. The total estimated number of detainees available is expected to be about 50; however, actual availability will depend upon how many volunteer and are qualified by INS. INS provides no

assurance that detainees will be available to the Contractor and the Contractor should be prepared to make other arrangements, at Contractor expense, in the event that detainee labor is unavailable. At all times, quality and quantity of service must conform to the specifications of the contract, regardless of the availability of detainee labor.

In the event detainees are available, the Contractor shall pay the volunteers a stipend at the standard rates used in Service Processing Centers (present rate is \$1.00 per day). The detainees shall be paid weekly and upon discharge from the facility. The Contractor shall maintain records of hours worked and provide a written report of detainee labor to the COTR with invoice. Stipends paid by the Contractor to the volunteers shall be reimbursable by INS and shall be paid to the Contractor upon submission of an approved invoice, pursuant to Section G.

INS will provide safety shoes, safety glasses and prison uniforms to the detainee laborers. The Contractor, however, must provide safety and skill training, special tools and clothing items as needed, and must continuously monitor any detainees under their instruction. Such safety and skill training must be documented by the Contractor and made available to the INS upon request and provided to the CO/COTR. The responsibility for training and quality control rests with the Contractor even though detention security officers may provide supervision during detainee work. More detail is provided under each activity discussion. There are certain areas where detainees shall not work. These areas are subject to change upon decision of the Facility Director.

2. Employee Standards

The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary.

- (a) The Contractor's employees shall wear clean, neat and complete uniforms when on duty. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms. Uniforms are required for all Contractor employees at all times when on duty. Functions must be identified by different colored uniform combinations. Samples of the color and selection of uniforms must be coordinated with and approved by the COTR/CO prior to their use.
- (b) If the COTR or the Contractor receives and confirms disqualifying information concerning a Contract employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify

the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

- (1) Conviction of a felony, a crime of violence, or a serious misdemeanor.
- (2) Possessing a record of arrests for continuing offenses.
- (3) Falsification of information entered on suitability forms.

The Contractor shall immediately notify the COTR of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

3. Standards of employee conduct: The Contractor shall develop standards of employee conduct and specific disciplinary actions which are consistent with the Federal Standards of Conduct, 5 CFR PART 2635. The Contractor shall hold his employees accountable for their conduct based on these standards, which are not restricted to, but must include:

- (a) Contractor staff shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
- (b) No Contractor employee may deal with any detainee except in a relationship that supports the approved goals of the facility. Specifically, staff members must never accept any personal (tangible or intangible) gift, favor or service, from any detainee or from any detainee's family or close associate no matter how trivial the gift or service may seem, for themselves or any members of their family. All staff members are required to report to the immediate supervisor any violation or attempted violation of these restrictions. In addition, no staff member shall give any gift, favors, or service to detainees, their family, or close associates. The Contractor will immediately report any violations to COTR or his designee.
- (c) No Contractor employee shall enter into any business relationship with detainees or their families (e.g., selling, buying or trading personal property).
- (d) No Contractor employee shall have any outside or social contact (other than incidental contact) with any detainees, their family, or close associates.
- (e) The Contractor shall report all violations or attempted violations of the standards of conduct (referred to in this section) or any criminal activity to his/her COTR or his/her designee. Violations may result in employee dismissal by the Contractor or at the discretion of INS. Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action up to and including

termination of the contract for default.

- (f) The Contractor shall provide all employees with a copy of the Standards of Conduct. All employees must certify in writing that they have read and understood these rules. A record of this certificate must be provided to the COTR prior to the employees beginning work under this contract.

D. Security Requirements

1. The INS shall have and exercise full and complete control over granting, denying, withholding or terminating unescorted government facility access for contract employees, based upon results of a background investigation. INS may, as it deems appropriate, authorize and grant temporary access to commence work to employees of the Contractor. The granting of a favorable Entry On Duty (EOD) to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof. The granting of either a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude or bar the withdrawal or termination of any such access by INS, any time during the term of the contract. No employee of the Contractor shall be allowed access to the facility without a favorable EOD decision or suitability determination by the INS Security Office.

2. All background investigations shall be processed through the INS Security Office. All prospective Contractor employees (to include applicants, temporaries, part-time and replacement employees) shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Prospective Contractor employees shall submit the following completed forms to the INS Security Office VIA the COTR. All new employees whether a replacement or an addition must submit the completed personnel forms no less than sixty (60) days prior to the scheduled Entry on Duty (EOD) date. Approval of scheduled EOD dates for contract employees are subject to approval by the INS Security Office.

- (a) Standard Form 85P - Questionnaire for Public Trust Positions.
- (b) Two Forms FD-258 - fingerprint cards.
- (c) Foreign Born Relatives Form.
- (d) DOJ-555 - Disclosure and Authorization Pertaining to Consumer Reporting Act.
- (e) Form G-736 - "Pre-Employment Suitability Check" (2 years employment verification).

3. The Contractor (using form G-736) shall document that previous employers of all new contract employees have been interviewed to ascertain the following information:

- (a) Verification of employment history (dates, salary, job titles and duties for the most recent 2 years).
- (b) Reason for leaving employment.
- (c) Would employer re-hire the applicant?
- (d) Name of person contacted.
- (e) Name of employee doing the interview on behalf of the Contractor.

Any additional information regarding a Contractor employee's prior employment history shall be made available to the COTR.

4. The Contractor shall notify the INS immediately of any individual withdrawn from the application process. Failure of the Contractor to notify the INS of a change in status of an individual applying for employment under this contract shall result in a monetary deduction in accordance with Section F.
5. The Contractor shall appoint a senior official to act as the security liaison employee. This individual shall interface with the Contracting Officer on all security matters, to include physical, personnel, and protection of all information and data accessed by the Contractor. This shall be performed as a collateral duty by a contract supervisor. These duties shall be performed on site.
6. Prior to the granting of a favorable EOD decision, the Contractor must submit the results of a drug screening on the applicant to the COTR. Drug testing of an applicant shall commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The INS reserves the right to expand the list above to include additional drug/drug classes.) Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures. With regard to the specimen, Contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.
7. Drug screening for cause may be required by INS at any time. If the Contractor has a random drug screening program, the results of the screening shall be provided to the INS immediately. Drug screening shall be ordered and accomplished at Contractor expense.
8. If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR shall advise the Contractor that the employee shall

not continue to work, or be assigned to work under the contract or any other INS contract.

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

10. The Contractor shall report any adverse information coming to their attention concerning contract employees under the contract to INS' Security Office. Reports based on innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

11. The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR or the Security Office determine that the Contractor is not complying with the security requirements of this contract, the Contractor shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

12. Subject to existing laws, regulations and other provisions of this contract, the Contractor, or any subcontractor(s) shall not employ illegal or undocumented aliens, to work on, under, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

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

14. In the interest of limiting access to potentially sensitive information and Information Technology (IT) Systems, INS will consider only U.S. Citizens and Lawful Permanent Residents (LPR) for employment on this contract. INS will not approve LPRs for employment on this contract in any position requiring the LPR to access or assist in the development, operation, management or maintenance of Department of Justice (DOJ) IT systems, unless a waiver has been granted by the DOJ Chief Information Officer.

15. Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory

background investigation. In such cases, INS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

16. The Contractor shall provide the COTR with a monthly employee listing of current employees working on the contract.

E. Management and Key Personnel

1. Management Plan

Each functional area requires a written management plan to be submitted to INS. In the plan a summary of the management concepts to be used shall be provided. Within 15 days after award the Contractor will provide a draft management plan for review and approval by INS. Within 90 days of actual start of work the Contractor shall provide final management plans and SOP.

2. Key Personnel and Staffing

The Contractor shall identify key personnel in the management plan. The plan shall include resumes for these key Contractor personnel who are subject to INS approval. The resumes should show why they are qualified to plan, organize, train and direct employees in those functions. The Contractor shall also provide a detailed staffing plan with the management plan that includes an organizational chart outlining the functions to be performed by each individual and a description of their functions.

3. Contractor Orientation

An orientation for Contractor employees, provided by INS, is required before commencing work in the facility; continuing refresher training is required thereafter of 40 hours annually. After contract award and notice to proceed but before operations commence INS will provide two full weeks of orientation at or near the site to all new Contractor employees. Cost of this training is paid by INS; however, labor and travel costs are paid by the Contractor.

4. Detainee Training

Training of detainee workers when available in the various job tasks will be a continuing process due to the high turnover rate. The average detainee residence is approximately three months. The Contractor must ensure that each detainee worker used by the Contractor is trained in safety as well as the technical requirements of the work to be performed, and that this training is documented. Plans for possible detainee utilization and training will be included in the management plan.

5. Contractor Response and Communications

The Contractor must maintain good internal communications with members of the INS staff at Batavia. The management plans must provide an indication as to the required

responsiveness and the means to be used to provide it. As a minimum all key personnel must carry pagers and must be reasonably accessible 24 hours per day for emergency situations. A 15-minute call-back by phone to emergency requests is required, with response within 45 minutes, as a minimum.

6. Employee Convenience Facilities

The BFDF is well equipped with facilities for the use of employees such as, locker rooms, training and meeting rooms, office space, and break areas.

7. Compliance with State and Federal Regulations

The Contractor is required to be cognizant of and to fully comply with all State of New York and Federal policies and regulations, including OSHA. The Contractor is financially responsible for any environmental restoration or liability resulting from his/her actions.

F. Quality Control/Quality Assurance

The Contractor shall have a formal Quality Control Program that shall be documented in a written plan. The Government will conduct a formal Quality Assurance program to verify and validate the performance of the Contractor's plan.

1. Contractor Quality Control

The Contractor shall establish and maintain a Quality Control Program to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval within 15 calendar days after award of the contract. If the Contractor proposes changes in the QCP after approval, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the CO. The CO may modify the contract to include these changes.

2. Weekly Inspections

The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. A copy of the weekly inspection report shall be provided to the COTR/CO. Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any noted items that are not found to be corrected within two weeks, or any conditions beyond the responsibility of the Contractor, shall be brought to the attention of the COTR/CO for disposition.

3. Government Quality Assurance

The Government will maintain a Quality Assurance (QA) program and will conduct routine Quality Assurance inspections to formally evaluate the performance of the

Contractor. Performance will be measured against the criteria for each work activity using the Quality Assurance Surveillance Plan (QASP) and Performance Requirements Summary, Attachments 4 and 5 in Section J.

4. Scoring

Individual performance scoring factors are established for each Subsection. In all cases the maximum score achievable for each area is 100. Each of the areas has been assigned a weighted value by the Government based upon the importance of safe and secure operation of the facility and detainee morale.

SUBSECTION 1 DEFINITIONS

This Subsection provides definitions that are common to more than one functional area.

A. Work Hours, Frequencies and Time

1. Regular Working Hours

The Government's regular (normal) working hours are from 8:00 AM to 5:00 PM, Mondays through Fridays except (a) Federal Holidays and (b) other days specifically designated by the Contracting Officer.

2. Frequency of Service

Unless otherwise noted, services designated with the following frequencies shall be performed at intervals specified:

- (a) Annual (A) - Services performed once during each 12-month period of the contract.
- (b) Semi-Annual (SA) - Services performed twice during each 12 month period of the contract at intervals of 160 to 200 calendar days.
- (c) Quarterly (Q) - Services performed 4 times during each 12 month period of the contract at intervals of 80 to 100 calendar days.
- (d) Monthly (M)- Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.
- (e) Semi-Monthly (SM)- Services performed 24 times during each 12 month period of the contract at intervals of 14 to 16 calendar days.
- (f) Weekly (W)- Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.
- (g) Twice weekly (2W)- Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.
- (h) Three times weekly (3W) - Services performed three times a week, such as Monday, Wednesday and Friday.
- (i) Daily (D5) - Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.

(j) Daily (D7) - Services performed once each calendar day, seven days per week, including weekends and holidays.

B. Definitions

As used throughout this contract, the following terms shall have the meaning set forth below.

1. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification and the drawings accompanying this specification unless stated otherwise.
2. Where "as directed", "as required", "as permitted", "approval", "acceptance", or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise.
3. Bare/Direct Cost: Materials, supplies or equipment rental cost substantiated by suppliers' bill with company stamps or signature. Bare/direct cost is a cost to the Contractor to obtain material and equipment at a Contractor's place of business. Any additional costs including, but not limited to all charges for ordering, handling, stockpiling, delivery, transportation to the job site, overhead, and profit shall not be included. Such additional cost must be covered by the fixed cost bid.
4. Bin Materials and Supplies (Expendable Supplies): The minor materials and supplies, including those that are incidental to the job. Examples of bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, sweeper, dusting cloth, cleaning detergent, disinfectant, dust collector, chemical treated duster, glue, epoxy, shackling compound, joint tape, gases for welding, refrigeration fittings, plumbers tape and compound, clips, welding rods, heat sinks, cover plates for electrical outlets and switches, plumbing fittings, touch up paint, clothing, shoes, hard hats, gloves, personal safety equipment, and any other such items. Generally, those minor and incidental materials and supplies with a bare/direct cost of \$5.00 or less each shall be included in the labor hour unit prices and in the overall fixed price amounts.
5. "Clean" shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris, and other residue.

6. Composite Hourly Rate (CHR): The Composite Hourly Rate is the labor hour unit price offered by the Contractor to provide one hour of work-in-place (no travel time included) for each specific trade. This is the rate that will be shown in the unscheduled work pricing portion of Section B. The unit price shall include all direct and indirect costs associated with performing one hour of work. The unit price shall include the following: a) the Contractor's hourly craft wage, adjusted to allow for the offeror's work force productivity (i.e., the Contractor's estimate of how its work force will perform in relation to the applicable standard), and all costs for travel; b) bin materials and supplies, profit, tools and equipment except as otherwise specified herein; c) material cost for temporary work and job site protection work; d) field and home office overhead; clerical support; preparation of estimates and submittal; environmental protection; weather protection; storm protection; supervision; e) safety gear and equipment; f) inspection and quality control; g) fees; taxes; licenses; permits; insurance; and other overhead costs.
7. Contract Discrepancy Report (CDR): A report, sent by the COTR/CO to the Contractor that the Contractor is required to complete when performance is unsatisfactory. The CDR requires the Contractor to explain in writing to the COTR/CO, within 5 calendar days, why performance is unsatisfactory, how performance shall be returned to satisfactory levels, and how recurrence of the problem shall be prevented in the future.
8. Contracting Officer (CO). The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
9. Contracting Officer's Technical Representative (COTR): The INS employee(s) designated and authorized by the Contracting Officer to monitor all technical aspects of the contract, certify invoices for payment, and assist in administering the contract.
10. Contractor. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.
11. Contractor Representative (Project Manager). A person(s) designated by the Contractor to be his/her authorized representative for work called for by this contract. One such person shall serve as the INS principal point of contact.
12. "Disinfect" shall be defined as cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.

13. Facility. An establishment, structure, or assembly of units of equipment designated for a specific function.
14. Fixed Burden Rate (FBR). The Fixed Burden Rate is the additional cost, expressed in percentage of direct material price or direct equipment rental price, including, but not limited to all charges for ordering, handling, stockpiling, transportation to the job site, overhead, and profit.
15. Heavy Equipment. For the purpose of this contract, heavy equipment is defined as the various sizes and types of equipment and tools which the Contractor cannot normally be expected to provide in the execution of this contract.
16. Major Repair. A major repair is defined as any incident of repair or replacement with a total estimated cost exceeding \$2,000.00. Major repairs may be accomplished by separate contract at the sole discretion of the COTR/CO.
17. Quality Assurance (QA). A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
18. Quality Control (QC). A method used by the Contractor to control the quality of goods and services produced.
19. Relamping. A procedure by which the Contractor periodically inspects each building included in this contract in order to systematically replace burned out and/or blinking fluorescent tubes and incandescent bulbs.
20. Repair. Repair is the restoration of a piece of equipment, a system, or a facility to such condition that it may be effectively utilized for its designated purposes. Repair may be overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance, or replacement of the entire unit or system if beyond economical repair.
21. Response Time. Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the work required. Response times are designated in the appropriate subsection technical clauses in Section C.
22. Space. A space is an area to receive custodial services that may or may not be considered a room by common definition. Examples of spaces are definable sections of hallways, stairwells, lobbies, offices, entrances, and elevators.

23. **Waste Containers.** Waste containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, ashtrays, or any container holding trash, paper, or refuse of any type.

SUBSECTION 2
FOOD SERVICE

A. General Requirements

The Contractor agrees to provide quality, nutritious, timely and cost-effective food services for the Buffalo Federal Detention Facility (BFDF), to aliens of varying cultural, ethnic and national backgrounds, many having criminal backgrounds and a history of incarceration, and to U.S. citizens who have been detained pending trial by the U.S. Marshals Service.

All food service operations shall conform to DOJ - FBOP Food Service Draft Manual 4000.04, located within the Bureau of Prisons Acquisition Policy website at <http://www.bop.gov/>, and the provisions of this subsection.

B. Specific Requirements

Contractor shall furnish and provide all necessary labor, supplies and equipment to comply with the specifications delineated in this contract with the exception of the equipment listed under Paragraph M, Government Furnished Equipment. Contractor shall provide total and complete service upon issuance of a task order, and continuing throughout the life of the contract.

The Contractor shall provide on-site food preparation, assembly and serving services for three (3) freshly prepared meals (including beverages) daily, of which the evening meal and at least one other meal will be hot. Food serving shall be provided seven (7) days a week. Provision shall also be made to permit meal service to detainees not present during normal scheduled meal times, upon advance notice of INS.

The detainee population will be culturally diverse. Generally 1/3 of the detainees are expected to be U.S. citizens who are awaiting trial and the balance will be from various foreign countries. Over time the population mix as to country of origin may shift. The Contractor must endeavor to provide nutritious meals that are acceptable to the general population. At the option of the Contractor more than one entree may be offered at any meal; if this approach is proposed, the Food Service management plan must identify the method of determining the number of each type of meal to serve and how it will be served.

Detainees may be used for preparing meals, serving, and clean up, however, they should not be relied upon. The usage, training and management of detainees will be provided as part of the Food Service Management Plan.

C. Schedules and Timing

Contractor shall deliver all meals within the following time schedules:

Morning	between 6:30 AM - 7:00 AM
Mid-Day	between 11:30 AM - 12:00 PM
Evening	between 5:00 PM - 5:30 PM

No more than 14 hours shall elapse between the evening and breakfast meals. A minimum of at least 3 hours must elapse between the service of any two meals. No two meals shall be served at any one time.

Contractor shall provide special meals to meet medical, vegetarian, religious, or cultural dietary requirements as directed by the COTR or designated INS officer within 4 hours of receipt of request for a special meal. Contractor shall have special meals pre-approved by a dietitian to facilitate the special meals requests. Contractor shall resolve all questions regarding special diet orders with the COTR prior to preparation and delivery.

Each day prior to noon the Government will notify the Contractor of the actual number of meals required for the next day. This will include detainee special meals. Contractor must be able to adjust the number of meals, (except for special occasion meals), up or down by 5% with three hours notice before feeding time is scheduled.

Contractor shall assure appropriate storage and timely service of all meals in containers, carts and receptacles that will assure compliance with temperature requirements as well as all applicable health and sanitation standards.

D. Cycle Menu System

Contractor shall develop, implement and adhere to 35-day cycle menu for regular, vegetarian and medical (diabetic, low cholesterol, low sodium, etc.) diets. Contractor is directed to Chapter 4, Menu Planning, of the Bureau of Prisons Food Services Policy and Procedure Manual as a guide in defining a cycle menu. Contractor shall provide a copy of the 35-day cycle menu, certified by a Registered Dietitian, to the Contracting Officer for review and approval two weeks prior to beginning food service. Recertification shall be accomplished at least annually and whenever changes are proposed. Contractor shall also assure that all special dietary meals requested by a physician are certified by a Registered Dietitian.

The 35-day cycle menus shall include clearly stated portion sizes for all food items listed. Substitutions are not permitted without certification by a Registered Dietician. One time (i.e., emergency or lack of deliveries) substitutions may be made only after notifying the INS Supervisor on duty. The Contractor may propose changes to the 35-day cycle menu to the Contracting Officer. However proposed changes shall not be implemented without the approval of the Contracting Officer.

Menus shall incorporate the four basic food groups (e.g., milk/milk products; other proteins (meat, poultry, fish, eggs), breads and cereals, and vegetables and fruits). Pork shall not be served or products containing pork.

Contractor shall prepare a special holiday menu for the evening meal in observance of the Easter

season and Christmas season. Said menu shall incorporate regional dishes traditional to the approved holiday.

Contractor shall utilize the Bureau of Prisons Food Service Manual in assuring compliance with quantity and nutritional specifications of the contract.

E. Food Preparation

Contractor shall assure that all kitchen personnel have the necessary skills and training to comply with menu preparation, packaging, and serving requirements.

Contractor shall prepare all food in the on-site kitchen facility in accordance with accepted, safe, and sanitary food preparation practices as well as the specific requirements of the menu (i.e., regular, vegetarian, low salt, low cholesterol, bland, etc.).

No food substance shall be used in food preparation that has an expired shelf life or has been improperly stored.

F. In preparing food properly, the Contractor shall adhere to at least the following and other appropriate guidelines:

1. Prepare food with minimal manual contact, suitable utensils, and on surfaces that have been cleaned, rinsed and sanitized to prevent cross-contamination.
2. Thoroughly wash raw fruits and vegetables with clean water before cooking or serving.
3. The Contractor shall not use pork or products containing pork in meeting the requirements of this contract.
4. Cook foods that are potentially hazardous to an internal temperature of at least 140 degrees Fahrenheit (F). Poultry products should be cooked to at least 165 degrees F.
5. Reconstituted dry milk and dry milk products may be used in instant desserts and whipped products or for cooking and baking purposes only. They may not be served as beverages or in beverages.
6. Liquid, frozen or dry egg products may be used primarily for cooked or baked products.
7. Reconstituted nondairy creaming, whitening or whipping agents must be stored in sanitized, covered containers, and cooled to 41 degrees F. or lower within four hours after preparation.

8. All individual containers of milk, juice and punch shall be served within the labeled expiration date.

9. Heat or reheat potentially hazardous foods rapidly to 165 degrees F. or higher before being served. Steam tables, warmers and similar hot food holding equipment are not to be used for reheating potentially hazardous foods.

10. Contractor shall use thermometers to ensure the attainment and maintenance of proper internal cooking, holding or refrigeration temperatures of all potentially hazardous foods.

11. Separate cutting boards shall be used for meat, poultry, fish and raw fruits and vegetables. Cooked foods should not be cut on the same boards as raw products.

G. Food Serving and Cleanup

Contractor shall assemble prepared foods into individual trays and deliver them to living pods in serving carts designed for this purpose. The food trays shall be provided by the Contractor. Contractor shall supply reusable drinking cups for beverages with each meal service and be responsible for the replacement of sporks due to wear and tear. Each living pod has a serving area with electric plugs. After each meal all carts, trays and other equipment shall be returned to the kitchen area and thoroughly cleaned before storing it for the next meal. Any modifications required to the drying racks that are supplied by INS are the responsibility of the Contractor.

In preparing, assembling, displaying and serving food, Contractor shall adhere to at least the following standards, as well as other appropriate guidelines:

1. Contractor shall inspect the meal assembly area in the kitchen area to ensure that all menu items are present and have been taste tested by the COTR/CO or, at his discretion, by a designated representative. Foods shall be properly arranged for service and attractively displayed. Hot foods shall be 140 degrees F. and cold foods shall be below 41 degrees F. at the time of serving. Potentially hazardous foods that have been cooked shall be reheated to 165 degrees F. before being served. Appropriate serving utensils shall be available prior to service and used in accordance with menu specifications.

2. Suitable dispensing utensils shall be utilized by the Contractor to minimize manual contact with food, including the use of food handlers' gloves.

3. Enough hot-holding or cold-holding equipment shall be available to maintain the required temperature of potentially hazardous foods.

4. Ice shall be dispensed only by scoops, tongs or other ice dispensing utensils or through automatic, self-service ice dispensing equipment. (Note: Ice dispensing equipment is installed in the food service area in each living pod.) Between uses, ice transfer utensils or receptacles must be stored in a way that protects them from contamination.

5. The Contractor shall determine the proper microwave settings and heating time for all menu items requiring heating prior to serving.

6. Contractor shall assemble individual meal items on the menu on individual trays.

H. Condiments

Contractor shall provide all necessary and appropriate condiments (salt, pepper, sugar, sugar substitute, mustard, mayonnaise, ketchup, salad dressing, etc.) in individually sealed, ready to use serving containers or packets. All containers or packets shall be served within labeled expiration dates.

I. Meal Presentation

Contractor shall assure that all meals are palatable with respect to taste, temperature, texture and smell prior to serving. Meals shall be visually appealing with respect to color balance and presentation as well as in conformance with quantity specifications.

J. Box Lunches

Contractor shall provide box lunches as directed by the Supervisory Detention/Deportation Officer for transferring detainees and late arrivals. Box lunches shall consist of:

1 Each Non-Pork Meat (2 oz. Beef/Chicken/Turkey) Sandwich

or

1 Each Peanut Butter Sandwich on White or Whole Wheat Bread

and

1 Set Condiments (Mustard/Mayonnaise, Salt, Pepper)

1 oz Bag Chips (Corn or Potato)

1 Medium Fresh Fruit (Apple/Orange/Banana/etc.)

1 Carton Milk/Juice/Punch (8 oz)

1 Each Napkin/Moist Towelette

1 Serving Vegetable Sticks (Celery or Carrot)

1 Desert Item (Cookies, Doughnuts, Fruit or Granola Bars)

Box lunch sandwiches shall be individually bagged to protect against deterioration as well as to promote sanitation. Meat shall be sliced the day of preparation.

Box lunches shall be packaged in individual disposable, snack boxes and stored in refrigerators

or cold, thermo-transport containers until served to detainees. Leftover food from prior meals shall not be used to prepare box lunches.

K. Sanitation and Health

The Contractor shall comply with all contract specifications as well as with all applicable local, state and Federal health and sanitation department requirements with respect to food selection, storage, preparation and delivery throughout the contract period.

The Contractor shall assure that kitchen personnel comply with all applicable local and state food handler requirements.

Regular inspections shall be conducted by INS officials of facilities used by the Contractor, including storage and break areas, as part of the Quality Assurance program. Such inspections may either be scheduled or unannounced. The Contractor shall provide sample meals and/or box lunches upon request for review by the COTR/CO in order to assure Contractor compliance with the terms of the contract. Such requests may be random and unannounced.

L. Emergency Food Services Plan

Contractor shall develop and implement an Emergency Food Service Plan acceptable to INS that assures continuity of food services in the event of either natural or manmade disasters or other conditions affecting either preparation or delivery of meals. The Emergency Food Service Plan shall address specific mechanisms for the provision of at least three days of emergency food services, of which one day's supply of meals must be stored on-site.

The Emergency Food Service Plan shall be provided to the Contracting Officer for review and approval within ten days after the beginning of the contract period.

M. Government Furnished Equipment

The Government will provide without cost to the Contractor a complete kitchen and food storage and processing facility, including providing utilities. See Attachment I to this Subsection for a listing. The Government will furnish food-serving carts and any modifications required to the food-serving carts to accommodate the food trays are the responsibility of the Contractor.

N. Contractor Furnished Materials and Equipment

Contractor shall furnish all disposable items and utensils as well as all food preparation utensils and equipment not furnished by the Government. All Contractor furnished equipment must comply with standards for confinement facility use and must be pre-approved by the COTR/CO before introducing it into the facility. The Contractor shall provide all foodstuff required by the Food Service Program. Any modifications required to the Government supplied drying racks are the responsibility of the Contractor. The Contractor shall provide appropriate detention grade locks for all food service equipment with access by the detainees. The Contractor shall provide the required number of carts for the temporary storage of hot food items between the time of

finished cooking and food tray assembly. Contractor shall provide the reusable sporks and cups for each meal service. The Contractor shall provide the appropriate curtains for the freezers.

O. Operation Maintenance and Repair of GFE

Contractor shall operate, maintain and repair all Government Furnished Equipment, in accordance with the manufacturer's operation and maintenance instructions. Equipment or facility damage resulting from improper operation, maintenance, or repair procedures shall be corrected at no additional expense to the Government. Equipment worn out through normal operation will be replaced by the Government

P. Detainee Training and Safety

The Contractor must provide training for new detainees in the skills needed, and all safety aspects of the work required, including cleanliness and health protection procedures. It is possible that some detainees may have existing skills in cooking or food service operations, however, the Contractor must plan as if each detainee laborer has no experience. The Government will try to provide the same detainees each day on a regular basis to reduce the demands for new training, however, no guarantee is provided in this regard. Contractor should plan training based on an average stay at Batavia of ninety days per detainee.

ATTACHMENT 1 TO SUBSECTION 2
 Food Service - Government Furnished Equipment
 Page 1 of 2

DESCRIPTION	QTY.
Walk-in Freezer	1
Walk-in Refrigerator	4
Walk-in Thaw Refrigerator	1
Refrigerator System rack	1
Mobile Shelving	42
Roll in rack	31
Food Cutter	1
Worktable with sink	5
Wall Shelf	4
Worktable	19
Slicer	2
Sink	3
Mixer	1
Mobile Utility table	1
Knife Cabinet	1
Corner Guards	12
Bench Scales	2
Trench drains	15
Tilt Braising Pan	2
Potato peeler	1
Griddle with Stand	2
S/S Beverage Counter w/sink	1
Tray Make up Conveyor	1
3 well hot food table, mobile	3
Iced cold food table, mobile	3
Hot/Cold tray delivery carts	8
Microwave	1
Hose Reel	2
Ice Maker	1
Ice Bin	1
Drying racks	6
Warewasher & booster heater, stm.	1
Soiled Dish table	1
Floor/Mop Sink	2
Clean Pot rack, Mobile	1
Pot Sink	1
Power soaking unit	1

ATTACHMENT 1 TO SUBSECTION 2
Food Service - Government Furnished Equipment
Page 2 of 2

Hose station	1
Waste disposer	1
Counter/desk	4
Officer chairs	2
Dry storage shelving	14
Exhaust Hood	1
Mixer - 76 liter	1
Blast chiller	2
Ceiling Pot Rack	3
Double Steamer	1
Kettle - 227.liter	2
Convection Oven	4
Exhaust Hood	1
Fire Extinguishing system	1
Coffee Urn Stand	1
Coffee Urn	1
Dunnage rack	20

ITEMS INSTALLED IN LIVING PODS:

Pulldown Security Gate	5
Beverage Counter with sink	9
Ice Maker/Dispenser	9

SUBSECTION 3
MANAGEMENT OF DETAINEE FUNDS AND COMMISSARY SERVICES

A. General Requirements

The Contractor shall be responsible for managing all detainee accounts by utilizing generally accepted accounting principles. The INS will be responsible for receiving the cash and valuables from the detainee upon arrival. INS will place any cash valuables and appropriate receipt in a safe located in the processing area. The Contractor is responsible for setting up the individual detainee account, and detainee phone account if requested, and making the required deposits/withdrawals with an approved banking institution. The actual account will be opened by INS and the Contractor will be authorized to make deposits/withdrawals. The account will be non-interest bearing.

The Contractor will establish and operate a commissary system to provide personal demand (morale and comfort) items to detainees at competitive prices comparable with similar items at convenience stores on the local economy. The items offered by the commissary shall not duplicate one another. All products must meet or exceed existing grades and quality of commissary products provided in confinement facilities

The commissary operation identified in this contract is expected to generate profits, a portion of which should be returned to the Government.

Operation of the commissary must be a non-cash system. The non-cash system must interface electronically with detainee fund accounts. The management plan shall identify the plan to provide this support and a list of personal demand items to be offered. All items offered for sale in the commissary shall be provided by the Contractor.

B. Specific Requirements

1. The Contractor shall operate the management of detainee accounts and the commissary program using experienced and professionally trained personnel and in a cost-effective manner with full reporting to INS. The Contractor shall have a written detainee accounts management and commissary operation and management plan with clearly stated objectives, policies and procedures. The Contractor shall also provide an evaluation of compliance to the Government annually. Detainee account management and the commissary programs shall maintain standards established by INS, as well as ACA and State standards.

The Contractor shall utilize the Telequip Phone System software to operate the detainees' phone accounts. The phone accounts must be kept separate from the normal detainee account. The Contractor shall process any request for depositing of additional funds into the detainee's account. Upon notification of a detainee departure the Contractor shall

reconcile any remaining balance in the detainee accounts and return the remaining balance to the detainee. The Contractor shall be fully responsible for the payment to PCS (Public Communications Services) for all calls made via the detainee phone accounts.

2. Timing

The detainee funds must be deposited on a daily basis and all accounts updated daily as required by transactions. Delivery of commissary items shall be not less than one time per week, nor more than two times per week. The Facility Director may establish maximum dollar amounts or other controls on the amount of commissary items permitted to be held by any detainee at any time.

3. Operational Requirements

Contractor will describe the ordering, financial and control procedures to be used. The Contractor assumes full responsibility for and shall indemnify the Government against any and all loss or damage of whatsoever kind to any and all property including currency, checks, and securities in the Contractor's care for services to be performed under this contract, resulting in whole or in part from the negligent acts or omission of the Contractor, or any employee, agent or representative of the Contractor or subcontractors.

4. Plan Requirements

The plan must clearly define:

- Procedures for delivery of commissary items to the inmates;
- Procedures for management of detainee accounts (phone and normal accounts if requested);
- Quality and inventory control methods and standards;
- Procedures for providing safe, sanitary, and secure commissary service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates;
- Procedures for dealing with inmate complaints about products and services, including methods for addressing potential inmate litigation;
- Commissary menu items that will be offered, including pricing;
- Any additional equipment necessary for efficient commissary service operation, including hardware or software requirements;
- Procedures for billing and inventory of commissary supplies;
- Operational procedures for handling commissary service should on-site facilities be rendered unusable through fire, etc.;
- Procedures for account reconciliation upon detainee departure.

5. Delivery to Detainees

The Contractor shall be responsible for the delivery of commissary orders to the individual detainees. Detainee labor will not be available for this function.

6. Financial Arrangements

The Contractor shall propose a monthly cost for the management of the detainee funds, management of the detainee phone accounts, and operation of the commissary requirements. A separate negotiated percentage of the gross income from the commissary function shall be provided monthly by credit to the INS.

The Contractor shall provide a statement each month to accompany the invoice for commissary to INS. The statement shall show the total number of items and value of items sold via the commissary. As a minimum, this statement shall show the actual gross income for the commissary and the resulting credit amount. Upon request, the Contractor shall provide detailed reports showing all of certain items, who purchased them and when, and/or detailed reports of all purchase activity for any individual detainee.

7. Access and Commissary Records

The Contractor shall keep full and accurate records of all phone charges, sales and order records in connection with the commissary services, and detainee account transactions. A copy of said records shall be supplied to the CO/COTR or designee on a monthly basis within five work days of the subsequent month. In addition, all such records shall be available for auditing by the INS at any time during regular working hours.

C. Equipment, Materials, Furnishings

1. Government Furnished Equipment

The Government will furnish INS personnel for escort to the banking institution for deposits and withdrawals from the detainee accounts. In addition, the government will provide a dedicated analog line for use by the Contractor for a personal computer. The Government will also provide a safe for the temporary storage of cash valuables for use by the Contractor. The Government will provide the Telequip Phone System software for management by the Contractor.

2. The Government will provide:

- Accurate and timely orders for the commissary program
- Adequate ingress and egress to all commissary services areas
- Adequate heat, lights, ventilation, and all other utilities. INS will provide local intercom and business telephone service to the Contractor at no charge. The telephone shall be used only for local service and business related calls. Should the Contractor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone, not connected to INS' system, shall be installed at the Contractor's expense.
- A delivery schedule that works in the best interest of the INS facility operation.

3. Return of Government Equipment

The Contractor shall return to the INS, at the expiration of this contract, the commissary area and all equipment furnished by INS in the condition in which received. Exceptions will be made for ordinary wear and tear, and to the extent that said premises and equipment may have been lost or damaged by fire, flood or unavoidable occurrence, and also to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees, provided that all damages and losses are reported to INS for all items covered by this paragraph. INS will pay for needed repairs caused by normal wear and tear. Equipment which in the opinion of INS has exceeded its useful life will be replaced by INS after consultation with the Contractor.

4. Contractor Furnished Materials and Equipment

All supplies and equipment not furnished by the Government shall be provided by the Contractor.

D. Training, Safety and Health

Contractor shall provide training for any detainees provided in the skills needed, and all safety aspects of the work required, including cleanliness and health protection procedures. It is possible that some detainees may have existing skills in commissary operations, however, the Contractor must plan as if each detainee laborer has no experience. The Government will try to provide the same detainees each day on a regular basis to reduce the demands for new training, however, no guarantee is provided in this regard. Contractor should plan training based on an average stay at Batavia of three months per detainee.

SUBSECTION 4 CUSTODIAL SERVICES

A. General

Custodial services shall be provided for the entire facility, including the exterior areas. Detainee labor may be used in areas of the facility, including exterior, where detainees are permitted access, but again, should not be relied upon. Detainees shall not be permitted outside the secure area. Detainees shall be responsible for their individual cell areas. Detainee labor will be used for custodial work in the living areas under the supervision of the Detention Officers. The Contractor shall provide all training and material for the cleaning of detainees' area. This includes the training of the Correctional Officers in supervising the work of the detainees and the detainees performing the work in the detention area. Detainees shall not work in the public administrative areas (generally building #1) which is approximately 30,000 square feet of finished space, the control room, the medical facility, the maintenance shops or mechanical rooms. The Contractor must provide custodial services in the prohibited areas. The levels of custodial services are those expected in a class A office complex with many public visitors. The Contractor shall provide all supplies throughout the facility, including consumables such as toilet paper and hand towels. The Contractor shall provide all labor, supplies, supervision, tools, materials, equipment, and transportation necessary to provide custodial services in accordance with this specification. Custodial service applies to all designated spaces including, but not limited to, halls, restrooms, offices, work areas, entrance ways, lobbies, storage areas, detainee areas, and stairways.

The Contractor shall provide all toilet supplies used in the detainee living areas. The Contractor services shall include: stripping and re-waxing, shampooing carpets and rugs, cleaning light fixtures, high dusting/cleaning, cleaning exterior glass, cleaning interior glass, cleaning blinds, and cleaning curtains and sheers. The Contractor shall mix all cleaning chemicals prior to usage by all detainees. The Contractor shall maintain an accurate inventory of all tools, materials and chemicals expended and report the inventory weekly.

The Contractor may utilize detainee labor in the performance of the custodial services in authorized areas. The Contractor shall be responsible for conducting technical and safety training of the detainee laborers and for the documentation of all such training.

B. Definitions - Technical

1. Clean. "Clean" shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris, and other residue.
2. Disinfect. "Disinfect" shall be defined as cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.

3. Relamping. A procedure by which the Contractor periodically inspects each building included in this contract in order to systematically replace burned out and/or blinking fluorescent tubes and incandescent bulbs.

4. Waste Containers. Waste containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, ashtrays, or any container holding trash, paper, or refuse of any type.

C. Government Furnished Property and Equipment

1. Government Furnished Facilities

The Government will furnish or make available to the Contractor adequate equipment and material storage space for custodial operations. The use of Government furnished property and services for other purposes is prohibited. The Contractor shall be responsible and accountable for such areas accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Custodial services for Government furnished areas shall be provided by the Contractor.

The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the areas. Any such modifications or alterations approved by the Government shall be made at the expense of the Contractor. At the completion of the contract, all areas shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on his/her part, or on the part of his/her employees.

2. Government Furnished Equipment

The Government will provide tools and equipment to the Contractor, or for shared use with the Contractor, as shown in Attachment 1 to this Subsection.

3. Government Furnished Material

The Government will not provide any materials to the Contractor.

4. Availability of Utilities

The Government will furnish the utility services at existing outlets, for use in those facilities provided by the Government and as may be required for the work to be performed under the contract: i.e., electricity, gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the COTR/CO. Utilities specified above will be furnished at no cost to the Contractor.

The Government will provide a restricted telephone line for local calls at no cost to the

Contractor. All long distance and toll charges shall be paid for by the Contractor

D. Contractor Furnished Items

The Contractor shall provide all equipment, materials, supplies, and services to perform the requirements of this contract. Material, equipment, and supplies provided shall meet the requirements specified in Attachment 2 to this Subsection. Items not listed in the attachment or technical specifications shall be of acceptable commercial grade and quality. A Material Safety Data Sheet (MSDS) must be provided to the COTR/CO for each chemical prior to its introduction to the facility.

E. Management

The Contractor shall manage the total work effort associated with the custodial services required herein to assure fully adequate and timely completion of these services. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

1. Work Control

The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and reports on the status of service call and indefinite quantity work items shall be provided when requested by the COTR.

2. Work Schedule

The Contractor's initial work schedule shall indicate the hours of the day that twice weekly or more frequent services will be performed and the day of the week that weekly or less frequent services will be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. When scheduled services performed twice weekly or less frequently fall on a holiday, alternate dates shall be specified.

The initial work schedule shall be submitted to the COTR/CO for approval within 15 days after award. Once approved, all work shall be performed in strict compliance with the work schedule to facilitate the Government's inspection of the work. Changes to the work schedule shall be submitted for the Contracting Officer's approval at least three working days prior to performance. In preparing the work schedule, the Contractor shall comply with the general requirement that all work be performed during the Government's

regular working hours, as specified in Subsection 1. If the Contractor desires to carry on work after regular working hours, or on Saturdays, Sundays, or holidays, prior approval shall be obtained from the Contracting Officer.

3. Interference with Government Business

The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, and customer discomfort.

4. Protection of Government Property

During execution of the work, the Contractor shall take special care to protect Government property including furniture, walls, baseboards and other surfaces from materials not intended. Accidental splashes shall be removed immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

F. Custodial Services Requirements

The Contractor shall provide the custodial services described herein. Custodial services requirements are divided into three groups: basic services, service calls, and project work requirements.

1. Basic Services

Basic services shall be performed at frequencies shown in Attachment 4 to this Subsection, and shall consist of the services listed for the specified spaces. Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position. Performance requirements for these services include the following:

(a) Space Cleaning

Space cleaning shall consist of the following services each time a space is cleaned:

(1) Sweeping/Dust Mopping

Concrete/quarry tile, terrazzo, wood, and resilient flooring shall be swept or dust mopped so as to remove all loose dirt, dust, and debris.

(2) Vacuuming Carpets and Rugs

Carpeted areas and rugs shall be vacuumed free of all loose soil and debris.

(3) Emptying Waste Containers

All waste containers shall be emptied and plastic liners replaced. Any plastic liner with food wastes or that is soiled and/or leaking shall be replaced with a new plastic liner. Waste containers shall be washed semi-monthly inside and outside utilizing a disinfectant and shall be free of odors. After washing, containers shall be wiped dry and new plastic liners installed. All ashtrays and ash receptacles shall be emptied and cleaned free of tobacco residue. Waste that is removed from the waste containers shall be disposed of in the nearest outside trash collection point. Waste that falls on the floor and outside grounds during waste removal shall be picked up and disposed of.

(4) Low Dusting/Cleaning

All furniture, partitions, radiators, equipment, and hand railings in stairways, grills, horizontal ledges, and sills shall be dusted. Walls, doors, and partitions shall be wiped clean (including glass in partitions and doors) to a height of 8' 0" above the floor level. If present, chalk boards, chalk trays, and erasers shall be cleaned. Corridors, lobbies, and entrance walls and doors shall be cleaned. Miscellaneous hardware and bright metal work shall be wiped clean. Drinking fountains shall be cleaned and disinfected. All surfaces of drinking fountains shall be free of stains, smudges, and scale.

(5) Cleaning Walkoff Mats

Each time floors are swept/dust mopped and/or vacuumed walkoff mats that may be in that area shall be cleaned. Soil and moisture underneath mats shall be removed and the floor shall be cleaned along with the rest of the floor. The mats shall be returned to their original locations afterwards. The Contractor shall report all walkoff mats that are worn out to the point of being ineffective.

(b) Floor Care

Floor care shall be performed as shown on the "Schedule of Services", and shall consist of the following services:

(1) Damp Mopping

Prior to damp mopping, floors shall be swept/dust mopped. Floors shall be damp mopped with an approved cleaning solution to remove dirt, streaks, smears, and stains.

(2) Spray Cleaning and Buffing

Prior to spray cleaning and buffing, floors shall be damp mopped as

specified above. Floors shall be spray cleaned and buffed to remove traffic marks, heavy soil, etc. The material used for spray cleaning and buffing shall contain a blend of detergents and polymers to emulsify surface soil and repair traffic areas. If loose residue is produced by buffing, it shall be removed in a manner that will leave the floor clean without destroying the high gloss produced by buffing. When completed, a spray-cleaned and buffed floor shall have a uniform, highgloss finish, free of scuff and heel marks. The floor finish shall be uniform from wall to wall, including corners.

(3) Waxing and Buffing

In the event that spray cleaning and buffing is not sufficient to maintain a uniform high gloss finish, floors shall be completely waxed and buffed. The Contractor shall use a liquid wax system containing not less than 18% solids. The floors shall be damp mopped as specified above immediately prior to application of wax. Floors shall be buffed, if required, to a uniform gloss finish free from dirt, traffic marks, and stains.

(c) Restroom Services

Restroom services shall consist of the following each time services are performed:

(1) Cleaning Restrooms

Restroom fixtures, including water closets, urinals, lavatories, and sinks shall be washed inside and outside utilizing a disinfectant, and shall be free of stains and odors. Pumice sticks and an approved toilet bowl cleaner shall be used to remove stains from urinals and water closets. Brushes, sponges, and cloths that have been used to clean any other part of the restroom (including water closets, urinals, walls, floors, and partitions) shall not be used to clean lavatories or sinks. Floors shall be swept/dust mopped free of dirt and mopped with a disinfectant. Floor drains shall be cleaned and flushed with a disinfectant. Wainscoting, partitions, walls, and doors shall be cleaned free of dirt, stains, and graffiti. Mirrors shall be cleaned and polished. All metal fixtures and hardware shall be cleaned. Waste containers shall be emptied, disinfected, and plastic liners replaced. If present, shower stall rooms and locker/dressing rooms shall be considered part of the restrooms, and cleaned accordingly.

(2) Servicing Restrooms

Servicing restrooms shall include inspecting, replenishing, and cleaning supply dispensers. Restroom supplies shall include, but are not limited to, paper towels, toilet tissue, and soap. The Contractor shall stock restrooms with sufficient supplies to insure that the supplies will last until the next

scheduled service. If dispensers become empty before the next scheduled servicing, the Contractor shall replenish them at no additional cost to the Government.

(d) Other Services

Other services shall consist of the following on an "as needed" basis.

(1) Relamping

Relamping services shall be provided for all light fixtures in the buildings/spaces covered by the contract and exterior lights attached to the building. The work shall include inspecting each building/space and replacing all burned out and blinking fluorescent tubes and incandescent bulbs. The fluorescent tubes and incandescent light bulbs replaced shall be of the same type, wattage, and voltage as those removed. Contractor personnel handling and replacing fluorescent tubes shall be qualified in accordance with local regulations.

(2) Policing Grounds

Paper, bottles, cans, and all other trash and refuse shall be removed from all grounds, sidewalks, and interior courts. All removed items shall be deposited in the nearest waste container. The Contractor shall police around the waste disposal dumpster daily and immediately after the dumpster has been emptied.

(3) Snow and Ice Removal

This requirement is treated in Subsection 10.

2. Service Call Work

Service call work for the buildings/spaces listed in Attachment 3 to this Subsection shall consist of providing labor and material to perform unscheduled custodial services that are brief in scope. The Government will receive service call requests from building monitors and notify the Contractor of the work required. The Contractor shall provide adequate procedures for receiving and responding to service calls during regular working hours.

(a) Service Calls for Cleaning

Service calls for cleaning shall consist of providing miscellaneous minor cleaning tasks beyond the scope of basic services. The Contractor should expect 2 such calls per day.

(b) Response Time

The Contractor shall respond to service call requests for cleaning within one hour during regular working hours. Once begun, the cleaning effort shall continue until

completed.

(c) Typical Service Call Tasks

These calls include, but are not limited to:

- (1) Clean up of overflowed restroom fixtures;
- (2) Clean up of spills;
- (3) Cleaning muddy or wet entrances;
- (4) Clean up of broken glass.

(d) Service Calls for Lighting

The Contractor shall respond to service calls for replacing burned out or blinking light bulbs and tubes between scheduled relamping services. Each service call will be limited to replacement of four (4) bulbs and tubes within one building. The Contractor shall respond to service call requests for lighting within one (1) hour during regular working hours.

3. Project Work

Project work consists of large tasks requiring pre-planning, special equipment and special precautions. Included in the project work classification is stripping and re-waxing, shampooing carpets and rugs, cleaning light fixtures, high dusting/cleaning, cleaning exterior glass, cleaning interior glass, cleaning blinds, cleaning curtains and sheers.

(a) Stripping and Rewaxing Floors

Resilient flooring shall be swept/dust mopped and stripped to remove all built up wax and imbedded dirt prior to rewaxing. After application of wax, areas shall be buffed (if required) sufficiently for maximum gloss and uniform sheen from wall to wall, including corners. The rewaxed floor shall present a clean appearance free from scuff marks or dirt smears. Furniture or other equipment moved during floor stripping and rewaxing shall be returned to their original positions.

(b) Shampooing Carpets and Rugs

Prior to shampooing, carpets and rugs shall be vacuumed free of all loose soil and debris. Carpets and rugs shall be shampooed free of streaks, stains, and spots, and shall have a bright uniform color. Shampooing shall be done by the water extraction method. After drying, furniture or other equipment moved for the shampooing shall be returned to their original positions. Shampooing service must be done after normal business hours and coordinated with the COTR.

(c) Cleaning Light Fixtures

Globes, reflectors, covers, diffusers, and plastic side panels shall be removed and washed. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter.

- (d) **High Dusting/Cleaning**
High cleaning includes cleaning horizontal and vertical surfaces above 8' 0" from floor level including all overhead piping and ceiling areas. All dust, lint, litter, and soil shall be removed from all surfaces. Walls shall be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.
- (e) **Cleaning Exterior Glass**
The Contractor shall thoroughly clean all exterior glass surfaces, window frames, sills, and sashes. All glass surfaces shall be cleaned and left free of streaks and stains, and shall be wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed. Where storm windows exist, exterior window cleaning shall include both sides of the storm window and the outside of the inner glass, and shall be counted as three separate surfaces for reimbursement purposes.
- (f) **Cleaning Interior Glass**
The Contractor shall thoroughly clean all interior glass surfaces and associated window frames, sills, and sashes. All glass surfaces shall be cleaned and left free of streaks and stains, and all adjacent surfaces wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed.
- (g) **Security Glazing (Polycarbon/Lexan)**
The Contractor shall perform cleaning of the security glazing (polycarbon/lexan) in accordance with the manufacturer recommendations.
- (h) **Cleaning Venetian Blinds**
Venetian blinds shall be removed and cleaned free of all dust and embedded dirt and re-hung in working order. Once removed for cleaning, the blinds shall be re-hung by the Contractor within 2 working days.
- (i) **Curtains and Sheers**
The Contractor shall have all curtains and sheers dry-cleaned once a year at a commercial dry cleaning company.

**ATTACHMENT 1 to SUBSECTION 4
Government Furnished Equipment**

The following items of equipment will be made available for use by the Contractor as specified in the "GOVERNMENT FURNISHED PROPERTY AND SERVICES" clause in Subsection 4.

GOVERNMENT FURNISHED OR SHARED CUSTODIAL EQUIPMENT				
Item/description	Make	Age	Condition	Location
Floor Buffer	SSS	4 yrs	Good	Processing
Wet Dry Vac	Valterra	4 yrs	Fair	Kitchen

Attachment 2 to SUBSECTION 4 Contractor Furnished Items

Materials and equipment shall be of the type and quality used in large-scale commercial cleaning operations, the materials and equipment shall meet the requirements specified herein, and shall be approved by the COTR/CO before use.

1. Material Requirements

All toilet supplies and custodial materials and supplies provided by the Contractor shall conform to the requirements of the latest edition of the applicable federal specifications. Those not covered by federal specifications shall be of commercial grade and quality. Within 15 days after award of this contract, the Contractor shall submit a list of the materials to be used for approval by the Contracting Officer. The list shall include the manufacturers' name, brand name, and statement certifying that materials supplied meet or exceed contract requirements.

2. Toilet Supplies

Toilet supplies to be furnished by the Contractor shall conform to the requirements specified below.

a. Soaps

Soaps for restrooms shall conform to the following requirements.

- (1) Powdered soap for dispenser use shall be mildly scented, free flowing, noncaking powder conforming to the following manufacturer's brand names as specified, or an approved equal.
 - (a) Vestal
 - (b) Calgon
 - (c) Sanifresh
- (2) Liquid soap for dispenser use shall be mildly scented, approximately 15% concentrate, conforming to one of the following manufacturer's brand names as specified, or an approved equal.
 - (a) Vestal
 - (b) Calgon
 - (c) Sanifresh
- (3) Toilet soap in cake form for hand use shall be white and mildly scented conforming to one of the following manufacturer's brand names as specified, or an approved equal.
 - (a) Ivory
 - (b) Dial
 - (c) Lava

b. Paper Towels and Toilet Paper

Paper towels and toilet paper shall conform to the following requirements.

- (1) Paper towels shall fix the existing paper towel dispensers and shall conform to one of the following manufacturer's brand names as specified, or an approved equal.

- (a) Scott
- (b) James River
- (c) Fort Howard

The Contractor shall furnish adapters, as required, to fit existing paper towel dispensers at no additional cost to the Government. Approximate size of roll paper towel shall be 4 1/2" diameter and 11" wide, commercial grade, highly absorbent, wet strength type. Factory reject type paper shall not be used in this contract. Towels shall be delivered in unopened cartons.

- (2) Toilet tissue shall be medium-soft, single ply, conforming to one of the following manufacturer's brand names as specified, or an approved equal.

- (a) Scott
- (b) James River
- (c) Fort Howard

The approximate size of rolls shall be 4 1/2" wide, commercial grade. Factory reject type paper shall not be used in this contract. Paper shall be delivered in unopened cartons.

c. Liquid Deodorizer

Liquid deodorizer shall be standard commercial type as approved by the Contracting Officer.

d. Deodorants

Cake deodorants shall conform to one of the following manufacturer's brand names as specified, or an approved equal, and shall fit existing dispensers.

- (a) Franklin
- (b) Vetco
- (c) Airkem

e. Disinfectant Germicidal

Disinfectant shall conform to one of the following manufacturer's brand names as specified, or an approved equal.

- (a) Vestal
- (b) Calgon
- (c) Sanifresh

3. Waste Container Liners

Liners shall conform to one of the following manufacturers' brand names as specified or an approved equal and be of proper size to fit the containers.

- (a) Rubbermaid
- (b) Fortune
- (c) Himolieme

4. Floor Wax

Floor wax shall be an acrylic slip resistant wax conforming to one of the following manufacturers' brand names as specified, or an approved equal.

- (a) Johnson's Complete
- (b) Carolina Reflections
- (c) CelloBrite

5. Equipment

All power driven equipment for vacuuming, floor scrubbing, waxing, and polishing shall be of the industrial type, mechanically sound, safe to operate, and in a condition that will not harm or excessively wear existing finishes and floor coverings. Storage and use of the approved equipment shall be acceptable to the Fire Marshall. The Contractor shall inspect and ensure that all equipment meets OSHA and all other applicable functional and safety requirements at least once a month.

ATTACHMENT 3 to SUBSECTION 4 INVENTORY OF FACILITIES

The following facilities are to receive custodial services:

Total Facility: SF of flooring Approximately 155,000
 Facility - Admin: SF of Flooring* 30,780

Room Number	Type of Space	Floor Surface*	Sq. Ft. (000)	Number Restroom Fixtures**	No. of Walk/off Mats	Congestion ***
1st floor	Lobby	RT	0.5		2	H
100	Computer	HPL	2.5		1	L
101	Storage	C	1.2			L
102	Restroom, M	QC	0.5	5		L
103	Restroom, F	QC	0.8	5		L
2nd floor	Corridor	RT	0.6			M

* Flooring Type Codes

RT = Resilient tile or terrazzo floor

K = Carpet

RF = Raised Floor

QC = Quarry tile or ceramic tile

HPL = High pressure plastic laminate

C = Concrete, sealed or unsealed

W = Wood floor, sealed or unsealed

O = Other floor types (interlocking rubber tiles, masonite, steel, etc.)

** Restroom Fixtures are defined as installed items attached to building plumbing system, including drinking fountains

*** Congestion refers to the traffic and population density of the space. Congestion codes are:

H - High congestion area. Typical of areas where direct service is provided the public, such as exchanges, lobbies, clubs, reception areas.

M - Medium congestion area. Typical of offices, administrative areas, and areas closed to public access.

L - Low congestion area. Typical of special function areas such as storage areas, warehouses, equipment rooms, and computer facilities.

**ATTACHMENT 4 to SUBSECTION 4
SCHEDULE OF SERVICES**

CUSTODIAL REQUIREMENTS	FREQUENCY**									Remarks
	D5	3W	2W	W	M	Q	S/A	A		
1. Space Cleaning	X									*
2. Floor Care	X									
3. Restroom Services	X									
4. Relamping				X						
5. Policing Grounds	X									
6. Stripping & Rewaxing Floors								X		**
7. Shampooing Carpets and Rugs							X			
8. Cleaning Light Fixtures					X					
9. High Dusting/Cleaning					X					
10. Cleaning Exterior Glass							X			**
11. Cleaning Interior Glass					X					
12. Cleaning Venetian Blinds							X			
13. Curtains and Sheers									X	
14. Skylights								X		

Specific Requirements:

2W - Tuesdays and Fridays

W - Tuesdays

M - First Wednesday

* Includes restrooms, hallways and lobbies and entrance "porch"

** Detainee areas will require a frequency of quarterly

SUBSECTION 5
TRASH COLLECTION AND RECYCLING

A. General Instructions

The Contractor shall furnish all equipment (other than that supplied by the Government), labor and supervision necessary for the collection and disposal of all types of wastes and recyclables. Trash shall be deposited by the Contractor in dumpsters located at the loading dock and front parking lot area. The Government will provide dumpsters and other trash receptacles. Trash hauling and recyclable hauling away from the facility will be by a separate contract and is not part of this contract. Recycling collection shall be provided by the Contractor from desk side and collection sites throughout the facility. A comprehensive recycling program is required consistent with the security nature of the facility. The recycled materials shall be placed by the Contractor in specialty dumpsters to be provided by the Government. As a minimum recycling shall include cans, bottles, office paper, newspaper and cardboard. Environmentally sensitive waste (paint, batteries, chemicals from cleaning, laundry, etc.) shall be separated to be disposed only in approved locations.

1. Regulations

Unless specifically exempted by these specifications, all work accomplished under this contract shall conform to the requirements of appropriate Federal, state, and local regulations.

2. Hours of Operation

The Contractor shall collect trash and recyclables as needed but not less than once per workday. Collection will normally be done during regular work hours, except where it would disrupt activities in the Government (e.g., EOIR court).

3. Sanitation Requirements

All phases of refuse collection and disposal service shall be conducted to comply with current applicable sanitary regulations, and shall meet the approval of the Surgeon General and/or New York State/Genessee County Veterinarian or his designated representative.

4. Salvage Operations

The Contractor shall not salvage any material unless designated as "trash" or "refuse" by the COTR/CO. If the Contractor or his employees discover materials that they believe to have salvage value, the COTR/CO shall be notified immediately by the Contractor and requested to determine the disposition of the items.

B. Trash Collection

1. Performance of Work

Trash removal, refuse collection and disposal shall be conducted in conformity with applicable New York State and Federal regulations. Collection shall be made with minimum divergence from schedules once established and with minimum disturbance to, and maximum protection of, property.

2. Points and Frequency of Collection

Refuse shall be picked up throughout the facility by the Contractor (may use detainee labor in those areas so designated) at least daily and deposited in the dumpster. Contractor shall pick up all refuse around the dumpsters/yard containers.

3. Abnormal Quantities of Refuse

Excess trash or refuse beyond the normal daily quantities resulting from unusual events shall be collected by the Contractor and placed for bulk pickup by trash hauling Contractor.

4. Containers

Refuse containers shall be standard fly tight containers with an approved type plastic bag. The containers shall be standard metal or plastic garbage cans with lids, and have 24 to 32 gallon capacity.

5. Unconfined Excess Refuse

The collection station (dumpster) and the immediately adjacent area shall be kept free of loose refuse. Refuse placed at the collection station in sacks, cartons, cans, boxes, etc., or loose, shall be placed by the Contractor in the provided containers.

6. Trash Container Cleaning

Containers used for collection of refuse or recyclables shall be clean and sanitary; those which become malodorous or unsanitary shall be thoroughly washed using steam, soap or detergent as necessary after each two days of use. Hazardous materials shall not be rinsed out.

7. Site Police

The Contractor shall police all collection sites within the immediate areas of the containers.

C. Recycling Program

Recycling services shall be accomplished in conjunction with normal refuse pickup. Each living pod and work area shall be issued appropriate containers for recyclable items. No item segregation will be required by the residents except to separate cans, bottles and clean paper at collection point.

1. Compliance

The Contractor shall comply with all Federal, state, county, and local recycle laws and regulations in effect at the time of the contract. Should new ordinances and or laws supersede these, the Contractor shall comply in the most expeditious manner possible.

2. Recycle Materials Program

The Contractor shall submit to the COTR/CO a Recycle Materials Program within 30 days of the commencement of this contract. Pending approval of the plan by the COTR/CO, the Contractor shall take the necessary action to initiate implementation of the plan. Principal focus of the plan shall include: glass, metals, paper (office white paper and newspaper), and cardboard.

As available, and subject to the limitations set forth at other places in this solicitation, detainees may be used for separation and packaging.

D. Transportation

Contractor is not responsible for transportation of refuse or recyclables off site

E. Health and Safety

All equipment shall be equipped with proper safety and noise limiting devices and shall be in a safe operating condition.

1. Qualified Operators Required

Only qualified operators shall be permitted to operate the closed or packer-type disposal equipment.

2. Access

The COTR or other individuals duly authorized by the Contracting Officer shall have access any time to the Contractor's equipment, materials, supplies, assigned areas and sites of operation for inspection purposes.

3. Confined Space Entry

At no time shall any person physically enter any closed dumpster without the prior written approval of the COTR/CO.

F. Records and Reports

1. Monthly Report

A monthly report shall be written by the Contractor covering each calendar month's operation and will include the volume, weight and type of material disposed of and recycled and the method and location of where it was disposed. Completed reports shall be submitted to the COTR/CO not later than the third day of the month following the month covered in the report.

2. Inspections

The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services to be performed hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the term of this contract.

SUBSECTION 6
LAUNDRY and TAILORING

A. General Requirements

This facility has a complete commercial laundry and tailoring facility. There will be three types of laundry generated at this facility: medical, linens, and personal. All three types of laundry shall be completely processed by the Contractor in the on-site laundry facility. Medical laundry will be collected and bundled by the medical staff and placed at a central location for pickup by the Contractor for cleaning. Linens shall be collected in bins provided by the Contractor and bundled for delivery at a central location for pickup by the Contractor. Personal laundry shall be collected in individual mesh bags and bins provided by the Contractor in each living pod. Laundry items include, but are not limited to, uniforms/apparel, sheets, pillowcases, blankets and pillows. The Contractor shall provide all chemicals, soaps, minor equipment (including barrel handling, if needed), and anti-fatigue floor mats. Government provides installed washing and drying machines and folding tables. Pressing is not required. Personal laundry in mesh bags from the Processing area will be cleaned and returned to the Processing area for storage.

Tailoring services consist of putting hems in all trousers, repairing tears, replacing buttons, minor adjustments in fit. These services shall be accomplished using two Contractor-provided commercial sewing machines.

Detainee labor may be available for nearly all work in the laundry, however, should not be relied upon. Because of the routine turnover in detainee population, regular training in sewing skills, laundry skills and safety and Right-To-Know for chemical handling and equipment shall be required.

B. Specific Requirements

1. Work Hours

Work shall normally be scheduled for regular work hours, five days per week. The procedures and documentation for collection shall be established by the Contractor, however, actual collection and return of clothing and linens will be supervised by Detention Officers within the living pods.

2. Frequency & Schedule

Clothing turn in and return shall be twice weekly for each living pod (50 residents per pod). Some are expected to be scheduled on Monday – Thursday and others on Tuesday - Friday. Linen turn in and return is expected to be on Wednesdays for all pods. Medical laundry turn in is handled by medical staff. These days are subject to change by the COTR/CO. Contractor may request changes to the schedule from the COTR/CO.

3. Level of Effort

A set of clothing to be issued to each detainee consists of a jacket, two shirts, two trousers, four T-shirts, four undershorts, four pair socks (plus shoes and belt and work clothes as needed).

Cleaned, mended clothing shall be provided to INS staff who will issue it to detainees. For tailoring, the level of effort should be based on the average number of detainee departures and new arrivals at Batavia of 50 per week. Each set of clothing will need trouser hemming and/or adjustments to uniforms. New trousers do not have hems but will be hemmed to standard lengths for issue. Most tailoring will be repairs to clothing.

C. Equipment, Materials, Furnishings

1. Government Furnished Equipment

The Government will provide installed four laundry machines (3 large capacity and 1 regular), three gas dryers (2 large and one regular), folding tables and two commercial sewing machines.

2. Contractor Furnished Materials and Equipment

The Contractor shall furnish all other materials, tools, equipment, chemicals and furnishings required, including, but not limited to, carts for the collection and distribution of laundry, tags for identification and marking, shelving and tables as needed.

3. Control of Chemicals

Certain substances used in laundry processes may be hazardous by nature, or they may be dangerous in a confinement setting. Contractor shall comply with all standards for the control and security of such materials. Prior to introducing any chemical or cleaning product into the facility, Contractor will provide the COTR/CO a written report which describes the name and type of material, the expected usage volume per month, the expected access and exposure of detainees to it, the control and disposal plans for it, and a copy of the applicable MSDS.

D. Training, Safety and Health

As available, and subject to the limitations set forth at other places in this contract, detainees may be used in the laundry and tailoring operations. Contractor shall provide training for any detainees utilized in the skills needed, and all safety aspects of the work required, including chemical handling procedures.

SUBSECTION 7 WAREHOUSE OPERATION

A. General Requirements

The warehouse operation supports the entire facility. The facility normally operates regular work hours, five days per week. The warehouse area includes truck level loading docks with load levelers. The Contractor shall provide any specialized material handling equipment required. The Contractor shall control all property being shipped or received and shall deliver it to the appropriate location or person. The types of material being received in addition to foodstuffs, shall include routine office supplies, hotel supplies, and facility repair parts. Many items shall be delivered and stored by the end user, however, many bulk items shall be stored in the warehouse area, such as general office supplies, etc..

B. Specific Requirements

1. Work Hours

The shipping-receiving operation shall have published open hours for receipt of deliveries and for pickup of outgoing shipments. The Contractor shall establish these hours such that there are at least five (5) hours per day open. Open hours shall be approved in advance by the COTR/CO. Receipt and delivery internal to the facility shall be available during regular open business hours.

2. Automated Material Control System

The Contractor shall have the use of a Government provided computer with a comprehensive material management control system that will permit the receipt, cataloging, shipping, issue and storage of any and all items in the facility. The system shall permit the identification of each item as to whether it is purchased and owned by the Government, the Contractor, or by another Contractor. The ownership of the system, software and data will rest with the Government. The Contractor shall operate and manage the system for INS.

3. Level of Effort

As available, and subject to the limitations set forth at other places in this solicitation, detainee labor may be available for most manual labor in the warehouse. The Contractor shall provide continuous oversight of detainee work while they are assigned to the warehouse. Contractor shall ensure that other Contractor employees are trained and qualified to manage the warehouse during absences of the assigned warehousemen.

4. Internal Distribution

After receipt of materials, Contractor shall expeditiously distribute each item to its intended user or to the appropriate storage area. Disposition shall be recorded in the database. If detainees are used for this function they shall be closely supervised to

prevent pilferage. Detainees may not work, even if supervised, in the public areas.

C. Equipment, Materials, Furnishings

1. Government Furnished Equipment

Government will provide warehouse area and built-in loading dock levelers, plus an office area. Storage shelving will be provided by the Government. The Contractor is responsible to maintain and repair Government furnished equipment as required, including any tests or certifications.

2. Contractor Furnished Materials and Equipment

Contractor shall furnish all required tools, safety equipment, material handling equipment (MHE) and office equipment needed to manage and operate a full service loading dock and warehouse operation, except for that equipment identified to be provided by the Government.

3. Control of Materials Received and Shipped

Contractor shall be handling materials for all elements of the Batavia facility. Contractor shall secure, segregate (if needed), and account for all materials. Any required Government shipping or receiving reports shall be completed as needed.

D. Training, Safety and Health

Detainees are prohibited from working in the warehouse area.

SUBSECTION 8
FACILITY OPERATION, MAINTENANCE and REPAIR

A. Scope of Services

1. The Contractor shall provide personnel, management, supervision, tools, materials, supplies, equipment, incidental engineering, and transportation, except as otherwise specified herein, to perform the operation, maintenance and repair functions for the facility.
2. This is a combination of Firm Fixed-Price and Time and Material type of service consisting of the following functions.
 - (a) The work that is fixed price shall include all labor, materials, equipment and services, unless otherwise specified, to perform all scheduled maintenance services as recommended by the manufacturer of the equipment. The fixed price shall also include all unscheduled maintenance or repairs whose cost is \$1,000.00 or less per occurrence.
 - (b) The Time and Material portion of the contract shall include unscheduled repair work that exceeds \$1,000.00 per occurrence or urgently needed services that are beyond or not included in the scope of the firm fixed-price work, up to a maximum of \$20,000.00 per year. Individual change orders will be issued using the fixed, composite rates negotiated in the contract price schedule. The fixed composite hourly rates shall include wages, overhead, general and administrative expenses, and profit. The actual amount of work to be performed, an estimate of the professional/technical effort required, and the time of such performance shall be authorized by change orders issued by the CO. Verbal orders may be necessary for emergency services, however, they will be issued in writing by the CO within three business days of the instructions.
 - (c) The labor categories and fixed hourly rates per labor category shall be used for establishing a firm fixed-price for the change orders. Each change order shall be negotiated individually by determining the labor categories and number of hours required and by multiplying the hourly rates by the number of hours. The Contractor shall also be reimbursed for any subcontractor, material or equipment used in conjunction with the Time and Material work without markup or fee.
 - (d) **Work Outside Normal Duty Hours**
If directed by the COTR/CO or his representative or in emergency circumstances, specific work may be performed outside regular working hours. In such cases, overtime labor hour unit prices (overtime hourly rate) will be used for ordering the

work. The hourly overtime rate shall be as specified in the unit prices section of Section B, Cost/Prices. No additional rate shall be charged when the Contractor desires to carry on work outside regular working hours because of any Contractor reasons, or for work required as part of the fixed price part of the contract.

B. Management

1. Management of Services

The Contractor shall manage the total work effort associated with all services required herein to assure adequate and timely completion of services. Included in this function are a full range of management duties including, but not limited to, planning, scheduling, cost accounting, computerized and manual report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

2. Work Control

The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Computerized scheduling and status reports shall be provided to INS weekly. The status of any item of work must be provided within one hour of the inquiry during normal working hours.

3. Work Schedule

The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of INS business and mission. In cases where some interference may be unavoidable, the Contractor shall make every effort to minimize the impact of the interference, inconvenience, equipment downtime or interrupted service. Any services that will cause disruption to the BFDF operation, as determined by the INS, shall be performed after normal hours, on Saturdays or on U.S. Federal holidays or other times as directed by the COTR/CO.

4. Records and Reports

The Contractor shall maintain management, operation, and maintenance records and prepare management, operation, and maintenance reports, which shall be turned over to the COTR/CO within five calendar days after contract completion. A completed work file shall be maintained by the Contractor. Each file shall contain a listing of all equipment in the structure by nomenclature and manufacturer's model number, as well as all manufacturer's literature, brochures, and pamphlets; maintenance, operator's, and parts list manuals, warranty information, a copy of all completed Service Call Work

Authorization forms, minor job orders, and Preventive Maintenance Inspection record forms; and other information pertaining to the facility and/or installed equipment and systems. All documents shall be filed within 10 working days of the completed transaction, with the exception of Preventive Maintenance Inspection record forms that shall be filed within two working days after the completion of each preventive maintenance inspection. The INS will have access to these files upon request. The entire file shall be turned over to the COTR/CO upon completion of the contract. All computerized files shall be maintained at the same frequency as the required manual files and shall be turned over to the COTR/CO upon completion of the contract.

5. Additional Equipment

During the term of the contract, INS may replace, renovate, or improve equipment, systems, facilities, components, and fixtures at the INS's expense and by means not associated with this contract. All replaced, improved, updated, modernized, or renovated equipment, fixtures, facilities, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to INS unless such changes result in an increase or decrease in contract requirements. Changes, replacements, or deletions which result in an increase or decrease in contract requirements will require negotiation and a formal modification to the contract.

6. Equipment under Manufacturer's or Installer's Warranty

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the COTR/CO. All defects in material or workmanship, defective parts, or improper installation and adjustments found by the Contractor shall be reported to the COTR/CO so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties.

7. Cooperation with Other Contractors/Vendors

Attention is invited to the fact that other Contractors may be engaged in similar and supporting work, requiring close cooperation. The Contractor for this contract shall cooperate with all other Contractors and avoid conflicts with their performance and work schedules. In the event of conflicts with other Contractors that cannot be satisfactorily resolved, the matter shall be referred to the COTR/CO.

8. Change Orders for Services

Services to be furnished under the Time and Material portion of this contract shall be furnished upon the issuance of change orders by the CO. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A change order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if

transmitted by other means, when physically delivered to the Contractor.

9. Modified Orders

Change orders may be modified/ordered orally by the CO in emergency circumstances. Verbal modifications/orders will be confirmed by issuance of a written modification/order within three business days from the time of the oral communication.

C. Government Furnished Equipment and Material

1. Fuels

The INS will furnish fuel for boilers and emergency generators at no cost to the Contractor.

2. Spare Parts

The cost for spare parts for preventative maintenance shall be included in the price proposal.

3. Availability of Utilities

INS will furnish, at no cost to the Contractor, electricity, sewage service and fresh water for use in those facilities provided by INS, and as may be required for the work to be performed under the contract. Telephone lines will be provided by the INS at no cost to the Contractor for use by Contractor's personnel only in the performance of the contract. The use of telephone services for any other purpose is prohibited. The Contractor shall pay for long distance or other toll calls unless authorized by the COTR/CO.

D. Contractor Furnished Items

1. Contractor Items

Except for items listed in paragraph C., the Contractor shall provide all facilities, equipment, materials, and services to perform the requirements of this contract. Administrative supplies and equipment shall be furnished by the Contractor. The Contractor shall provide for a scissors life to assist in the performance operations, maintenance and repair of the facility.

2. Replacement Parts

All Contractor-furnished replacement units, parts, components and materials to be used in the operation, maintenance, and repair of facilities and equipment under this contract shall be compatible with that existing facility and equipment on which it is to be used, shall be of equal or better quality than original facility and equipment specifications, shall comply with applicable Government, commercial, or industrial standards such as the American Society of Mechanical Engineers, etc., and shall conform to the applicable technical specifications and used in accordance with original design and manufacturer

intent.

3. Replacement Parts Shall Be New

If new parts are not available, the Contractor shall request approval in writing from the COTR/CO to use factory-reconditioned parts. All parts whether new or factory reconditioned shall carry the full warranty required by this contract.

4. Hazardous Materials

The Contractor shall provide the COTR/CO a hazardous material (HM) inventory and material safety data sheets (MSDSs) before such HM comes onto the job sites. The Contractor shall submit Contractor's plans for protection of public and INS personnel, HM disposal, and procedures for HM spill response in conformance with INS, Federal and local regulations.

E. Operation and Maintenance of Facility and Equipment

1. Operation and Maintenance Responsibilities

The Contractor shall provide day-to-day operation, maintenance and repair services for all INS property, systems, and equipment as described below and as directed by the COTR/CO.

2. Daily Operation

The Contractor shall operate and maintain principal electric and mechanical systems and equipment for the facilities, including but not limited to the Heating/Ventilation/Air Conditioning (HVAC) and Boiler systems according to the pertinent seasonal cooling/heating requirements, electrical/water distribution, sewage collection, storm drainage, and other associated and incidental equipment and systems that are part of the facility. The equipment and systems shall be operated and maintained in the most economical and efficient manner to produce the desired conditions in accordance with manufacturer's manuals and instructions. This includes but is not limited to a) monitoring the operating condition of all systems equipment, b) performing daily inspections and maintenance services to the principal electrical and mechanical equipment and other systems to ensure proper operation in accordance with the manufacturers requirements, c) making minor repairs to the systems and their equipment and, d) performing other work as directed by the COTR/CO.

3. Routine Maintenance

The Contractor shall provide touch-up painting as requested by the OIC or COTR. The area is to include the administrative offices, common areas, muster, lobby, corridor, EOIR, electrical room, phone room, all other areas of the administrative building, and areas in the facility that detainee workers are not authorized to work in, such as medical, processing, warehouse and loading docks.

4. Records

The Contractor is responsible for keeping records on power, water and fuel consumption, and operation/maintenance/repair of major equipment on a daily basis, in a continuous calendar-day series. These records shall remain the property of the INS and be available for inspection by the COTR/CO or his staff.

F. Emergency Response

1. Contractor Responsiveness

The INS must be able to contact the Contractor via pager or other device 24 hours per day, 7 days per week in the event of an emergency. When called, the Contractor must be able to provide a call back to the notifying individual within 15 minutes and have personnel present at the facility within 45 minutes of the call back to take corrective action.

2. Fire/Life/Safety

The Contractor shall take all reasonable measures to prevent fire/life/safety hazards and damage to the INS properties caused by unusual circumstances including, but not limited to the following:

- (a) Power Failure or Trouble. The Contractor shall ensure that the emergency power source (for other than Security Systems) automatically provides power immediately upon the failure of the normal power source, and then provides power continuously until restoration of the normal power source. When power failure occurs on secondary side of power distribution system, investigate the cause of power failure immediately and perform necessary corrective actions for restoration of the systems to ordinary conditions.
- (b) Fire/Emergency Alarms. In the event of a fire/emergency, perform necessary emergency operation as called for in the approved Standards Operating Procedures (SOPs). The Contractor shall develop and submit the SOPs for approval of COTR/CO within 15 calendar days after notice of award. Fire fighting is not the Contractor's responsibility. In the event of a false alarm, investigate the cause of false alarm, correct the cause, restore all systems to ordinary condition and report to the COTR/CO immediately.
- (c) Other Alarms (equipment failure, etc.): Investigate the cause of alarm, perform necessary corrective actions for restoration of the system and equipment to ordinary conditions. All incidents of alarm shall be recorded and reported to the COTR/CO.

- (d) Natural Disasters (earthquake, hurricane, etc.). The Contractor shall inspect facilities and report damage and unsafe conditions of the facilities to the COTR/CO following a natural disaster. The Contractor shall also be responsible for preparing the facility for any forecasted, potential natural disaster.

G. Routine and Periodic Maintenance and Inspection (PMI)

1. Preventive Maintenance Program

A Preventive Maintenance Program (PMP) for routine and periodic maintenance and inspections has been developed for the Batavia Federal Detention Facility (BFDF). At a minimum, the Contractor shall complete all work items contained in the PMP, as well as any other routine and periodic maintenance and inspections which may be required to maintain the BFDF in a like new condition, to ensure all facility components and systems are fully operational on a 24-hour per day basis, to ensure compliance with Federal, state, and local environmental protection laws and regulations and to minimize pollution waste streams.

2. PM Inspections - Monthly Schedule

The Contractor shall submit a work schedule, setting forth dates, times, frequency of work, description of the work, list of personnel and any other information required. All work scheduled by the Contractor shall be approved by the COTR/CO. In no event shall the Contractor change approved work schedules without the prior written approval of the COTR/CO. The schedule shall be submitted to the COTR/CO for approval ten working days prior to the start of the scheduled month. Within five working days after completing the periodic PMI, the Contractor shall submit reports on the inspection findings. Should unusual conditions be found, the Contractor shall immediately report the condition, its causes and corrective action plan to the COTR/CO.

3. On-Call Service

In case of an on-call service request, the Contractor shall report the findings, cause of malfunction and corrective action to be taken to the COTR. The Contractor shall report to the COTR/CO any improvements needed at the contracted installations for longevity of equipment, environmental protection codes, and energy saving deficiencies. The Contractor shall furnish on-call service as needed on a 24-hour basis, to correct or repair items that are essential to the operation as identified by the COTR/CO, with a maximum response time of two hours after receipt of a call for service or assistance. The Contractor shall accomplish all necessary work, regardless of labor hour limitations of the Service Call, to detect cause(s) of malfunction and/or defects, and determine necessary corrective actions for restoration of the equipment and system to proper working order. All necessary restoration work shall be handled as Service Call.

4. Boiler Systems

All periodic maintenance and repair work to the boiler and pressure vessels shall be performed by trained and licensed technicians/engineers. It is the responsibility of the Contractor to ensure all personnel stay proficient with their general trade skill.

5. Boiler and HVAC Water Analysis and Treatment Systems

The Contractor shall perform water analysis on boiler and HVAC systems and provide recommendations for proper chemical treatment/application on each facility. A service report shall be submitted to the COTR/CO describing the result of analysis and recommendations of the Contractor. The Contractor shall provide proper chemicals to use with their application rates to avoid corrosion, scale, biofouling and deposits from the cooling water, hot/chilled water and high temperature water facilities. Water sampling shall be performed by qualified service engineers with at least three years commercial water treatment experience, and analysis service shall be performed at an approved laboratory that can handle testing requirements including complete water analysis, scale deposition analysis, corrosion monitoring and microbiological studies. The Contractor shall be responsible for treatment of water, bleeding-off operation and application of chemicals after COTR/CO approval of the systems.

6. Automatic Fire Alarm System

The Contractor shall provide the following specific PMI services for fire alarm systems: inspection testing, depth of testing and frequency, etc., and shall be in accordance with NFPA standards.

7. Fire Extinguisher, Fire Extinguishing and Fire Sprinkler Systems

Contractor shall inspect all fire extinguisher and fire extinguishing systems, smoke and heat detectors in all areas as required by current INS, NFPA and other regulation. Inspect all standpipes, sprinkler heads, and fire pumps, etc. for proper operation and alarm detection annually in accordance with the local fire protection laws. Submit report and findings to COTR/CO within 7 working days of inspection.

H. Service Requests/Service Calls

Contractor shall establish a work control desk that shall have automatic telephone answering capability 24 hours a day. All service requests shall be dropped off or called in to the control desk.

1. General

Service request and/or service calls are maintenance, repair, and any other miscellaneous work requirements that are called in to the Contractor by designated INS representatives. These are generated as a result of daily operation, are brief in scope and will not exceed \$1,000.00 to correct. All service request/service call work, within the limit specified, is included in the Firm Fixed-Price portion of the contract. When questions arise concerning the labor hours required for a particular job, labor hour requirements will be

based primary on the current year R. S. Means Estimating Manual for Maintenance and Repair Costs Data or, if not applicable, other estimating sources. When questions arise concerning the cost of materials, material cost will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the actual bare/direct cost of materials. The COTR/CO retains the right to obtain additional quotes in questionable situations. The best value shall be used to have the work performed.

2. During Regular Working Hours

The Contractor's office shall receive service requests during regular working hours. In general, all service requests are made in writing on an Unscheduled Work Order or a Service Call Work Authorization Form. If M&R service requirement is of an emergency nature or of an ASAP, a verbal request will be accepted and necessary services shall be furnished by the Contractor, however, it should be followed by a written request within three working days after the verbal request.

3. After Regular Working Hours

The Contractor shall receive emergency and ASAP service requests directly from the COTR/CO after regular working hours, on weekends, and on holidays. The request shall be classified by the Contractor as emergency, ASAP, or routine in accordance with the definitions provided in the "Service Request/Call Classification" paragraph of this clause, and responded to accordingly. If the request is classified as emergency, the Contractor shall record description of the problem, date and time received the call, location, caller's name and telephone number in the log book and respond within the timeframe required.

4. Routine Request/Call

Service request/call shall be classified as routine when the work does not qualify as an emergency or ASAP requirement. Examples of routine requests/calls include inoperative electrical switches or outlets, dripping faucets, broken glass or floor tile, repairs to mechanical or food service equipment, sign fabrication and painting, or other items which do not affect the health, safety or security of the employees in the facility.

5. Response to Service Calls

The Contractor shall have adequate procedures for picking up service request/call work authorizations at least twice daily during regular working hours, and for receiving and responding to emergency service calls 24 hours per day, seven days a week, including weekends and holidays. All telephone calls received during normal hours shall be answered by an individual fully familiar with the Contractor's work control procedures and the terms and conditions of this contract. Emergency calls shall be considered received by the Contractor at the time and date the telephone call is placed by the INS representative. Routine calls shall be considered as received by the Contractor at the time and date the service request form is picked up.

6. Emergency Requests/Calls

The Contractor shall respond to the caller within 15 minutes and must be on the job site within 45 minutes after initial response to the emergency service call. Contractor shall work continuously without interruption and shall arrest the emergency condition before departing the job site (e.g., shut off water, close gas valve, temporarily patch roof leak, etc.). If further labor and material (follow up work) are required to complete the repair, the call will be reclassified as either urgent or routine, as appropriate, and the corresponding completion time will then apply.

7. Routine Requests/Calls

All routine service requests shall be completed within five working days of receipt. Routine requests shall normally be accomplished during regular working hours.

8. Beyond the Scope of Routine Request

If the Contractor responds to a routine service request and believes that the work required is beyond the scope of a service request, as defined above, the work authorization form shall be returned to the COTR/CO no later than 0900 the following workday. The Contractor shall attach a summary of the work needed and a detailed Means, or other sources estimate showing labor hour and material requirements. The COTR/CO may waive the requirement to submit estimates in cases where the scope of work is clearly beyond that of a service request.

If the COTR/CO agrees that the work required is beyond the scope of a service request, the scope of the work will be reduced and a new service work authorization issued by the INS, or the original work authorization will be canceled. If the original work authorization is canceled, the work will be accomplished under the Time and Material portion of the contract or by means other than this contract. If the COTR/CO determines that the work falls within the scope of a service request, the original work authorization will be returned to the Contractor, who shall complete the work. Work on such requests shall still be completed within five working days from the original receipt date/time, plus the amount of time the work authorization was held by the COTR/CO for determination. Payment deductions will be taken if the work is not completed within this timeframe.

I. Contractor Inventory Program

The Contractor shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. The inventory system shall ensure that preventive maintenance spare parts are in stock when needed. This includes both Contractor furnished materials and INS furnished property. Use procedures shall ensure that the property, equipment, and materials, shall be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities, and record keeping for all property, equipment and materials used by the Contractor. Negligent use of INS furnished property that

results in damage or destruction is cause for repair or replacement at the Contractor's expense.

J. Reports

1. Monthly Performance Report

The Contractor shall render a monthly operation and maintenance report, summing up observations resulting from the inspections, difficulties or irregularities encountered, measures taken, improved conditions, repairs or services needed (those beyond the Contractor's responsibility), special work done, recommendations, and other matters related to operation and maintenance of the buildings and facilities covered by this contract. The report shall be submitted to the COTR/CO within seven calendar days following the end of month and before submitting a monthly invoice. The report shall also include: a) total amount of electricity, water, and fuel consumption, b) number of labor hours expended for each trade and overhead, c) summary of Service Calls, d) analysis of cooling water, hot/chilled water, high temperature hot water, and recommendations for water treatment to the COTR/CO.

2. Work Order Completion Summary Report

The Contractor shall prepare and submit a bi-monthly Work Order Completion Summary Report to the COTR/CO. Data on the numbers and types of service requests/calls of each classification shall be maintained by the Contractor and furnished to the COTR/CO weekly.

SUBSECTION 9
ROADS, GROUNDS and LANDSCAPING

A. General

1. The Contractor shall provide an exterior maintenance program to include, but not be limited to, all surfaced/unsurfaced areas. Work activity includes asphalt, concrete, dirt, and gravel surfaces; grounds and wooden areas; outdoor decks; pavement; culverts; utility lines; sidewalks; parking areas; barricades; flag poles; curbs; fencing; exercise yards; gates; guard rails; shoulders; handicapped ramps; and any additional appurtenances for all real property, facilities, and equipment. Surfaced areas include all roads, streets, drives, walks, parking and open storage areas, aprons, and other outside areas which are paved or stabilized and used for vehicular or pedestrian traffic, and parking, storage, or athletic areas.

2. This work shall be performed in accordance with Federal, state, local, and industrial standards governing maintenance of roads, grounds, and landscaping.

3. All wastes generated will be disposed of appropriately and the volumes included in the monthly waste report. No wastes shall be disposed on the site (including the woods) unless they have been processed as recyclables and approved by COTR/CO in advance.

4. The Contractor shall submit a roads, grounds, and landscaping plan for COTR/CO review and approval as part of the management plan within 15 days after contract award.

B. Roads and Pavements

1. The Contractor shall provide a program for the inspection, testing, modification, installation, maintenance and repair of paved/unpaved surfaces, structures and appurtenances. The Contractor shall inspect all surfaced areas, related appurtenances and associated structures to ensure sound maintenance and engineering practices and proper planning and repair. Inspections shall be at least twice a year prior to spring thaw and winter season, or at other times as directed by the COTR/CO. The Contractor shall keep records showing description of the areas, date of inspection, recommended maintenance and work accomplished.

(a) Paved Surfaces, Structures and Appurtenances

The Contractor shall perform the following services for the maintenance and repair of all paved surfaces, structures and appurtenances including, but not limited to:

- (1) Repair potholes, spalling and alligator cracked areas.
 - (2) Inspect and repair the perimeter road and shoulders to achieve the proper grade and slope.
 - (3) Sweep roads, paved shoulders, drives, aprons, walks, parking areas or other structures and appurtenances every 60 days between 1 April and 31 October.
 - (4) Remove debris from the grounds and pavements.
 - (5) Inspect concrete pavements for joint sealing, spalling, cracking, pumping, settlements etc. Seal cracks and joints and perform other preventive maintenance activities as necessary.
 - (6) Bring to the attention of the COTR/CO pavements which have failed extensively because of overloading or which are cracked, scaled or spalled to such an extent that local repairs would be inadequate or uneconomical. The COTR/CO may direct such repairs as necessary to restore the affected areas.
 - (7) Seal cracks one-quarter of an inch or wider in bituminous pavement with a prepared joint sealer.
- (b) Unpaved Surfaces, Structures and Appurtenances
The Contractor shall perform maintenance and repair of unpaved surfaces, structures and appurtenances including but not limited to the following item. The Contractor shall inspect and grade unpaved roadway surfaces in order to maintain a smooth surface. Replace surface material as needed.
- (c) Traffic/Parking Signs and Markings
The Contractor shall provide a program for the maintenance, replacement, repair, fabrication, installation and relocation of traffic/parking signs and markings. The Contractor shall perform services including, but not limited to the following:
- (1) Maintain exterior site signage, warning and guidance signs, markings and islands as required by the Government and deemed necessary for safe and effective movement of pedestrians and vehicles. Replace as necessary or as requested by COTR.
 - (2) Inspect and repaint all paved area markings and signs annually or as required by the COTR/CO. This work is part of the Contractor's annual maintenance schedule and is considered routine maintenance. Alterations, minor extensions or relocations of existing markings or signs requested by the COTR/CO to be performed during scheduled painting by the Contractor is also routine maintenance.
 - (3) Repair/repaint pavement markings after pavement repairs.

C. Improvements and Fences

The Contractor shall move, install, maintain and repair or replace improvement items. Improvement items include, but are not limited to, screen walls, entrances, picnic tables, poles/trees, flagpoles, all fencing, signs, etc. All damaged, broken or corroded parts shall be repaired or replaced as required.

1. Fencing

The Contractor shall install, inspect, maintain and repair all fencing and gates under INS responsibility in accordance with applicable security, facilities engineering and safety regulations and laws. This work shall include, but not be limited to: fencing including fence fabric, poles, turnbuckles, supports and caps; privacy and wind screens; gates and related equipment; automatic gate closer and card entry systems; and other security items such as crash cabling, anchors, barbed wire, standoffs, latches and chains.

- (a) All damaged, broken, bent or corroded parts shall be repaired or replaced as required. Loose wire fabric and barbed wire strands shall be tightened and secured. Missing or loosened parts shall be replaced and/or secured.
- (b) Fencing and gates shall be inspected monthly and scheduled for repair accordingly. Fencing areas shall be repainted or refinished as required or directed by the COTR. Upon notification that a security problem has occurred (such as damaged, missing or cut fabric, erosion gaps under fence, etc.), the Contractor shall take immediate interim measures as directed by the COTR/CO to preclude security violations until permanent repairs can be made.

2. Miscellaneous Support Services

The Contractor shall provide support services for the Government as directed by the COTR/CO as normal maintenance operations. This support is intended to complement the activities of the Government and is not normally intended to be in lieu of their other contract requirements or mission activities. Contractor shall provide the support services including, but not limited to, the following:

- (a) Clean accident debris from roads and grounds immediately upon request from the Security Personnel or the COTR/CO.
- (b) Relocate equipment as necessary when requested by the COTR/CO. Move equipment into winter storage as requested by the COTR/CO.

3. Drainage Systems

The Contractor shall inspect, maintain, or repair a wide variety of drainage systems including, but not limited to storm sewers, drains, culverts, ditches, manholes, pipes, sluices, diverters, erosion control cover, exits, gutters, curbs, catch basins, dikes, head walls, cribs, dissipators and inlets. The work shall include but not be limited to, the following:

- (a) Maintain shoulders so as to allow proper surface drainage and to protect the road edge.
- (b) Ensure proper drainage around exercise areas and structures by maintaining ditches, drainage systems and sluiceway to direct water flow etc.
- (c) Repair/replace broken or damaged manholes as required.
- (d) Clear clogged storm sewers as required using mechanical means.
- (e) Remove leaves and debris from all drainage systems.
- (f) Repair or replace damaged, broken, collapsed and clogged drainage systems by reopening pipe trench or culverts and repairing or replacing pipe or culvert as required.
- (g) Excavate pavement to gain access to sewer or drainage facilities for repair work. Repair pavement upon completion.
- (h) Sweep and clean all gutters and curbs as required to prevent accumulation of sediment and debris a minimum of four times annually between April 1st and October 31st.
- (i) Maintain records of location of drainage facilities and nature and date of maintenance and repair performed on drainage facilities.
- (j) Maintain ditches clear of weeds, brush, sediment and other accumulations that obstruct the water flow. Maintain ditch line and grade, correct sags and minor washouts, dispose of sediment, weeds, brush etc.
- (k) Inspect and clean catch basins, drop inlets, manholes and similar structures on a regular schedule based on the rate of silting or clogging with debris to ensure proper run-off.
- (l) Survey and report on the drainage system operation and erosion control services to assure maintenance of established grades, ditches, shoulders, athletic/recreational areas and utility line covers in all areas.
- (m) Maintain necessary drainage by regular surveillance of all ditches and drainage systems and initiation of corrective action where problems occur. The Contractor shall look for debris, cave-ins, and other stoppages or obstructions in drainage systems. Check systems for peak load requirements during storms and make note of inadequacies. Inspect culverts and exits for erosion, sediment and wash. Inspect drainage system at least annually.

D. Grounds and Landscaping Maintenance

The Contractor shall provide a maintenance program for grounds, land areas, and appurtenances for all real property at the INS facility. Grounds and landscaping maintenance includes but is not limited to, grading and planting of grasses, trees, shrubs and other landscapes plantings; fertilizing, irrigating, and mowing of lawns and other grassed areas; performing erosion, dust poisonous plant and weed control; maintaining woodlands, fish and wildlife habitats.

1. Standards

Grounds maintenance shall be performed in accordance with appropriate technical

regulations, New York State standards, American Standard for Nursery Stock, and National Arborist Association standards for Pruning and Maintaining Shade Trees.

2. Mowing

Cut all grass to include all easements and the exterior of any perimeter fencing out to the public roadway entrance. Provide a clean, even cut and prevent scalping, uneven mowing and rutting. Trimming and edging of grass shall be accomplished at least monthly during growing season along buildings, curbs, sidewalks, walks, driveways, around trees, shrubs, water outlets, signs, valve boxes and roadways of the respective area. Remove grass from cracks and expansion joints in sidewalks, curbs and gutters adjacent to lawn areas during each mowing cycle.

Contractor shall perform the following specific mowing tasks. This is not an inclusive listing.

(a) Hazards

Inspect all areas for hazards and mark or remove them prior to mowing. Remove trash including, but not limited to, bottles, paper, cartons, wire, cans, etc. prior to mowing. Lawn areas must be dry for mowing.

(b) Cutting Levels

The Contractor shall perform grounds keeping for improved lawns, improved fields, and unimproved fields so as to provide a clean, even cut and prevent scalping, uneven mowing and rutting. These areas shall be cut to the following levels:

- (1) Improved lawns shall be cut at a frequency of once per week during growing season (assumed to be six months) to maintain grass at maximum 3.5 inches high.
- (2) Unimproved areas grass shall be cut so as to maintain an average height of not more than eight inches unless cutting is delayed by excessive rain. This work shall include removing vegetation (e.g. shrubs, reeds, weeds, tress, etc.) and debris (e.g. stones, sticks, wire, glass, scrap metal, scrap lumber, etc.).

(c) Remove all cutting, grass, weeds and leaves the same working day from sidewalks, curbs, gutters and streets. Sweep clean at the completion of each mowing. Clean leaves, paper and other debris from around shrubs and flowers.

(d) The Contractor shall plant and maintain a minimum of 350 perennial or annual flower sets in beds as directed by the COTR/CO.

3. Shrubbery and Tree Maintenance

- (a) Shrubbery planting, trimming, shaping and tree planting, pruning and/or removal shall be performed under the supervision of knowledgeable personnel. Tree pruning and trimming shall be performed in accordance with the National Arborist Association Standards.
- (b) Shrubs shall be pruned to maintain their natural growth characteristics. Trees and shrubs which interfere with vehicle or pedestrian traffic, buildings and power lines shall be pruned. Dead, diseased and broken branches, or dangerously low limbs shall also be trimmed and/or removed. Fallen limbs, branches and debris shall also be removed. Tools shall be sterilized after cutting any dead and diseased branches. All cuts shall be made flush, leaving no stub. Shrubbery that is rubbing, touching, or scraping against the roof or side of buildings/fences shall be pruned by the Contractor.
- (c) Trees, including trunks, shall be removed by the Contractor when buildings, roads, drives, walks, etc., are threatened by its continued existence, or when trees are dead or diseased. Holes left from removal of stumps shall be backfilled with soil of a like nature to that adjacent to the hole, compacted, and, if located in a turfed area, sodded or seeded.
- (d) The Contractor shall implement safety procedures to protect the employees, bystanders, and surrounding property from injury or damage during tree removal. Contractor personnel shall take necessary and proper precautions to insure safety in work areas while working on trees. No ladders or ropes shall be left unattended. Signs indicating overhead work shall be posted.
- (e) When pruning trees, Contractor personnel shall not use climbing spurs on trees. Personnel shall wear soft-sole shoes while climbing trees.
- (f) **Transplanting**
The Contractor shall transplant trees and bushes as required. The Contractor shall inspect and fertilize if necessary, in March, June, August and October.

4. Fertilization

The Contractor shall apply fertilizer to grass as required by the COTR/CO assumed to be at least twice annually. Soil sampling shall be accomplished to insure appropriate fertilizers are used. The Contractor shall have turf samples analyzed by an independent research company/university annually. Contractor shall follow the fertilization recommendations. Contractor shall apply weed killer as necessary or as required by the COTR/CO. The weed killer must be an approved pesticide in accordance with pest

control procedures.

E. Forested Area Management

The property includes substantial wooded areas that are outside of the confinement perimeter fence and which are generally to be maintained in a natural state to provide a buffer between non-Government controlled areas and/or non-confinement activities. This service is to include the removal and proper disposal of dead or fallen trees that could cause security, health and/or safety issues. This type of maintenance shall be conducted and approved through the COTR.

Contractor shall have no direct work requirements in these wooded areas. Contractor shall conduct all other operations in such a manner as to safeguard the natural woods and will dispose of no materials in these woods without specific prior approval of COTR/CO.

F. Health and Safety

1. The Contractor personnel shall be qualified to operate all mechanical and powered equipment. Personnel shall operate all equipment carefully and safely at all times. Contractor shall establish a formal operator certification program that shall include actual or constructive testing of needed skills and shall include pocket cards, clothing patches or badges to facilitate on-spot verification.

2. The Contractor shall be responsible for maintenance of all equipment utilized to insure it is safe and operational. The Contractor shall inspect, clean, preserve, lubricate, remove, and replace minor parts of and adjust equipment including, but not limited to, tractors, snowplows, power and hand mowers, sweepers, front-end mowers, backhoes, leaf machine, street sweepers and generators.

3. Contractor personnel shall act to eliminate safety hazards affecting personnel, materials, property and equipment. Precautionary measures shall be taken to protect all turfed areas; beds, shrubs, trees and other vegetation during all roads and grounds maintenance activities.

SUBSECTION 10
SNOW REMOVAL AND ICE CONTROL

A. Contractor shall perform snow removal and ice control services for all roads, drives, sidewalks, parking lots, streets, steps, entrance ways, and handicapped ramps, under the responsibility of INS. The Contractor shall keep all the streets, sidewalks, steps and parking lots open during any snow or ice storm. The Contractor shall anticipate overtime requirements commensurate with varying winters and fluctuating snowfall levels. The Contractor should assume an average annual snowfall of 95".

1. Snow and Ice Removal Plan

The Contractor shall develop a snow and ice removal plan and submit it to the COTR/CO for acceptance/rejection as part of the management plan within 15 days after contract award. The plan shall include, but is not limited to:

- (a) Action plan for accomplishing work in accordance with priorities and time periods contained herein.
- (b) Contingency plans for extremely heavy snowfalls, equipment failures, employee strikes, etc.
- (c) Weather monitoring and employee recall procedures.
- (d) Coordination plans with security and other Government personnel.
- (e) Snow fence, and barrel and marker plan.
- (f) Seasonal equipment maintenance plans.

2. Snow and Ice Removal Time Criteria

During normal duty hours, the Contractor shall begin removal immediately if snowfall is expected to exceed two (2) inches as forecasted by the U.S. Weather Service. If a snowfall is forecast to be two inches or less in accumulation, the Contractor shall use his discretion as to when snow removal shall commence subject to the conditions contained herein. During non-duty hours, after two inches accumulation of snow, the Contractor shall begin snow removal. During either duty or non-duty hours, the Contractor shall not allow a small accumulation to become a safety hazard. The Contractor is responsible for monitoring the U. S Weather Service Weather Channel on a 24-hour basis. In the event that the U.S. Weather Service forecasts are not available, alternate forecast sources shall be directed by the COTR/CO.

The Contractor shall remove snow that accumulates less than or up to six inches within a

maximum period of 12 hours after snowfall stops. Time shall be computed by the COTR/CO from the time the last snow has fallen. The Contractor is responsible for ensuring that sufficient personnel and equipment are on hand to meet the criteria contained in paragraph 3 within this timeframe.

3. Snow Removal Criteria

Snow shall be removed expeditiously in accordance with the time requirements, however, for planning of work sequences, priorities have been established. These shall guide the development of the snow removal and ice control work plans and the actual daily allocation of effort. The priorities may be altered with prior approval of the COTR/CO.

Snow Removal and Ice Control Priorities:

- | | |
|--------------------------|---|
| 1 st Priority | Health and safety of the public, employees, and detainees to include all fire exits and recreation yards. |
| 2 nd Priority | Remove snow from roof hatches. |
| 3 rd Priority | Security of the facility, maintain the competence of the confinement systems. |
| 4 th Priority | Restoration of minimum level of operations. |
| 5 th Priority | Restoration of full operations. |
| 6 th Priority | Repairs, removal of stockpiled snow, cosmetic and preventive cleanup. |
| 7 th priority | Clear snow from the water screening facility. |

The criteria for snow removal depends upon the location within the facility and the impact of that use on the safe and secure operation of the facility. In no case shall snow and ice be piled on paved or unpaved surfaces such as parking lots, sidewalks, streets, aprons, unless specifically approved by the COTR/CO.

(a) Public Use Areas

The Contractor shall remove snow and ice from roads, parking lots and other areas to bare pavement in all areas used by the public and employees. This includes the entrance driveway from the public road, all parking areas and all paved walkways. Walkways shall be cleaned when snow accumulates up to 2 inches during regular business hours and to 3 inches during off-duty hours.

(b) Paved Service Area

Paved areas for access to the detainee sally port and the loading docks shall be cleared to not more than 2 inches deep and shall be treated for traction. The actual ramp down to the loading docks shall be cleared to bare pavement and treated for traction as needed. All operating gates and doors shall be kept clear as needed for efficient operation.

- (c) **Exercise Courtyards**
In detainee exercising courtyards snow will be removed by hand or by rubber tired wheeled loader. Vehicle access gates are available to each courtyard. Snow shall be removed to bare pavement in these areas. It may not be stockpiled against or near fences or gates. Detainees may be used for hand labor.
 - (d) **Perimeter Fence**
The perimeter fence area is a double chain link fence with concertina wire on top and a vehicle pathway in between. The surface is characterized by having grass or gravel surfaces but it is not designed for all-weather vehicle traffic. Below grade electronic systems may be damaged by overweight vehicle traffic. The area includes inside of the inner fence, between the fences, and 5 feet outside of the outer fence. When it accumulates to 24 inches deep, snow will be removed in this area down to a level of 12 inches, including drifts against fences exceeding two feet deep. It must be trucked away or dumped over the fence and double handled for disposal. It may not be stockpiled against fences. Fence height is 4.2 meters. Compaction of snow in place is acceptable to attain the 12-inch maximum depth.
 - (e) **Perimeter Road**
The perimeter security/fire access road is all-weather, gravel surfaced. It must be kept open for emergency vehicle access. When snow accumulates to 6 inches or more, it shall be removed to a depth of 3 inches or less. It may be bladed to a windrow to the outside of the perimeter but must not be left in large piles.
 - (f) **Disposal**
Snow removed by loader or truck shall be removed from the site and disposed in accordance with State of New York and local regulations. Limited stockpiling may be done on site such that as it melts it will drain into the stormwater detention structure. Travel lanes will not be blocked by snow piles or windrows without prior approval of COTR/CO.
4. **Other Snow and Ice Removal Tasks**
- (a) **Secondary Drifted Snow**
The Contractor shall remove drifted snow from areas previously cleaned. The Contractor shall return to remove snow and ice from areas which were obstructed when the area was originally cleaned and remove the snow from the previously obstructed area.
 - (b) **Obstructions to Plowing**
The Contractor shall provide all coordination necessary to remove obstructions to

allow snow and ice removal unless otherwise instructed by the COTR/CO.

(c) Ice Traction Control

The Contractor shall sand or salt all icy roads, drives, sidewalks, parking lots, streets, steps, gates, entrance ways and handicapped ramps as needed. The Contractor shall apply abrasives or chemicals for ice control according to priorities established in the snow removal plan. The type of abrasives or chemicals (sand, salt, calcium chloride, etc.) are subject to review and approval by the COTR/CO. The Contractor shall supply sand barrels and sand (or other abrasives or chemicals) as established in the snow removal plan, subject to COTR/CO approval.

(d) Snow Control Devices

The Contractor shall erect snow fences as needed to prevent snow drifts across roads, security fences and other access areas and shall erect markers for identifying culverts, fire hydrants and other obstructions to ensure that snow is cleared from these areas and to prevent damage of these items by snowplows.

5. Snowfall Depth Criteria

The basic criteria for an annual snowfall amount shall be 95 inches as measured by the Weather Service at the Genessee County Airport. The snow year shall be based upon one winter weather cycle from October through May, and shall not be based upon a calendar year. If the total for the snow year exceeds the amount specified the Contractor shall be entitled to request additional compensation for each 3 inch increment in accordance with the cost proposal submitted. The basic annual cost proposal shall include all snow and ice expenses up the specified amount.

Average Monthly Snow Fall for Buffalo New York (includes Batavia area)

Month	Annual	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Normal	91.5	0.2	9.9	23.8	25.7	18.2	10.3	3.1	0.3
Year		1972	1976	1985	1977	1958	1993	1975	1989
Maximum Extreme		3.1	31.3	68.4	68.3	54.2	29.3	15.0	7.9

Data source: Buffalo Office, National Weather Service

The table also provides the maximum extreme snowfall for each month as recorded at the National Weather Service in Buffalo. These factors are for planning of potential snowfall emergency requirements only.

SUBSECTION 11
ENTOMOLOGY & PEST CONTROL

A. Purpose

It is the purpose of this contract to obtain Pest Control Services at the facility by means of a combination of fixed-price and indefinite quantity type of pricing.

B. General Requirements

The Contractor shall furnish all labor, supervision, tools, materials, equipment, and transportation necessary to provide Pest Control Services as required by the contract and described herein.

1. Pest Control

The work to be accomplished within the scope and intent of this specification is all control by chemical, mechanical or other means of insects, vermin, animals and reptiles. The Contractor shall be licensed by the State of New York to provide pest control in the categories specified in this contract. All work shall be performed under the superintendence of a certified, responsible individual, and in accordance with Federal, State, and local laws and requirements. All pesticides shall be procured, processed, handled, and applied in strict accordance with the manufacturer's label which shall be registered with the Environmental Protection Agency and applicable state Lead Agency for enforcement of the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). All pest control operations shall be recorded daily.

2. Responsiveness

The Contractor shall only respond to service requests or work orders originating from the COTR/CO.

(a) Site Identification

During regular scheduled work, such as treatment of living quarters, the COTR/CO may designate specific units to be treated within the normal course of the working day.

(b) Retreatment Requests (callbacks)

The Contractor shall, within 24 hours (Sundays and holidays excepted) after receiving notice from the COTR/CO, and at no additional charge to the Government, retreat previously treated areas when inspection reveals that inadequate control was obtained with the initial treatment. There is no limit to the number of callbacks for retreatment of control failures.

(c) Pesticide Applications

All pesticide applications shall be made by certified or trained personnel.

- (d) **Pesticide Disposal**
The Contractor shall dispose of all pesticides, rinse water, and containers in accordance with the label instructions. Pesticides shall not be disposed of on the facility premises unless specifically allowed and at the site designated by the COTR.
- (e) **Pesticide Spills and Decontamination**
The Contractor shall be responsible for properly cleaning, decontaminating, and reporting pesticide spills.
- (f) **Integrated Pest Management (IPM)**
Where appropriate, the Contractor shall use a variety of control methods in an effort to minimize and enhance the effectiveness of pesticides.
- (g) **Specification Changes**
As technology improves and new materials and methods become available, it may become necessary to alter the specifications of this contract to accommodate such changes which would reduce reliance on chemicals, or utilize safer materials.
 - (1) The Contractor shall recommend specification changes to the COTR/CO whenever:
 - (i) newer, safer, and more effective methods become available,
 - (ii) more selective pesticides become available,
 - (iii) less toxic and more persistent pesticides become available.
 - (2) All changes of materials shall receive prior approval of the COTR before use.
- (h) **Notification of Actual or Potential Pest Problems**
The Contractor shall report to the COTR any evidence of pests or conditions conducive to pest infestation which are not covered in the contract at the time such condition is first noticed.

C. Frequency of Service

The Contractor shall be responsible for recommending service intervals and levels of service for each of the essential components of scheduled pest service.

D. Materials and Equipment

The Government will not provide tools or equipment to the Contractor. The Contractor shall, at all times, furnish sufficient equipment, accessories, attachments, and parts as necessary to

perform work required by the contract. Such equipment and the use of that equipment shall be subject to the inspection and approval of the Government representative prior to and during the life of the contract.

1. Pesticides

All pesticides used by the Contractor shall be registered with the EPA and appropriate New York agency for the use intended. All pesticides to be used and any changes in pesticide usage shall have the approval of the COTR/CO prior to pesticide service. All pesticide usage shall be in strict conformance with label directions. The Contractor shall maintain a label book of pesticides used and have it readily available at all times.

2. Pesticide Dispersal Equipment

All pesticide dispersal equipment, including bait stations and trays, shall be clearly and plainly marked with "DANGER"... "PESTICIDES," or as required by applicable regulations. Markings shall be in languages other than English as directed by the COTR/CO.

3. Vehicles

All Contractor vehicles while in use for this contract, whether on or off the facility, shall comply with the following minimum standards in addition to all local, New York State and Federal regulations.

- (a) Safety Equipment. Vehicles used to transport pesticides shall be equipped with a fire extinguisher, spill and decontamination kit, and emergency wash water.
- (b) Security. All pesticides carried on vehicles shall be secured in locked compartments at all times on the facility premises. Vehicles shall not be left unattended at any time unless properly locked and secured.
- (c) Appearance. All vehicles shall be maintained with a clean and orderly appearance, free from observable pesticide spills, residues, or buildup. Vehicles shall not be cleaned or washed on Government property unless otherwise specified.

E. Essential Service Components

Unless specified otherwise, all services designated as "scheduled" shall be included in the fixed-price portion of the contract, and all services designated as "unscheduled" shall be subject to indefinite quantity pricing. All of the requirements of this contract shall include the following components each time service is rendered:

- 1. A complete inspection shall be made of the site.
- 2. Identify pests, visible pest damage, or any potential for pest infestation.

3. Determine the extent of the pest problem.
4. Render treatment as appropriate to control, prevent, or otherwise mitigate the pest(s).
5. Evaluate the effectiveness of the treatment.

F. Nuisance Pest Control

Provide pest control service on a scheduled basis for the control of cockroaches, ants, silverfish, spiders, mice, rats, etc. When infestations are found, the Contractor shall perform follow-up inspections and, if needed, retreatment.

1. Industry Practices

The Contractor shall utilize regular industry practices by applying pesticides and/or other methods to obtain the control required.

2. Scheduling

The Contractor shall notify the COTR/CO of the date and starting and completion time of the operation four to seven days ahead of the scheduled date. All required preparation actions shall be listed on the notification. Areas not prepared shall not be treated until they are prepared. It is the Contractor's responsibility to coordinate sufficiently to assure that buildings to be treated are properly prepared.

3. Minimum Acceptable Level of Control:

- (a) The premises should remain virtually free of cockroaches. If an infestation is located by Contractor personnel during the scheduled inspection and treatment, and a follow-up treatment is required, the follow-up treatment shall be scheduled and the schedule provided to the COTR/CO.
- (b) Ants. Control shall be established within 30 days and the site shall remain virtually free of any infestation. If an infestation is located by Contractor personnel during the scheduled inspection and treatment, and a follow-up treatment is required, the follow-up treatment shall be scheduled and the schedule provided to the COTR.
- (c) Other Arthropod Pests. Control shall be achieved within two treatments (except that additional treatments may be necessary for fleas). "Control" is defined as less than two sightings of the target pest during a 30 day period.
- (d) Rodents. Control shall be established within 30 days and remain free of infestation for the duration of the contract.

G. Structural Pest Control

1. Scheduled Services
 - (a) The Contractor shall perform an in-depth inspection of all facilities every year for termites, wood destroying fungi, and powder post beetles. The findings of each inspection of a structural unit shall be noted in a written report, including negative finding and shall be provided to the COTR/CO within five workdays.
 - (b) The minimum output shall be a written report with graph or description of location, nature and extent of infestation and damage.
2. Unscheduled Service
 - (a) Subterranean Termite Control. Provide control of subterranean termites, according to the provisions of MO-310.
 - (b) Powder Post Beetle Control. Provide control of powder post beetles according to the provisions of MO-310.
 - (c) Warranty. The Contractor shall provide the Government with a written warranty, in acceptable form, for each building or building unit treated for subterranean termites and/or powder post beetles, good for a period of no less than five years, guaranteeing retreatment of any subsequent infestation.
 - (d) Drywood Termite Control. The Contractor shall ensure that proper techniques and procedures are followed and precautions are taken to prevent injury to any person and damage to property as a result of work accomplished under this section.

H. Unscheduled Miscellaneous Pest Control

1. Animal Control.

The Contractor shall provide pest control services for the removal from the facility premises of feral and wild animals, including skunks, opossums, raccoons, snakes, and domestic cats and dogs. The Contractor shall utilize cage-type live traps or other techniques that do not harm the captured animal. Leg-hold steel traps shall not be used. Captured domestic cats and dogs shall be taken to the Animal Shelter. Other animals shall be humanely disposed of.

2. Carcass Disposal

Remove all dead or dying rodents or other animals from the installation and dispose of in accordance with local ordinances. Recovery and disposal shall be made within 24 hours

after notification of presence of dead or dying animals. When noxious odors indicate the presence of dead rodents or other animals in inaccessible areas, locate and remove carcass or apply an effective deodorizer within 4 hours after notification.

3. Service Calls

Service calls shall be responded to for problem identification within 8 hours of normal working hours and problems treated within 2 working days.

I. Records and Reports

The Contractor shall prepare, submit, and maintain daily records of all pest control operations, both chemical and nonchemical. These forms shall be filled out daily as operations are performed, and all entries must be completed within 24 hours of performance. Completed forms shall be made available upon request for inspection, and shall be forwarded to the COTR with the monthly invoice each month following the month of operation. Forms which are rejected by the COTR due to improper preparation shall be resubmitted by the Contractor at no additional cost to the Government.

END OF SECTION C

PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far.

(End of clause)

- 52.246-2 Inspection of Supplies - Fixed Price (AUG 1996)
- 52.246-4 Inspection of Services - Fixed-Price (AUG 1996)
- 52.246-6 Inspection - Time and Material and Labor Hour (MAY 2001)

E.2 Inspection by the Government

The Government has the right to inspect the services provided by the Contractor's personnel. The COTR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COTR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seize documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government will not unduly disrupt or delay Contractor work when inspecting.

E.3 Methodology Used To Monitor The Contractor's Performance – See Attachment 4 in Section J

100 Percent Inspection: This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

Random Sampling: This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

Periodic Inspection: This method sometimes called "planned sampling," is appropriate to evaluate tasks only at a set time such as the first day of every month.

Customer Complaint: This method is for evaluating highly visible service. There is no recurring

plan to sample. The end user, rather than the COTR, selects the sample.

E.4 Customer Complaint Form

The COTR will use the Customer Complaint form to investigate and substantiate each event in accordance with the specifications of the contract.

The COTR will forward copies of all completed Customer Complaint forms to the Project Manager within the next workday. The Project Manager will acknowledge receipt of the form in writing. If the Project Manager does not agree with the evaluation or corrective action is required, then the Project Manager will respond in writing to the COTR within three working days.

E.5 Analysis Results

The tasks to be evaluated are found in the Performance Requirements Summary (PRS), Section J – Attachment 5, and include the surveillance methods and value of each service required by the PWS.

The CO will review each Quality Assurance performance reporting form prepared by the COTR. The CO may discuss every unsatisfactory score with the Contractor to assure the Contractor corrects either through re-performance or by reforming the method of performance the Contractor will use in the next performance period.

END OF SECTION E

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far.

(End of clause)

52.242-15 Stop-Work Order (AUG 1989)

F.2 Period of Performance

The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed and continues for a period of 12 months.

F.3 Post-Award Conference

Prior to beginning the work, the Contractor shall meet on-site with the Contracting Officer, COTR and other appropriate representatives of the INS to review the performance requirements and:

- the mission of INS
- the post positions
- the operational forms
- security control and alarm systems as well as the fire alarm systems
- emergency procedures
- the INS notification process

F.4 Notice to the Government of Delays

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing. The Contractor shall give pertinent details. This data is information only. Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights, or remedies provided by law or under this contract.

F.5 Report Cards on Contractor Performance

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract

requirements and specifications, adherence to contract schedules, commitment to customer satisfaction.

For active contracts valued in excess of \$100 Thousand, Federal agencies are required to evaluate Contractor performance (issue report cards). The Government completes and forwards report cards to the Contractor for review within 30 calendar days after the end of the contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Report cards will be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

F.6 DELIVERABLES OF WRITTEN DOCUMENTATION

<u>ELIN</u>	<u>Description</u>	<u>Section C/ Subsection Ref.</u>	<u>Time of Delivery/ Days After Award</u>	<u>No. of Copies</u>
A001	Documentation of detainee training	C.1.(c) & E.4	Upon request	1
A002	Uniform samples	C.2.(a)	Prior to use	1
A003	Employee resignation/ termination/transfer/ suspension/personnel action	C.2.(b)	Immediately	1
A004	Report of employee(s) in violation of or attempt to violate standards of conduct	C.3.(e)	Immediately	1
A005	Employee's certification of reading standards of conduct	C.3.(f)	Prior to EOD	1
A006	Completed employee suitability forms	D.2.	60 days prior to EOD	as stated
A007	Notice of withdrawn application/change in status	D.4.	Immediately	1
A008	Documents & certifications of each employee's compliance with terms & conditions of employment	D.	Prior to EOD	1

<u>ELIN</u>	<u>Description</u>	<u>Section C/ Subsection Ref.</u>	<u>Time of Delivery/ Days After Award</u>	<u>No. of Copies</u>
A009	Draft management plan/ final management plan of all work activities and SOP	E.1.	15 days/within 90 days of starting work	2
A010	Quality Control Plan	F.1.	15 days/changes as occur	2
A011	Weekly QC inspections report	F.2.	Upon completion	2
A012	35-day cycle menu certified by a registered dietitian	2.D.	14 days prior to start of food svc/annually/changes as req'd	1
A013	Emergency food service plan	2.L.	10 days after start of work	1
A014	Monthly commissary records	3.B.7.	5 days after EOM	1
A015	Inventory of all custodial tools, materials and chemicals expended	4.A.	Weekly	1
A016	Custodial work schedule	4.E.2.	15 days/changes due 3 days prior to performance	1
A017	List of proposed cleaning materials	Att. 2 to Subsection 4	15 days	1
A018	Recycle Materials Program	5.C.2.	30 days	1
A019	Monthly recycling and trash report	5.F.1.	3 days after EOM	1
A020	Description of laundry chemicals/cleaning products	6.C.3.	Prior to usage	1
A021	File with list of all facility equipment, including manufacturers' literature and service call forms	8.B.4.	Filed within 10 days of completed transaction	1

<u>ELIN</u>	<u>Description</u>	<u>Section C/ Subsection Ref.</u>	<u>Time of Delivery/ Days After Award</u>	<u>No. of Copies</u>
A022	Preventive Maintenance Inspections forms file	8.B.4.	Filed within 2 days after completion of each PMI	1
A023	Request for use of factory reconditioned parts	8.D.3.	As required	1
A024	Record of power, water, fuel consumption and operation/maintenance/repair of major equipment	8.E.4. & 8.J.1.	Daily/monthly	1
A025	Report of incidents of fire/emergency/other alarms	8.F.2.	Immediately	1
A026	Monthly PMI work schedule	8.G.2.	10 days prior to start of month for schedule/ 5 days after completion for findings	1
A027	Report of inspection of standpipes, sprinkler heads, fire pumps, etc.	8.G.7.	Within 7 days of inspection	1
A028	Work order completion summary	8.I.2.	Bi-monthly	1
A029	Pest Control material changes	11.B.2.(g)	As required-prior to use	1
A030	Evidence of pests in facility not covered by contract	11.B.2.(h)	When first noticed	1
A031	Pesticide listing/changes	11.D.1.	Prior to service	1
A032	Notification of pest control actions/retreatments	11.F.2. & 3.	4-7 days prior to scheduled date	1
A033	Findings of inspection of structure and warranty information	11.G.1. & 2.	Within 5 days after inspection	1

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<u>ELIN</u>	<u>Description</u>	<u>Section C/ Subsection Ref.</u>	<u>Time of Delivery/ Days After Award</u>	<u>No. of Copies</u>
A034	Record of pest control operations	11.I.	Daily	1

END OF SECTION F

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contract Administration:

- A. After award, the contract will be administered by the Administrative Contracting Officer.
- B. Successful Contractor shall, after receipt of contract, direct all questions concerning the contract to:

Administrative Contracting Officer
Immigration & Naturalization Service
Administrative Center Burlington
Contracting & Procurement Branch
70 Kimball Avenue
South Burlington, VT 05403-6813

G.2 Contracting Officer's Technical Representative (COTR)

- A. The Contracting Officer's Technical Representatives (COTRs) below are designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, they shall not be authorized to change any terms and conditions of the resultant contract, including price.
- B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with paragraph G.3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

JAR 2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)

- (a) TO BE NAMED AFTER AWARD is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COTR does not have the authority to alter the contractors' obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the

agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.
(End of Clause)

G.3 Submission of Invoices:

The Immigration and Naturalization Service will pay for services rendered under this contract satisfactorily performed. When invoicing on a bi-weekly or monthly basis, the Contractor shall include the required information with the actual number of services performed at the agreed to contract price. One invoice shall be submitted for the contract line items #0001-0005B that are funded via individual task orders quarterly and include the task order number clearly marked on the invoice. A second invoice for contract line items #0006-0017 that are funded yearly on the contract shall be submitted and clearly reference the contract number. ~~The original invoices must be sent to the Contracting Officer's Technical Representative (COTR) identified in paragraph G.2 above for services received certification, and who in turn, will send to the Contract Specialist for forwarding to the Dallas Finance Center for payment.~~

~~The duplicate original (clearly marked "Duplicate Original") must be sent to the Contract Specialist in the Contract Administration office.~~

END OF SECTION G

ADD mod 9
New

PART I - THE SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Bargaining Agreement

The Contractor agrees to provide the Contracting Officer, upon request, a copy of any collective bargaining agreement applicable to employees performing on this contract.

H.2 Modification Authority

The Contractor shall not accept any modification of the terms, conditions, and/or clauses of this contract issued by any person other than the Contracting Officer.

H.3 Employment of Unauthorized Aliens

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

H.4 Indemnification

A. Responsibility for Government Property

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

B. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all

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

C. Government's Right of Recovery

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

D. Government Liability

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

H.5 Insurance

Insurance: Policies shall contain an endorsement to the effect that cancellation or other material change adversely affecting the interests of the Government shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. Prior to performance of any services under this contract, the Contractor is required to provide the Contracting Officer with certificates evidencing required coverages described herein:

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

- A. **Worker's Compensation and Employer's Liability Insurance:** Contractors are required to comply with applicable Federal and State Workers' Compensation and Occupational Disease statutes. If Occupational Diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except

when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit Workers' Compensation be written by private carriers.

- B. **General Liability Insurance:** Contractors are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- C. **Automobile Liability Insurance:** Contractors are required to have automobile insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.6 Removal of Contractor's Employees

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Contracting Officer may require that the Contractor remove from the Government job employees who endanger persons or property, or whose employment under this contract is inconsistent with the interest of INS security.

H.7 Permits and Licenses

In performance of work under this contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, and Municipal laws. The Contractor is to be licensed in the State of contract performance, if such licensing is required by the State.

H.8 Incorporation of Section K by Reference

This contract incorporates Section K - Representations, Certifications and Other Statements of Offerors by reference with the same force and effect as if they were included in full text.

H.9 Ordering Activity

Supplies or services to be furnished under this contract shall be ordered by Administrative Center Burlington Contracting Officers.

H.10 Pricing of Modifications

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, a justification therefore will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

H.11

The Contractor shall not assign nor permit any employee to work under this contract more than a total of 12 hours of any 24 hour period, or as directed by the COTR. This shall include time employed not within the scope of this contract. All employees shall have a continuous eight (8) hour rest period within each twenty-four (24) hour period.

END OF SECTION H

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
www.arnet.gov/far.

(End of clause)

- 52.202-1 Definitions (OCT 2001)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontract Sales to the Government (JUL 1995)
- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
- 52.215-2 Audit and Records – Negotiation (JUN 1999)
- 52.215-8 Order of Precedence – Uniform Contract Format (OCT 1997)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
- 52.215-19 Notification of Ownership Changes (OCT 1997)
- 52.216-18 Ordering (OCT 1995)
 - (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued throughout the life of the contract from the Notice to Proceed date to include options listed in the Schedule B, if exercised.
- 52.216-19 Order Limitations (OCT 1995)
 - (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 95% of those quantities listed in Section B, The Schedule, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum Order. The Contractor is not obligated to honor-

- (1) Any order in excess of the base quantities, listed in Section B, The Schedule, by more than five (5) percent.
 - (2) Any order or a combination of orders in excess of five (5) percent over the schedule amounts.
 - (3) A series of orders from the same ordering office within (1) week that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
 - (d) Notwithstanding paragraph (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- 52.216-21 Requirements (OCT 1995)
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the effective period of the contract.
- 52.217-8 Option to Extend Services (NOV 1999)
- 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
- (a) The Government may extend the term of this contract by written notice to the Contractor within the period of time specified in the Schedule, provided, that the Government shall give the Contractor a preliminary notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
 - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.
- 52.219-8 Utilization of Small Business Concerns (OCT 2000)
- 52.219-14 Limitations on Subcontracting (DEC 1996)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.222-3 Convict Labor (AUG 1996)
- 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (SEP 2000)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (APR 2002)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998)

- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)
- 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
- 52.223-5 Pollution Prevention and Right-to-Know Information (APR 1998)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (AUG 2000)
- 52.223-14 Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.228-5 Insurance - Work on a Government Installation (JAN 1997)
- 52.229-4 Federal, State, and Local Taxes (Noncompetitive Contract) (JAN 1991)
- 52.229-5 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
- 52.232-1 Payments (APR 1984)
- 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2002)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (FEB 2002)
- 52.232-34 Payment by Electronic Transfer – Other Than Central Contractor Registration (MAY 1999)
 - (b) (1) The Contractor shall provide this information directly to the office designated in this contract to receive that information concurrent with the submission of the first request for payment.
- 52.233-1 Disputes (DEC 1998)
- 52.233-3 Protest After Award (AUG 1996)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes - Fixed-Price (AUG 1987) Alternate II (APR 1984)
- 52.243-3 Changes – Time-and-Materials or Labor-Hours (SEP 2000)
- 52.243-7 Notification of Changes (AUG 1984)
- 52.244-2 Subcontracts (AUG 1998)
- 52.245-4 Government-Furnished Property (Short Form) (APR 1984)
- 52.246-25 Limitation of Liability – Services (FEB 1997)
- 52.248-1 Value Engineering (FEB 2000)

- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (SEP 1996)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

I.2 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only; it is not a wage determination.

<u>Employment Classification</u>	<u>Wage Rate</u>	<u>Fringe Benefits</u>
Food Service Administrator GS-1667/11	\$22.42	26%
✓ Cook Administrator WS-7404/8 <i>COOK 2</i>	22.06	
✓ Cook WG-7404/8	16.55	
✓ Maintenance Mechanic Supervisor WS-4749/10	23.86	
✓ Maintenance Mechanic WG-4747/10	18.35 <i>18.75</i>	
Laundry Worker WG-7304/7	15.65	
✓ Material Handler WG-6907/6	14.75	
✓ Gardener WG-5003/8	16.55	
✓ Pest Controller WG-5026/8	16.55	

I.3 52.244-6 Subcontracts for Commercial Items and Commercial Components (MAY 2002)

- (a) Definitions.
 - “Commercial item,” has the meaning contained in the clause at 52.202-1, Definitions.
 - “Subcontract,” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a).
 - (iv) 52.222-36, Affirmative Action for Workers With Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
(End of clause)

I.4 JAR 2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (JUN 1996)

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractor to appraise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, Contractor are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontract employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and

the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

- (e) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Notice contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and Local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

END OF SECTION I

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

- J.1 Attachment No. 1 – Department of Labor Wage Determination No. 2001-0124, Revision No. 1, dated 05/09/01. (1 page)
- J.2 Attachment No. 2 – Collective Bargaining Agreement between Koosniic Joint Venture and Local 200-C, Service Employees International Union, AFL-CIO, CLC, effective March 5, 2001 through March 4, 2004. (19 pages)
- REMOVED J.3 Attachment No. 3 - Disclosure of Lobbying Activities. Offeror shall complete and submit with offer Standard Form LLL and LLL-A, Disclosure of Lobbying Activities, if any of the conditions in FAR 52.203-11 and 52.203-12 apply that require submission. (2 pages)
- J.4 Attachment No. 4 - Quality Assurance Surveillance Plan (QASP). (10 pages)
- J.5 Attachment No. 5 - Performance Requirements Summary (PRS) or Quality Assurance Scoring Sheets. (11 pages)

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2001-0124
Revision No.: 1
Date of Last Revision: 05/09/2001

State: New York

Area: New York County of Genesee

Employed on INS contract for base operations support and food services:

Collective Bargaining Agreement between Koosniic Joint Venture and Local 200-C, Service Employees International Union, AFL-CIO, CLC, effective March 5, 2001 through March 4, 2004.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

by and between

KOOSNIC JOINT VENTURE

and

**SERVICE EMPLOYEES
INTERNATIONAL UNION
AFL-CIO,CLC,LOCAL 200-C**

OLD
CBA

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AGREEMENT

This agreement is between Koosniic Joint Venture at the Buffalo Federal Detention Center hereinafter called "Koosniic", and Local 200-C of the Service Employees International Union, AFL-CIO, CLC, hereinafter call the "Union".

It is the intent and purpose of this agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

The use of the male or female gender of nouns or pronouns in the Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 1 – RECOGNITION

Section 1. Pursuant to and in accordance will all applicable conditions of the Code of Federal Regulations, Department of Justice Regulations, and the Service Contract Act Provisions, the Employer recognizes the Union as the sole exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2. The bargaining unit shall consist of all hourly regular full-time, part-time, intermittent part-time, and temporary non-probationary eligible employees, employed at the Buffalo Federal Detention Center. Excluded shall be Salaried Management employees, Confidential employees and Management Confidential personnel.

Section 3. Regular Full-time, Regular Part-time, Temporary, and Intermittent Part-time Employees. Regular full-time employees are defined as an employee who works forty (40) hours of more per week on a regular recurring basis throughout the calendar year. Regular part-time employees are defined as those employees who work a regularly scheduled work wee between twenty (20) and thirty-one (31) hours on a normal recurring basis throughout the year. Regular part-time employees are entitled to a pro rata share of vacation and holiday pay based on the number of hours worked, plus fringe pay. Temporary employees are defined as those hired for a specified temporary time, usually not to exceed on hundred eighty (180) days.

ARTICLE 2 – UNION SECURITY AND CHECKOFF

Section 1. The Employer will make available to all employees entering the bargaining unit a copy of the Agreement, calling their attention to the fact that Local 200-C of the Service Employees International Union, AFL-CIO, has been recognized as the exclusive bargaining representative for all employees in the bargaining unit. Copies of the agreement are to be distributed within a reasonable amount of time, after the execution of the agreement.

Section 2. All employees—who are, or who become, members of the Union shall, as a condition of continued employment, maintain their membership in the Union in good standing during the term of this Agreement. Good standing shall mean only the payment or tender of regular initiation fees and periodic dues uniformly required by the Union's constitution as a condition of acquiring and maintaining membership.

Section 3. All employees will, as a condition of continued employment, make application for membership in the Union upon completion of ninety (90) days of employment.

Section 4. The Union shall notify the employer in writing of any employee who fails to assume or maintain the obligations of membership set forth in this Article.

Section 5. The Union shall hold the Employer harmless from any and all liability, damages, suits and the cost of defending itself in any such suits or actions arising from the discharge of any employee at the request of the Union pursuant to the provisions of this Article.

Section 6. The Union will initially notify the Employer as to the amount of dues to be deducted. Such notification will be certified to management in writing over the authorized signature of the officer and officers of the Union. Changes in the Union membership dues rates will be similarly certified to the Employer and shall be done at least two (2) pay periods in advance of the effective date of change.

Section 7. Deductions of Union dues from the members' pay checks shall be done every pay period not to exceed the amount certified to the Employer.

ARTICLE 3 – RIGHTS AND FUNCTIONS OF MANAGEMENT

Except as otherwise provided in this Agreement, nothing shall be deemed to limit the Employer in any way in the exercise of the customary functions of management, including the right to make such reasonable rules and regulations as may be deemed necessary in the Employer's sole discretion for the successful performance of the INS contract and the operation of the facilities covered under the contract.

ARTICLE 4 – SPECIAL MEETINGS

Section 1. The Employer and Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) work days of the receipt of the written request, unless both parties mutually agree to extend the time period.

Non-employee union representatives are allowed access to the facility by receiving gate clearance from Koosniic management. The parties will give adequate notice to the INS of union representatives' visits to the facility.

ARTICLE 5 - UNION STEWARDS

Section 1. The Union shall have the right to designate one (1) Steward and one (1) alternate Steward for this bargaining Agreement with the understanding that if the workforce increases one (1) new Steward will be added for each additional twenty (20) workers. The Union shall submit to the Employer in writing the names of all such Stewards. The authority of the Stewards shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the handling of such Union business as may be delegated to them from time to time by the Union. A Steward does not have the authority to call a strike, work stoppage, slowdown, or any other interference with the Employer's business. The conduct of Union business will be held at the end of the shift, and such hours spent shall not be compensated by the employer.

Section 2. The Chief Steward shall have the same privileges as Stewards when any grievance has been processed within the grievance procedure. In the event the regularly assigned Steward is not available, the Chief Steward may act on his behalf at Step 1 of the grievance procedure.

ARTICLE 6 - NOTICE TO EMPLOYER AND EMPLOYEES

Section 1. All official notices and correspondence between Koosniic and Service Employees International Union will be addressed to the Employer's and Union's corporate offices.

Section 2. If INS grants approval, the Employer shall provide space for one appropriate quality (i.e. a locked and enclosed) bulletin board of a maximum size of three (3) feet by four (4) feet for the exclusive use of the Union for the posting of notices of meetings, bulletins and other Union matters, said space shall be provided in the Muster Room. The Union agrees that the bulletin board space so provided shall be used exclusively for matters relating to the bargaining unit described in Article 1, and shall not be used for the posting of anything derogatory to the Employer, its management, its employees, its subcontractors, or its customers. The employer may eliminate the space so provided if any derogatory posting appears.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

A. In the interest of resolving all employee and Union disputes, complaints or grievances (hereinafter referred to collectively as "grievances") in connection with the interpretation or application of the terms of this Agreement, the parties have settled upon the following orderly and peaceful procedures:

STEP ONE:

The employee shall within five (5) working days of the act on which the grievance is based report to his project manager (with or without the Steward) and shall notify the Steward of the grievance. The Steward shall immediately investigate and ascertain whether the grievance has merit, and shall report the results thereof to the Local Union Business Manager or designee. The Union shall be sole

judge as to the validity of any grievance. In the event the Business Manager, or designee, believes the grievance has merit, he shall attempt to resolve the dispute informally with the Employer's project manager or designee within five (5) working days after the employee's notice to the steward. If the dispute is not resolved within that period of time, the grieving party shall reduce the grievance and reasons therefore to writing and the Union may refer the matter to Step Two.

STEP TWO: A formal meeting with the Project Manager, employee with grievance, Steward, and Business Manager or their designees to resolve the grievance. If no satisfactory settlement is agreed upon within five (5) additional working days, refer to Step Three.

STEP THREE: The Union shall refer the written grievance to the Employer's managing partner or designee. If no satisfactory settlement is agreed to within ten (10) additional working days, refer the matter to Step Four.

STEP FOUR: An Arbitrator mutually acceptable to the Union and Employer will be chosen within ten (10) working days after the Union notifies the Employer of its request to arbitrate.

If the Employer and the Union cannot agree on an arbitrator within that period, the Union may contact The Federal Mediation and Conciliation Service and request a list of local arbitrators.

The Employer and Union then shall select the arbitrator using the FMCS selection procedures. The parties hereby express their strong preference for labor arbitrators who reside in New York. The Employer and Union will share equally in the fees and expenses of the arbitrator, but each party shall bear its own costs and attorneys fees, if any. Employees who are called as witnesses by the Union during scheduled work hours will be compensated for lost hours by the Union. Likewise, employees called by the Employer will be paid by the Employer at the regular rate of pay. The decision of the arbitrators shall be final and binding under the Uniform Arbitration Act.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

Section 1. The Employer shall not discipline or discharge any employee represented by the Union solely for activities of the employee on behalf of the Union or pursuant to this Agreement, provided that the activities are lawful and do not otherwise violate this Agreement or the Employer's policies or rules of conduct. The Employer shall not discharge any employee represented by the Union except for cause, which includes directives from INS regarding the suitability of the employees. Except for conduct warranting immediate termination, the

Employer shall give at least one (1) verbal warning and one (1) written warning notice to the employee of violation of Employer's policies or rules of conduct before suspending or discharging an employee. A copy of the warning notice(s) shall be sent to the Union and to the steward representing the employee [(as set forth in Article 8, Section A.). A verbal warning or counseling shall become and remain a basis for a written warning or suspension for a period of one (1) year following the employee's receipt of the verbal warning. A written warning or suspension shall become and remain a part of the employee's record and either the written warning or suspension, as the case may be, shall be the basis for further discipline, including discharge of the employee for the period of one (1) year following the date of the written warning or the last day of the employee's suspension, whichever is later. After the one-year period following a disciplinary action all references to that action shall be removed from the employees personnel file. Examples of acts which may cause immediate termination are:

1. Notification by INS of a rescision of the employee's security clearance.
2. Drunkenness (including drinking during working hours) or being under the influence of liquor or drugs during working hours or bringing intoxicants or drugs into the Employer's place of business or job site.
3. Engaging in any activity prohibited by Article 20, No Strike Clause.
4. Theft or dishonesty.
5. Falsification of records.
6. Assault on an employee or Employer's representative or any civilian INS officer, agent or employee or other federal agency, or any other act of violence on the job.
7. Carrying concealed weapons into the Employer's place of business.
8. Sleeping while on duty.
9. Refusal to take or failure to pass any drug test authorized and required by law or Executive Order, or the Employer's Drug Free Work Place Policies.
10. Failure to report for work for three (3) consecutive workdays without notice to or prior excusal by the Employer. The employee's inability to communicate or report to work will cause employer to review the termination action.

Section 2. Upon request, employees will be allowed to review their personnel file, and with written permission, a union representative will be allowed to review personnel files.

ARTICLE 9 - SENIORITY AND PROMOTIONS, LAYOFF AND RECALL

A. The Employer recognizes the principle of protecting employees who have compiled the longest periods of continuous employment with the employer from reductions in work force, other considerations being equal. As used herein, seniority means the duration of the employee's continuous employment with the employer and its predecessors, including the probationary period after satisfactory completion of it. The Employer agrees that when reductions in work force are implemented, the seniority of employees will be a factor to be considered. The Employer will consider each employee's skills, experience, aptitude, efficiency, capability and seniority in deciding which employees to lay-off or recall. All other employment qualifications being equal, at the discretion of the employer, the employer agrees to lay-off employees in order of seniority, with the least senior employees being laid off first, and likewise to recall employees with the most seniority first.

B. The Employer recognizes the value of promoting from within the bargaining unit. The Employer may select and promote persons for or to non-unit positions in its absolute discretion. The Employer will review each qualified applicant's skills, experience, aptitude, efficiency and capability in deciding which person shall be promoted or transferred to the new position, provided, however, the Employer retains the right and obligation to fill positions with non-bargaining unit members where the Employer believes the non-bargaining unit member to be better qualified for the work.

C. The parties to this Agreement, recognizing the need for certain skills and technological knowledge to satisfactorily perform bargaining unit work, agree that seniority rights shall accrue after ninety (90) continuous working days from the date of hire, and shall be retroactive to date of hire.

D. Seniority may be lost by any of the following:

1. If an employee quits.
2. If an employee is discharged pursuant to the terms of this Agreement.
3. When an employee takes an unauthorized leave of absence or fails to timely return from an authorized leave of absence.
4. Absence from work for any unauthorized reason for more than two (2) days or when an employee is on layoff for six months or more.
5. If an employee fails to accept recall from lay-off within five (5) working days from receipt or attempted delivery of written notice, sent certified mail, by the Employer to the employee's last known address.

E. Promotions:

1. When the employer determines that a vacancy exists in any classification, a notice of the vacancy shall be posted for a period of six (6) working days, where time permits, in the normal posting locations. Any employee in the bargaining unit shall be permitted to sign the notice indicating his/her desire to be selected for the positions. The employer retains the right to seek employees in any additional manner.

2. In making a promotion to a position in the bargaining unit, the Employer will first give consideration to employees of the unit and selection will be made there from unless an outside applicant is better qualified.
3. The applications of all candidates will be reviewed with full regard given to each candidate's skills, abilities and experience. In making selections for promotion within the bargaining unit, the Employer agrees to promote the most senior employee, all other factors being equal.

F. Seniority Lists

The Employer shall supply the Union with an up-to-date seniority list every six (6) months.

ARTICLE 10 - WORKING HOURS

Section 1. Breaks. Employees are entitled to a fifteen (15) minute paid rest period for every four hours worked. Employees may designate when these rest periods will occur, so long as it does not seriously impact normal company operations, as determined by your Supervisor.

Section 2. Schedule Changes. Normal duty hours not be changed without giving employees personal notification; other than the posted schedule at least fourteen (14) calendar days notice of such change, unless operational needs dictate otherwise.

ARTICLE 11 - WAGES

Section 1. Wages for the employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A for the period of 3/4/01 through 3/4/03.

Section 2. Called in. An employee who is called to work and work is not available shall receive four (4) hours of pay.

Section 3. Scheduled Overtime. When an employee is scheduled to perform overtime, the employee shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours in the work week.

Section 4. Scheduling of Overtime. Overtime will be granted on an equal basis in the job classification in which the work occurs and overtime refusals will be counted the same as overtime worked in maintaining an equal basis of overtime distribution. A list of all employees will be posted on a bi-monthly basis showing their overtime worked/refused for the year.

Section 5. Direct Deposit. The Employer will allow employees the option of direct depositing their paychecks at a financial institution of the employee's choice.

The final paycheck will be hard copy delivered to the employee at the Koosniic office. All employer issued clothing, tools, I.D., access cards and keys shall be returned at the time the final paycheck is given to the employee.

ARTICLE 12 - PAY DAY

Pay Day will be bi-weekly, paid every other Friday. If payday falls on a weekend or holiday, then payday is the first business day prior to the payday. Employees shall be paid during working hours. It is understood and agreed, however, that if an employee elects to receive a hardcopy check when an employee is laid off, his wage becomes due within three (3) working days, Saturdays, Sundays and holidays excluded.

ARTICLE 13 - OVERTIME AND STANDBY TIME

A. All hours worked in excess of forty (40) hours a week, shall be paid at one and one-half (1 ½) times the employee's hourly rate. Paid vacation time and other time compensated but not actually worked shall not be included in over-time calculations. Overtime may not be worked without prior authorization by the Employer.

The number of hours of work and shift schedules will be so arranged to fit the requirements of the contracting agency.

B. Any employee scheduled to work, unless the Employer shall have taken reasonable steps to notify such employee that there will be no work, shall receive a minimum of four (4) hours pay at the regular straight time rate if the employee reports for work at the required time.

C. Meal periods of all bargaining unit employees shall be a minimum of on half (1/2) hour. The work day shall be scheduled in consecutive hours of work with the exception of the meal period. However, if continuous work action is ongoing, lunch may be delayed. The meal time is not compensated work time.

ARTICLE 14 - NO STRIKE AND NO LOCK OUT

A. There shall be no interruptions in, or impediments to, the Employer's operations, or any slowdowns, stoppages, strikes, sympathy strikes, refusal to cross picket lines established by any non-bargaining unit employees, or lockouts during the life of this Agreement arising out of such dispute or grievance. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided in Article 10 herein.

B. If any work stoppage, strike, slow-down or other job action occurs during the term of this Agreement, the Employer shall notify the Union by telefax of such action. After receipt of such notice, the Union shall use every reasonable means available, including, but not limited to the imposition of union discipline, to it to secure the cessation of the work stoppage, strike, slow-down or other job action. It shall be a violation of this Article for any employee to honor the picket line of any labor organization claiming to have a dispute with the Employer.

ARTICLE 15 - CLOTHING ALLOWANCE

The Employer will provide or make available the following apparel and equipment to the employees:

- A. 5 Sets of uniforms annually
- B. 2 Pairs coveralls annually for maintenance personnel
- C. One insulated jacket and gloves for life of contract for employees who work outside on a regular basis per life of contract
- D. \$75.00 annually for shoes for all maintenance personnel; plumber, electrician, HVAC technician maintenance workers, laborers, warehousemen, and order fillers.
\$50.00 annually for all other workers; food service, laundry, custodian and commissary staff.

ARTICLE 16 - HOLIDAYS

A. Employees shall be entitled to the number of paid holidays as identified in this article. In order for an employee to qualify for holiday pay he or she must work or be on paid leave on the day before and the day after the holiday. If one (1) of the holidays listed below falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation. If an employee is prevented from working on the workday immediately preceding or the workday immediately following a holiday because of illness attested to by a physician, or death in his/her immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse, parent, brother, sister and children).

B. The holidays as listed below will be observed as non-work days. Whenever such holidays as observed fall on a Saturday and the may be closed to public business on the preceding Friday or the succeeding Monday, then such Friday or Monday shall be deemed to be a holiday, in lieu of the stated holiday. Holiday pay for Christmas and New Year's will be considered "hours worked" for the purpose of calculating holiday pay.

Core Holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Floating Holidays:

Martin Luther King Day*
President's Day*
Columbus Day*
Veteran's Day*

(*Must be used in calendar year; prior to end of contract banked floating holidays must be paid to employee.)

C. Employees working on Christmas, New Year's or Thanksgiving shall receive time and one half for hours worked on these holidays, plus their holiday pay. (Note: This affects a Lead Cook, cook and food service worker per shift)

D. Employees not working on a holiday will receive the same pay as they would normally receive on a regular workday. If one (1) of the aforementioned holidays fall within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

E. Holiday pay shall be prorated as follows:

Holiday pay shall be paid on a pro-rata basis determined by the prior weeks average hours worked. (Example: employees with an average five (5) hours a day receive five (5) hours holiday pay). A maximum of eight (8) hours holiday pay per holiday will be paid, based on forty (40) hours worked per week.

ARTICLE 17 - LEAVES OF ABSENCE

A. Sick Leave

Effective March 1, 2001 and upon each subsequent anniversary of the contract, employees will be credited with 48 hours of sick leave per year. Employees may utilize such sick leave in four-hour increments for any illness or injury that may render the employee unable to work. After two (2) consecutive days of absence, the Employer may require medical evidence of an illness or injury. The Employer may counsel employees for excessive use or proven abuse of sick leave. Upon termination for any reason from the company, all unused accrued sick leave shall be paid to the employees. Sick leave is calculated on a total of six (6) days for every year. The calculation is based on taking the total number of hours worked and dividing it by .0231. (This number is derived by taking the maximum number of hour {6 days X 8 hours = 48 hours} and dividing it by the maximum number of hours available in a year, 2080.) The example is based on 1500 hours worked.

Example: $1500 \times .0231 = 34.65$ Sick Leave hours

B. Family Leave

The Employer shall make regular contributions per compensable hour (up to forty hours per week) to the SEIU health insurance plan on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act. In order to be eligible for such contributions, and employee must have worked for the Employer or its predecessor at the facility for a total of at least twelve (12) months and for at least 1,250 hours in the twelve month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked

by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

C. Jury Leave

Employees shall be entitled to twenty (20) working days per calendar year of paid jury duty to serve as a juror or witness. Employees are not entitled to jury leave for cases where they are a party to the action.

Employees receiving compensation for jury duty shall turn that money over to their employer, and receive full regular pay for the period that they were on authorized jury leave.

D. Leave of Absence Without Pay

An employee desiring a leave of absence from his employment shall secure written permission from the Employer. A leave of absence without pay may be granted by the Employer, in its sole discretion. A leave of absence may be granted, among other reasons, because of sickness, death in the immediate family, performance of Union duties (representative or delegate of the Local Union to conventions or participating as a member of a negotiating committee with the Employer), cases considered to be extreme hardship on the employee, maternity and military duty. This provision does not preclude the Employer from authorizing a leave of absence for a reason not listed herein per company policy or decision.

E. Military Leave

Employees entering the military or naval service, Red Cross or other combat relief service or conscripted civil service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the Universal Military Training and Service Act and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service providing they are physically and mentally capable of working.

An employee who is a member of a military reserve unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty not to exceed thirty (30) calendar days in any year. The employee will continue to accrue vacation and sick leave while on authorized military leave.

An employee applying for leave under this Article will give the Employer at least ten (10) working days notice prior to reporting date if possible.

F. Bereavement Leave

In instances of the death of a member of the immediate family of a regular employee occurring after the completion of the employee's probationary period the Employer will where required, grant a paid bereavement leave of three (3) days. The term "immediate

family" as used herein is defined as consisting of the following members only: mother, father, spouse or domestic partner, and children. Employees will be granted two (2) days paid bereavement leave to attend to the deaths of mothers and fathers in law, and grandparents. No employee otherwise entitled to bereavement leave under this article shall receive such benefits unless he gives reasonable notice to the Employer prior to taking time off for bereavement purposes.

* Domestic partner applies to bereavement leave benefit only.

ARTICLE 18 - VACATIONS

A. Scheduling

The Employer reserves the right to schedule employee's vacation in accordance with the Employer's manpower and staffing needs. However, it is the policy of the Employer to grant vacations so far as possible at times most desired by the employee.

Seniority shall be a factor in approving vacations. The Employer reserves the right to schedule vacations at any time during the calendar year in order to ensure its orderly and efficient operation. Employees on leave due to injury on the job and receiving workers compensation shall accrue sick and vacation leave for the first thirty (30) calendar days of such leave. Employees on worker's compensation leave shall accrue sick leave and vacation during the first thirty (30) calendar days of worker's compensation leave.

B. Vacation Pay

- (1) Rate: The employee's vacation rate shall be computed on the basis of employee's base straight time hourly rate which is applicable at the start of the employee's vacation. No employee will be given vacation pay in advance. Vacation pay will be disbursed to the employee at the time the employee would have ordinarily received the payment if the employee were not taking a vacation.
- (2) Number of hours Compensated As Vacation Pay: The number of hours paid as a "vacation week" to an employee shall be calculated by determining the average number of hours in the employee's regular work week (not including overtime) during the period that the employee has worked for the Employer (up to a maximum of one year) immediately prior to the date of the employee's scheduled vacation multiplied by the employee's base hourly rate of pay.
- (3) Vacation Pay Amount Eligibility: Employees shall earn vacation pay in accordance with the following schedule:

Current and effective 3/05/01

- A. Two (2) weeks of vacation or eighty (80) hours pay after one (1) year of service.
- B. Three (3) weeks of vacation or one-hundred twenty (120) hours pay after five (5) years of service.
- C. Four (4) weeks of vacation or one hundred sixty (160) hours pay after fifteen (15) years of service.
- D. Five (5) weeks of vacation or 200 hours pay after twenty (20) years of service.

Two Weeks Vacation Pay:

This calculation shall be made before vacation is taken to determine vacation payment due.

1560 hours worked in a year. The calculation is as follows

(80 hours vacation available divided by 2080 multiplied by the hours worked.)

80 divided by 2080 = .03846 times 1560 (hours worked) = 60 hours of vacation for two weeks

Three Weeks Vacation Pay:

This calculation shall be made before vacation is taken to determine vacation payment due.

1560 hours worked in a year. The calculation is as follows

(120 hours vacation available divided by 2080 multiplied by the hours worked.)

120 divided by 2080 = .05769 times 1560 (hours worked) = 90 hours of vacation for three weeks

Four Weeks Vacation Pay:

This calculation shall be made before vacation is taken to determine vacation payment due.

1560 hours worked in a year. The calculation is as follows

(160 hours vacation available divided by 2080 multiplied by the hours worked.)

160 divided by 2080 = .07692 times 1560 (hours worked) = 120 hours of vacation for three weeks

Five Weeks Vacation Pay:

This calculation shall be made before vacation is taken to determine vacation payment due.

1560 hours worked in a year. The calculation is as follows

(200 hours vacation available divided by 2080 multiplied by the hours worked.)

200 divided by 2080 = .09615 times 1560 (hours worked) = 150 hours of vacation for three weeks

ARTICLE 19 - EQUAL OPPORTUNITY

Section 1. In accordance with the established policy of the company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of age, sex, color, creed, or national origin. The Employer and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to actively work toward the implementation of that policy.

Section 2. There will be no discrimination against any employee on account of membership in or activity on behalf of the Union.

ARTICLE 20 - HEALTH INSURANCE

Koosniic agrees to make contributions to the SEIU Health Insurance Plan in behalf of its employees at Batavia Federal Detention Center. The Employer will make hourly contributions up to a maximum of forty (40) hours a week. Effective March 5, 2001 Koosniic will contribute \$2.80 per hour for each covered employee, up to a maximum of 40 hours per week. Effective March 5, 2002 Koosniic will contribute \$3.05 per hour for each covered employee, up to a maximum of 40 hours per week. Effective March 5, 2003 Koosniic will contribute \$3.30 per hour for each covered employee, up to a maximum of 40 hours per week.

ARTICLE 21 - TRANSFER OF COMPANY TITLE OR INTEREST

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, in the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. This Article understands that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale. This section shall not apply to a sale of inventory or the premises.

ARTICLE 22 – SEVERABILITY

Section 1. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court to be unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

ARTICLE 23 – TERM OF THE AGREEMENT

This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. this Agreement shall be in full force and effect as of 3/05/01, upon ratification of the bargaining unit, up through 3/4/04 thereafter, if neither party serves written notice to the other party not less than ninety (90) days prior to the expiration date each year of any intent to renegotiate any of the contract provisions and/or wage schedule. Signatures of the parties indicate full and complete agreement.

FOR KOOSNIIC:

FOR THE UNION:

Name, Title Date

Name, Title Date

Name, Title Date

Name, Title Date

NEGOTIATING COMMITTEE:

Name, Title Date

See Signatures on
page 18

Appendix A

ECONOMIC ITEMS

- | | |
|--|--|
| <p>1. Wages 3% of wages effective March 5, 2001
 3% of wages effective March 5, 2002
 3% of wages effective March 5, 2003</p> | <p>2. Pension 2% effective March 5, 2001
 1% effective March 5, 2002
 1% effective March 5, 2003</p> |
| <p>3. Health Insurance \$2.80 Contribution per hour, up to 40 hours per week effective 3/05/01
 \$3.05 Contribution per hour, up to 40 hours per week effective 3/05/01
 \$3.30 Contribution per hour, up to 40 hours per week effective 3/05/03</p> | |
| <p>4. Vacation/Sick Leave</p> | <p>Vacation: Two (2) weeks of vacation after one (1) year of service.
 Three (3) weeks of vacation after five (5) years of service.
 Four (4) weeks of vacation after fifteen (15) years of service.
 Five (5) weeks of vacation after twenty (20) years of service.</p> <p>Sick Leave: Six (6) days per year effective March 5, 2001
 (Six days of sick leave equals 2.4% of pay)</p> |
| <p>5. Overtime</p> | <p>Double time and one half for employees working Thanksgiving, Christmas, and New Year</p> |
| <p>6. Jury Duty</p> | <p>Regular Pay for Jury Duty up to 20 working days per year</p> |
| <p>7. Bereavement Leave</p> | <p>Three (3) days paid leave per year for immediate family and two (2) days for other family members.</p> |
| <p>8. Military Leave</p> | <p>Employee will continue to accrue regular sick and vacation leave while on approved military leave.</p> |
| <p>9. Clothing Allowance</p> | <p>Annually –
 Five (5) sets of uniforms annually (previously 3 sets)
 Two (2) pairs coveralls for maintenance personnel
 One (1) insulated jacket and gloves for outside workers for duration of contract
 Shoes - \$75.00 annual allowance for craft workers
 \$50.00 annual allowance for all other workers</p> |

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is designed to provide the Contracting Officer's Technical Representative (COTR) an effective and systematic surveillance method for each work activity area in the contract.

1.1 Systematic Method

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. It does not detail how the Contractor accomplishes the work. The plan uses a combination of OFPP Pamphlet 4 surveillance methods to adequately assure the government of the Contractor's performance, while keeping the cost of surveillance within the requirements of OMB Circular A-76.

1.2 Acceptable Quality Levels (AQL)

This QASP is based on the premise that the Contractor, and not the Government is responsible for management and quality control actions to meet the terms of the contract. The Acceptable Quality Levels (AQLs) recognize that the Contractor is not a perfect manager and that unforeseen and uncontrollable problems occur. Good management and use of an adequate quality control plan will allow the Contractor to operate within the allowable AQLs.

COTRs/Inspectors/Monitors are to be objective, fair, and consistent in evaluating Contractor performance against the contract standards.

1.3 Sampling Procedures

The government's primary quality assurance procedures are based upon random sampling of the recurring critical services of the contract, using the concepts of OFPP Pamphlet 4 and periodic reviews (i.e., daily, weekly, monthly, quarterly). Formal customer complaints are an integral part of the Government surveillance plan. Customer complaints can and will highlight service problems. When unsatisfactory performance is indicated, documented customer complaints can be used to support invoice reductions.

2. COTR/INSPECTOR EVALUATION SCHEDULE

The COTR will develop a monthly surveillance schedule, based on this surveillance plan's requirements. This monthly schedule shows where and what the COTR/CO is monitoring at all times. The monthly schedule will be completed not later than the last workday of the preceding month. Copies of the schedule shall be sent to the Contracting Officer. After it is filled in, the schedule shall be marked "FOR OFFICIAL USE ONLY" and must not be shown to the Contractor.

2.1 Random Samples

Contract surveillance must cover all hours of operation. Random observations will be scheduled at night, on weekends and holidays when services are performed during these periods. Select the areas and times for random sampling using the procedures in the sampling guides. Annotate the selected inspection items/times on the schedule. When the sampling concept does not allow for specific selection of inspection items/times during the preceding month, show on the schedule the date and time the random sample selection will be accomplished.

2.2 Periodic Samples

Program any periodic surveillance into the schedule so as not to interfere with the sampling requirements.

2.3 Changes to Schedules

Changes to the monthly surveillance schedule will be posted weekly and copies sent to the Contracting Officer. Include documentation of the reasons for the changes.

3. ACTUAL SURVEILLANCE

Doing surveillance means using the surveillance plan called for in the monthly schedule. Actual surveillance should be comparable to the monthly schedule.

3.1

It is essential that the exact number of inspections in a random sample be accomplished. It is also essential that the exact number of periodic checklist inspections be done for an effective quality assurance system. A complete audit trail must exist from the monthly schedule, to observing the COTR/CO perform sampling, to completion of the surveillance checklist.

3.1.1

If less than the required number of inspections are made or inspections are made outside the randomly selected sample, the ability to project from random sample results to lot results is destroyed. If this should occur, consider the missed inspections acceptable. This will increase the Government's risk of accepting a defective lot.

NOTE: If random sampling is the method of surveillance covering a seven day service and surveillance is limited to five days, consider splitting the service into two separate Quality Assurance Score Sheet (QASS) line items, i.e., the weekday service covered by random sampling, and the weekend service covered by customer complaint.

3.1.2

In either case, only those defects recorded by the COTR during scheduled surveillance may be used to determine the level of contract performance. Errors found in services not scheduled for observation should be brought to the Contractor's attention but not used to count as a defect for determining if the AQL has been met.

3.1.3

It may be necessary to overdraw the random sample by 10 percent or more to create a pool of randomly selected potential replacement samples since some original samples selected may not be surveilled, or additional samples may be needed due to changes in the lot size. If replacement samples are used they must be used in the order drawn for the time remaining in the month.

4. RANDOM SAMPLING SURVEILLANCE

When random sampling is the method of surveillance, record the results of the inspection on the tally checklist provided in the sampling guide. These documents then become the official record of the Contractor's performance.

4.1

For areas surveilled by sampling, criteria are derived from OFPP Pamphlet 4 based on the lot size (number of times an event takes place per month), sample size, and AQL for each contract requirement. When the number of defects in the Contractor's performance discovered by the COTR/Inspector exceeds the allowable number defects, the Contractor's performance will be considered unsatisfactory. When a surveillance observation results in an unacceptable rating recorded on the front of the checklist, the specific reason for the unacceptable performance must be recorded on the back of the tally checklist.

4.2

The Contractor is required to immediately correct, if possible, all defects detected during surveillance by the COTR. Any defects corrected by the Contractor shall still count as defects, as the sample also represents performance in the uninspected portion of the lot.

4.3

During the month the COTR may receive customer complaints about the quality of the service or may observe unacceptable performance by the Contractor other than during a sample observation. These complaints and observations will be noted and should reinforce the accuracy of the sample results, but they will not be counted as a defect. Only defects discovered during sample observations will be counted when sampling is the method of surveillance. Only one surveillance method may be used during an inspection period to cause less than maximum payment for the listed service.

4.4

If the number of defects recorded on the tally checklist exceeds the AQL, the COTR will determine the possible cause of this unacceptable performance. If any Government action or lack of action caused unacceptable performance, these defects shall not be counted. Any determination as to the reasons for the defects will not be shared with the Contractor as the Contractor must manage the corrective actions as deemed necessary to deliver the contract requirements.

4.5

When the Government has caused the Contractor to perform in an unsatisfactory manner, the COTR prepares a letter to the responsible organization, requesting corrective action be taken. The COTR sends this letter to the organization through the Contracting Officer.

5. INFORM CONTRACT MANAGER

As a rule, the COTR must always contact the Contractor's manager or on-site representative and inform the manager of what was wrong. Allow the Contractor to correct the problem, if possible. There is no need to do this in writing. However, whenever possible, have the manager initial the entry on the tally or surveillance activity checklist. When the Contractor does not

initial the checklist, the COTR must note on the back of the checklist where the defect is recorded, the time and method of notification, and the COTR's initials.

6. CONTRACT DISCREPANCY REPORT (CDR)

If performance in any area is judged unsatisfactory, the Contractor is required to respond to a Contract Discrepancy Report (CDR). Normally CDRs are issued at the end of the month. But, if the failure is serious enough, the CDR will be issued at the time of the unsatisfactory performance.

6.1

Not later than the third workday of the month following the surveillance, the COTR initiates the CDR and sends it, with the checklist, recording the unacceptable performance, to the Contracting Officer. (The COTR checks the Contractor's performance and documents any non-compliance. But only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance.) The Contracting Officer will evaluate the CDR and, if appropriate, sign and send it to the Contractor.

6.2

The Contractor shall reply in writing, giving the reason(s) for unsatisfactory performance, the corrective action(s) to be taken to prevent recurrence, and the completion date of the corrective action(s).

6.3

When completed and signed, the CDR, along with the surveillance checklist and any other appropriate forms, reports, etc., becomes the documentation supporting payment, nonpayment, or other necessary action.

6.4

When a CDR is issued for a specific service, the Contracting Officer reduces the month's payment by an amount up to the percentages indicated in the Quality Assurance Score Sheet or Performance Requirements Summary. Since the Contractor is required (under the INSPECTION OF SERVICES Clause) to maintain an effective inspection system, the Contractor shall be presumed to have actual knowledge of work not performed, and written notice will not be a prerequisite to withholding payment for unperformed services. Payment reductions will not otherwise be delayed until the Contractor responds to the CDR in the event that INS determines to reduce the overall payment amount by the appropriate amount.

6.5

If the Contractor does not achieve satisfactory performance in the specific service by the end of the next month, the Contracting Officer issues another CDR and reduces payment to the Contractor by the appropriate amount. When the Contractor's performance is unsatisfactory and a formal action is indicated, the COTR and the Contracting Officer meet to determine what action is appropriate for the specific circumstances.

6.6

If a decision is reached not to take a monetary reduction, the reasons are documented. The Contracting Officer must indicate agreement with the decision by signing the CDR or other decision documentation.

7. OTHER SURVEILLANCE METHODS

For areas not surveilled by sampling, the Government reserves the right to use the Inspection of Services clause in conjunction with the Statement of Work. There are some contractual requirements of a general nature that do not properly fit under the random sampling concept. These are surveilled by customer complaint or by checklists (daily, monthly, etc.). Services surveilled by methods other than sampling shall have the surveillance results documented on the appropriate surveillance activity checklist or customer complaint form. The recording of defects or unacceptable services are the same as described above.

8. SURVEILLANCE BY CUSTOMER COMPLAINT

Certain contract requirements can best be monitored by the individual or activity receiving the service, or customer complaints may be used to supplement other surveillance information.

8.1

At the start of the contract, the COTR shall instruct customers responsible for submitting complaints on the proper method to complete the customer complaint record and on the requirements of the contract that pertain to them. Normally, each customer complaint is brought, either in person or by telephone, to the person checking contract performance (the COTR). Customers shall be required to submit the form during the daily shift when the discrepancy was discovered. A written copy of the specific contract requirements will be provided to the individual or activity supervisor. Several complaint forms shall be provided the customer at the end of the instruction period.

8.2

Once each quarter, the COTR will contact each customer involved to assure that there is an understanding of the contract requirements by all appropriate personnel and that there are sufficient forms available. The contact shall be scheduled on the COTR schedule.

8.3

When a complaint is received, the COTR will investigate, validate the complaint, and notify the Contractor of the defect.

8.4

The COTR will retain and file the complaint form. At the end of each month all validated complaints will be counted to determine if performance is satisfactory or unsatisfactory based on the criteria in the AQL column of the Quality Assurance Score Sheet or Performance Requirements Summary.

9. REDUCED INSPECTIONS

When the Contractor's quality control plan works, good performance results. If the COTR's surveillance shows consistently good performance, the amount of surveillance can be decreased.

9.1

Inspection can be reduced when the following conditions have been met for any required service:

- a. The preceding four lots (that is, the last four months) have been acceptable.
- b. The number of defects in each of the preceding four lots is 50 percent or less of the acceptance number. For example, with an Acceptable Quality Level (AQL) of 6.5 percent and a sample size of 32, the acceptance number is 5. If two or less defects were found in each of the last four lots, reduced inspection could be used.
- c. The normal sample size was used in the last inspection.
- d. The Contracting Officer approves of reduced inspections.

9.2

Reduced inspections decrease the sample size. In addition, the acceptance and rejection numbers change. See OFPP Pamphlet 4 for proper procedures.

9.3

Inspection will be returned to normal the next month under the following conditions:

- a. When the number of defects exceeds the acceptance number under the reduced sampling or,
- b. The appropriate Assistant Director and the Contractor Officer deem it necessary to return to normal inspection.

9.4

If during the first month of the return to normal inspection the number of defects found is again 50 percent or less of the acceptance level, a return to reduced inspection may be done the next month. If the number of defects found exceeds 50 percent, then normal sampling must be accomplished until four consecutive months of 50 percent or less of acceptance level defects are found.

10. PAYMENT REDUCTIONS FOR UNSATISFACTORY PERFORMANCE

Each month, Contractor performance will be compared to contract standards and acceptable quality levels using the Quality Assurance Score Sheet or Performance Requirements Summary. Through the Inspection of Services clause, the Government can deduct from a Contractor's payment an amount equal to the services not provided.

10.1

If performance of required service is unsatisfactory and the unsatisfactory performance is clearly the fault of the Contractor, an amount of money up to the percentage stated on the Quality Assurance Scoring Sheet or Performance Requirements Summary may be deducted from the monthly invoice.

10.1.1

As an example, suppose the Contract/Task Order showed this monthly contract price for services as shown below. The percentage cost of the required service is found by looking at the Quality

Assurance Score Sheet. In the example below the percentage cost of quality completed work is 10 percent. This is multiplied by \$100,000 to obtain the maximum amount of pay.

10.1.2

If completed work was unsatisfactory during the month (that is, did not meet performance values), and the percent of the sample found good was 80 percent, \$8,000 would be paid in lieu of the \$10,000 payment normally due the Contractor.

10.1.3

The payment amount is reduced because the Contractor failed to provide reliable, uniform services within the assigned performance requirements. Although some completed work may have met the standard during the month, the acceptable quality level was not met and at least 20 percent of the observations were defective. Hence, the total quality performance requirement has not been achieved; as a consequence, the service received is unsatisfactory.

10.2

Example of unsatisfactory performance sampling deduction:

If: Quality of completed work is unsatisfactory (exceeded AQL of 6.5 percent)

and: Contract price is \$100,000 for this month

and: The proportion of required service to total contract price is 10 percent

and: Sample size is 50

and: Number of defects in the sample is 10 (Reject number is 8)

Then: Payment for quality completed work is:

Contract price	\$100,000
X Payment percentage	<u>.10</u>
	\$ 10,000
X Percent of sample good	<u>.80</u>
Payment for this service	\$ 8,000

10.3

Areas not surveilled by sampling the percentage of the monthly contract price indicated on the Quality Assurance Scoring Sheet or the Performance Requirements Summary will be reduced as above, except the defects are divided by the total lot, which is described in the third column or sixth column, respectively.

Example:

If: Contractor personnel in violation of safety requirements (zero defects allowed)

and: The reduction for this activity is 1 percent

and: The lot size is 50 employees

and: The number of defects is 10

Then: Reduction from the current month's invoice is:

Contract Price	\$10,000
X Deduct Percentage	<u>.01</u>
	\$ 100
X Percentage of lot defective	<u>.20</u>
Reduction	\$ 20

10.3.1

When areas are not surveilled by sampling, a defect will not be counted when the service can be reperfomed, but the Contractor may be liable for the Government's reinspection costs.

10.3.1.1

For these areas that are surveilled on a less than monthly basis, the deduction will be taken from the month's invoice when that area was reviewed and found unsatisfactory.

10.4

In the case of nonperformed work, the Government shall deduct from the Contractor's invoice all billings associated with such nonperformed work at the rates set out in Section B or required by other provisions of this contract.

10.5

The taking of deductions shall not be deemed to waive or limit any right of the Government under any DEFAULT & TERMINATION clauses, or an INSPECTION OF SERVICES clause. Depending on the Contractor's overall performance, (for example, repeated instances of nonperformance or unsatisfactory performance), the government may issue a Cure Notice or a Show Cause letter or terminate the contract.

11. REVISIONS TO QASP

Revisions to this surveillance plan are the joint responsibility of the COTR and the Contracting Officer.

12. SURVEILLANCE TERMS

- a. Acceptable Quality Level (AQL) - The allowable leeway from a standard that can occur before the Government will reject the specific service. The number of defects in a lot (or the maximum percent defective in a lot) that, for purposes of sampling, may occur before the Government will effect the price computation system in accordance with the Performance Requirements Summary and the INSPECTION OF SERVICES Clause. An AQL does not allow the Contractor to knowingly offer defective service, but implies that the Government recognizes that defective performance sometimes happens unintentionally. As long as the percent of defective performance does not exceed the AQL, the service will not be rejected by the Government. The Contractor, however, must reperform the defective service when possible. The AQL limits reduced payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.
- b. Contract Discrepancy Report (CDR) - Form initiated by the COTR when any service is judged unsatisfactory. A formal, written documentation of Contractor nonconformance or lack of performance of contract work.

- c. COTR/Inspector Evaluation Schedule - The worksheet that shows what inspections are to be performed on which days of the week/month. It is determined by the COTR/Inspector before the start of each inspection period and provided to the Contracting Officer only. It is never revealed to the Contractor.
- d. Contractor - Both the prime Contractor and any subcontractors. The Contractor shall be responsible for all compliance with the provisions of this contract, including those services provided by the Contractor's subcontractors.
- e. Contractor Representative - A supervisor or manager assigned in accordance with SUPERINTENDENCE BY THE CONTRACTOR Clause.
- f. Cure Notice - A dated notice stating the Contractor's failure to comply with the specifications and a deadline to comply with the stated specification. Usually, ten days is the stated time to conform with the notice or face default.
- g. Customer Complaints - One of the criteria used to monitor the Contractor's performance.
- h. Defective Service - A unit of service which contains one or more defects, or nonconformance with specified requirements.
- i. Delivery/Task Order - A formal order for supplies/services placed against this contract and signed by the Contracting Officer.
- j. Facility - A separate individual building, structure, or other item of real property improvement, each item of which is subject to separate reporting and recording, OR a complete and usable single purpose/use grouping of buildings and structures.
- k. Lot - The total number of product or service outputs in a surveillance period from which a sample is to be drawn and inspected to determine performance in accordance with the standard, as defined in the AQL column of the Performance Requirements Summary.
- l. Percent of Sample Found Defective - Determined by dividing the number of defects by the sample size when the reject number has been equaled or exceeded. The resulting number is used to make an equitable reduction to the contract price for nonperformance by the Contractor.
- m. Quality Assurance Score Sheet (QASS) - (Also known as Performance Requirements Summary (PRS)). A condensed listing of the tasks, standards, AQLs, surveillance methods and relative value of the services or products required by the QASS. The QASS identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance

standards are met by the Contractor. The QASS usually appears in the individual appendix for each work activity.

- n. Quality Assurance (QA) - The actions taken by the Government to assure services meet the requirements of the Performance Work Statement. The procedures used by the Government to inspect the Contractor's Quality Control program and provide control over the quality of services received to ensure satisfactory performance.
- o. Quality Assurance Surveillance Plan (QASP) - An organized written document prepared and used by the Government for Quality Assurance surveillance of the Contractor's performance. The document contains the Government's specific methods, sampling guides, checklists, decision tables, etc. used in determining whether the Contractor provided service meets quantity, quality, timeliness, effectiveness, and/or total cost standards.
- p. Quality Control (QC) - The Contractor's inspection system which covers all the services to be performed under this contract (i.e., his method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable). The actions that a Contractor takes to control the production of products or services so that they will meet the requirements stated in the contract.
- q. Random sampling - A sampling method in which each service output in a lot has an equal chance of being selected for inspection. By this method of surveillance, a few individual items, selected at random, are examined and a conclusion drawn about the entire lot.
- r. Receiving Report - The receiving document, initiated by the Contractor or Contractor employee(s), indicating that services have been performed.
- s. Recurring Services - Those services which are identified in this contract as being performed on a recurring, periodic or standing basis.
- t. Rework - Work which, in the judgment of the Contracting Officer or the COTR, is not of an acceptable quality level, and must be corrected or reperfomed at no additional cost to the Government.

Measurement Factor	Standard	Ref. Meth.	Inspection		Ac./Rej.	Deduct	DATES / MEALS	
			Lot	Freq.				
Timeliness of Meals	All detainees will be served within set time frames	2.C RS	90	13	5%	1/2	25%	
			13 meals					
Adherence to Menu	Menu is adhered with the exception of substitutions with prior COTR approval	2.D RS	90	13	0%	0/1	15%	
			13 meals					
Cleanliness of food preparation area and serving equip.	Kitchen & equipment is clean and meals are prepared within established health and safety codes.	2.K RS	90	13	0%	0/1	15%	
			13 meals					
Food Stock	Food is properly rotated and expired foods are disposed of.	2.E RS	90	13	0%	0/1	10%	
			13 meals					
Food Quality and Quantity	Meals are palatable with respect to taste, temperature, texture, smell & appearance. The required portions as stated on the menu are served.	2.F RS	90	13	5%	1/2	25%	
			13 meals					
Special Meal Items	Special request meals are served within 4 hours of request. Special meals are served on Ntl. holidays.	2.C AR	90	30	5%	0/1	10%	
			As Required					

Measurement Factor	Standard	Ref.	Inspection		Deduct	DATES	
			Meth.	Ac./Rej.			Total
Management of detainee accounts	All accounts are balanced on a timely basis. Contractor accepts accounts for safeguards detainees' funds and using GAAP.	3.A	Customer	0/1	35%		
		3.B.3	Complaint				
Diversity of products	Products conform to the approved list.	3.B.4	RS	0/1	20%		
			5 Days				
Timeliness of deliveries	Products are delivered on scheduled delivery dates.	3.B.2	RS	1/2	20%		
			5 Days				
Management of commissary account	Commissary account is balanced and correct profit % is returned to INS.	3.B.6	Monthly	0/1	25%		

Measurement Factor	Standard	Ref.	Inspection			Ac./Rej.	Deduct	DATES	
			Meth	Lot	Freq.				
Cleaning of office & public spaces	Surfaces will be clear of dust, debris disinfected, etc. waste removed and areas cleaned IAW schedule of services	4.F Att. 4	RS 5 days	20	5	10.00 1/2	20%		
Cleaning of Medical Area	Surfaces will be clear of dust, debris disinfected etc. waste removed and areas cleaned IAW schedule of services	4.F Att. 4	RS 5 days	20	5	2.50 0/1	15%		
Restroom Cleaning	Surfaces will be clear of dust, debris disinfected etc. waste removed and areas cleaned IAW schedule of services	4.F Att. 4	RS 5 days	20	5	2.50 0/1	15%		
Cleaning of Dorms	Surfaces will be clear of dust, debris disinfected etc. waste removed and areas cleaned IAW schedule of services	4.A 4.F Att.4	RS 5 days	20	5	10.00 1/2	20%		
Cleaning of all other areas.	Cleaning of other areas is performed as needed and overall areas are clear of dust and debris.	4.F Att. 4	RS 5 days	20	5	15.00 2/3	15%		

PRS

Measurement	Standard	Ref.	Inspection			Ac./Rej.	Deduct	DATES
			Meth	Lot	Freq.			
Overall Floor Care	Surfaces will be clear of dust, debris disinfected etc. waste removed and areas cleaned IAW schedule of services	4.F Att.4	RS 5 days	20	5	1/2	10%	
Service Calls	All service calls (average of 2/day) are accomplished in a timely manner.	4.F Att. 4	AR 5 days			0/1	5%	

Measurement Factor	Standard	Ref.	Meth	Inspection		DATES	TOTALS
				Ac./Rej.	Deduct		
Timeliness of Service	All refuse is removed from interior of facility daily.	5.A.2	RS	0/1	30%		
Adherence to Recycling Materials Program	Contractor adheres to the approved recycling program & complies with Federal, State & City/Town laws.	5.C	RS	1/2	30%		
Availability of collection containers	Containers are sufficient in size and number to meet facility requirements	5.B.4	RS	0/1	20%		
Appearance of equipment	All equipment and containers are clean, sanitary and odor free.	5.B.6	RS	0/1	20%		

Measurement	Standard	Ref.	Meth	Inspection		DATES	
				Ac./Rej.	Deduct		Totals
Timeliness of work	Laundry completed and available for use within set timeframes.	6.B.2	RS	1/2	45%		
Safety & control of	All flammable, toxic or caustic chemicals are inaccessible to detainees and distribution accounted for.	6.C.3	RS	0/1	20%		
Cleanliness of laundry after washing.	Laundry to be clean in appearance, sanitary and odor free.	6.B.3	RS	1/2	25%		
Quality of Tailoring	Clothing is in good repair, appropriate fit to detainee and is neat in appearance	6.B.3	RS	2/3	10%		

Measurement	Standard	Ref.	Meth	Inspection		DATES	
				Ac./Rej.	Deduct		TOTALS
Repairs required that affect operations	All contractor maintained equipment will be repaired within 12 hours of occurrence Downtime does not interfere with facility operations.	8.B.3	AR	0/1	30%		
Timeliness of PM	PMP & monthly schedule is adhered to, with the exception of any emergency responses approved by COTR.	8.G	AR	1/2	35%		
Safety and inventory	Adheres to all safety standards, performs inventory of tools, equipment, combustible and hazardous materials daily.	8.D.4	RS	0/1	15%		
Responsiveness to special/emergency requirements	Contractor responds within timeframes to requirements of special work, service requests, and service calls.	8.H	AR	1/2	10%		
Automated work control system	Procedures developed through the automated work control system result in timely accomplishment of work requirements.	8.B.2	Monthly	2/3	10%		

Measurement	Factor	Standard	Ref.	Meth	Inspection		DATES	
					Ac./Rej.	Deduct		
All equipment operators are certified as required		Equipment operators must have received bonafide, proper training and possess appropriate current licenses if required.	9.F	RS	0/1	10%		TOTALS
				5 Days				
Pavement Conditions		Pavements conform to all elements of Subsection 9.B. Contractor properly controls traffic/parking during any work on pavement. Pavement is maintained and adequately inspected.	9.B	RS	1/2	20%		
				5 Days				
Landscaping & plantings		All landscaping & plantings conform to the elements of 9.D and the plan is adhered to. Planting is completed or supervised by experienced personnel.	9.D	RS	2/3	25%		
				5 Days				
Fence/gate maintenance		Fences & gates inspected monthly and maintenance conforms to requirements	9.C	RS	0/1	30%		
				5 Days				
Mowing and lawn maintenance		Mowing is performed IAW Grass levels conform with specifications.	9.D.2	RS	1/0	15%		
				5 Days				

Measurement Factor	Standard	Ref.	Meth	Ac./Rej.	Deduct	DATES
Timeliness of response	Contractor meets the time frames stated in the SOW.	10.A.2	100% Inspect	0/1	30%	
Meeting snow removal standards	Snow removal begins as required based on snow accumulation expectations.	10.A	100% Inspect	1/2	30%	
Meeting ice control standards	Ice removal conforms to listed criteria and within the timeframes listed.	10.A	100% Inspect	1/2	25%	
Disposal of bulk snow	Bulk snow is removed away from parking areas and fences.	10.3	100% Inspect	1/2	15%	

Measurement Factor	Standard	Ref.	Inspection		DATES		TOTALS
			Meth	Ac./Rej.			
Effectiveness of pest controls	There are no more than two sightings of the target pest.	11.E	100%	0/1			35%
Responsiveness to Service Calls	Contractor responds within 24 hours to service requests.	11.B.2	100%	0/1			35%
Hazardous Material	Contractor proactively recommends improvements and uses new materials, and safer methods and procedures when available.	10.A	100%	0/1			30%
Regulations followed		11.B.2	Inspect				

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2001-0124
Revision No.: 1
Date of Last Revision: 05/09/2001

State: New York

Area: New York County of Genesee

Employed on INS contract for base operations support and food services:

Collective Bargaining Agreement between Kosniic Joint Venture and Local 200-C, Service Employees International Union, AFL-CIO, CLC, effective March 5, 2001 through March 4, 2004.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

by and between

KOOSNIIC JOINT VENTURE

and

**SERVICE EMPLOYEES
INTERNATIONSL UNION
AFL-CIO,CLC,LOCAL 200-C**

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AGREEMENT

This agreement is between Koosniic Joint Venture at the Buffalo Federal Detention Center hereinafter called "Koosniic", and Local 200-C of the Service Employees International Union, AFL-CIO, CLC, hereinafter call the "Union".

It is the intent and purpose of this agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

The use of the male or female gender of nouns or pronouns in the Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 1 – RECOGNITION

Section 1. Pursuant to and in accordance will all applicable conditions of the Code of Federal Regulations, Department of Justice Regulations, and the Service Contract Act Provisions, the Employer recognizes the Union as the sole exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2. The bargaining unit shall consist of all hourly regular full-time, part-time, intermittent part-time, and temporary non-probationary eligible employees, employed at the Buffalo Federal Detention Center. Excluded shall be Salaried Management employees, Confidential employees and Management Confidential personnel.

Section 3. Regular Full-time, Regular Part-time, Temporary, and Intermittent Part-time Employees. Regular full-time employees are defined as an employee who works forty (40) hours of more per week on a regular recurring basis throughout the calendar year. Regular part-time employees are defined as those employees who work a regularly scheduled work wee between twenty (20) and thirty-one (31) hours on a normal recurring basis throughout the year. Regular part-time employees are entitled to a pro rata share of vacation and holiday pay based on the number of hours worked, plus fringe pay. Temporary employees are defined as those hired for a specified temporary time, usually not to exceed on hundred eighty (180) days.

ARTICLE 2 – UNION SECURITY AND CHECKOFF

Section 1. The Employer will make available to all employees entering the bargaining unit a copy of the Agreement, calling their attention to the fact that Local 200-C of the Service Employees International Union, AFL-CIO, has been recognized as the exclusive bargaining representative for all employees in the bargaining unit. Copies of the agreement are to be distributed within a reasonable amount of time, after the execution of the agreement.

Section 2. All employees who are, or who become, members of the Union shall, as a condition of continued employment, maintain their membership in the Union in good standing during the term of this Agreement. Good standing shall mean only the payment or tender of regular initiation fees and periodic dues uniformly required by the Union's constitution as a condition of acquiring and maintaining membership.

Section 3. All employees will, as a condition of continued employment, make application for membership in the Union upon completion of ninety (90) days of employment.

Section 4. The Union shall notify the employer in writing of any employee who fails to assume or maintain the obligations of membership set forth in this Article.

Section 5. The Union shall hold the Employer harmless from any and all liability, damages, suits and the cost of defending itself in any such suits or actions arising from the discharge of any employee at the request of the Union pursuant to the provisions of this Article.

Section 6. The Union will initially notify the Employer as to the amount of dues to be deducted. Such notification will be certified to management in writing over the authorized signature of the officer and officers of the Union. Changes in the Union membership dues rates will be similarly certified to the Employer and shall be done at least two (2) pay periods in advance of the effective date of change.

Section 7. Deductions of Union dues from the members' pay checks shall be done every pay period not to exceed the amount certified to the Employer.

ARTICLE 3 - RIGHTS AND FUNCTIONS OF MANAGEMENT

Except as otherwise provided in this Agreement, nothing shall be deemed to limit the Employer in any way in the exercise of the customary functions of management, including the right to make such reasonable rules and regulations as may be deemed necessary in the Employer's sole discretion for the successful performance of the INS contract and the operation of the facilities covered under the contract.

ARTICLE 4 - SPECIAL MEETINGS

Section 1. The Employer and Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) work days of the receipt of the written request, unless both parties mutually agree to extend the time period.

Non-employee union representatives are allowed access to the facility by receiving gate clearance from Koosniic management. The parties will give adequate notice to the INS of union representatives' visits to the facility.

ARTICLE 5 - UNION STEWARDS

Section 1. The Union shall have the right to designate one (1) Steward and one (1) alternate Steward for this bargaining Agreement with the understanding that if the workforce increases one (1) new Steward will be added for each additional twenty (20) workers. The Union shall submit to the Employer in writing the names of all such Stewards. The authority of the Stewards shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the handling of such Union business as may be delegated to them from time to time by the Union. A Steward does not have the authority to call a strike, work stoppage, slowdown, or any other interference with the Employer's business. The conduct of Union business will be held at the end of the shift, and such hours spent shall not be compensated by the employer.

Section 2. The Chief Steward shall have the same privileges as Stewards when any grievance has been processed within the grievance procedure. In the event the regularly assigned Steward is not available, the Chief Steward may act on his behalf at Step 1 of the grievance procedure.

ARTICLE 6 - NOTICE TO EMPLOYER AND EMPLOYEES

Section 1. All official notices and correspondence between Koosniic and Service Employees International Union will be addressed to the Employer's and Union's corporate offices.

Section 2. If INS grants approval, the Employer shall provide space for one appropriate quality (i.e. a locked and enclosed) bulletin board of a maximum size of three (3) feet by four (4) feet for the exclusive use of the Union for the posting of notices of meetings, bulletins and other Union matters, said space shall be provided in the Muster Room. The Union agrees that the bulletin board space so provided shall be used exclusively for matters relating to the bargaining unit described in Article 1, and shall not be used for the posting of anything derogatory to the Employer, its management, its employees, its subcontractors, or its customers. The employer may eliminate the space so provided if any derogatory posting appears.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

A. In the interest of resolving all employee and Union disputes, complaints or grievances (hereinafter referred to collectively as "grievances") in connection with the interpretation or application of the terms of this Agreement, the parties have settled upon the following orderly and peaceful procedures:

STEP ONE:

The employee shall within five (5) working days of the act on which the grievance is based report to his project manager (with or without the Steward) and shall notify the Steward of the grievance. The Steward shall immediately investigate and ascertain whether the grievance has merit, and shall report the results thereof to the Local Union Business Manager or designee. The Union shall be sole

judge as to the validity of any grievance. In the event the Business Manager, or designee, believes the grievance has merit, he shall attempt to resolve the dispute informally with the Employer's project manager or designee within five (5) working days after the employee's notice to the steward. If the dispute is not resolved within that period of time, the grieving party shall reduce the grievance and reasons therefore to writing and the Union may refer the matter to Step Two.

STEP TWO: A formal meeting with the Project Manager, employee with grievance, Steward, and Business Manager or their designees to resolve the grievance. If no satisfactory settlement is agreed upon within five (5) additional working days, refer to Step Three.

STEP THREE: The Union shall refer the written grievance to the Employer's managing partner or designee. If no satisfactory settlement is agreed to within ten (10) additional working days, refer the matter to Step Four.

STEP FOUR: An Arbitrator mutually acceptable to the Union and Employer will be chosen within ten (10) working days after the Union notifies the Employer of its request to arbitrate.

If the Employer and the Union cannot agree on an arbitrator within that period, the Union may contact The Federal Mediation and Conciliation Service and request a list of local arbitrators.

The Employer and Union then shall select the arbitrator using the FMCS selection procedures. The parties hereby express their strong preference for labor arbitrators who reside in New York. The Employer and Union will share equally in the fees and expenses of the arbitrator, but each party shall bear its own costs and attorneys fees, if any. Employees who are called as witnesses by the Union during scheduled work hours will be compensated for lost hours by the Union. Likewise, employees called by the Employer will be paid by the Employer at the regular rate of pay. The decision of the arbitrators shall be final and binding under the Uniform Arbitration Act.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

Section 1. The Employer shall not discipline or discharge any employee represented by the Union solely for activities of the employee on behalf of the Union or pursuant to this Agreement, provided that the activities are lawful and do not otherwise violate this Agreement or the Employer's policies or rules of conduct. The Employer shall not discharge any employee represented by the Union except for cause, which includes directives from INS regarding the suitability of the employees. Except for conduct warranting immediate termination, the

Employer shall give at least one (1) verbal warning and one (1) written warning notice to the employee of violation of Employer's policies or rules of conduct before suspending or discharging an employee. A copy of the warning notice(s) shall be sent to the Union and to the steward representing the employee [(as set forth in Article 8, Section A.). A verbal warning or counseling shall become and remain a basis for a written warning or suspension for a period of one (1) year following the employee's receipt of the verbal warning. A written warning or suspension shall become and remain a part of the employee's record and either the written warning or suspension, as the case may be, shall be the basis for further discipline, including discharge of the employee for the period of one (1) year following the date of the written warning or the last day of the employee's suspension, whichever is later. After the one-year period following a disciplinary action all references to that action shall be removed from the employees personnel file. Examples of acts which may cause immediate termination are:

1. Notification by INS of a rescision of the employee's security clearance.
2. Drunkenness (including drinking during working hours) or being under the influence of liquor or drugs during working hours or bringing intoxicants or drugs into the Employer's place of business or job site.
3. Engaging in any activity prohibited by Article 20, No Strike Clause.
4. Theft or dishonesty.
5. Falsification of records.
6. Assault on an employee or Employer's representative or any civilian INS officer, agent or employee or other federal agency, or any other act of violence on the job.
7. Carrying concealed weapons into the Employer's place of business.
8. Sleeping while on duty.
9. Refusal to take or failure to pass any drug test authorized and required by law or Executive Order, or the Employer's Drug Free Work Place Policies.
10. Failure to report for work for three (3) consecutive workdays without notice to or prior excusal by the Employer. The employee's inability to communicate or report to work will cause employer to review the termination action.

Section 2. Upon request, employees will be allowed to review their personnel file, and with written permission, a union representative will be allowed to review personnel files.

ARTICLE 9 - SENIORITY AND PROMOTIONS, LAYOFF AND RECALL

A. The Employer recognizes the principle of protecting employees who have compiled the longest periods of continuous employment with the employer from reductions in work force, other considerations being equal. As used herein, seniority means the duration of the employee's continuous employment with the employer and its predecessors, including the probationary period after satisfactory completion of it. The Employer agrees that when reductions in work force are implemented, the seniority of employees will be a factor to be considered. The Employer will consider each employee's skills, experience, aptitude, efficiency, capability and seniority in deciding which employees to lay-off or recall. All other employment qualifications being equal, at the discretion of the employer, the employer agrees to lay-off employees in order of seniority, with the least senior employees being laid off first, and likewise to recall employees with the most seniority first.

B. The Employer recognizes the value of promoting from within the bargaining unit. The Employer may select and promote persons for or to non-unit positions in its absolute discretion. The Employer will review each qualified applicant's skills, experience, aptitude, efficiency and capability in deciding which person shall be promoted or transferred to the new position, provided, however, the Employer retains the right and obligation to fill positions with non-bargaining unit members where the Employer believes the non-bargaining unit member to be better qualified for the work.

C. The parties to this Agreement, recognizing the need for certain skills and technological knowledge to satisfactorily perform bargaining unit work, agree that seniority rights shall accrue after ninety (90) continuous working days from the date of hire, and shall be retroactive to date of hire.

D. Seniority may be lost by any of the following:

1. If an employee quits.
2. If an employee is discharged pursuant to the terms of this Agreement.
3. When an employee takes an unauthorized leave of absence or fails to timely return from an authorized leave of absence.
4. Absence from work for any unauthorized reason for more than two (2) days or when an employee is on layoff for six months or more.
5. If an employee fails to accept recall from lay-off within five (5) working days from receipt or attempted delivery of written notice, sent certified mail, by the Employer to the employee's last known address.

E. Promotions:

1. When the employer determines that a vacancy exists in any classification, a notice of the vacancy shall be posted for a period of six (6) working days, where time permits, in the normal posting locations. Any employee in the bargaining unit shall be permitted to sign the notice indicating his/her desire to be selected for the positions. The employer retains the right to seek employees in any additional manner.

2. In making a promotion to a position in the bargaining unit, the Employer will first give consideration to employees of the unit and selection will be made there from unless an outside applicant is better qualified.
3. The applications of all candidates will be reviewed with full regard given to each candidate's skills, abilities and experience. In making selections for promotion within the bargaining unit, the Employer agrees to promote the most senior employee, all other factors being equal.

F. Seniority Lists

The Employer shall supply the Union with an up-to-date seniority list every six (6) months.

ARTICLE 10 - WORKING HOURS

Section 1. Breaks. Employees are entitled to a fifteen (15) minute paid rest period for every four hours worked. Employees may designate when these rest periods will occur, so long as it does not seriously impact normal company operations, as determined by your Supervisor.

Section 2. Schedule Changes. Normal duty hours not be changed without giving employees personal notification; other than the posted schedule at least fourteen (14) calendar days notice of such change, unless operational needs dictate otherwise.

ARTICLE 11 - WAGES

Section 1. Wages for the employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A for the period of 3/4/01 through 3/4/03.

Section 2. Called in. An employee who is called to work and work is not available shall receive four (4) hours of pay.

Section 3. Scheduled Overtime. When an employee is scheduled to perform overtime, the employee shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours in the work week.

Section 4. Scheduling of Overtime. Overtime will be granted on an equal basis in the job classification in which the work occurs and overtime refusals will be counted the same as overtime worked in maintaining an equal basis of overtime distribution. A list of all employees will be posted on a bi-monthly basis showing their overtime worked/refused for the year.

Section 5. Direct Deposit. The Employer will allow employees the option of direct depositing their paychecks at a financial institution of the employee's choice.

The final paycheck will be hard copy delivered to the employee at the Koosniic office. All employer issued clothing, tools, I.D., access cards and keys shall be returned at the time the final paycheck is given to the employee.

ARTICLE 12 - PAY DAY

Pay Day will be bi-weekly, paid every other Friday. If payday falls on a weekend or holiday, then payday is the first business day prior to the payday. Employees shall be paid during working hours. It is understood and agreed, however, that if an employee elects to receive a hardcopy check when an employee is laid off, his wage becomes due within three (3) working days, Saturdays, Sundays and holidays excluded.

ARTICLE 13 - OVERTIME AND STANDBY TIME

A. All hours worked in excess of forty (40) hours a week, shall be paid at one and one-half (1 ½) times the employee's hourly rate. Paid vacation time and other time compensated but not actually worked shall not be included in over-time calculations. Overtime may not be worked without prior authorization by the Employer.

The number of hours of work and shift schedules will be so arranged to fit the requirements of the contracting agency.

B. Any employee scheduled to work, unless the Employer shall have taken reasonable steps to notify such employee that there will be no work, shall receive a minimum of four (4) hours pay at the regular straight time rate if the employee reports for work at the required time.

C. Meal periods of all bargaining unit employees shall be a minimum of on half (1/2) hour. The work day shall be scheduled in consecutive hours of work with the exception of the meal period. However, if continuous work action is ongoing, lunch may be delayed. The meal time is not compensated work time.

ARTICLE 14 - NO STRIKE AND NO LOCK OUT

A. There shall be no interruptions in, or impediments to, the Employer's operations, or any slowdowns, stoppages, strikes, sympathy strikes, refusal to cross picket lines established by any non-bargaining unit employees, or lockouts during the life of this Agreement arising out of such dispute or grievance. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided in Article 10 herein.

B. If any work stoppage, strike, slow-down or other job action occurs during the term of this Agreement, the Employer shall notify the Union by telefax of such action. After receipt of such notice, the Union shall use every reasonable means available, including, but not limited to the imposition of union discipline, to it to secure the cessation of the work stoppage, strike, slow-down or other job action. It shall be a violation of this Article for any employee to honor the picket line of any labor organization claiming to have a dispute with the Employer.

ARTICLE 15 - CLOTHING ALLOWANCE

The Employer will provide or make available the following apparel and equipment to the employees:

- A. 5 Sets of uniforms annually
- B. 2 Pairs coveralls annually for maintenance personnel
- C. One insulated jacket and gloves for life of contract for employees who work outside on a regular basis per life of contract
- D. \$75.00 annually for shoes for all maintenance personnel; plumber, electrician, HVAC technician maintenance workers, laborers, warehousemen, and order fillers.
\$50.00 annually for all other workers; food service, laundry, custodian and commissary staff.

ARTICLE 16 - HOLIDAYS

A. Employees shall be entitled to the number of paid holidays as identified in this article. In order for an employee to qualify for holiday pay he or she must work or be on paid leave on the day before and the day after the holiday. If one (1) of the holidays listed below falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation. If an employee is prevented from working on the workday immediately preceding or the workday immediately following a holiday because of illness attested to by a physician, or death in his/her immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse, parent, brother, sister and children).

B. The holidays as listed below will be observed as non-work days. Whenever such holidays as observed fall on a Saturday and the may be closed to public business on the preceding Friday or the succeeding Monday, then such Friday or Monday shall be deemed to be a holiday, in lieu of the stated holiday. Holiday pay for Christmas and New Year's will be considered "hours worked" for the purpose of calculating holiday pay.

Core Holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Floating Holidays:

Martin Luther King Day*
President's Day*
Columbus Day*
Veteran's Day*

(*Must be used in calendar year; prior to end of contract banked floating holidays must be paid to employee.)

C. Employees working on Christmas, New Year's or Thanksgiving shall receive time and one half for hours worked on these holidays, plus their holiday pay. (Note: This affects a Lead Cook, cook and food service worker per shift)

D. Employees not working on a holiday will receive the same pay as they would normally receive on a regular workday. If one (1) of the aforementioned holidays fall within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

E. Holiday pay shall be prorated as follows:

Holiday pay shall be paid on a pro-rata basis determined by the prior weeks average hours worked. (Example: employees with an average five (5) hours a day receive five (5) hours holiday pay). A maximum of eight (8) hours holiday pay per holiday will be paid, based on forty (40) hours worked per week.

ARTICLE 17 - LEAVES OF ABSENCE

A. Sick Leave

Effective March 1, 2001 and upon each subsequent anniversary of the contract, employees will be credited with 48 hours of sick leave per year. Employees may utilize such sick leave in four-hour increments for any illness or injury that may render the employee unable to work. After two (2) consecutive days of absence, the Employer may require medical evidence of an illness or injury. The Employer may counsel employees for excessive use or proven abuse of sick leave. Upon termination for any reason from the company, all unused accrued sick leave shall be paid to the employees. Sick leave is calculated on a total of six (6) days for every year. The calculation is based on taking the total number of hours worked and dividing it by .0231. (This number is derived by taking the maximum number of hour {6 days X 8 hours = 48 hours} and dividing it by the maximum number of hours available in a year, 2080.) The example is based on 1500 hours worked.

Example: $1500 \times .0231 = 34.65$ Sick Leave hours

B. Family Leave

The Employer shall make regular contributions per compensable hour (up to forty hours per week) to the SEIU health insurance plan on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act. In order to be eligible for such contributions, and employee must have worked for the Employer or its predecessor at the facility for a total of at least twelve (12) months and for at least 1,250 hours in the twelve month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve (12) weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked

by the employee during the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

C. Jury Leave

Employees shall be entitled to twenty (20) working days per calendar year of paid jury duty to serve as a juror or witness. Employees are not entitled to jury leave for cases where they are a party to the action.

Employees receiving compensation for jury duty shall turn that money over to their employer, and receive full regular pay for the period that they were on authorized jury leave.

D. Leave of Absence Without Pay

An employee desiring a leave of absence from his employment shall secure written permission from the Employer. A leave of absence without pay may be granted by the Employer, in its sole discretion. A leave of absence may be granted, among other reasons, because of sickness, death in the immediate family, performance of Union duties (representative or delegate of the Local Union to conventions or participating as a member of a negotiating committee with the Employer), cases considered to be extreme hardship on the employee, maternity and military duty. This provision does not preclude the Employer from authorizing a leave of absence for a reason not listed herein per company policy or decision.

E. Military Leave

Employees entering the military or naval service, Red Cross or other combat relief service or conscripted civil service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the Universal Military Training and Service Act and will retain their seniority while in such service and be returned to their former positions upon honorable discharge from service providing they are physically and mentally capable of working.

An employee who is a member of a military reserve unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty not to exceed thirty (30) calendar days in any year. The employee will continue to accrue vacation and sick leave while on authorized military leave.

An employee applying for leave under this Article will give the Employer at least ten (10) working days notice prior to reporting date if possible.

F. Bereavement Leave

In instances of the death of a member of the immediate family of a regular employee occurring after the completion of the employee's probationary period the Employer will where required, grant a paid bereavement leave of three (3) days. The term "immediate

family" as used herein is defined as consisting of the following members only: mother, father, spouse or domestic partner*, and children. Employees will be granted two (2) days paid bereavement leave to attend to the deaths of mothers and fathers in law, and grandparents. No employee otherwise entitled to bereavement leave under this article shall receive such benefits unless he gives reasonable notice to the Employer prior to taking time off for bereavement purposes.

* Domestic partner applies to bereavement leave benefit only.

ARTICLE 18 - VACATIONS

A. Scheduling

The Employer reserves the right to schedule employee's vacation in accordance with the Employer's manpower and staffing needs. However, it is the policy of the Employer to grant vacations so far as possible at times most desired by the employee.

Seniority shall be a factor in approving vacations. The Employer reserves the right to schedule vacations at any time during the calendar year in order to ensure its orderly and efficient operation. Employees on leave due to injury on the job and receiving workers compensation shall accrue sick and vacation leave for the first thirty (30) calendar days of such leave. Employees on worker's compensation leave shall accrue sick leave and vacation during the first thirty (30) calendar days of worker's compensation leave.

B. Vacation Pay

- (1) Rate: The employee's vacation rate shall be computed on the basis of employee's base straight time hourly rate which is applicable at the start of the employee's vacation. No employee will be given vacation pay in advance. Vacation pay will be disbursed to the employee at the time the employee would have ordinarily received the payment if the employee were not taking a vacation.
- (2) Number of hours Compensated As Vacation Pay: The number of hours paid as a "vacation week" to an employee shall be calculated by determining the average number of hours in the employee's regular work week (not including overtime) during the period that the employee has worked for the Employer (up to a maximum of one year) immediately prior to the date of the employee's scheduled vacation multiplied by the employee's base hourly rate of pay.
- (3) Vacation Pay Amount Eligibility: Employees shall earn vacation pay in accordance with the following schedule:

Current and effective 3/05/01

- A. Two (2) weeks of vacation or eighty (80) hours pay after one (1) year of service.
- B. Three (3) weeks of vacation or one-hundred twenty (120) hours pay after five (5) years of service.
- C. Four (4) weeks of vacation or one hundred sixty (160) hours pay after fifteen (15) years of service.
- D. Five (5) weeks of vacation or 200 hours pay after twenty (20) years of service.

Two Weeks Vacation Pay:

This calculation shall be made before vacation is taken to determine vacation payment due.

1560 hours worked in a year. The calculation is as follows

(80 hours vacation available divided by 2080 multiplied by the hours worked.)
 $80 \text{ divided by } 2080 = .03846 \text{ times } 1560 \text{ (hours worked)} = 60 \text{ hours of vacation for two weeks}$

Three Weeks Vacation Pay:

This calculation shall be made before vacation is taken to determine vacation payment due.

1560 hours worked in a year. The calculation is as follows

(120 hours vacation available divided by 2080 multiplied by the hours worked.)
 $120 \text{ divided by } 2080 = .05769 \text{ times } 1560 \text{ (hours worked)} = 90 \text{ hours of vacation for three weeks}$

Four Weeks Vacation Pay:

This calculation shall be made before vacation is taken to determine vacation payment due.

1560 hours worked in a year. The calculation is as follows

(160 hours vacation available divided by 2080 multiplied by the hours worked.)
 $160 \text{ divided by } 2080 = .07692 \text{ times } 1560 \text{ (hours worked)} = 120 \text{ hours of vacation for three weeks}$

Five Weeks Vacation Pay:

This calculation shall be made before vacation is taken to determine vacation payment due.

1560 hours worked in a year. The calculation is as follows

(200 hours vacation available divided by 2080 multiplied by the hours worked.)

$200 \text{ divided by } 2080 = .09615 \text{ times } 1560 \text{ (hours worked)} = 150 \text{ hours of vacation for three weeks}$

ARTICLE 19 - EQUAL OPPORTUNITY

Section 1. In accordance with the established policy of the company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of age, sex, color, creed, or national origin. The Employer and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to actively work toward the implementation of that policy.

Section 2. There will be no discrimination against any employee on account of membership in or activity on behalf of the Union.

ARTICLE 20 - HEALTH INSURANCE

Koosniic agrees to make contributions to the SEIU Health Insurance Plan in behalf of its employees at Batavia Federal Detention Center. The Employer will make hourly contributions up to a maximum of forty (40) hours a week. Effective March 5, 2001 Koosniic will contribute \$2.80 per hour for each covered employee, up to a maximum of 40 hours per week. Effective March 5, 2002 Koosniic will contribute \$3.05 per hour for each covered employee, up to a maximum of 40 hours per week. Effective March 5, 2003 Koosniic will contribute \$3.30 per hour for each covered employee, up to a maximum of 40 hours per week.

ARTICLE 21 - TRANSFER OF COMPANY TITLE OR INTEREST

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, in the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. This Article understands that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale. This section shall not apply to a sale of inventory or the premises.

ARTICLE 22 – SEVERABILITY

Section 1. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court to be unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

ARTICLE 23 – TERM OF THE AGREEMENT

This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. this Agreement shall be in full force and effect as of 3/05/01, upon ratification of the bargaining unit, up through 3/4/04 thereafter, if neither party serves written notice to the other party not less than ninety (90) days prior to the expiration date each year of any intent to renegotiate any of the contract provisions and/or wage schedule. Signatures of the parties indicate full and complete agreement.

FOR KOOSNIIC:

FOR THE UNION:

Name, Title Date

Name, Title Date

Name, Title Date

Name, Title Date

NEGOTIATING COMMITTEE:

Name, Title Date

See Signatures on
page 18

Appendix A

ECONOMIC ITEMS

- | | | | |
|------------------------|---|---|--|
| 1. Wages | 3% of wages effective March 5, 2001
3% of wages effective March 5, 2002
3% of wages effective March 5, 2003 | 2. Pension | 2% effective March 5, 2001
1% effective March 5, 2002
1% effective March 5, 2003 |
| 3. Health Insurance | \$2.80 Contribution per hour, up to 40 hours per week effective 3/05/01
\$3.05 Contribution per hour, up to 40 hours per week effective 3/05/01
\$3.30 Contribution per hour, up to 40 hours per week effective 3/05/03 | | |
| 4. Vacation/Sick Leave | Vacation: | Two (2) weeks of vacation after one (1) year of service.
Three (3) weeks of vacation after five (5) years of service.
Four (4) weeks of vacation after fifteen (15) years of service.
Five (5) weeks of vacation after twenty (20) years of service. | |
| | Sick Leave: | Six (6) days per year effective March 5, 2001
(Six days of sick leave equals 2.4% of pay) | |
| 5. Overtime | Double time and one half for employees working Thanksgiving, Christmas, and New Year | | |
| 6. Jury Duty | Regular Pay for Jury Duty up to 20 working days per year | | |
| 7. Bereavement Leave | Three (3) days paid leave per year for immediate family and two (2) days for other family members. | | |
| 8. Military Leave | Employee will continue to accrue regular sick and vacation leave while on approved military leave. | | |
| 9. Clothing Allowance | Annually -
Five (5) sets of uniforms annually (previously 3 sets)
Two (2) pairs coveralls for maintenance personnel
One (1) insulated jacket and gloves for outside workers for duration of contract
Shoes - \$75.00 annual allowance for craft workers
\$50.00 annual allowance for all other workers | | |