

CHAPTER 1

GENERAL

1-1. Purpose. This manual is a guide and basic reference for facility engineers and other personnel engaged in the preparation of contract documents and the administration of custodial services obtained by contract. It covers the preparation of special conditions, technical specifications, and bid schedules; and it defines some of the specific ASPR clauses which should be included in the general provisions of the custodial services contract. Additionally, it covers policies and procedures concerning the monitoring and administration of the special conditions, technical specifications, and bid schedules by facility engineering personnel and concerning soil reduction and improvement in maintainability of facilities.

1-2. Applicability. The material contained herein is applicable to all Army facilities other than medical and industrial facilities.

1-3. Responsibility. The facility engineer has the responsibility of preparing the special conditions, technical specifications, and bid schedules for contracting custodial services and for monitoring the performance of the contractor with regard to these sections. Additionally, the facility engineer has the responsibility for reducing the soiling and improving the maintainability of facilities whenever practical.

1-4. Approach

1-4.1. *Background*

1-4.1.1. A specific level of cleanliness is extremely difficult to define and is even more difficult to measure. A system to measure levels of cleanliness would have to include measurements of such parameters as loose, tangible soil—such as litter or grit; other visible soil—such as stains and discolorations; the presence and intensity of obnoxious odors; counts and growth rates of bacteria; the specific locations of soil (chewing gum or cigarette butts left in a water fountain would certainly detract from the cleanliness more than if such items were left in an ashtray); and many other factors.

1-4.1.2. Because of the difficulty in defining levels of cleanliness, Governmental cleaning contract specifications have often been ambiguous. The ambiguities have resulted in misunderstandings by bidders as to the desires of the government. As a result, bids based on the same set of specifications often vary widely. In fact, the accepted bid is some times so low that it is physically and financially impossible for the contractor to achieve the results desired by the Government.

1-4.1.3. The difficulty in measuring and defining cleanliness has led to instances in which the Government has accepted performance by the Contractor which neither complied with the required specifications nor yielded the intended results.

1-4.1.4. Because of these problems and the tendency of individuals to include their personal concepts of cleanliness in preparing and approving cleaning specifications, such specifications have become more detailed, more complex, often unnecessarily stringent, and always difficult to administer.

1-4.1.5. Because of limited knowledge of the technology of cleaning, Government personnel involved in preparing specifications have often concentrated on high levels of appearance while neglecting factors which contribute to the health and safety of occupants of an area or the protection of building surfaces, furnishings, and equipment.

1-4.1.6. Because of the emphasis on evaluating appearance without also monitoring the inputs of the cleaning process, many contractors have continually used inferior methods, equipment, tools, and chemicals. As a result, the Government has continually paid for custodial services which rely on ineffective or inferior techniques.

1-4.2 *Type of Contract.*

1-4.2.1. The concept of this document emphasizes not only the results but the inputs of the cleaning process. The type of chemicals, equipment, methods and procedures to be used are specified. Also, the minimum number of worked-hours to be ex-

pending for routine tasks in each area is specified. These factors can, for the most part, be quantified and provide a more sound basis for evaluating the contractor's performance than a purely subjective evaluation of the appearance of the areas. On some occasions, contractors have gradually reduced the level of service until it was noticed and then returned to the required level of performance only when the Government complained. The approach of this document reduces the chances of such actions by the contractor. In other words, the Government is more likely to obtain a consistent level of service at a competitive price, but not at a price that is low simply because the contractor plans to provide the Government with less service sometime during the term of the contract. In addition to specifying requirements for chemicals, tools and equipment, methods and worked-hours for routine work, the bid schedule included in this document requires the contractor to specify the minimum number of supervisory personnel to be provided, and to describe the supervisory organization. The special conditions section of this document requires that the contractor provide this minimum level of supervision each week.

1-4.2.2. Even though this approach emphasizes the inputs, the results of the Contractor's performance must meet the performance standards as defined in the Technical Specifications.

1-4.2.3. Although this approach, to a large extent, defines the technology to be used by the contractor, a value engineering incentive clause, in the contract encourages the contractor to make improvements and innovations.

1-4.2.4. No contract document alone can insure that cleaning objectives can be met at the most economical price. The contract must be administered by a competent individual who has been adequately trained in cleaning technology and inspection techniques. The work must be performed by a competent and cooperative contractor.

1-5. The Technical Representative of the Facility Engineer.

1-5.1. Technical Assistance. In order to properly prepare and administer the custodial services contract, the facility engineer normally will require technical assistance.

1-5.2. Staffing. The amount of time (Or the number of technical representatives) devoted to contract preparation and administration should be based on the amount of work involved and will vary from installation to installation (para 4-1.7.)

1-5.3. Scheduling. In order for the custodial

services to be observed while the work is in progress, the Technical Representative must spend considerable time on the evening or night shift unless the work is performed during the day shift. The normal work schedule of the Technical Representative must also be varied to observe conditions in an area during the area's normal period of occupancy.

1-5.4. Communication. The technical representative must have an adequate means of communication available for use at all times during the inspection of the work. A telephone must be available for receiving complaints from building custodian/monitors and for communicating with the contractor's job manager. Whenever the technical representative is away from the office, a means of contact such as a radio should be available and clerical support should be assigned to receive and relay telephone messages.

1-5.5. Transportation. The technical representative must have an adequate means of transportation available. Normally some type of powered vehicle is necessary unless the area involved is small and centralized.

1-6. What the Technical Representative Must Know.

1-6.1. Recent Innovations. Progress in the technology of cleaning has greatly improved the productivity of custodial service activities in the last few years. This increase in productivity was brought about by the development of new techniques, more efficient tools and equipment, and more effective cleaning chemicals. However, this advance in technology has not been utilized by custodial service contractors at most military installations. Since cleanliness is a highly subjective concept and is very difficult to measure, the process of competitive bidding alone will not assure that the Government will benefit from these improvements. In most instances, lower bids are based on the intention of the contractor to provide less than the specified service-not on productivity. Since the approach to contracting custodial services defined in this document specifies, to a large extent, the technology to be utilized by the contractor; the individuals preparing and administering the contract must be well trained in such technology.

1-6.2. Chemicals. The technical representative must be able to determine which types of chemicals should and should not be used to clean and disinfect the various types of surface finishes. The determination is made by reviewing product labels and certificates of compliance of the various chemicals used by the contractor. The chemicals used

must comply with the appropriate chemical specifications. The technical representative must also ascertain by observing the chemicals being used, that they are mixed and used correctly.

1-6.3. *Equipment and Tools.* The technical representative must be able to determine which types of tools and equipment should and should not be used in the various cleaning operations. This determination is made by reviewing the specifications of the equipment and tools used by the contractor. The equipment and tools must comply with the requirements of the contract. The Technical Representative must ascertain by observing the various types of equipment being used that they are being used correctly and are in good operating condition. The minimum types and quantities of equipment to be specified for each building, or large area in larger buildings, must also be determined by the Technical Representative.

1-6.4. *Techniques and Application.* The technical representative must be able to determine the most appropriate cleaning techniques and methods to be used in performing the various cleaning tasks and must be able to determine if these techniques are being correctly performed.

1-6.5. *Scheduling of the Work.* The technical representative must be able to determine during what time periods the work must be performed in order not to unnecessarily interfere with or interrupt the occupants of the various areas, and must be able to determine the frequency and scheduling of the various project work such as stripping and refinishing, carpet shampooing, wall washing, etc.

1-6.6. *Minimum Worked-Hours for Routine Work.* The technical representative must be able to determine the minimum number of worked-hours to be specified for routine cleaning of the various areas.

1-6.7. *Soil Reduction and Maintainability.* The technical representative must be able to determine when the soiling of buildings or areas can be economically reduced without unnecessary hindrance to building occupants. One of the most important aspects of soil reduction is knowledge of the types and applications of entrance mats and runners.

1-6.8. *Levels of Cleaning.* The technical representative must be able to recommend and define specifications for levels of cleaning for various types of areas in terms of tasks and their frequencies of performance.

1-6.9. *Results.* The technical representative must be able to ascertain by inspection, during the cleaning process and after completion of the work, that performance standards have been achieved.

1-7. Building Custodian/Monitors

1-7.1. *Assistance.* It is not practical for facility engineering personnel to attempt to inspect all areas serviced by the contractor on a daily basis. Therefore, the technical representative must rely to a large extent, on feedback from the persons occupying each area. Each building or each large area within a larger building or each group of smaller buildings must have an individual appointed to serve as the custodian/monitor for that area. The custodian/monitor must be informed by the technical representative of the services the Contractor is to provide.

1-7.2. *Reporting of Appearance Deficiencies.* Whenever significant nonperformance by the contractor occurs and can be detected by the appearance of an area, the custodian/monitor should report this information to the Technical Representative for follow-up action.

1-8. Clauses to be Included in the General Provisions

1-8.1. *Responsibility.* The Facility Engineer should coordinate activities with the Contracting Officer to insure that the clauses in 1-8.2 through 1-8.7 below are included in the general provisions of the contract document.

1-8.2. *Contract Term*

1-8.2.1. The contract general provisions shall specify that the term of the contract shall be for an initial period of 1 year, beginning with the date specified in the notice to the contractor to proceed. The initial contract period term may be extended for two additional 1 year terms at the sole discretion of the Government.

1-8.2.2. Unless the contractor's performance has been consistently below expectations, it is normally in the best interests of the Government to extend the contract to the second and third terms. Although they are difficult to isolate and quantify, significant costs are associated with changing contractors. In many cases, these costs alone would offset any price reduction resulting from solicitations of bids each year. When the entire term of a contract is only 1 year, all costs of equipment and other one-time start-up costs must be amortized and recovered by the contractor within that year. This increases the costs of the contractor's services and increases the prices the Government must pay for these services. Also, when working under 1-year-only contracts, some contractors will postpone once-a-year project work as long as possible and perform these projects at a minimum level of quality (if at all). Even though the organizational

relationship between the contractor and those Government personnel administering the contract is clearly specified, different contractors have different supervisory and management styles. The increased familiarization with these styles which would come after 1 year's service could simplify the administration of the contract and provide other advantages to the Government.

1-8.3. Bid Guarantee. All bids must be accompanied by a bid guarantee of not less than 20 percent of the total contract price for one year.

1-8.4. Performance and Payment Bond. The selected bidder must provide a Performance and Payment Bond of not less than 50 percent of the total contract price for 1 year.

1-8.5. Inspection of Services. ASPR 7-1902-4,

Inspection of Services, shall be included in the General Provisions.

1-8.6. Value Engineering Incentive. The Value Engineering Incentive clause in ASPR 7-104.44 (a) shall be included in the General Provisions of the contract (ASPR 1-1702.1)

1-8.7. Payments Clause. The contract shall contain the Payments clause set out in ASPR 7-103.7. In addition, the following clause shall be included in the contract:

"RETAINAGE FROM PAYMENTS. In making payments of invoices or vouchers under the terms of the Payments clause of this contract, there shall be retained 10 percent of the amount of each invoice or voucher pending final completion of the contract."