

Cleaning Services Local Buying Agreement Guidelines

These guidelines are effective February 2009. *This revision of the Cleaning Services Local Buying Agreement Guidelines replaces and rescinds all previously published versions of these guidelines.*

*Jointly developed by
Headquarters Supply Management and
Headquarters Accounting
February 2009*

UPDATE NOTICE

Cleaning Services Local Buying Agreement Guidelines, March, 2008, has been replaced with an updated version, February 2009.

The following table lists the updates (highlighted) to the February 2009 version.

Attachment	Title	Type of Change
Attachment 6	Local Cleaning Services Agreement Modification Instructions	Content change: 1. One time decrease of next check: A postmaster may decrease a contract cleaner's check for missed work. The exact amount and missed service dates must be indicated.
Attachment 6	Local Cleaning Services Agreement Modification Form	Additions: 4. Purpose of this modification: Missed Service Dates: from _____ to _____ Payment Information (bottom of the form): or *visit the ADM website (with *path to Accounts Payable Invoice Inquiry)

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Procuring Cleaning Services

There are two methods for procuring cleaning services at Post Office facilities: Local Cleaning Service Agreements and Category Management Center (CMC) Contracts.

Local Cleaning Service Agreements may be used to procure cleaning services from self-employed individuals or cleaning service companies as follows:

Self-Employed Individuals

The annual dollar amount of cleaning service is less than \$10,000 and a self-employed cleaner performs the cleaning service.

Cleaning Service Companies

The annual dollar amount of cleaning service is less than \$2,500 and a service company performs the cleaning service.

The Field Maintenance Office (FMO) should be consulted to ensure the determination to subcontract cleaning services is in compliance with ASM 535.26, as revised by the Subcontracting Cleaning Services Memorandum of Understanding between the U.S. Postal Service and the American Postal Workers Union, AFLCIO Maintenance Craft.

Consult the FMO to provide the estimated cost (in accordance with the Administrative Support Manual (ASM) and with your approved budget). Maintenance must be consulted and funding approval must be obtained through eBuy. All supporting documents must be maintained in the postmaster's cleaning service file.

Each Post Office using the local buying procedures for cleaning services must have a completed and signed copy of the **Cleaning Agreement, PS Form 7355** on file. Any contracts initiated after October 2006, need to use the revised version of PS Form 7355 (October 2006). The postmaster maintains the original and the cleaner receives a copy of the PS Form 7355. The revised form included in this guide replaces previous agreements. The Service Contract Act is incorporated into PS Form 7355. PS Form 7355 is available on the USPS Blue Page at: <http://blue.usps.gov/formmgmt/forms/ps7355.pdf>.

Recurring Cleaning Services for One Year or Longer

The Contractual Payables Branch of Accounting Services in San Mateo, California pays local cleaning agreements for recurring services of one year or longer (two years maximum). The payment schedule for the contract cleaners is different from the schedule for postal employees. Postal employees are paid every week 1 of a pay period, while contract cleaners are paid every week 2 of a pay period. For this reason, the contract cleaner must start work on week 2 so that the recurring payment is generated on the correct week.

The entire Local Agreement and all attachments must be properly completed and retained in the local office for a full two years after the agreement expires. The completed "Cleaning Services Agreement and Payment Authorization" (Attachment 5) is the only document you need to send to Accounting Services in San Mateo:

CONTRACT CLEANER UNIT / Contractual Payables Branch
ACCOUNTING SERVICES
2700 CAMPUS DRIVE
SAN MATEO, CA 94497-9426

Recurring Cleaning Services for a Temporary Period (Less Than One Year)

The Field Payables Branch of Accounting Services in San Mateo, CA pays local cleaning agreements for recurring cleaning services performed for a temporary period (less than one year.) Complete the Cleaning

Agreement PS Form 7355 (Attachment 3), available on the USPS Blue Page at <http://blue.usps.gov/formmgmt/forms/ps7355.pdf> and retain in the local office. For each vendor invoice, complete a PS Form 8230, *Authorization for Payment*, and submit it along with each original invoice to the Scanning and Imaging Center at this address:

USPS SCANNING AND IMAGING CENTER
PO BOX 9000
SIOUX FALLS, SD 57117-9000

Important: *Local cleaning agreements must be retained in the local office for two years after their expiration date.*

Non-Recurring One-Time Cleaning Services

Pay one-time, non-recurring cleaning services locally using a no-fee money order up to \$500. The invoice for these services must be retained in the local office (do not send it to the Scanning and Imaging Center). Complete PS Form 8231, *Vendor Payment 1099 Reporting Form*, for each invoice and send to the Scanning and Imaging Center at this address:

USPS SCANNING AND IMAGING CENTER
PO BOX 9000
SIOUX FALLS, SD 57117-9000

CMC Contracts

Cleaning service contracts of \$10,000 or more per year for an individual and \$2,500 or more per year for a service firm are issued by the Western Services Category Management Center. Request a cleaning service contract for a self-employed cleaner whose services will total \$10,000 or more annually or with a cleaning service company whose services will total \$2,500 or more annually through an eBuy requisition. Once the eBuy requisition is approved, it will automatically route to the Western Services Category Management Centers (Chicago/San Francisco). The CMC will then download the eBuy requisition and email the designated COR and eBuy requisitioner a receipt acknowledgement with an estimated award timeline.

For more information, contact the Western Services CMC by emailing the office that manages cleaning services contracts in your area:

- If you are in the Capital Metro, Eastern, Northeast, Great Lakes, or New York Metro area, send an email to: cleaningservices-chicago@usps.gov
- If you are in the Pacific, Southeast, Southwest, or Western area, send an email to: cleaningservices-sanfrancisco@usps.gov

Refer to the **Cleaning Services Frequently Asked Questions (FAQs)** posted on the USPS Blue Page>Inside USPS>Supply Management (under Finance)>Western Services CMC (under Other CMCs) or click on the following link:

http://blue.usps.gov/purchase/doc/ser_cleaning_services_faq.doc

Note: In the Alaska, Hawaii, and Puerto Rico districts, cleaning service requests above the specified local agreement dollar thresholds are handled by their respective district purchasing personnel.

Local Cleaning Services Requirements

Postmasters must adhere to the following requirements when procuring local cleaning services:

ADMINISTRATIVE PROCEDURES

- Locally advertise the opportunity to provide cleaning services in the facility after obtaining budget approval and concurrence with Maintenance.
- Follow the Maintenance Management Order (MMO) for the Consolidated Policy on Custodial Cleaning. Refer to Policies on the MTSC Clean page at: <http://www.mtsc.usps.gov/equipment/clean>.
- Sign/obtain approvals and signatures on a properly approved funding document. (eBuy is the only approved method for creating and approving funds for cleaning services.) Maintain approved forms in postmaster's file.
- Complete and sign the Cleaning Agreement and the PS Form 7355 (Attachment 3), available on the USPS Blue Page at <http://blue.usps.gov/formmgmt/forms/ps7355.pdf>. If the agreement is for one year or longer (maximum two years), submit a "Cleaning Services Agreement and Payment Authorization" form (Attachment 5) to Accounting Services in San Mateo, CA. Maintain signed forms in postmaster's cleaning service file.
- Adhere to the 14 Principles of Ethical Conduct for Employees (Attachment 8) when awarding and operating the agreement.

CONTRACTOR ORIENTATION PROCEDURES

- Before any cleaning services are performed, all required training (such as HAZCOM and Asbestos Awareness training if asbestos is present in the facility) must be completed within the contractor's regular work schedule. Obtain signatures on training forms (Attachments 1 and 2), as applicable and submit as indicated on form.
- Furnish the selected cleaner a copy of Statement of Work (Attachment 9) and information on floor care and maintenance. If the floor contains asbestos, adherence to environmental & safety regulations regarding care of asbestos-containing flooring material is mandatory.
- Familiarize the cleaner with the facility, including any storage locations, supplies, equipment, duties and areas containing asbestos (if any). Furnish all cleaning supplies from approved sources as applicable and provide a copy of Statement of Work (Attachment 9) and information on floor care and maintenance.
- Explain the work to be performed, the frequency of work, and how payment will be made. No taxes are withheld from the contractor's payments.
- Provide clearances and identification badges, as required.
- Track cleaner's work time and monitor performance. Have cleaner initial the Local Cleaning Services Daily Work Log (Attachment 4) and maintain the log.
- Explain that loitering in the facility is prohibited once work is completed.
- Advise the cleaner that the individual is a contractor and is paid by the job—NOT by the hour—and that he or she is NOT a USPS employee.
- Treat cleaner with dignity and respect.
- Notify the Contract Cleaning Unit of the Contractual Payables Branch of Accounting Services in San Mateo, CA if work is not being performed in accordance with the Cleaning Agreement (PS Form 7355). Complete and submit a "Cleaning Services Agreement Modification" form (Attachment 6).
- To modify any part of the Cleaning Agreement, complete a "Local Cleaning Services Agreement Modification" form (Attachment 6) and send to the Contract Cleaning Unit of Accounting Services in San Mateo, CA.

When managing cleaners, Postmasters must **not**:

- Hire USPS employees, including any person working as postmaster relief.
- Hire relatives of USPS employees who live in the same household, if the USPS employee is in a supervisory position.
- Allow cleaners to perform postal-related work.
- Allow cleaners to perform work outside the scope of the local cleaning services agreement.
- Allow cleaners to use the time clock or record actual hours worked.
- Withhold payment from cleaners for any reason other than daily job pay adjustment.
- Accept gratuities.
- Terminate contracts other than as stated on the Cleaning Agreement PS Form 7355 (Attachment 3).
- Schedule cleaning services when Postal Service employees are **not** on duty.

Local Cleaning Services Payment Procedures

The following quick reference outlines the procedure for processing Local Cleaning Service Agreements with the corresponding actions and associated attachments.

- Locally pay invoices for **one-time non-recurring cleaning services** using a no-fee money order (up to \$500). Complete PS Form 8231, *Vendor Payment 1099 Reporting Form*, and submit it to:

USPS SCANNING AND IMAGING CENTER
PO BOX 9000
SIOUX FALLS, SD 57117-9000

- The Field Payables Branch of Accounting Services in San Mateo, CA pays invoices for **local agreements that cover services provided for less than one year**. Complete PS Form 8230, *Authorization for Payment*, and submit it along with the original cleaning vendor's invoice to:

USPS SCANNING AND IMAGING CENTER
PO BOX 9000
SIOUX FALLS, SD 57117-9000

Retain Cleaning Agreement PS Form 7355 (Attachment 3) in the local office for two years after the agreement expires.

- Complete a "Cleaning Services Agreement and Payment Authorization" form for **local agreements that cover services provided for one year or longer**. Work must start the Saturday of week 2 for each pay period because cleaners are paid in weeks 2 and 4. Mail the completed Payment Authorization form (Attachment 5) to:

CONTRACT CLEANER UNIT/Contractual Payables Branch
ACCOUNTING SERVICES
2700 CAMPUS DRIVE
SAN MATEO, CA 94497-9426

Retain Cleaning Agreement PS Form 7355 (Attachment 3) in the local office for two years after the agreement expires.

- Establish security clearance for cleaner. Complete and sign Certification Basic Security Clearance form (Attachment 7).
- Initiate termination, as applicable. Review the terms and conditions of the Cleaning Agreement PS Form 7355 (Attachment 3) for termination of any agreement. Submit Attachment 6 to Accounting Services in San Mateo, CA, indicating date of termination for cleaning services provided for one year or longer.

Renewing a Local Cleaning Services Agreement

To renew a cleaning agreement for up to \$10,000 (self-employed individuals) or \$2,500 (service companies), make sure the cleaning services are included in your budget and that an eBuy request has been approved. Then, follow these procedures:

1. Complete and retain a new PS Form 7355, *Cleaning Agreement*.
2. Complete and sign a new "Cleaning Services Agreement and Payment Authorization" form.
3. Mail the completed "Cleaning Services Agreement and Payment Authorization" (Attachment - 5) to this address:

CONTRACT CLEANER UNIT/Contractual Payables Branch
ACCOUNTING SERVICES
2700 CAMPUS DRIVE
SAN MATEO, CA 94497-9426

Note: The Contractual Payables Branch in San Mateo CA must receive this form **at least 15 working days** prior to the expiration of the existing contract.

To renew a contract for less than a year, complete a PS Form 8230, Authorization for Payment, and submit it along with the original cleaning vendor's invoice to the Scanning and Imaging Center at this address:

USPS SCANNING AND IMAGING CENTER
PO BOX 9000
SIOUX FALLS, SD 57117-9000

Expired local agreements must be retained in the local office for two years after they have expired.

Asbestos Awareness and HAZCOM Training Requirements

General

The Postal Service is subject to the Occupational Safety and Health Administration (OSHA). All custodians (postal employees and contractors) are protected under OSHA standards. The Postal Service is obligated to provide hazardous communication (HAZCOM) training at all sites and asbestos awareness training at facilities where asbestos is present. The training is intended to protect both our employees and our contractors through education about safe work practices. In some districts, you may obtain videos from the District Safety and Health Manager and the District Environmental Compliance Coordinator. In facilities where videos are not provided, consult the local city directory for sources.

The District coordinators are responsible for tracking this training and providing guidance. The District Environmental Compliance Coordinators are responsible for the asbestos program. District Managers, Safety and Health are responsible for HAZCOM. Some contractors may have questions about safety issues. Refer these questions to the appropriate coordinator.

Asbestos Awareness Training

The facility manager or his/her designee must check the asbestos survey located on site to determine if asbestos is located in the facility. If asbestos is present, the facility manager must obtain written certification from the cleaner using Attachment 1, Certification of Asbestos Training for Contract Custodians, stating that he/she has received the asbestos awareness training indicated. The facility manager must identify the specific locations of the asbestos on the first day of cleaning. Asbestos awareness training is required ONLY if asbestos is present in the building.

Hazardous Communication Training

Hazardous communication (HAZCOM) training must be provided and a written certification of this training obtained using Attachment 2, Certification of HAZCOM Training for Contract Custodians. The facility manager must acquaint the contractor with the facility's HAZCOM program, material safety data sheets, and a list of the chemicals used in the performance of the contract. HAZCOM training is required at all sites.

Documentation

The facility manager must maintain all completed Asbestos Awareness and HAZCOM training certifications. Copies must be forwarded within 10 working days to:

- District Asbestos Program Coordinator (all asbestos certifications)
- Manager, Safety & Health (all HAZCOM certifications)

If your contractor has already received the required training, request a copy for your cleaning files. Because this is a required procedure, do not permit a contractor to clean the facility if he or she refuses to complete the form, Contact your District Asbestos or HAZCOM Coordinator, as appropriate.

Payment for Training

Cleaners are considered to be working during HAZCOM and asbestos orientations and must be paid for training time. Accomplish training within the contractor's regular work schedule, and allocate approximately two hours for HAZCOM training and two hours for the asbestos orientation (if needed). Payment for training must be built into the orientation and paid as part of the

contractor's biweekly payments. Training usually occurs on the first day of the local agreement performance period and *before* the contractor begins actual cleaning of the facility.

Asbestos and HAZCOM Resources

District Asbestos Program Coordinator

Contact your District Asbestos Program Coordinator to obtain:

- Asbestos training video
- Guidance, if you do not have an asbestos survey at your site
- Answers to questions about safety

District HAZCOM Coordinator

Contact your District HAZCOM Coordinator to obtain:

- HAZCOM video
- Guidance about HAZCOM program requirements
- Assistance in preparing your chemical inventory list
- Answers to questions about safety

Care of Asbestos-Containing Flooring Material

Maintain all vinyl and asphalt-based flooring materials in accordance with these instructions unless the Facility Asbestos Coordinator (FAC) demonstrates that the flooring does not contain asbestos. The following work practices apply to the handling of asbestos flooring material:

- Sanding of asbestos flooring material is prohibited.
- Stripping of finishes shall be conducted using low abrasion pads at machine speeds less than 300 revolutions per minute (rpm) and using wet methods.
- Stripping pads are not allowed.
- Burnishing or dry buffing may only be performed on asbestos flooring that has sufficient finish so that the pad cannot contact the asbestos flooring material.
- Low speed spray buffing is strongly recommended rather than the high speed burnishing process.
- Burnishing has a very strong potential to disturb or release asbestos fibers for reasons beyond the control of the machine operator.
- Uneven floor surfaces and insufficient thickness of floor finish can cause fiber release in potentially high concentrations.

Take the following steps to safely maintain asbestos-containing flooring materials:

1. Wet-strip the floor with a less than 300-rpm scrubber/buffer with a low-abrasion scrubbing pad. Use a commercial stripping product. Remove the liquid from the floor before it dries. In most states, the liquid waste can be disposed of in a sanitary drain. Check with the local sewage authority to determine if this is the case in your facility.
2. Apply two to four coats of floor sealer to the stripped flooring. It is recommended that the stripper, sealer, and finish all come from the same company. Follow the manufacturer's application instructions.
3. Apply two to four coats of finish over the sealer. Follow the manufacturer's application instructions.
4. Use a spray-on product and a low-speed buffer to maintain the floor. When refinishing becomes necessary, use a commercial stripping product to remove the wax finish only and leave the sealer intact. Low-speed stripping and buffing operations may take a little longer to accomplish, but will produce excellent results with minimal health and safety risks.

In Case You Were Wondering . . .

The following scenarios may help you make the transition from Western Services CMC contracts to local cleaning service agreements.

Scenario 1: Changing from a CMC Contract to a Local Cleaning Service Agreement

Question:

It is almost time for my contract to expire, and although I'm satisfied with my current cleaning contractor, the cost is less than \$10,000 a year from a sole proprietor or less than \$2,500 from a cleaning services company, and I would rather obtain services under the local agreement procedures. How can I do that?

Answer:

The Contracting Officer's Representative (COR) should allow the contract to expire. Then, proceed with the procedures for creating a new cleaning agreement.

Scenario 2: Terminating an Existing CMC Contract

Question:

My contractor is not doing a good job cleaning my office. I want the CMC to terminate the contract so that I can get another cleaning service under the local cleaning service agreement procedures. How do I go about this?

Answer:

Only the contracting officer at CMC can issue a notice of termination (whether for cause or on notice) under a CMC contract. However, you should document the unsatisfactory service and appoint a time to discuss all deficiencies with your contract cleaner. Allow at least ten days for correction of deficiencies. If unsatisfactory performance is not corrected, a notice of termination may be issued (either oral or written). Once the contract is terminated, you may select another cleaner to clean your postal facility. Be sure to follow the procedures for installing a temporary cleaner, as well as for initiating a new cleaning agreement. Contact the CMC Purchasing Specialist for more information.

Scenario 3: Not Renewing an Existing Cleaning Service Contract

Question:

I am not that happy with my contract cleaner but I can live with him/her until the contract term expires. Will there be any problems if I decide not to renew the contract and go to local agreement procedures?

Answer:

No. Once the contract expires, the Postal Service's contractual obligation to the cleaner ceases to exist.

Scenario 4: Terminating a CMC Contract within the 30-Day Termination Period

Question:

My contractor isn't doing bad work but I've found someone else I'd rather have as a contract cleaner I'd like to terminate the contract and hire the other cleaner under the Local Cleaning Service Agreement procedures. Is this possible under the 30-day termination clause in the contract?

Answer:

When the Postal Service enters into a contractual obligation, there must be adequate justification for termination. Otherwise, the Postal Service could face adverse consequences. Changes in USPS requirements or poor performance are two acceptable reasons for termination. Since the contract cleaner is performing satisfactorily, and there is a continuing need for cleaning services, "Termination for Cause" would not be appropriate. In this scenario, a "Termination on Notice" may be issued to the contract cleaner at least 30 days prior to the termination date. This is done only if CMC concurs with the Postmaster. The CMC will then issue a Modification to terminate and close the contract.

Note: If the yearly cost of local agreements is less than \$10,000.00 for individuals and less than \$2,500.00 for firms, the Postmaster can obtain a new local agreement.

Scenario 5: Renewing a CMC Contract as a Local Cleaning Agreement**Question:**

I am happy with my contract cleaner and would like to renew the contract using a Local Cleaning Agreement when the contract term expires. What are the procedures?

Answer:

To renew a cleaning agreement for up to \$10,000 (self-employed individuals) or \$2,500 (service companies), make sure the cleaning services are included in your budget and that an eBuy request has been approved. Then, follow these procedures:

1. Complete and retain a new PS Form 7355, *Cleaning Agreement*.
2. Complete and sign a new "Cleaning Services Agreement and Payment Authorization" form.
3. Mail the completed "Cleaning Services Agreement and Payment Authorization" (Attachment - 5) to this address:

CONTRACT CLEANER UNIT/Contractual Payables Branch
ACCOUNTING SERVICES
2700 CAMPUS DRIVE
SAN MATEO, CA 94497-9426

Note: The Contractual Payables Branch in San Mateo CA must receive this form **at least 15 working days** prior to the expiration of the existing contract.

To renew a contract for less than a year, complete a PS Form 8230, Authorization for Payment, and submit it along with the original cleaning vendor's invoice to the Scanning and Imaging Center at this address:

USPS SCANNING AND IMAGING CENTER
PO BOX 9000
SIOUX FALLS, SD 57117-9000

Attachment 1. Asbestos Awareness Training Certificate

The Occupational Safety and Health Administration (OSHA) requires asbestos awareness certification (Class IV level) and annual refresher training for all custodial and maintenance personnel in buildings that have asbestos containing materials. Contractors shall submit a copy of their certifications prior to beginning work. If contractors have not already received Class IV training, the postmaster or other designated U.S. Postal Service personnel can provide such training. This “on the job” training must be based on a review of the asbestos survey (if available) and the asbestos training materials described below. The contractor must follow U.S. Postal Service or equivalent Class IV work practices, in accordance with OSHA regulations (see 29 CFR 1910.1001 (k) (Housekeeping)). Prior to beginning work, the contractor shall sign the certification below stating that they have reviewed the Post Office's asbestos survey (if available), understand the requirements, and are familiar with locations of asbestos in the office.

The following form must be completed and returned to the facility manager after review of the above training materials and familiarization with required asbestos work practices.

CERTIFICATION OF ASBESTOS TRAINING FOR CONTRACT CUSTODIANS

This acknowledges that I have reviewed and become familiar with the asbestos training materials, asbestos work practices, and Operations and Maintenance plan for the facility in which I work as described below. I understand that I will not be allowed to undertake any cleaning activities that would disturb asbestos containing building materials as a result of work I am required to perform under contract to the Postal Service. I further acknowledge that I have been informed where asbestos containing materials are located in this facility.

I certify that I have viewed, read, and become familiar with the following asbestos training materials and required work practices: (*check all that apply*)

- ☐ Asbestos video or comparable two-hour training (**required**)
- ☐ Asbestos survey (**if available**)
- ☐ Asbestos Operations and Maintenance Plan (**if available**)
- ☐ Cleaning practices applicable to asbestos containing building materials (**required**)
- ☐ Prohibited activities applicable to asbestos containing building materials (**required**)
- ☐ Location and purpose of asbestos signs and labels (**required**)

Signature of Custodian

Printed Name of Custodian

Date

Name of Post Office

Address of Post Office

City

State

ZIP +4

(rev. 09/ 2002)

Copies of ALL asbestos training certifications must be sent to the District Asbestos Program Coordinator within 10 working days after training is completed.

Attachment 2. HAZCOM Training Certificate

The Occupational Safety and Health Administration (OSHA) requires hazardous communication (HAZCOM) training and annual refresher training for all custodial and maintenance personnel (see 29 CFR 1910.1200.h). The postmaster or other designated U.S. Postal Service personnel must ensure training requirements are met. Contractors shall submit a copy of their certification prior to beginning work. The contractor must be trained on the methods and observations that may be used to detect the presence or release of hazardous chemicals in their work area and the postal hazardous communication program, including an explanation of the labeling system, the material safety data sheets, and how employees can obtain and use the appropriate hazard information. All chemicals (including cleaning products) used in the performance of this contract must meet postal and OSHA regulated guidelines and be approved by the postmaster PRIOR to use.

The following form must be completed and returned to the facility manager after review and familiarization with the required HAZCOM training materials.

CERTIFICATION OF HAZCOM TRAINING FOR CONTRACT CUSTODIANS

This acknowledges that I have reviewed and become familiar with the postal facility's hazardous communication program, chemical inventory list, and the material safety data sheets. I understand that I will not be allowed to introduce any chemicals or cleaning products that do not meet postal and OSHA regulated guidelines and have not first been approved by the postmaster.

I certify that I have viewed, read, and become familiar with the following hazardous communication training materials and work practices: (*check all that apply*)

- ☐ HAZCOM Video or comparable training
- ☐ HAZCOM Program
- ☐ Chemical Inventory List
- ☐ Material Safety Data Sheets

Signature of Custodian

Printed Name of Custodian

Date

Name of Post Office

Address of Post Office

City

State

ZIP+4


(rev. 09/ 2002)

Copies of all HAZCOM certifications must be sent to the District Manager, Safety and Health within 10 working days after training is received.

Attachment 3. Cleaning Agreement (PS Form 7355)

This form is a sample ONLY for your information. For an actual form, go to the USPS Blue Page at <http://blue.usps.gov/formmgmt/forms/ps7355.pdf> or contact a Purchasing Specialist.

SAMPLE ONLY

 Cleaning Agreement	
<p>The supplier named below agrees to perform cleaning services at the _____ postal facility</p> <p>for the sum of \$ _____ per annum for a _____ period. Payment will be made bi-weekly from the United States Postal Service® San Mateo Accounting Service Center. The Postal Service™ will not withhold funds or take any other kind of deduction from these payments. Supplier payment information is reported to the Internal Revenue Service via IRS Form 1099.</p> <p>Cleaning service will be of the kind and quality offered and sold in the commercial marketplace under commercial terms and conditions. The Postal Service reserves the right to reject any work if it finds to be unsatisfactory.</p> <p>The supplier, by signing this form, certifies that he/she is not a postal employee or a member of the immediate family (see USPS Supplying Principles and Procedures/General Procedures/Contracts with Former Postal Service Officers, Executives, and Employees, and Employees and their Immediate Families) of a supervisory postal employee. The supplier agrees and acknowledges that he/she is performing this service as an independent contractor and not an employee of the Postal Service for any purpose, and that the terms of this agreement shall not be construed to create any further relationship between the parties other than an independent contractor status.</p> <p>Unless otherwise agreed, the Postal Service will provide reasonable quantities of cleaning equipment and supplies. The supplier will hold harmless and indemnify the Postal Service and its officers, employees, agents and representatives, from all claims, losses, damages, actions or causes of action resulting from the negligent acts or omissions of the supplier, his/her agents, employees or representatives.</p>	
Supplier Name	Supplier's Taxpayer Identification No. (TIN)/Social Security No. (SSN)
Street Address (No., suite/apartment no.)	Supplier's Telephone No. (include area code)
City, State, and ZIP+4®	Agreement Start Date
Postmaster's Signature and Date	Supplier's Signature and Date
<p>Terms and Conditions</p> <p>Clause 1-1, Definitions and Abbreviations (March 2005)</p> <p>a. The contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-612) (the Act or "CDA").</p> <p>b. Except as provided in this Act, all disputes arising under or relating to this contract must be resolved under this clause.</p> <p>c. Claims "as used in this clause, means a written demand or written action by one of the contracting parties seeking, as a matter of right, the payment of money for a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written action by the supplier seeking the payment of money exceeding \$100,000 is not a claim under this clause unless required by a subpoena duces tecum before a voucher, invoice, or other non-demand for payment that is not in dispute when submitted is not a claim under the Act. The clause of action may be commenced to a claim under this clause by complying with the arbitration and mediation requirements of this clause. It is a dispute either a liability or amount is not agreed upon in a reasonable time.</p> <p>d. (1) A claim by the supplier must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the supplier is subject to a written decision by the contracting officer.</p> <p>(2) For supplier claims exceeding \$100,000, the supplier must submit with the claim the following certification:</p> <p>"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the supplier believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the supplier."</p> <p>(3) The certification may be assessed by any person duly authorized to bind the supplier with respect to the claim.</p> <p>e. For supplier claims of \$100,000 or less, the contracting officer may, if requested in writing by the supplier, render a decision within 60 days of the request. For supplier claims exceeding \$100,000, the contracting officer must, within 60 days, decide the claim or notify the supplier of the date by which the decision will be made.</p> <p>f. The contracting officer's decision is final unless the supplier appeals or files a suit as provided in the Act.</p> <p>g. When a claim is submitted by or against a supplier, the parties, by mutual consent, may agree to use an alternative dispute resolution (ADR) process to decide the matter. The ADR decision is subject to the decision of the contracting officer.</p> <p>h. The Postal Service will pay interest in the amount found due and unpaid from:</p> <p>(1) The date the contracting officer receives the claim (properly certified if required); or</p> <p>(2) The date payment otherwise would be due, whichever is later, until the date of payment.</p> <p>Clause 1-2, Remedies and Response (March 2005)</p> <p>a. The supplier is responsible, without additional expense to the Postal Service, for obtaining any necessary licenses and permits, and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the contract. The supplier is responsible for all damages to persons or property, including environmental damage, that occur as a result of the act of the supplier or negligence. The supplier must take proper care and hold in place a line to protect the work, the workers, the public, the environment, and the property of others.</p> <p>Clause 1-3, Remedies and Response (March 2005)</p> <p>a. The Postal Service may terminate the contract for default if, after notice and a hearing, the Postal Service and a board of contract appeals determine that the supplier or the supplier's agent or other representative:</p> <p>(1) Offered or gave a gratuity or gift (as defined in a CFAA statute) to an officer or employee of the Postal Service; and</p> <p>(2) Intended by the gratuity or gift to obtain a contract or desirable means under a contract.</p> <p>b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under the contract.</p> <p>Clause 1-4, Service Contract Act (SCA) (March 2005)</p> <p>Except to the extent that an exemption, variances, or tolerance would apply if this contract were made under the SCA, the supplier and any subcontractors or their pay employees engaged in performing work on the contract shall be minimum wage qualified in accordance with (1) of the Fair Labor Standards Act of 1938, as amended (Regulations and Interpretations of the Service Contract Act of 1965, as amended, are contained in 29 CFR Part 4. See Privacy Act Statement).</p> <p>Termination on no action</p> <p>Either the Postal Service or the supplier may terminate this contract on 60 days' written notice to the other.</p> <p>Termination for cause</p> <p>The Postal Service may terminate the contract for cause if the supplier fails to perform all of the services required in the contract, or fails to maintain appropriate records of performance while on Postal premises. The supplier does not have the right to terminate the contract for cause.</p> <p>See Privacy Act Statement on Reverse.</p>	
<p>PS Form 7355, October 2005 (Page 2 of 2)</p>	
<p>Privacy Act Statement: To the extent that the information you provide to about an individual, the Privacy Act will apply. Your information will be used to enter into an agreement to perform cleaning services. Collection is authorized by 39 USC 401, 404, 410, and 2010. Providing the information is voluntary but if not provided, we may not process the agreement. We may only disclose your information as follows: in relevant legal proceedings; to law enforcement when the USPS or a requesting agency is aware of a violation of law; to a congressional official at your request; to a federal or state government agency to perform a duty, to labor organization to resolve a dispute required by law; to federal, state, local or foreign government agencies regarding personnel matters; to the Equal Employment Opportunity Commission; to the Merit Systems Protection Board or Office of Special Counsel; and to financial entities regarding financial transactions on loans. For more information regarding our privacy policy visit usps.com.</p>	

Attachment 4. Local Cleaning Services Daily Work Log

Fiscal Year: _____

Cleaner's Name: _____

Effective Date: _____

Expiration Date: _____

Date Worked	Job Completed	Cleaner's Initials	Postmaster's Signature	Postmaster's Comments

Both the cleaner's initials and the postmaster's signature indicate that the required cleaning services were completed for the day.

Comments:

Attachment 5. Local Cleaning Services Payment Authorization Instructions and Form

Instructions

1. Agreement Number EXAMPLE: 123456-999-05-01

123456 - Finance number of Post Office
999 - Postmaster/station manager's pay location
05 - Fiscal year when agreement is established
01 - A sequential number that must not change during the term of the agreement.
When the agreement is cancelled and a new cleaner is contracted, the new sequential number will be # 02.

2. Postmaster name, address, phone number, and finance number

3. Contract Cleaner's Name, SSN, and mailing address:

Contract Cleaner's Name - Legal name of the contract cleaner
SSN or TIN - Social Security Number or Tax Identification Number of the contract cleaner
Mailing address - Address where check payment is mailed

Self-Employed Individuals—The annual dollar amount of cleaning services is less than \$10,000 and the cleaning services are performed by a self-employed cleaner.

Cleaning Service Companies—The annual dollar amount of cleaning services is less than \$2,500 and the cleaning services are performed by a service company.

4. Payment Method: Check or Electronic Fund Transfer (EFT)

Check - Check payment will be mailed to the cleaner's mailing address
EFT - Electronic Funds Transfer - A completed PS Form 3881-X must be submitted along with the "Cleaning Services Agreement and Payment Authorization" (Attachment 5)
<http://blue.usps.gov/formmgmt/forms/ps3881x.pdf>

5. Account Information /Terms of the Contract:

General Ledger Account (GLA) number - 52311 is the account number for Contract Job Cleaners – Building Services
Begin Date - date service starts
End Date - date service ends (not less than 1 year and not to exceed two years)
Bi-weekly payment - annual payment divided by the number of pay periods
Annual payment - yearly payment (equivalent to 26 pay periods)
Less than \$10,000 for self-employed individuals or less than \$2,500 for service companies.

6. Signatures and dates: The agreement must be signed and dated by both the contract cleaner and an authorized USPS official.

Cleaning Services Agreement and Payment Authorization*

Attachment 5

* For annual payments under \$10,000 for self-employed individuals or under \$2,500 for cleaning service companies.

1. Agreement Number (13 digits):

(Finance No – Pay Location – Fiscal Yr – 2-Digit Sequence No)

2. Postmaster Name:

Facility Address: _____

Phone No: () _____

Finance No: _____

3. Contract Cleaner's Name:

Please check one:

☐

Self-employed individual

☐

Cleaning service company

SSN / TIN: _____

Mailing Address: _____

4. Payment Method:

_____ Check: - Check payment is mailed to the contractor cleaner's mailing address

_____ EFT: - Electronic Funds Transfer - Attach a completed PS Form 3881-X

5. Accounting Info /Term of Contract (minimum 1 year, and **not to exceed 2 years)**

General Ledger Acct No (GLA) 52311

Bi-weekly Payment: \$ _____ Annual Payment: \$ _____

Service Begins on: _____ Service Ends on: _____

6. Signature:

Contract Cleaner

Date

USPS Authorized Official

Date

* This is the only form that must be sent to Accounting Services in San Mateo to initiate a cleaning contract after two years. All other supporting documents must be maintained in the Postmaster's cleaning service file.

CONTRACT CLEANER UNIT/Contractual Payables Branch
ACCOUNTING SERVICES
2700 CAMPUS DRIVE
SAN MATEO, CA 94497-9426

Payment Information:
Accounting Help Desk
1-866-974-2733

Attachment 6. Local Cleaning Services Agreement Modification Instructions and Form

Instructions

Use the Cleaning Services Modification only for the following purposes:

1. One time decrease of next check:

A postmaster may decrease a contract cleaner's check for missed work. The exact amount and missed service dates must be indicated.

2. One time increase of next check:

A postmaster may increase a contract cleaner's check to offset a missing payment. The exact amount must be indicated.

3. To terminate a local agreement:

A request to terminate a local agreement must be submitted at least two weeks prior to the effective date of the termination.

4. To change payment method from check to Electronic Funds Transfer (EFT.):

A PS Form 3881-X must be submitted to Accounting Services in San Mateo, CA. This form is located on the USPS Blue Page at <http://blue.usps.gov/formmgmt/forms/ps3881x.pdf>.

5. To change payment method from EFT to check:

The Postmaster must confirm the contract cleaner's mailing address and submit a request to the Supplier Maintenance Group for any update.

6. To change a contract cleaner's name:

The Postmaster indicates the old name and the new name of the cleaner. Keep the documentation to support the modification with the contract file.

7. To change a contract cleaner's mailing address:

The Postmaster indicates the contract cleaner's old address and the new address.

Please do not use the Cleaning Services Modification Form (Attachment 6) for contract renewal. A new Cleaning Services Agreement (Attachment 5) must be submitted to the Contract Cleaning Unit of the Contractual Payables Branch in San Mateo, CA with a *NEW* Agreement Number.

Local Cleaning Services Agreement Modification Form

Attachment 6

1. Agreement Number (13 digits):

(Finance No – Pay Location – Fiscal Yr – 2-Digit Sequence No)

2. Postmaster Name:

Facility Address:

Phone No: ()

Finance No:

3. Contract Cleaner's Name:

SSN / TIN:

Mailing Address:

4. Purpose of this Modification:

One-time decrease on next check by:

\$

Missed service dates: From To

One-time increase on next check by:

\$

Terminate agreement on (date):

Change payment method from check to EFT (attach PS Form 3881-X <http://blue.usps.gov/formmgmt/forms/ps3881x.pdf>)

Change payment method from EFT to check (Cancel EFT)

5. Name Change:

From:

To:

Address Change:

From:

To:

6. Signature:

Contract Cleaner

Date

USPS Authorized Official

Date

Please submit form to:

CONTRACT CLEANER UNIT/Contractual Payables Branch

ACCOUNTING SERVICES

2700 CAMPUS DRIVE

SAN MATEO, CA 94497-9426

*Path: [ACCOUNTING > SHARED REPORTS > ACCOUNTS PAYABLE > ACCOUNTS PAYABLE REPORTS > ACCOUNTS PAYABLE INVOICE INQUIRY](#)

Payment Information:

Accounting Help Desk

1-866-974-2733

or visit the [ADM*](#) web site

Attachment 7. Certification Basic Security Clearance

For security purposes, identification badges must be worn at all times when on postal premises. Maintain the following form in the postmaster's local agreement cleaning service file.

CERTIFICATION

Basic Security Clearance

United States Postal Service
for

Agreement Number: _____+_____+_____+_____

This certification attests that the individual assigned to perform work at a United States Postal Service under the above local cleaning service agreement:

- () Is drug-free.
- () Is not on parole, probation or under suspended sentence for the commission of a felony.
- () Has not been convicted of a criminal violation in the past five (5) years for offenses that involved dishonesty, moral turpitude, financial gain or assault.
- () Does not have pending criminal charges (e.g., murder, rape, robbery, physical assault, sale and distribution of drugs or weapons violation).

Certification:

In accordance with the U.S. Postal Service mandate for local cleaning agreements, I certify that the above Basic Security Clearance information is true and accurate as witnessed by my signature below.

Contract cleaner's Signature / Date

Postmaster's Signature / Date

Attachment 8. 14 Principles of Ethical Conduct

(From the *Standards of Ethical Conduct for Employees of the Executive Branch*, 5 C.F.R Part 2635)

14 Principles of Ethical Conduct

1. Public service is a public trust, requiring employees to place loyalty to the Constitution, the laws, and ethical principles above private gain.
2. Employees shall not hold financial interests that conflict with the conscientious performance of duty.
3. Employees shall not engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.
4. An employee shall not, except pursuant to such reasonable exceptions as are provided by regulations, solicit or even accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's agency, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.
5. Employees shall put forth honest effort in the performance of their duties.
6. Employees shall make no unauthorized commitments or promises of any kind purporting to bind the Government.
7. Employees shall not use public office for private gain.
8. Employees shall act impartially and not give preferential treatment to any private organization or individual.
9. Employees shall protect and conserve Federal property and shall not use it for other than authorized activities.
10. Employees shall not engage in outside employment or activities, including seeking or negotiating for employment that conflict with official Government duties and responsibilities.
11. Employees shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
12. Employees shall satisfy in good faith their obligations as citizens, including all just financial obligations, especially those--such as Federal, State, or local taxes--that are imposed by law.
13. Employees shall adhere to all laws and regulations that provide equal opportunity for all Americans regardless of race, color, religion, sex, national origin, age, or handicap.
14. Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards promulgated pursuant to this order.

For a more detailed understanding of the 14 Principles of Ethical Conduct, refer to the "Standards of Ethical Conduct" booklet.

Attachment 9. Statement of Work

The following wording is appropriate for preparing a statement of work for cleaning services, depending on the needs of your facility. Review your office needs and apply what is appropriate.

Note: To determine the proper Statement of Work for your facility, consult with the FMO for the facility inventory (PS Form 4869) and the frequency of performance.

Cleaner performs cleaning services to USPS at facility located at .

This facility is square feet, has level(s), and may consist of the following: lobby, workroom area, offices, locker room, supply room, lunch/swing room, restrooms, and other areas as applicable.

Contractor is to perform work at the contractor's discretion between the hours of on the following days: .

The following requirements are to be performed daily, weekly, monthly, quarterly and/or semi-annually:

Daily

- ☐ Clean and police restrooms
- ☐ Clean and police lunch/swing room
- ☐ Clean and police locker room
- ☐ Clean and police work room area
- ☐ Clean and police office space
- ☐ Clean and sweep dock
- ☐ Clean and police service area/box lobby and glass doors, including display case glass
- ☐ Sweep and police corridor
- ☐ Empty trashcans
- ☐ Clean cigarette receptacles
- ☐ Clean passenger elevator

Weekly

- ☐ Clean supply area
- ☐ Manually sweep and police exterior paved area

Monthly

- ☐ Dust carrier case
- ☐ Polish decorative metal
- ☐ Clean janitor's closet
- ☐ Clean lookout gallery
- ☐ Police exterior unpaved area
- ☐ Sweep parking/maneuvering area
- ☐ Police freight elevator

Quarterly or Semi-annually

- ☐ Wash interior/exterior glass
- ☐ Dust walls
- ☐ Clean active storage area
- ☐ Clean inactive storage area
- ☐ Power vacuum exterior paved area (if power vacuum is provided)
- ☐ Dust ceiling light fixtures
- ☐ Dust and wash Venetian blinds