

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |                  |                                    |  | 1. CONTRACT ID CODE                                       | PAGE OF PAGES |
|---|------------------|------------------------------------|--|---|---------------|
| 2. AMENDMENT/MODIFICATION NO.<br>0006   |                  | 3. EFFECTIVE DATE<br>19-Dec-2009   | 4. REQUISITION/PURCHASE REQ. NO.                               | Z   | 1   63        |
| 6. ISSUED BY<br>DCSO-H CONTRACTING SERVICES OFFICE<br>ATTN: CONNIE HOUSE<br>8725 JOHN J KINGMAN RD<br>SUITE 1145<br>FORT BELVOIR VA 22060   |                  | CODE<br>SP4705                     | 7. ADMINISTERED BY (If other than Item 6)<br><b>See Item 6</b> |   |               |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)   |                  |                                    | <input checked="" type="checkbox"/>                            | 9A. AMENDMENT OF SOLICITATION NO.<br>SP4705-09-R-0002     |               |
|   |                  |                                    | <input checked="" type="checkbox"/>                            | 9B. DATED (SEE ITEM 11)<br>05-Nov-2008                    |               |
|   |                  |                                    |  | 10A. MOD. OF CONTRACT/ORDER NO.                           |               |
|   |                  |                                    |  | 10B. DATED (SEE ITEM 13)                                  |               |
| CODE  |                  | FACILITY CODE                      |  | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS |               |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br/>         (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br/>         or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> |                  |                                    |  |   |               |
| 12. ACCOUNTING AND APPROPRIATION DATA (if required)   |                  |                                    |  |   |               |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |                  |                                    |  |   |               |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |                  |                                    |  |   |               |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).   |                  |                                    |  |   |               |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |                  |                                    |  |   |               |
| D. OTHER (Specify type of modification and authority)   |                  |                                    |  |   |               |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.   |                  |                                    |  |   |               |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>See the attached pages for changes.  |                  |                                    |  |   |               |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.  |                  |                                    |  |   |               |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |                  |                                    | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)     |   |               |
|   |                  |                                    | TEL: _____ EMAIL: _____  |   |               |
| 15B. CONTRACTOR/OFFEROR   | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA      |  | 16C. DATE SIGNED  |               |
| (Signature of person authorized to sign)  |                  | BY _____                           |  | 19-Dec-2008   |               |
|   |                  | (Signature of Contracting Officer) |  |   |               |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

1. The purpose of this amendment is to:
  - a. Extend the response date to January 16, 2009 @ 3:00 p.m. ET.
  - b. Incorporate questions and answers.
  - c. Revise the Attachment C-9 to include repair historical data. See highlighted bold text for changes.
  - d. Revise the Statement of Work to make corrections. See highlighted text for changes.
  - e. Revise Section B to change quantity to 5, add CLINs (0006, 1006, 2007, 3006, 4006), and revise description for Indefinite Quantity Work.
  - f. Revise Section E, Inspection and Acceptance (I/A), to incorporate I/A for CLIN 0006.
  - g. Revise Section F to change Period of Period for Base Period to 1 May 2009 through 30 September 2009.
  - h. Revise Section H. See highlighted text for changes.
  - i. Incorporate additional information in Attachment C23, Preventive Maintenance Guides. See attached document to Amendment 0006.

Accordingly, all changes mentioned above are as follows:

C. Repair Historical Data.

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

QUESTIONS AND ANSWERS # 6

**Questions and Answers**  
**SP4705-09-R-0002**  
**Amendment 0006**

1. Parking. Will parking be provided at no cost to the Contractor for all onsite Contractor staff?

**Answer:** There is no fee to park on the DLA HQ Complex.

2. Attachments C-14 and C-22. The equipment provided in Attachment C-14 and the count provided in Attachment C-22 quantities 3.a through 3a.c do not match. Please clarify which of the 2 attachments is the most accurate.

**Answer:** Attachment C-14 was revised under Attachment 0003 dated 3 December 2008.

3. Schedule B CLINS 0005, 1005, 2006, 3005, 4005:

1. What should the Bidder complete in the "total estimated price" and "ceiling price" fields, as these are TBD based on each individual task?

**Answer:** The CLINs mentioned are to be negotiated (TBN). Therefore, the only information expected is the list of rates for the labor categories.

2. Is it acceptable for a Bidder to provide a list of the labor categories on a separate page in the cost proposal?

**Answer:** Yes, it is acceptable to provide a list of the labor categories on a separate page in the cost proposal. Labor rates should be considered for the below labor categories:

Stationary Engineer  
Maintenance Plumber

HVAC Mechanic  
Licensed Pipefitter  
Licensed Sprinkler Pipefitter  
Controls Technician  
General Maintenance Worker

4. Section C-1.23 IDIQ, para c. Material Requirements. This section states:

"Proposals shall include detailed bills of materials establishing the name/description, size, quantity, units, bare material price, Contractor's Burden (Fixed Burden Rate from Bid Schedule, multiplied by bare material price), unit price (bare material price plus Contractor's Burden), extended item price (unit price multiplied by quantity), and total material cost. If the cost of any item exceeds \$500, the Contractor shall submit at least three (3) vendor quotes with the estimate. The Government will only pay the lowest price for materials as determined by vendor's quotes or, should the Government locate a supplier having a lower price considering the factors of delivery time, availability and quality, the Government will pay that price rather than the lowest price submitted by the Contractor. The Contractor will be given the name of this supplier, but has the option of using any supplier he wishes. However, the Contractor will be paid only the lowest approved price."

1. Under Schedule B, IDIQ CLINS 0005, 1005, 2006, 3005, 4005 are related to only hourly rates for labor categories, but in Section C-1.23 para c. Material Requirements, the Government is referring to labor burdened rates to determine the material extended price. Please clarify

**Answer:** A separate CLIN has been added for Material & Equipment for IDIQ work for both the Base Period and Option Years.

2. Should the above CLINS 0005, 1005, 2006, 3005, 4005 include a field where the Bidder can show the mark-up (burden rate) percentage ?

**Answer:** See the above answer.

5. Schedule B CLIN 2005. There is a one-time recurring maintenance/repair.

Per Amendment 0002, Q/A 9, this CLIN refers to the painting of all mechanical rooms stated on page 56 of 101 of the RFP C-1-18 para d.

Considering that the incumbent has the advantage of detailed information about the areas to be painted, can the Government provide the square footage of the 32 mechanical rooms and the piping to the mechanical equipment that needs to be painted?

**Answer:** There are approximately 32 mechanical rooms of various sizes which equal to approximately 15,000 square feet.

6. Award Date. Can the Government provide the updated Award date of the contract?

**Answer:** The award date has been removed from Section C as it was only an estimated date.

7. PPQs. Can the Government tell Bidders by what date are the client Past Performance Questionnaires due back to DLA?

**Answer:** The past performance questionnaires are due to DLA no later than 31 December 2008 @ 3:00 p.m. Eastern Time.

8. Section L, General Instructions for Proposal Submission. Section L indicates that Offerors should submit three (3) copies of our proposals with no mention of our names. Does this apply to the cost proposal as well?

**Answer:** Please refer to Amendment 0001 dated 7 November 2008. Refer to the highlighted text on page 2 of Amendment 0001.



**ANDREW T. MCNAMARA (ATM)  
HEADQUARTERS COMPLEX (HQC)  
MECHANICAL SERVICES**

**GENERAL INTENTION**

C-1 The intention of this solicitation is to obtain operation, maintenance, service, repair, and minor construction/alteration services for buildings, structures and related systems and equipment at the Andrew T. McNamara (ATM) Headquarters Complex (HQC), Building 2462, located at 8725 John J. Kingman Road, Fort Belvoir, VA 22060 and the Child Development Center (CDC), Building 2468, located at 8715 Wills Road, Ft. Belvoir by a Performance Based, combination Firm Fixed Price – Indefinite Delivery/Indefinite Quantity contract. All buildings and structures are within the ATM fenceline.

This contract primarily covers maintenance, repair and \$2,000-or-less alteration services. Under this contract, the government may also require the contractor to perform alterations costing more than \$2,000 and extraordinary repairs not currently anticipated but subsequently deemed necessary.

Notwithstanding any language to the contrary anywhere in this contract, the determination of whether work required by the government under this contract is included in the firm fixed price portion (i.e., is work for which the contractor receives no extra payment beyond the contract's firm fixed price) or is instead ID/IQ work (for which the contractor will be separately reimbursed) shall be made as follows:

- All repairs (defined in C-1.2.ao, below), no matter how extensive or expensive, shall be included in the firm fixed price portion of the contract, with the following two exceptions:

1) If the contractor's total cost (as determined under the terms explained in this contract) to perform a repair other than an extraordinary repair (defined in C-1.2.t, below) exceeds \$75,000, the portion of the contractor's cost over \$75,000 shall be paid under the ID/IQ portion of the contract. That is, the first \$75,000 of each non-extraordinary repair shall be included in the firm fixed price portion of the contract and the contractor shall receive no additional reimbursement therefore, but the government shall reimburse the contractor beyond the firm fixed price of the contract for the contractor's costs in excess of \$75,000 on any repair.

2) Extraordinary repairs costing more than \$2,000 shall be included in the ID/IQ portion of the contract. (Extraordinary repairs costing \$2,000 or less shall be included in the firm fixed price portion of the contract.)

- All maintenance of any sort (including, without limitation, "maintenance," "predictive maintenance," and "preventive maintenance," defined respectively in C-1.2.ad, C-1.2.ag, and C-1.2.ah, below), no matter how extensive or expensive, shall be included in the firm fixed price portion of the contract.

- All alterations (defined in C-1.2.d, below) determined under the terms explained in this contract to cost \$2,000 or less shall be included in the firm fixed price portion of the contract. Alterations costing more than \$2,000 shall be included in the ID/IQ portion of the contract.

- All other work not discussed in the foregoing paragraphs, including, without limitation, work defined as "operation" or "service," shall be included in the firm fixed price portion of the contract.

- The only work covered under the ID/IQ portion of the contract shall be alterations costing more than \$2,000, extraordinary repairs costing more than \$2,000, and the portion of the cost of each repair in excess of \$75,000. A separate statement of work will be provided to the contractor for all ID/IQ work, which will be separately priced and for which the contractor will be reimbursed beyond the firm fixed price of this contract.

This contract includes language other than the terms "maintenance," "repair," "alteration," and "extraordinary repair" to describe work performed under the contract. These terms (including, without limitation, "service order," "task order," "delivery order," "service call," and "minor work," any of which may also be modified by terms including, without limitation, "routine," "emergency," "preventive," "recurring," and "predictive") do not bear on whether the work described by these terms is included in the firm fixed price portion of the contract or is instead separately reimbursable under the ID/IQ portion of the contract; such language is used in this contract primarily to define how work will be ordered, directed, or tracked by the government.

The period of performance is a base period with four (4) sequential one (1) year option periods with the total life of the contract not exceeding 60 months from date of award.

#### C-1.1 GENERAL REQUIREMENTS

- a. The Contractor shall furnish all labor, supervision, tools, materials, equipment, incidental engineering, transportation, and management necessary to perform work in accordance with general craft and industry standards, applicable laws, regulations, codes and Federal specifications. This work includes but is not limited to the following functional areas.

- (1) Service Calls
- (2) Operation, maintenance and repair of utilities
- (3) Operation, maintenance and repair of heating, ventilation, air conditioning, refrigeration equipment and associated systems
- (4) Operation and maintenance of boilers, chillers and plumbing systems
- (5) Operation and maintenance of sewage, roof drain and storm water systems
- (6) Operation, maintenance and testing of fire suppression systems
- (7) Maintenance and repair of all kitchen equipment, fire suppression systems, dish washing, laundry equipment, exhaust, ventilation equipment and hoods
- (8) Indefinite Delivery/Indefinite Quantity (ID/IQ) projects requiring a separate statement of work and prior approval of contractor's estimates for labor hours and materials

- b. Security Requirements.

1. Building Security. The Prime Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

2. Prime Contractor personnel that require access to HQC/DTRA addition shall, at a minimum, hold a current SECRET level clearance as verified through the Joint Personnel Adjudication System (JPAS). Prior to commencement of work, the Prime Contractor shall provide Visit Authorization Requests in accordance with the National Industrial Security Program Manual (DOD 5220.22-M) and any instructions contained in the DD Form 254 (Contract Security Classification Specification), on all personnel that will be required to have access to HQC/DTRA addition.
  - a. If the Prime Contractor utilizes specialty subcontractors on occasion for preventive maintenance or repair work and the subcontractor does not hold a current Facility Secret Level clearance (FCL) or current secret clearance employees, the Prime Contractor shall be responsible for escorting all subcontractor employees requiring access into secured spaces. The Prime Contractor shall be responsible for supplying the subcontractor employees names and SSN to the COR prior to working at the ATM.
  - b. If the Prime Contractor plans to utilize a subcontractor for the day to day operations of the ATM, the subcontractor must hold a current Facility Secret Level clearance (FCL) and all subcontracting employees must hold a current secret clearance.
  - c. The Contractor's Subcontracting Plan shall be included in the Technical Proposal, Volume 1.
3. Entrance into the HQC is controlled through a single entry point. Visiting personnel not part of the HQC workforce are required to sign-in and sign-out at the main entrance Atrium Guard Desk. Permanent work force personnel are not required to sign-in or sign-out; however, the Contractor shall provide the Contracting Officer (KO), upon demand, a roster of Contractor personnel that are employed for work at the HQC. All personnel are required to sign-in and sign-out between 7:00 PM and 5:00 AM. The Contractor shall provide the KO with a roster of visitors at least twenty-four (24) hours in advance of their expected arrival. All Contractor personnel shall be identified to the Government during the phase-in period or upon employment whichever is earlier.
4. Entrance into the HQC/DTRA addition is controlled through a single entry point. Visiting personnel not part of the HQC/DTRA workforce, are required to sign-in and sign-out at the main entrance of the HQC/DTRA addition. Visitors without an approved secret clearance must be escorted. Permanent work force personnel are not required to sign-in or sign-out; however, the Prime Contractor must provide the Contracting Officer (KO), upon demand, a roster of Contractor personnel that are employed for work at the HQC/DTRA addition. All personnel are required to sign-in and sign-out between 7:00 PM and 5:00 AM. The Contractor shall provide the KO with a roster of visitors at least twenty-four (24) hours in advance of their expected arrival. All Contractor personnel shall be identified to the Government during the phase-in period or upon employment whichever is earlier.
5. The security requirements for the CDC are the same as in paragraph C.1.1.b.2 above.
6. Access to the CDC is through the front entrance of the CDC building unless it is after working hours. All personnel are required to sign-in and sign-out at the HQC main

- entrance Atrium Guard Desk and receive access approval after normal operating hours of 6:00 AM to 6:00 PM, Monday through Friday.
7. **Badges.** All Prime Contractor employees must be able to obtain a Common Access Card, a Defense Logistics Agency HQC Badge and a DTRA Badge. All forms will be provided by the Contracting Officer's Representative. For the HQC badge, the Contracting Officer's Representative (COR) will provide the Contractor with a supply of Standard Forms 85P (Questionnaire for Public Trust Positions) and DLA Form 1728, Request for Contractor Badge, to be filled out for all Contractor personnel requiring access to the HQC. Once the DLA Form 1728 Forms are completed, the Contractor shall contact the COR for signature. The Personnel Security Office will check the system to see if there has ever been a background check on each individual before the SF 85P will be filled out. If Personnel Security determines a background check is required, the Contractor will be notified. The SF 85Ps will be completed before the employee(s) begin work at the HQC. All Contractor employees must receive a favorable background investigation. If the background investigation finding shows that the employee has a criminal or drug problem, HQ DES-S (Command Security) will make the determination to allow employee access to the HQC or not. The cost of the background investigations shall be the responsibility of DLA. Once the Contractor personnel have passed the background investigation, DES Physical Security Office will issue Contractor badges to each employee.
  8. **Parking.** All Contractor personnel shall register vehicles with the Physical Security Division. At a minimum, a Headquarters Complex decal will be issued and appropriately displayed on the front driver's side bumper or in the top center of the windshield.
    - A. All personnel are granted access to the HQC by the Host Administrator. Vehicle owners and those who work on the HQC are responsible for parking in accordance with the HQC Parking Policy. Personnel are expected to be aware of the contents of the HQC Parking Policy, obey signs posted to identify the various parking rules, and inquire of the security force when there is doubt. Strict enforcement of parking procedures will be enforced to control violations.
    - B. Those who park in unauthorized spaces will be issued a traffic citation. Personnel who collect three (3) traffic violations within a one (1) year period will receive a letter of warning advising that an additional violation will result in a six (6) month suspension of driving privileges at the HQC. The next violation will result in a Notice of Hearing letter.
    - C. Vehicles will be subject to towing for the following reasons: abandonment; parking in violation of complex policies; constituting safety or security hazards; driving illegally on the HQC; the arrest of the owner/driver for a criminal violation; leaving a disabled vehicle on the complex for more than twenty-four (24) hours without notifying proper authorities. Towed vehicles and their contents remain the owner's responsibility.
  10. **Key Control.** The Contractor shall establish and implement a procedure for ensuring that all keys and/or combinations locks used are not misplaced and are not used by unauthorized persons. All keys or combination locks required for satisfactory accomplishment of tasks described in the Contract will be furnished by the Government.

Keys issued to the Contractor shall not be duplicated unless authorized; combination locks shall not be disseminated beyond a "need to know" basis. The Contractor shall report loss of a key or compromise of a combination immediately to the COR. All keys lost by the Contractor shall be replaced by the Government at the COR's discretion, existing locks shall be replaced; the direct cost of which shall be charged to the Contractor. Cost of replacing combination locks resulting from contracting caused compromise of combination shall also be assessed to the Contractor. The Contractor shall provide a monthly key control inventory report to the COR.

- c. The HQC is approximately a 1.3 million square foot facility, with five floors located on approximately 70 acres. In addition to the main building there are three (3) guard houses, one Child Development Center estimated to be a 24,000 square foot building with one floor that sits on approximately 4.35 acres, one (1) outfall structure and one (1) recreation building. The HQC houses the Defense Logistics Agency (DLA) and the DLA Enterprise Support (DES), as well as other agency tenants such as, the Defense Technical Information Center (DTIC), the Defense Contract Audit Agency (DCAA), the Defense National Stockpile Center (DNSC), the Defense Energy Supply Center (DESC) and the Defense Threat Reduction Agency (DTRA).
- d. Working Hours. The HQC's regular (normal) working hours are from 6:00AM to 7:00PM Mondays through Fridays except (a) Federal Holidays and (b) other days specifically designated by the KO. The normal operating hours of the CDC are from 6:00 AM through 6:00 PM Monday through Friday except (a) Federal Holidays and (b) other days specifically designated by the KO. The normal operating hours of DTRA are from 6:00 AM through 6:00 PM Monday through Friday except (a) Federal Holidays and (b) other days specifically designated by the KO. Some work will require the Contractor to work on certain tasks outside normal working hours. Any other work outside normal working hours requires the approval of the COR.

Federal Holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

e. Government Quality Assurance (QA). In accordance with the FAR 52.212-4(a), "INSPECTION-ACCEPTANCE" clause, all work performed under this contract is subject to Government inspection when the Contractor tenders acceptance. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause and the Performance Requirements Summary (PRS) in Attachment C18. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance program and to vary the inspection methods utilized during the work without notice to the Contractor.

f. Workmanship and Materials Standards.

- (1) All workmanship shall meet the standards specified herein and shall be accomplished in conformance with approved and accepted standards of the industry; equipment manufacturers; all applicable activity, local, state, and Federal standards; and all applicable building and safety codes; HQC construction specifications; and operation and maintenance standards of the HQC.

- (2) When the Contractor completes work on a facility, system, or piece of equipment, that facility, system, or equipment shall be free of missing components or defects that could prevent it from functioning as originally intended and designed. Corrective, repair and replacement work shall be carried to completion including operational checks and cleanup of the job site. Except where otherwise noted, replacements shall match existing in dimension, finish, color and design.
  - (3) Clean-up. During and at completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day work is in progress.
  - (4) Protection and Damage the Contractor shall provide all labor, materials, and equipment necessary for the protection of the general public, equipment, furnishings, buildings, and improved grounds from damage caused by the Contractor's negligence. Equipment, furnishings, buildings, and improved land damaged due to work performed by the Contractor shall be repaired or replaced to its original condition and finished at no additional cost to the Government.
  - (5) Any work which will alter the original appearance, performance, or capability of the equipment included in this specification must be approved in advance by the COR.
  - (6) The use of impact tools or power-actuated tools will not be permitted in occupied office spaces during regular working hours. Impact tools and power actuated tools will not be used during regular working hours without the approval of the COR.
  - (7) Burning Permits. Burning permits are required before burning or welding equipment can be put to use. The Contractor shall notify the COR prior to seeking a burning permit. To obtain a burning permit the Contractor shall coordinate with the Ft. Belvoir Fire Department, in advance, for each day welding or burning is performed.
  - (8) Fire Alarm Disable Requests. Fire alarm disable requests are required 24 hours prior to disable. The Contractor shall coordinate with the COR.
- g. Variation in Quantities for Fixed Price Services. Quantities depicted throughout this contract represent the Government's best estimate of the quantity of work for the period of performance. After contract award, situations may arise which impact upon the Government's requirements and necessitate changes to this contract. Should this occur, the KO may modify the contract in accordance with the provisions and limitations specified herein. No equitable adjustments shall be made under the following provisions, except as may be specifically identified. Should other provisions in Section C conflict with the provisions provided herein, the other provisions shall take precedence.
1. Service Orders (SO). Excluding Service Orders for PM or Quality Deficiencies, the estimated annual quantities of the types of service calls are identified in Attachment C9, Historical Data; however, these quantities do not include service orders for preventative or quality deficiency service orders. The actual quantities of service orders issued during each performance period will most likely differ from that shown, and an annual variance for each type of service order not to exceed 25 percent is considered normal.

Accordingly, no adjustment will be made to the contract price unless the total annual quantity of each type of service order issued during the performance period is greater than 125 percent or less than 75 percent of the respective estimated annual quantity shown in Attachment C9, Historical Data. An equitable adjustment will be made only for that quantity of service orders which either is greater than 125 percent or less than 75 percent of the quantity shown.

2. Recurring Services. The annual quantity of work for all recurring services is identified throughout Section C. Variations in other units of measure will not be considered for an adjustment in price. Further, where percentages are identified, the computation shall be determined on a per-line item basis as shown in Attachment C22, Schedule of Deductions.

(A) Upon notification from the Contractor within the initial sixty days of performance, the Government will adjust the contract price shown at the same unit price shown in the Schedule of Deductions for validated errors in the quantities identified in this contract. The Contractor shall identify the specific error and the corrected quantity. Notification of errors after the initial sixty days will not be considered.

(B) If the Government elects to reduce services, modification will be made in the contract price at the same accepted unit price stated in the Schedule of Deductions, if the reduction does not reduce the work to below ninety (90) percent of the original quantity identified. Should the Government delete work to less than ninety (90) percent of the original quantity identified, a modification will be executed only for the work that is below ninety (90) percent of the original quantity.

h. Contractor Licensing, Certification and Specific Experience Requirements. The Contractor shall possess all licenses required by the Local, State and Federal Government. Local Government includes Fairfax County and Fort Belvoir. These licenses include, but are not limited to, Commonwealth of Virginia Class A Contractors License, Fairfax County Business License, Commonwealth of Virginia Master HVAC License, and Commonwealth of Virginia Master Plumber License. In addition, the following license shall be held by the Contractor's employee if it relates to a hired position. The Contractor shall provide copies of all licenses prior to contract start.

- (1) Licensed Stationary Operating Engineer (Virginia). The Contractor shall provide Stationary Operating Engineers licensed by the Commonwealth of Virginia for activities including, but not limited to, operations, maintenance, repairs, scheduling, service order processing and reporting. Operators shall have a minimum of five (5) years experience within the last eight (8) years in the operation of chillers rated at least 500 tons.
- (2) First Class Boiler Operator (NAPE). The Contractor shall provide First Class Boiler Operators licensed by the National Association of Power Engineers (NAPE) for activities including, but not limited to, operations, maintenance, repairs, scheduling, service order processing and reporting of the five (5) 125 boiler-horsepower gas-fired boilers. Operators shall have a minimum of five (5) years experience within the last eight (8) years in the operation of boilers rated at least 125 boiler-horsepower.

- (3) Environmental Protection Agency (EPA) CFC License. The Contractor shall provide technicians with universal certification performing work on refrigerated circuits and refrigerant containing devices who are EPA certified per section 608 of the Clean Air Act and shall provide certification that all practices for the recovery and containment of refrigerants will be followed.
- (4) Licensed Sprinkler Pipe-fitter (NFPA). The Contractor shall provide a Pipe-fitter licensed by the Commonwealth of Virginia as a Journeyman when performing pipe-fitting tasks such as repairing, replacing or connecting sprinkler system piping and components. Additionally, the contractor must have a Virginia Contractors license with a Fire Sprinkler Specialty.
- (5) Licensed Pipe-fitter (Virginia). The Contractor shall provide a Pipe-fitter licensed by the Commonwealth of Virginia who is responsible proper for performance of pipe-fitting tasks such as repairing, replacing or connecting gas, water, oil, air, hydraulic piping and components.
- (6) Certified Allerton Controls and Johnsons METASYS Controls Technician. The Contractor shall provide certified Allerton Controls and Johnson METASYS Controls Technicians fully knowledgeable in all aspects of addresses, set points, alarm points, graphics, operation and programming of control systems when performing tasks such as repairing, replacing or troubleshooting the control systems or its components.
- (7) Certified Graham Frequency Drive and Dan Foss Frequency Drive Controls Technician. The Contractor shall provide certified Graham Variable Frequency Drive Controls and Dan Foss Frequency Drive Technicians fully knowledgeable in all aspects of operation, maintenance and programming of Graham Variable Frequency Drives and Dan Foss Frequency Drives when performing tasks such as repairing, replacing or troubleshooting the Variable Frequency Drives or components.
- (8) Acetylene cutting, Welding or Electric Welding. The Contractor shall provide personnel certified in accordance with the National Board of Boiler and Pressure Vessel Inspection Code and Section VIII and IX of the ASME Boiler and Pressure Vessel Code when performing acetylene cutting, welding or electric welding.
- (9) Certified Backflow Prevention Device Tester/Mechanic. The Contractor shall provide Technicians certified by the State of Virginia as a Backflow Prevention Device Tester/Mechanic when performing any work on backflow prevention devices.
- (10) Master Plumber. The contractor shall provide a Master Plumber, licensed by the Commonwealth of Virginia who is responsible for proper performance of plumbing tasks.

i. Safety. The Contractor shall establish an accident and safety program that shall provide safety, health protection, and personnel medical maintenance as required by the Occupational Safety and Health

Administration (OSHA) and all Code of Federal Regulation segments implementing OSHA. The Government reserves the right to conduct unannounced safety inspections at any time.

- (1) The Government reserves the right to investigate accidents involving Contractor personnel. The Contractor shall immediately report to the COR any bodily injury or death of Contractor personnel while in the performance of official duties, damage to

Government property estimated to be in excess of \$100, or loss of Government property resulting from activities of the Contractor, its agents, or employees.

- (2) The Contractor shall provide employees with protection against health hazards by furnishing all industry standard protective equipment required for performance of this contract. All equipment shall be National Institute of Occupational Safety and Health (NIOSH) or Mine Safety and Health Administration (MSHA) approved for the usage intended, whichever is the most stringent. Conflicting instructions shall be brought to the COR for resolution.
- (3) The Contractor shall ensure that all signs, equipment, machinery, and hazards are marked or painted to identify the hazard. The colors and markings used shall conform to OSHA regulations specified at 29 CFR 1910.144 (Safety Color Code for Marking Physical Hazards), and other State and Local statutes as applicable.
- (4) The Contractor shall ensure that all operating equipment and tools have guards that conform to the provisions of OSHA regulations specified at 29 CFR 1910, Subparts O and P.
- (5) All waste material defined at 40 CFR 251.20 which could affect the environment must be disposed of in accordance with directions provided by the Environmental Protection Office/Safety Officer.
- (6) Scheduled safety tests shall be the responsibility of the Contractor to perform, at no cost to the Government, in accordance with building specifications and as outlined in this contract.
- (7) The contractor shall submit a list of proposed chemicals and substances to be used in performance of this contract to the COR within fifteen (15) days prior to contract start. The list shall include: Trade name, chemical composition, formulation, concentration, application rate of active ingredients, method of application, EPA registration number, and Material Safety Data Sheets (MSDS) for each chemical or substance. Additionally, when any products are planned for use, the Contractor shall submit relevant information to the COR prior to ordering or transporting products into the Headquarters building.

j. Fire Protection and Prevention. The Contractor shall comply with all safety and fire requirements outlined in U.S. Army, Ft. Belvoir (USAFB) Fire Regulations, copies of which are available in the office of the Post Fire Marshal, USA Ft. Belvoir, Virginia.

- (1) The Contractor shall be liable for any fire loss to Government property attributable to negligence or willful misconduct of the Contractor or Contractor's employees, including failure to comply with prevention or clarification on fire prevention and protection matters.
- (2) The Contractor shall familiarize employees with the USAFB Fire Regulations, location of fire reporting telephones near site of work and correct fire reporting procedure. USAFB Fire Marshall may be contacted for any additional information or clarification on fire prevention and protection matters.

k. Performance Evaluation Meetings. The Project Manager and On-Site Supervisor shall meet weekly with the COR during the first three (3) weeks of the contract. Meetings shall be held thereafter as determined necessary by the COR. The Contractor shall provide management representatives at the meetings above the level of Project Manager at the COR's request to resolve performance issues. The COR will provide written meeting minutes to the Project Manager.

1. Bidders Library. The Government will establish a bidders library containing: service order historical information, preventive maintenance historical information, construction specifications and drawings. The types of drawings available include:

Electrical - Lighting Plans, Power Plans, Communication Plans, Security System Plans, Fire Alarm Plans, Lightning Protection Plans, Power Riser Diagrams, Fire Alarm Riser Diagrams, Single Line Drawings, Panel Board Schedules, Electrical Details, Lighting Fixture Schedules.

Mechanical - Plumbing Plans, Fire Protection Plans, HVAC Plans, Mechanical Details, Mechanical Schedules, Control Diagrams, Piping Schematics, Riser Diagrams.

Civil - Site location/layout Plan; Topographic Survey and Demolition Plan; Grading and Drainage Plan; Utility Plan; Storm Drainage Profile; Sediment and Erosion Control Plan; Civil Details; Subsurface Exploration Logs and Notes.

Landscape - Landscaping Plan; Plant List and Details; Irrigation Details; Irrigation Plan Line & head Layout; Irrigation Spray Patterns; Hardscape Coloring Schemes.

Transportation - Survey Data; Traffic Control Plans; Intersection Details; Typical Sections; Traffic Signal Plans; Pavement Markings; Cross Sections.

#### C-1.2 DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below. Additional definitions are in the "DEFINITIONS" clause.

a. 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.

b. Where "as directed", "as required," "as permitted," "approval," "acceptance" or other words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the KO is intended unless stated otherwise.

c. Additional Material Handling. Time expended for loading materials from storage to truck; unloading materials to work area, moving materials from storage to job site, removing debris, and handling of materials during the job that is not included in the craft time standard.

d. Alterations: Work other than repairs or maintenance. Alterations improve, upgrade, or otherwise alter the appearance, performance, or capability of the equipment, system, or facility on which they are performed beyond purely aesthetic improvements. For example, the addition of walls or a significant rewiring of a facility or portion thereof would be an alteration, while

painting (even painting a different color) or adding or moving a small number of electrical outlets would not be alterations. Maintenance or repairs that result in incidental improvements to equipment, systems, or facilities (for example, the replacement of a part with a more modern, higher performance part that reflects the current technological standard) are not alterations.

e. Back logged Service Orders. A routine service order issued during the previous contract and not completed for any reason, or maintenance, repair and minor construction requirements that are identified during lapses, if any, in service between this contract and previous contract.

f. Contracting Officer (KO). 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 KO acting within the limits of their authority as delegated by the KO.

g. Contracting Officer's Representative (COR). The person whom the KO will designate by name or position title to act as intermediary between the Contractor and the KO on matters pertinent to this contract and be his/her authorized representative.

h. Contracting Officer's Technical Representative (COTR). The person whom the KO will designate by name or position title to act as intermediary between the Contractor and the KO on matters pertinent to this contract and be his/her authorized representative when the COR is not available.

i. Component Part. Any part of any item or system that is detachable or removable from the main body or main assembly of the item or system.

j. Contractor. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that subcontractors comply with the provisions of this contract.

k. Craft Hour. A craft hour is one hour of craft time which shall include only the purely productive portion of direct, skilled labor required to perform a specific task at the work location. Time for job preparation, safety standby personnel, gas free entry certification for confined space entry, travel, normal and any additional material handling (including erection and dismantling of scaffolding), craft delay allowances (including security escort), and inspection, supervision, and similar indirect labor elements are not included.

l. Davis-Bacon Act (DBA) Work. When the Act is applicable, the Contractor must pay employees not less than the minimum wages and fringe benefits specified in the Davis-Bacon Wage Determination, if the total cost (labor and materials) of the individual maintenance, repair, minor construction or alteration work effort exceeds \$2,000. The Government reserves the right to survey the Contractor's employees for compliance with the Davis-Bacon Act.

m. Delay Allowances. Time expended for planning the work in the shop and at the job site; personal needs; balancing delays waiting for other craftsmen; unavoidable delays; partial day influence; waiting for tools or materiel that should have been at the job site.

n. Delivery Order. A delivery order is a document (Standard Form 1449) issued by the KO to order Indefinite Delivery/Indefinite Quantity work.

o. Direct Labor Costs. Wages or salaries that can be properly identified with and charged to one specific product or service. Direct labor cost shall include all direct labor employee benefit costs and burdens. Employee benefits shall include the employer's cost contributions to health and welfare, injury compensation, Federal and State Unemployment and Social Security taxes. It shall also include a burden factor to recover the cost of paid absence due to Federal Holidays, vacation, and election days required by the Department of Labor Wage Determinations. Other benefit costs including retirement contributions and paid sick leave may be included where identifiable and payable by the Contractor.

p. Direct Labor Hours. Those hours actually expended in the accomplishment of direct labor cost work.

q. Direct Materials Cost. The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value of salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.

r. Innovative Tech's FACILITY CENTER-FM Software (FACILITY CENTER). FACILITY CENTER is the facilities work management system used at the HQC. SPANFM maintains and manages facilities data for Assets, Maintenance, Space, Leases, Materials, Property, Projects and Cable. All demand and preventive maintenance work requests are issued and managed through FACILITY CENTER. FACILITY CENTER also tracks all asset information related to the building. The FACILITY CENTER system utilizes Innovative Tech's FACILITY CENTER-FM Software.

s. Emergency Service Orders (ESO). Service Orders will be classified by the COR as emergency when the work consists of correcting failures which constitute an immediate danger to personnel or threaten to damage property (e.g. overflowing drains/toilets/urinals/sinks, roof leaks, broken water pipes, electrical defects which may cause fire or shock, gas leaks, etc.); or compromise physical security.

t. Extraordinary Repair Work: Extraordinary repair work includes repair and replacement work required due either to acts of God or to accidents, unlawful acts, or faulty or negligent operations by personnel other than the contractor and its agents.

u. Facility. Industrial property for production, maintenance, research, development, or testing, including real property and rights therein, buildings, structures, improvements, and built-in equipment.

v. Fixed Burden Rate (FBR). The additional costs (expressed in percentage of direct cost) for administrative effort, ordering, handling and stockpiling special materials, special equipment and subcontracting for work included in the Indefinite Delivery/Indefinite Quantity portion of the contract.

w. Frequency of Service. Unless otherwise noted, services designated with the following frequencies shall be performed at intervals specified:

- (1) Annual (A). Services performed once during each 12 month period at intervals of 335 to 395 days.
- (2) Biennial (BA). Services performed once every 2 years on a date during the month specified.
- (3) Triennial (TA). Services performed once every 3 years on a date during the month specified.
- (4) Quinquennial (QA). Services performed once every 5 years on a date during the month specified.
- (5) Semiannual (SA). Services performed twice during each 12 month period at intervals of 160 to 200 days.
- (6) Quarterly (Q). Services performed 4 times during each 12 month period at intervals of 80 to 100 days.
- (7) Bimonthly (BM). Services performed 6 times during each 12 month period at intervals of 58 to 63 days.
- (8) Monthly (M). Services performed 12 times during each 12 month period at intervals of 28 to 32 days.
- (9) Biweekly (BW). Services performed 26 times during each 12 month period at intervals of 13 to 15 days.
- (10) Weekly (W). Services performed 52 times during each 12 month period at intervals of 6 to 8 days.
- (11) Daily (D). Services performed once each day, Monday through Friday, excluding holidays unless otherwise noted.
- (12) Daily (D7). Services performed once each day, seven days per week including weekends and holidays.
- (13) Daily (2D). Services performed twice each day, Monday through Friday, excluding holidays unless otherwise noted.
- (14) Daily (3D). Services performed three times a day, at intervals between 7 and 9 hours, seven days per week including weekends and holidays.
- (15) Hourly (QU)~Service performed every hour, at intervals between 50 to 70 minutes, seven days per week including weekends and holidays.

x. Government Furnished Property (GFP). Government furnished property includes all property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

y. Hazardous Materials. A substance or material, including a hazardous substance capable of posing an unreasonable risk to health, safety and property. Refer to 49 CFR, Part 172 "Hazardous Materials Table" and Appendix 172.101, List of Hazardous Substances and Reportable Quantities.

z. Hazardous Waste. Any material that is subject to the Hazardous Waste Manifest Requirements of the US Environmental Protection Agency as specified in 40~CFR Parts 261 and 262.

aa. Indefinite Delivery/Indefinite Quantity (ID/IQ) Work. "ID/IQ" is defined as alterations or extraordinary repairs that cost more than \$2,000. (Generally, this means the work will not be directed via a service order, as service orders normally will only be issued for work costing \$2,000 or less.) ID/IQ work also includes repairs costing more than \$75,000. (See C-1, above. Only the portion of the cost that is beyond \$75,000 is reimbursable under the ID/IQ portion of this contract; the first \$75,000 of each repair's cost is covered by the firm fixed price portion of

the contract, and the contractor will receive no additional reimbursement therefor.) ID/IQ work will require a separate statement of work and prior approval of the Contractor's estimates for labor hours and materials approval. Work shall be completed within the time frames specified on each delivery order. ID/IQ Work is included in the Indefinite Delivery/Indefinite Quantity portion of the contract. Any work not given prior approval by the government as ID/IQ work will be presumed to be included in the firm fixed price of the contract.

ab. Job Preparation. All work and costs associated with receiving and considering a job assignment and instructions; planning equipment and material requirements; obtaining proper tools; laying out job, tools, materials, and equipment; setting up ready to begin work; cleaning and storing tools and equipment and cleanup of job site.

ac. Latent defects. Latent defects are defects that are present in a hidden or undeveloped state and are not visible or apparent at the time of inspection, but which become obvious or come into being at some future time.

ad. Maintenance. The recurring day-to-day, periodic, or scheduled work required to preserve or restore real property to such a condition that it may be effectively utilized for its designated purpose. The term includes work undertaken to prevent damage to a facility that otherwise would be more costly. All maintenance are included in firm fixed price portion of contract.

ae. Minor Work. : Minor work is defined as construction or alteration requirements which exceed the scope of a service call. Minor work may include construction, alteration, fabrication or miscellaneous items, installations of equipment or systems and miscellaneous items, relocation of equipment, materials and devices, and other services designated by the COR. Construction or alteration work will be classified as minor work when total cost of the required work, including labor and materials, is less than \$2,000. Minor work shall be completed within the timeframes specified on each minor work service order or as directed by the COR. Minor work is included in the firm fixed price portion of the contract. The estimated quantities listed in Attachment C9, Historical Data, are inclusive for all building structures.

af. Pre-Expended Bin Materials and Supplies. The minor materials and supplies which are incidental to a job, and for which the total direct cost of one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, washers, spacers, masking tape, sand paper, solvent cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, gases, refrigerants, refrigerant fittings, plumbers tape and compound, clips, welding rods, heat sinks, touch-up paint, plumbing fittings, etc.

ag. Predictive Maintenance. Predictive maintenance is recurring scheduled work typically consisting of non-destructive testing and sampling to predict equipment problems so that corrective action may be taken to preserve or restore real property to such a condition that it may be used for its designated purpose. The term includes work undertaken to prevent damage to a facility that otherwise would be more costly. All predictive maintenance is included in firm fixed price portion of contract.

ah. Preventive Maintenance (PM). The recurring day-to-day, periodic, or scheduled work required to preserve or restore real property or equipment to such a condition that it may be used for its designated purpose. The term includes work undertaken to prevent damage to a facility that

otherwise would be more costly. All preventive maintenance is included in firm fixed price portion of contract.

ai. Quality Assurance Evaluator. The Government employee responsible for the daily monitoring of Contractor performance.

aj. Quality Control. A method used by the Contractor to control the quality of goods and services produced.

ak. Recurring Work. Work which is performed on a periodic basis such as preventive maintenance, predictive maintenance and standing operations orders. Recurring work is included in the firm fixed-price portion of this contract.

al. (1) Regular Working Hours for the HQC. The Government's regular (normal) working hours are from 6:00AM to 7:00PM Mondays through Fridays except (a) Federal Holidays and (b) other days specifically designated by the KO.

am. (2) Regular Working Hours for the CDC. Working hours for the CDC are from 6:00AM to 6:00PM, Monday through Friday, except (a) Federal Holidays and (b) other days specifically designated by the KO.

an. (3) Regular Working Hours for DTRA. The regular (normal) working hours for DTRA are from 6:00 AM to 6:00 PM Mondays through Fridays except (a) Federal Holidays and (b) other days specifically designated by the KO.

ao. 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 is made necessary by ordinary use, operation, normal wear and tear and the passage of time. Repair may be overhaul, reprocessing, or replacement of component 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. All repair work is included in the firm fixed price portion of contract.

ap. 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 Section C-1.13.

aq. Routine Service Orders (RSO). Service Orders will be classified by the COR as routine when the work does not qualify as an emergency or an urgent call. Examples of routine calls include inoperative switches or outlets, clogged urinals or drains (not overflowing), dripping faucets, broken glass or floor tile, roof leaks, repairs to mechanical equipment, etc.

ar. Service Orders (SO). Service orders are unscheduled maintenance, repair and minor work. Maintenance and repair service orders are issued through the FACILITY CENTER system and are assigned emergency, urgent and routine priority.

as. Standing Operations Order (SOO). A SOO is used for operational work of a fixed nature that requires dedicated attention on a continuing basis. Construction, maintenance and repair work are not accomplished using SOOs except work including operations and scheduled inspections and

preventive maintenance services performed by operators but excluding maintenance and repair work not formally performed by operator personnel.

at. Travel time. Time expended between shop and the job site; waiting for vehicle; getting in and out of vehicle; loading and carrying a tool box; vehicle travel; unloading, walking from vehicle to job site; opening and closing door; walking up and down stairs; using elevators; and access to secure or controlled areas.

au. Urgent Service Orders (USO). Service orders will be classified by the COR as urgent when the work is deemed mission essential or when the work consists of failures in services which do not immediately endanger personnel, or threaten to damage property, or disrupt operations and/or training missions, but would soon inconvenience and affect the health or well being of personnel, damage property, or disrupt operations and/or training missions.

### **C-1.3 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, MATERIALS AND SERVICES**

In accordance with the GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) clause, the Government will provide the Contractor the use of certain Government owned facilities and material for use only with this contract. The use of Government furnished facilities, and materials for other purposes are prohibited. All facilities and materials will be provided in "as-is" condition.

a. Government Furnished Facilities. The Government will provide room 0605 (177 sf) and room 0607 (157 sf) for a total of 334 square feet. These areas are shown in Attachment C4. The Contractor shall assume responsibility and accountability of such facilities provided for his/her use and shall take adequate precautions to prevent fire hazards, safety hazards, odor, and vermin. The cost of any repairs caused by negligence or abuse by the Contractor or his employees shall be the responsibility of the Contractor. Custodial services for Government furnished facilities shall be the responsibility of the Contractor and as a minimum shall be maintained at the same level as similar spaces occupied by the Government. The Contractor shall obtain written approval by the KO before making any modifications or alterations to any of these areas. Any modifications to Government Furnished facilities shall be at Contractor expense. 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.

b. Government Furnished Equipment (GFE). The Government will provide the Contractor the use of existing and available Government owned tools and equipment in the performance of the contract. Such Government furnished tools and equipment are listed in Attachment C5.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment listed at no cost to the Government, and the total or partial breakdown or failure of the Government furnished equipment shall not relieve the Contractor of the requirement to fully perform the work of the contract. Upon completion or termination of the contract, all Government owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no cost to the Government. Equipment so acquired shall remain the property of the Contractor. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse by the Contractor or his/her employees.

(2) The Contractor and the Government Representative shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Government Representative. Government furnished equipment shall not be removed from the facility unless approved by the KO in writing.

c. Government Furnished Material (GFM). The Government will furnish the material described in Attachment C6 to the Contractor on a one-time basis for use only in connection with this contract. The use of Government furnished materials for any other purpose is prohibited. The Contractor and the Government Representative shall conduct a joint inventory before commencing work under this contract to determine the exact amount and serviceability of Government furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials supplied, and shall provide documentation supporting issue/use of such material.

- (1) Upon depletion of material provided to the Contractor by the Government, as listed in Part A of Attachment C6, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government furnished materials, as listed in Part A of Attachment C6. The Contractor shall be held liable for all materials missing which cannot be accounted for by issue/use documentation.
- (2) Experience has shown that selected items of long lead time parts and materials must be stocked to insure repair of critical equipment in the event of failure. The contractor shall compile and submit a list of these insurance items for review and approval of the COR. A list of these insurance items and minimum stocking levels are contained in Part B of Attachment C6. The Government will provide the Contractor an initial issue of these items in at least the minimum quantities as approved. The Contractor shall maintain at least the minimum quantity of all the items specified. These items will be used by the Contractor in the maintenance and repair of the facilities/systems only as follows:
  - (a) Insurance items shall be used on the systems, facilities, or GFE with which they are associated.
  - (b) A replacement insurance item shall be ordered within 3 working days after the use of any insurance item which causes the total quantity on hand to fall below the minimum specified level. The Contractor shall bear the cost of replacement of all insurance items.
  - (c) Upon completion or termination of the contract, all insurance items shall be returned to the Government in the minimum specified quantities.

d. Availability of Utilities. The Government will furnish the following 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: electricity, natural gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing

outlets may be obtained from the COR. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of work.

#### **C-1.4 CONTRACTOR FURNISHED ITEMS**

Except for the items listed in Section B.4, the Contractor shall provide all equipment, tools, materials, parts, components, and services to perform all contract requirements. All replacement parts and components shall be new, industrial grade, equal to or better than the manufacturer's original equipment specifications and compatible with existing systems. All parts and materials shall be standard products of manufactures regularly engaged in the production of such products. If new parts are not available, the Contractor may request approval in writing from the COR to use rebuilt parts. Use of rebuilt parts before receipt of approval or without approval is at the risk of the Contractor. All parts whether new or rebuilt shall carry the full warranty as required by this contract.

a. No part shall be utilized for any purpose other than that which it has been designed and manufactured. The Contractor shall retain all replaced parts for at least ten (10) working days and upon request make them available to the Government for inspection.

b. Materials containing Asbestos, PCB's or lead based paints shall not be brought on- site.

c. The Contractor shall not store hazardous materials on-site in a quantity greater than the amount used during one week.

d. The Contractor is expected to establish the availability of parts and materials likely to be required in the accomplishment of maintenance and repair work and to stock any parts that cannot be readily obtained.

(1) All parts bought and stocked by the Contractor shall be the property of the Contractor. The Government will not reimburse the Contractor for any stocked parts not used during the term of this contract. It is the responsibility of the Contractor for the timely procurement of replacement and repair parts.

e. Any parts, equipment or materials damaged during the performance of the contract shall be replaced or repaired by the Contractor at no additional cost to the Government. Maintenance or repair work that must interface with or access the building systems shall be scheduled and coordinated with the COR.

f. When disputes arise concerning material, equipment and components selected for work items already completed, the Contractor shall, at no cost to the Government, remove, replace or rework material, equipment and components so compliance with the Government's requirements are satisfied. The resolution of formal disputes is addressed in the FAR 52.212- 4 (d) "DISPUTES" clause.

g. The COR may require test data showing that any materials or supplies procured by the Contractor meet the specifications. The COR may at times require samples, Material Safety Data Sheets (MSDS), manufacturer's data cut sheets, etc., of materials used in this contract.

h. The Contractor shall at no additional cost to the Government furnish any administrative equipment, supplies, office furniture, computers, reproduction equipment, fax machines, file cabinets, etc. to fulfill the administrative functions of this contract.

### C-1.5 MANAGEMENT

The Contractor shall manage the total work effort associated with the maintenance, repair, and all other services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, cost accounting, 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.

a. 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 accordance with the quality standards established herein. Verbal scheduling and status reports shall be provided when requested by the COR. The status of any item of work must be provided with one (1) hour of the inquiry during regular working hours, and within two (2) hours after regular working hours. The Contractor shall attend formal reviews at the HQC with the COR on a monthly basis to discuss work performance, areas of concern, etc. The On-site Supervisor and Project Manager shall attend the monthly review.

b. FACILITY CENTER System. The Contractor shall use the Government provided FACILITY CENTER system to schedule and control all Service Orders, Preventive Maintenance, and Delivery Orders. The Government will have access to the data in the FACILITY CENTER system at all times to, at a minimum, run reports, check the status of Service Orders, Preventive Maintenance, and Delivery Orders. The Government will provide formal training on the FACILITY CENTER software to the necessary Contractor employees. The FACILITY CENTER training will occur at the HQC at the Government's expense prior to contract start. Refer to Attachment C11, Management Requirements, for a discussion of employee qualifications. The Contractor shall use the FACILITY CENTER system work control forms for Service Orders, Preventive Maintenance and Delivery Orders: The Contractor shall develop and provide all additional work control forms, including, at a minimum; operational logs, operational maintenance, inspection, work schedules, and watch operator's assignment sheets and submit these forms to the KO for approval thirty (30) days prior to contract start.

c. Work Schedule. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall make every effort to minimize the impact of the interference, inconvenience, equipment downtime, interrupted service, customer discomfort, etc. All work schedules shall be submitted for approval to the KO. Once approved, all work shall be performed in compliance with the work schedule to facilitate the Government's inspection of the work. Changes to the work schedule shall be submitted for the COR's approval at least three (3) working days prior to scheduled performance. Whenever non-essential services have been scheduled on a holiday, the services shall be performed on the following working day. The COR must approve all unscheduled work. In preparing the work schedule, the Contractor shall comply with the following:

- (1) Annual Work Schedule. Thirty (30) days before contract start date and within thirty (30) days after the Government's notice of exercising an option, the Contractor shall submit to the KO an annual schedule of planned performance of work in a format acceptable to the

COR. This schedule shall be arranged so each contract requirement is covered separately. The schedule shall indicate by month, all services performed, the frequency of service, and the location. In preparing the annual work schedule, the Contractor shall indicate the week that bi-weekly, monthly, quarterly, semi-annual and annual work shall be performed.

(2) Monthly Work Schedule. The Contractor shall develop and submit a monthly work schedule to the COR for approval five (5) working days before the start of the scheduled month. The initial monthly schedule format must be submitted to the KO for approval thirty (30) days before contract start. The monthly schedule shall identify all recurring work, preventive maintenance and work ordered under the Indefinite Delivery/Indefinite Quantity portion of the contract. In preparing the monthly work schedule, the Contractor shall comply with the following general requirements:

- (A) Recurring services shall be identified and a daily work schedule set for the coming month indicating the type of work to be performed, the location and include hour of the day (within 15 minutes) and estimated time to complete the work for daily, semi-weekly and weekly work and day of the month for completion of weekly, bi-weekly and monthly work.
- (B) Preventive Maintenance work shall be identified and a daily work schedule set for the coming month indicating the location and the equipment to be serviced including the day, hour and estimated time to complete the work.
- (C) Indefinite Delivery/Indefinite Quantity work shall be identified and start and complete dates set for the coming month.

d. Changes or additions that prevent the Contractor from completing work on schedule or which change the scope of the work shall be reported to the COR in writing.

e. Service Interruptions. If any services must be discontinued (even temporarily) because of scheduled contract work, the Contractor shall notify the COR at least fifteen (15) working days in advance. If the discontinued service is because of an emergency breakdown, the Contractor shall notify the COR immediately. Services and equipment included are heating, cooling, plumbing, ventilation, water treatment, and fire suppression equipment and systems. The chillers, boilers, cooling towers, water treatment and fire suppression equipment and systems are critical to the mission of the building. All maintenance and repair work (scheduled and unscheduled) shall be closely coordinated with the COR. The critical services/equipment shall not be interrupted without (1) approval of the COR, (2) all tools, equipment and parts to restore service located at the work site, and (3) presentation of a recovery plan to the COR in the event of system failure(s) when restoring service.

f. Interference with Government Business. The Contractor shall schedule and arrange work to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall make every effort to minimize the impact of the interference, inconvenience, or customer discomfort. Special consideration shall be given when using solvents, cleaners, or other material that has a warning label indicating the material may be irritating or harmful to building occupants.

g. Protection of Government Property. The Contractor shall take special care to protect Government property including furniture, walls, baseboards, and other surfaces from damage. Accidental splashes shall be removed immediately. Any areas damaged as a result of work under this contract shall be returned to their original condition, to include painting, refinishing, fireproofing, or replacement, if necessary, at the Contractor's expense.

h. Personnel. Staffing, qualifications, job descriptions and supervision requirements are described in Attachment C11, Management Requirements.

i. Work Reception Desk. The Contractor shall maintain a reception desk attended continuously during normal working hours to receive and process (through FACILITY CENTER) any contract related call (i.e. ordering service orders, service order status, delivery order status, questions, complaints) from the COR. The persons attending the work reception desk shall be familiar with the Contractor's organization and procedures as well as the terms of the contract and operation of the FACILITY CENTER system. The work reception desk shall be capable of being in constant communication with the Contractor's Project Manager, On-Site Supervisor or designated representative.

j. Technical Library. The Contractor shall establish and maintain a Technical Library of all technical data related to the contract services. The library shall include such items as: equipment model numbers, serial numbers, equipment manufacturer's manuals, data packages, spare parts list, utility data, applicable Government publications and regulations, operation and maintenance procedures and manuals, cleaning product literature, material safety data sheets (MSDS). The Contractor shall maintain the library to the completion/termination of the contract and shall make the library available to the COR at anytime. The technical library shall be Government property and shall remain on-site upon completion or termination of the contract.

k. Records and Reports. The Contractor shall maintain management, operation and maintenance records and prepare management, operation and maintenance reports. Plumbing, heating, cooling, and ventilation operation and maintenance reports shall be submitted to the COR by the fifth calendar day of the following month. At contract completion/termination all records and copies of reports shall be turned over to the COR within five (5) calendar days after contract completion/termination. See Attachment C8, List of Records and Reports, for a listing of required reports.

l. Contracts and Subcontracts. Ten (10) days before contract start, the Contractor shall submit to the KO, copies of any contingent contracts or subcontracts that provide any services required under this contract.

m. Equipment History Files. The Contractor shall maintain the history of work accomplished in the FACILITY CENTER system. FACILITY CENTER contains a database of all equipment maintained (including bar code number, part number, serial number, manufacturer and location), all service orders, delivery orders, minor work orders, and preventive maintenance. All information shall be entered into FACILITY CENTER within two (2) days of completion of work. The Government has access to this data at all times. The data is Government property and shall remain on-site upon completion or termination of this contract.

(1) At a minimum, the data entered into FACILITY CENTER shall contain labor man-hours and material cost for service orders, delivery orders, minor work orders, and preventive maintenance.

(2) The Contractor shall enter detailed labor hours and material cost into FACILITY CENTER for delivery orders (ID/IQ work).

(3) The Contractor shall update equipment data in FACILITY CENTER for equipment repaired or replaced.

n. Utility Outages. Utility outages shall be scheduled at a time of minimum demand and disruption, normally after regular working hours. Requests for utility outages will be submitted in writing to the COR for approval a minimum of fifteen (15) working days in advance of the scheduled outage. This request shall list all areas affected and temporary utilities required during the duration of the outage. All scheduled outages must be approved in advance by the COR. All equipment affected by an outage shall be properly secured in advance and reactivated after utilities are restored to normal conditions. All labor efforts required to coordinate and perform utility outage work, whether scheduled or unscheduled, shall be covered under the service call, delivery order or requirement that generated the request (i.e. support of other Contractor work effort, Emergency Service Call, etc.).

o. Inoperative Equipment or Systems. When any equipment or system fails and endangers life and/or property, it shall be secured and red-tagged stating the service order number, deficiency report numbers, shop, telephone number, date and name of worker who placed it out of service. Tags shall be provided by the Contractor.

p. Locating Underground Utilities. The Contractor shall coordinate approval of all excavation permit requirements to support work covered under this contract and other Contractor and Government Personnel by locating, identifying and marking Government owned underground utility lines, including coordination of all other utility company efforts to approve excavation permits. All labor efforts shall be covered under the service order, delivery order or requirement that generated the request.

q. Underground Storage Tanks. The Contractor shall provide persons certified by the Commonwealth of Virginia for all work on underground storage tanks. A certified person must be present on the job site at all times when work is being performed on underground storage tanks. There is one (1) for ice storage which is a confined space. The Contractor shall have trained personnel for permit required confined space per OSHA guidelines. Fuel storage is covered by another contract.

r. Hazardous Materials. See Attachment C 15, Hazardous Materials.

s. Hazardous Waste. The Contractor shall become thoroughly familiar and comply with the HQC Hazardous Management Plan. Contractor employees may be required to handle various hazardous materials. Applicable instructions, regulations, handling and transporting procedures are identified in Attachment C5. The Contractor shall also be required to weigh hazardous

material in the process of making deliveries to the Department of Public Works (DPW) HQC Hazardous Waste Storage Area at Ft. Belvoir DPW.

#### **C-1.6 CONTRACTING OFFICERS REPRESENTATIVES (COR)**

Within ten (10) calendar days following award of this contract the KO will provide the Contractor with a list of Contracting Officer Representatives (CORs). The Contractor shall be responsible for notifying the CORs of any work to be performed in an area under his/her control that would tend to disrupt the conduct of normal Government business. The Contractor shall notify the COR at least two (2) working days in advance of such work. Notification shall include the type of work to be done and the estimated completion date. The Contractor shall reschedule (including changing the work to being performed after hours at no additional cost) any work that the COR deems necessary to avoid unacceptable disruptions in the Government's business. The Alternate COR serves as COR in his absence.

#### **C-1.7 WORK OUTSIDE REGULAR WORKING HOURS**

a. Unless otherwise specified, all firm fixed-price work shall be performed within the scheduled frequency of service during the Government's regular working hours. If the Contractor desires to work after regular working hours, Saturdays, Sundays, or holidays, the Contractor shall submit a request to the COR for approval five (5) working days before performing the work. Any work that will cause safety concerns shall be performed after normal working hours if required by the COR.

b. Indefinite Delivery/Indefinite Quantity (ID/IQ) work items shall be performed when a delivery order is issued for the work required. If the Contractor desires to perform this work other than during the negotiated working hours, prior approval shall be obtained from the Customer and the COR two (2) work days in advance. Contractor requests to perform ID/IQ work outside normal working hours after the delivery order is issued shall be performed at no additional cost to the Government.

#### **C-1.8 CONTRACTOR DEVELOPED PLAN**

To insure continuity of essential services, the Contractor shall be prepared to fully commence work on the start date of this contract and should not assume that previous Contractor employees will be available to guide, direct or specifically orientate each Contractor employee. As part of being fully ready to commence work, the Contractor shall be prepared to accept approximately thirty (30) backlogged service orders, as defined in the "DEFINITIONS - TECHNICAL" clause, on the contract start date. Work must be completed on all of these service orders with twenty (20) calendar days after the contract start date.

The Contractor shall recognize that services covered by this contract are vital to the Government's mission. Continuity of services must be maintained at the utmost proficiency, without interruption, by the Contractor throughout the entire term of the contract. To maintain these critical services the Contractor shall prepare specific plans describing how he/she will ensure that all services will be continuously provided.

- a. Strike Contingency Plan (SCP). The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his/her employees. The SCP shall be submitted to the KO for approval fifteen (15) days before contract start date. At a minimum, the SCP shall include the following information:
  - (1) The names, addresses, telephone numbers, and contact persons of proposed firms the Contractor intends to utilize to provide the services defined in this specification during strikes by his employees.

- (2) Copies of current licenses and certifications of experience assuring the Government that all temporary or replacement employees (including subcontractor employees) will meet the experience and licensing requirements of this contract.
- b. Contractor Emergency Plan (CEP). The Government's Occupant Emergency Plan (GEP) is used by the Government during building emergencies. The Contractor shall prepare a Contractor Emergency Plan which will define the Contractor's procedures and actions he/she will take to provide support to the Government's OEP. Designated Contractor personnel, including the On-Site Supervisor, shall be thoroughly familiar with the Government's OEP, and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan.

The contractor will not be penalized for delay of normal work if the work force has been diverted for emergency support. Additional Contractor costs incurred for emergency situation support may be negotiated and paid under the Indefinite Delivery/Indefinite Quantity portion of the contract or as a modification to the basic contract.

Contractor participation in emergency plans shall be mandatory during building related emergencies or natural disasters, regardless of the time of occurrence. The Contractor shall be required to operate the facility during all emergency situations including, but not limited to: fires, accident and rescue operations, strikes, civil disturbances, natural disasters, utility service outages and military contingency operations. The Contractor's Emergency Plan shall be submitted to the KO for approval fifteen (15) days before contract start and shall include, at a minimum, the following:

- (1) The Contractor's procedures and actions used to provide support to the Government during emergencies.
  - (2) The name, address, telephone number and current position of each employee that will participate in the Contractor Emergency Plan.
  - (3) The specific functions that each employee will perform during emergency situations.
  - (4) If temporary or subcontractor employees are to be used, the same information is required as in the Strike Contingency Plan.
- c. Quality Control Plan (QCP). The Contractor shall establish and maintain a Quality Control Plan (QCP) in accordance with the FAR 52.212-4(a) "INSPECTION/ACCEPTANCE" clause, to ensure that the work performed under the contract conforms to contract requirements. The Contractor's QCP shall be submitted to the KO for approval fifteen (15) days before contract start.
- (1) The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.
  - (2) The QCP shall be available for Government inspection and include:

- (A) A description of the Contractor's QC system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.
- (B) The name(s) and qualifications of the individual(s) responsible for performing the QC inspections, and the extent of their authority.
- (C) Provisions for recording the results of inspections and for recording corrective action taken.
- (D) Provisions to update and revise the QCP during the performance of the contract.
- (E) A file of all QC inspections both performed scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by Contractor through the term of this contract. The file shall be the property of the Government and made available to the COR during regular working hours. The file shall be turned over to the COR within three (3) days following completion or termination of this contract.

d. Contractor Phase-In Plan. Up to thirty (30) days prior to the start date of the contract, the Contractor will be allowed to bring his employees on-site to become familiar with the operation, maintenance and repair of the equipment and systems covered by this contract. Site visits shall be requested two (2) days in advance through the COR. Limits will be established as necessary for essential visits until contractor personnel are cleared and receive badges in accordance with DLA security procedures. The purpose of this phase-in is to allow the Contractor an opportunity to make necessary preparations to ensure uninterrupted performance at the start of this contract. The Contractor shall develop a phase-in plan for submittal to the KO as part of the Technical Proposal.

e. Joint Inspection Plan for Pre-Existing Deficiencies. Ten (10) calendar days after the Contractor receives the notice of award, the Contractor shall submit a proposed Joint Inspection Plan that details the number of personnel that will be employed, time, location, and date of inspections for the purpose of identifying any pre-existing deficiencies with the building or building equipment. The KO shall accept or change the Contractor's inspection dates and notify the Contractor of the decision. The KO or his/her representative and the Contractor shall together make a complete and systematic inspection of all mechanical, electrical, and utility systems covered by this contract. The Contractor shall then prepare and submit to the COR, a pre-existing deficiency report listing observed pre-existing deficiencies with equipment or systems noted during the joint inspection.

The Contractor shall also include as part of this listing, any equipment or systems which are now operable, but which the Contractor feels should be considered for repair or upgrade. Pre-existing deficiency list shall be submitted by the Contractor to the KO for review no later than five (5) days before contract start work date, and one of the following actions will be taken:

- (1) If the Contractor can correct the deficiency through preventative maintenance schedule and procedures, the COR will direct that it be done as such. No

additional monies will be paid the Contractor when these preventive maintenance procedures utilized.

- (2) If the preventive maintenance procedures cannot be utilized to correct the noted deficiency, the Contractor may be requested to submit a proposal to make the necessary repairs. In this instance, the following procedures will apply:
  - (a) Upon request of the COR, the Contractor shall submit price proposal for the repair in question.
  - (b) If necessary, negotiations will be initiated between the Contractor and the KO in an attempt to reach agreement on a price for that repair.
  - (c) In the event a price cannot be agreed upon between the parties, the COR may establish a price and direct the Contractor to complete the repair. The Contractor may file a claim with the KO for any monies that are in dispute. The Contractor shall not delay commencement of the repair while waiting the processing of the claim.
  - (d) The Government reserves the right to have any or all of the repairs of preexisting deficiencies accomplished by other means. The Government may elect to have all or any part of this work performed by the Contractor, or by other Contractors.
- (3) The COR will make a determination when no repairs will be made to the deficient equipment and or Systems.
- (4) Equipment not in service at initial walk-through. Any and all deficiencies found more than thirty (30) days after season start-up of any piece of equipment during the first year shall not be considered pre-existing deficiencies; and, therefore, the repair will be the responsibility of the Contractor. The COR will make the determination as to when the seasonal start-up begins. Nothing in this pre-existing deficiency clause shall be construed as diminishing the obligations imposed by this contract upon the Contractor to operate any deficient item to the extent operable, or to maintain any such item.

f. Schedule of Deductions. Thirty (30) days after Contract Award, the Contractor shall submit the Schedule of Deductions, Attachment C22, to the KO for review and approval.

g. Contractor Phase-Out Plan: To ensure an orderly and smooth transition of services both at the end of this contract and at the beginning of the follow-on contract, the following procedure will be adhered to for Phase-Out:

- (1) Ninety (90) days prior to expiration of this contract, after selection by the Government of a successor Contractor, the incumbent Contractor and successor Contractor shall jointly prepare to plan for phase-out operation.
- (2) In addition, this Contractor agrees to provide phase-out services for a period not to exceed sixty (60) days. Continuity and performance for all services required

under this contract shall be maintained during this period by the incumbent Contractor.

(3) If the incumbent and successor Contractors cannot agree to phase-out, the Government has the right to either bring in its own employees or another contractor to accomplish this phase-out and bill the cost equally to both Contractors. The phase-out plan shall be submitted to the KO as part of the Technical Proposal.

- h. Preventive Maintenance Schedules Within thirty (30) days after contract start, the contractor shall enter all PM schedules for the HQC, CDC and HQC/DTRA addition not currently entered inputted into the FACILITY CENTER system.
- i. Tour Plan. The contractor shall propose a tour plan for the HQC, CDC and HQC/DTRA addition within thirty (30) days of contract start. The tour plan shall be submitted to the COR for approval. Upon approval, the Tour Plan for the HQC, CDC and HQC/DTRA addition shall be incorporated into the contract by modification.
- j. Review of Existing Reports. The contractor shall provide their Strike Contingency Plan (SCP), Contractor Emergency Plan (CEP), Quality Control Plan (QCP) and Contractor Phase Out Plan within 30 days of contract start.
- k. Joint Inspection Plan for Pre-Existing Deficiencies For Equipment. Using the procedures found in Section C-1.8, the Contractor shall submit a Joint Inspection Plan within ten (10) calendar days of contract start to include the HQC, HQC/DTRA addition and CDC to the COR. The pre-existing deficiency list shall be submitted to the KO within five (5) calendar days of completion of the Joint Inspection.
- l. Watch Requirements Plan. The contractor shall propose a watch requirements plan for the HQC, HQC/DTRA addition and CDC within thirty (30) days of contract start. The watch requirements plan shall be submitted to the COR for approval. Upon approval, the Watch Plan for the HQC, HQC/DTRA addition and CDC shall be incorporated into the contract by modification.

#### **C-1.9 EQUIPMENT UNDER WARRANTY**

- a. The COR will furnish to the Contractor, within thirty (30) days from contract start, a list of equipment and components that are covered by original warranty. The list will indicate the expiration of each warranty. The Contractor shall not repair, replace, or otherwise correct defects in warranted equipment without obtaining prior authorization from the COR. If a service order is received, the Contractor shall respond, troubleshoot, report defects in material or installation of warranted equipment to the COR so that necessary action may be taken to exercise the provisions of the warranty or have the work performed by other means. The Contractor shall provide the COR with a copy of warranty information, documents and technical manuals related to equipment installed by the Contractor under the terms of this contract.
- b. The Contractor shall forward all manufacturer's warranties for all new equipment to the Government.

c. When performing repairs, the Contractor shall provide a ninety (90) day warranty on labor and one (1) year warranty for defects in materials.

d. When performing new work, the Contractor shall provide a one (1) year warranty for all labor and materials. The Contractor shall also provide manufacturer's warranties in addition to the one (1) year Contractor's warranty.

#### **C-1.10 REPLACEMENT, MODERNIZATION, RENOVATION**

During the term of this contract, the Government may operate, repair, replace, renovate or improve equipment, Systems, facilities, components, and fixtures at the Government's expense and through use of Government forces or 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 the Government 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 result in adjustments to the contract price in accordance with the FAR 52.212-4(c) "CHANGES" clause. Additions or deletions to the contract inventory which result in an increase or decrease in contract Operational or Preventive Maintenance requirements will result in adjustments to the contract prices in accordance with the prices set forth in the Schedule, Section B.

#### **C-1.11 AS-BUILT DRAWINGS**

a. The Government will make As-Built drawings for the HQC available to the Contractor during normal working hours. The Government makes no representation as to the completeness or accuracy of these drawings.

b. When the Contractor accomplishes work which requires the revision of system one-line drawings, scaled drawings or panel schedules the Contractor shall forward all pertinent information to the COR so the Government can revise applicable drawings and make prints available. All revisions shall be submitted to the COR within five (5) days after completing the work. The Government will withhold payment until receipt of these drawings. Modifications made by the Contractor will be annotated in red on the system one-line drawing or scaled drawings, and panel schedules.

#### **C-1.12 INTERFACE WITH OTHER CONTRACTORS AND GOVERNMENT FORCES**

a. Attention is invited to the fact that other Contractors and Government forces are engaged in similar and supporting work, requiring close cooperation. The Contractor shall cooperate with all other Contractors and avoid conflicts with other Contractor's performance and work schedules. In the event of conflicts with other Contractors that cannot be satisfactorily resolved, the matter shall be referred to the KO for decision. Such decisions shall be final, subject to right of appeal in accordance with the FAR 52.212-4(d) "DISPUTES" clause.

b. The Government employs "in-house" expertise with Master level knowledge and skill in the fields of HVAC, plumbing and pipefitting. These employees serve as technical experts for the DLA Support Services in all matters pertaining to HVAC, plumbing and pipefitting work in the HQC, CDC and HQC/DTRA addition, and are responsible for inspecting all such work to ensure compliance with specifications, safety and this contract. These employees may perform work including, but not limited to, repairs, installations, alterations, maintenance checks and

services in accordance with Section C-1.1. The Government reserves the right to contact equipment manufacturers regarding all equipment covered under this contract.

c. The Contractor shall observe operating conditions of the electrical distribution, fire detection, and elevator systems during all tours. Electrical problems, outages and unusual circumstances shall be reported immediately to the COR and to the Government's Electrical Inspector.

### C-1.13 SERVICE ORDERS

Service orders are issued for unscheduled or scheduled maintenance, repair, minor work, and quality deficiency items covered under the firm fixed price of the contract.

When questions arise concerning the labor hours required for a particular job, labor hour requirements will be based on R.S. Means Cost Data and historical data. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the actual direct cost of materials. The Government retains the right to obtain additional quotes in questionable situations and the lowest price will be used. The Contractor shall be required to provide one copy of all quotes to the Government. In the case of emergencies, or for the completion of emergency work initiated during normal working hours, the Contractor shall be required to work outside normal working hours until completion. Each service order will contain a building identifier notifying the contractor whether the service order is for the HQC, CDC or HQC/DTRA addition.

#### a. Service Order Reception.

- (1) During regular work hours. The Government will operate a work reception desk and receive all Service Order requests from 7:00 AM to 4:30 PM. The Government will classify calls as either Routine, Urgent or Emergency. The Government will enter the customer request into FACILITY CENTER including description of the problem, location, requestor's name, requestor's phone number, pre-defined activity code, priority, unique/specific notes or instructions, and predefined shop code. After the request is saved, FACILITY CENTER will assign a Service Order number, time/date stamp the call and calculate a time/date required for completion based on priority code. The Service Desk Operator will then "Auto print" the Service Order from FACILITY CENTER. Based on the assigned activity and shop codes, the Service Order will be routed by FACILITY CENTER to the appropriate LAN printer.
- (2) After regular working hours. The Government's work reception desk will receive Service Order requests via voice mail. These requests will be entered into FACILITY CENTER the following workday and printed at the appropriate LAN printer. If the call is classified as an emergency, HQC Security will be contacted and notify the Contractor directly. If the Contractor discovers an emergency situation he shall contact HQC Security and take necessary action to protect life and Government property.
- (3) Future upgrades to the FACILITY CENTER system will further automate the performance of Service Orders through the use of handheld computers and/or bar code scanners. The Contractor shall integrate these tools, and other upgrades to the FACILITY CENTER system, into the Service Order work flow, at no additional cost to the Government.

#### b. Service Order Classification

- (1) Routine Calls. Service Orders will be classified by the COR as routine when the work does not qualify as an emergency or an urgent call. Examples of routine calls include clogged urinals or drains (not overflowing), dripping faucets, roof leaks, repairs to mechanical equipment, etc.
  - (2) Set Date Calls. The Contractor is advised that a portion of Service Orders may require services scheduled on a specific date or time. This may include work in office areas that could interrupt normal day-today activities. This work may be performed seven (7) days a week during or after regular working hours.
  - (3) Urgent Calls. Service Orders will be classified by the COR as urgent when the work is deemed mission essential or when the work consists of failures in services which do not immediately endanger personnel, or threaten to damage property, or disrupt operations and/or training missions, but would soon inconvenience and affect the health or well being of personnel, damage property, or disrupt operations and/or training missions.
  - (4) Emergency Calls. Service Orders will be classified by the COR as emergency when the work consists of correcting failures which constitute an immediate danger to personnel, compromise physical security, or threaten to damage property such as; floods, smoke and/or fire, overflowing drains/toilets/urinals/sinks, broken water pipes, gas leaks, inoperable pumps, accidents, hazardous materials response, HVAC problems affecting ADP or Archive Storage Vaults, and any other work considered an emergency by the COR.
  - (5) Minor Work Calls. Service Orders will be classified by the COR as Minor Work when the work consists of alterations including material not to exceed \$2,000 per job. Minor work includes, but is not limited to work such as installing, renovating or altering equipment or systems, and other minor facility alterations. Minor work is included in the firm fixed price portion of the contract.
- c. Response to Service Orders. The Contractor shall have adequate procedures for responding to emergency Service Orders 24 hours per day, seven (7) days a week, including weekends holidays. All telephone calls shall be answered by an individual familiar with the Contractor's work control procedures, operation of the FACILITY CENTER system, and the terms and conditions of this contract. Service Orders shall be considered received by the Contractor at the time and date the telephone call is received by the Contractor or at the time and date the Service Order is saved to FACILITY CENTER.
- (1) Routine Calls. The Contractor shall respond to routine Service Orders within four (4) hours and shall complete the work within three (3) days unless an extension is approved by the COR. Routine calls shall normally be accomplished during regular working hours, however, performance may be required by the Government outside regular working hours on specified dates.
    - (A) Completion Time Extension Request shall be submitted in writing specifying the circumstances and providing justification to support the extension request. If work cannot be accomplished because of delay receiving material, the following information shall be provided; material type, purchase order number, supplier phone number and point of contact, date ordered, date promised, estimated date of receipt and completion of work.

- (B) In addition to filing a Completion Time Extension Request, the Contractor shall also annotate the associated Service Order in FACILITY CENTER with this information. The Contractor shall change the status of the call from Online to On Hold and complete "Journal Entries" for information such as material ordered dates. As more current information becomes available (e.g. materials are received), the Contractor shall update the status, notes and journal entries in FACILITY CENTER to reflect this information.
- (2) Urgent Calls. During regular working hours, the Contractor shall respond to Urgent Service Orders within one (1) hour. Response time for Urgent Service Orders at other than regular working hours shall be no more than two (2) hours. At a minimum, the Contractor shall work continuously and without interruption and shall arrest the urgent condition before departing the job site. If further labor and material (follow-up work) are required to complete the repair, a second Service Order will be initiated, classified as routine, and the corresponding completion time will be applied.
- (3) Emergency Calls. During regular working hours, the Contractor shall respond immediately to Emergency Service Orders. The maximum time for response shall be no more than 15 minutes. Response time for Emergency Service Orders at other than regular working hours shall be no more than one (1) hour. At a minimum, the Contractor shall work continuously and without interruption and shall arrest the emergency condition before departing the job site (e.g. shut-off water, close gas valve, restore utilities, etc.). If further labor and material (follow-up work) are required to complete the repair, a second Service Order will be initiated, classified as routine, and the corresponding completion time will be applied.
- (4) Minor Work. Minor work will be requested and will be classified for completion as either fifteen (15) or thirty (30) calendar days by the COR. The Government may initiate work requests; however, no work shall be performed unless the work is specifically authorized by the COR verbally or in writing. Each minor work request shall count as one (1) unit unless it is (a) canceled by the COR prior to the Contractor expending direct labor or issuing or ordering materials which cannot be returned or canceled, (b) a call for Contractor rework, or (c) work that is improperly charged.
- (a) If the Contractor does not agree with the categorization of the work as Minor Work, he shall return the work request to the COR within two (2) calendar days of authorization of performance, annotated to indicate non-acceptance of the categorization. The returned work request shall be accompanied by the Contractor's estimate for the work estimated in accordance with paragraph C-1.23. After review of the Contractor estimate, the work request will be negotiated if necessary, to settle disagreements. In the event a price cannot be agreed upon between the parties, the COR may establish a price and direct the Contractor to complete the work. The Contractor may file a claim with the KO for any monies that are in dispute. The Contractor shall not delay commencement of the work while awaiting the processing of the claim. A work request is assumed to be accepted by the Contractor as authorized by the KO, if not returned with non-acceptance indicated within two (2) calendar days of KO authorization or when work is commenced, whichever occurs first.
- (b) Minor work ordered in one month but scheduled for completion in the following month shall be included in the monthly schedule.

- (c) All minor work shall be performed within the fixed price portion of this contract.
- d. Completed Service Orders. Within two (2) calendar days after completion of each Service Order the Contractor's On-Site Supervisor shall sign the original Service Order ticket, return the original Service Order ticket to the COR and update FACILITY CENTER with the following information:
- (1) Append the Service Order notes with a description of the work actually completed, names of the craftsmen performing the work, and name of the supervisor certifying that the work is complete.
  - (2) Attach "assets" to the Service Order as required.
  - (3) Enter labor information using FACILITY CENTER time sheets for labor hours expended.
  - (4) Enter materials information for actual materials used.
  - (5) Add journal entries to note the date and time work was started.
  - (6) Change the status of the Service Order to closed.
  - (7) Enter the appropriate resolution code.
  - (8) Where other repairs are identified as required (not included in the original Service Order), they shall be recorded in FACILITY CENTER and reported in writing to the COR. If the completion of the initial authorized work will be impeded/delayed by not proceeding with the additional work, the Contractor shall proceed and notify the COR of the new Service Order task as a parallel effort.
- e. Recurring work. The Contractor shall perform recurring work within the firm fixed-price portion of this contract. Recurring work (RW) consists of the day-to-day, periodic or scheduled work required to preserve or restore real property or equipment to such condition that it may be utilized for its designated purpose. RW includes, but is not limited to: service calls, findings by Contractor's Quality Control Inspections, repairs to the building structures, services, etc, as required by this statement of work. In addition to RW requirements, the Contractor shall complete any repair work identified during the performance of RW. The Contractor, at no additional cost to the Government, may increase the level or frequency of RW to minimize repair requirements.
- (1) Standards, Recurring Work Checklists and Housekeeping. The Contractor shall perform RW using the requirements specified throughout this Statement of Work, Attachment C10, Preventive Maintenance Guides, and in Attachment C21, Directives. Checklist terms including "check", "ensure", and "verify" shall mean to visually observe or measure, adjust, clean, maintain, repair or replace as required. The Contractor shall perform clean-up following RW.
  - (2) Reporting of Recurring Work, Deficiencies and Repairs. The Contractor shall record all work performed, including observed operating conditions, deficiencies detected and corrected, and quantities and types of material repaired or replaced, on the applicable RW

checklist form. The RW checklist form shall be provided to the COR within two (2) working days following work completion. Deficiencies identified by the Contractor during RW performance shall be recorded on the RW checklist form (Service Order) for the applicable piece of equipment or system component, or noted on an attachment for alternate equipment or components, entered into FACILITY CENTER and separately reported in writing to the COR.

- (3) Workmanship and Materials. All RW shall be of journeyman quality and all specified work items or checkpoints, servicing, repairs and reporting shall be performed completely, correctly and neatly. All workmanship shall conform to the applicable requirements of Attachment C21, Directives, and RW checklists. All RW shall be fully warranted against defects due to material and workmanship for a period of ninety (90) days following completion in addition to any other expressed or implied warranties included within this contract or warranties expressed by the manufacturer or supplier.
- (4) Once the Contractor's Annual and Monthly Recurring Work Schedule is approved (see Section C.1.5 (1) & (2 a.)), the Contractor shall enter the approved Annual RW Schedule in the FACILITY CENTER system. The Contractor shall print RW Service Orders each month after the Contractor's Monthly RW Schedule is approved by the COR. RW work shall then be performed by the Contractor without further authorization by the COR. All RW work shall be completed in accordance with the requirements of the monthly schedule. All RW services shall be performed on the day scheduled in the approved monthly schedule or at the time specified in contract unless prior approval is obtained from the COR. Future upgrades to the FACILITY CENTER system will further automate the performance of RW through the use of hand held computers and/or bar code scanners. The Contractor shall integrate these tools into the RW flow at no additional cost to the Government.
- (5) Completed Recurring Work. Within two (2) working days after completion of each RW the Contractor's Project Manager shall sign the original RW work ticket, return the original RW work ticket to the COR and update FACILITY CENTER with the following information:
- (6) Append the RW work order notes with a description of the work actually completed, names of the craftsmen performing the work, and name of the supervisor certifying that the work is complete.
  - (a) Enter labor information using FACILITY CENTER time sheets for labor hours expended.
  - (b) Enter materials information for actual materials used.
  - (c) Add journal entries to note the date and time work was started.
  - (d) Change the status of the work order to closed.
  - (e) Enter remaining deficiencies and separately report these to the COR in writing.
- (7) Contractors are advised that the bid schedule has combined more frequent RW into RW of less frequent intervals. The more frequent intervals of RW shall be performed in conjunction with less frequent RW. For example, a monthly RW shall be performed along

with an annual RW. The total work would then consist of eleven (11) monthly RW and one (1) annual RW which incorporates the monthly RW.

f. Materials and Equipment. The Contractor shall maintain sufficient off-the-shelf materials and equipment on-hand to support Service Order work requirements. Lack of materials or equipment shall not relieve the Contractor from the requirement to complete Service Order work within the time limits specified above.

g. False Calls. The Contractor may respond to Service Orders and find that no work was necessary. The Contractor shall not receive any additional payment for false calls. The Service Order ticket shall be marked as a false call and return the Service Order ticket to the COR. The Contractor shall update FACILITY CENTER with the following information:

- (1) Enter labor information using FACILITY CENTER time sheets for labor hours expended.
- (2) Add journal entries to note the date and the time the work was started.
- (3) Change the status of the Service Order to closed.
- (4) Enter the resolution code corresponding to false call.

i. Damages caused by weather conditions or vandalism. Work required to repair facilities or equipment damaged by inclement weather conditions or acts of vandalism shall be performed at no additional cost to the Government if such work is within the scope of a Service Order.

#### **C-1.14 PREVENTIVE MAINTENANCE**

a. Preventive Maintenance (PM). The Contractor shall perform Preventive Maintenance (PM) work within the firm fixed-price portion of this contract. PM is the recurring day-to-day periodic or scheduled work required to preserve or restore real property or equipment to such condition that it may be utilized for its designated purpose. PM includes inspection, cleaning, lubrication, adjustment, calibration, part and component replacement (e.g. filters, belts, hoses, fluids, oil, grease, miscellaneous electronic parts and components, etc.) as required to minimize failure, breakdown, and deterioration of equipment and the identification of any repairs required to ensure proper operation and bring equipment to manufacturer's operating standards. The Contractor shall complete any necessary repair work identified during the performance of PM. All repair work is included in the Firm Fixed Price portion of the contract. The Contractor, at no additional cost to the Government, may increase the level or frequency of PM to minimize repair requirements.

b. Standards, PM Checklists and Housekeeping. The Contractor shall perform PM work using the requirements specified on PM checklist guides in Attachment C23 and further referenced directives, instructions and manuals listed in Attachment C21. Checklist terms including "checks", "ensures", and "verify" shall mean to visually observe or measure, adjust, clean, maintain, repair or replace as required. The Contractor shall perform clean-up following PM, and provide housekeeping in mechanical rooms and other equipment areas as part of PM work.

c. Reporting of PMs, Deficiencies and Repairs. The Contractor shall identify all work performed, including observed operating conditions, deficiencies detected and corrected, and quantities and types of material repaired or replaced, on the applicable PM checklist form. The

PM checklist form shall be provided to the COR within two (2) working days following work completion. Deficiencies identified by the Contractor during PM performance shall be reported on the PM checklist form for the applicable piece of equipment or system component, or noted on an attachment for alternate equipment or components.

d. Workmanship and Materials. All PMs shall be of journeyman quality and all specified work items or checkpoints, servicing, repairs and reporting shall be performed completely, correctly and neatly. All workmanship shall conform to the applicable requirements of Attachment C21 and PM checklists. All PM work shall be fully warranted against defects due to material and workmanship for a period of ninety (90) days following completion in addition to any other expressed or implied warranties included within this contract or warranties expressed by the manufacturer or supplier.

e. Once the Contractor's Annual and Monthly PM Schedule is approved (see Section C-1.5), the Contractor shall assist the Government in implementing the approved Annual PM Schedule in the FACILITY CENTER system. The COR will print PM Service Orders each month after the Contractor's Monthly PM Schedule is approved and distribute the PM Service Orders to the Contractor. PM work shall then be performed by the Contractor without further authorization by the COR. All PM work shall be completed in accordance with the requirements of the monthly schedule. All PM services shall be performed on the day scheduled in the approved monthly schedule or at the time specified in contract unless prior approval is obtained from the COR. Future upgrades to the FACILITY CENTER system will further automate the performance of PM through the use of handheld computers and/or bar code scanners. The Contractor shall integrate these tools into the recurring workflow at no additional cost to the Government.

f. Completed PMs. Within two (2) calendar days after completion of each PM the Contractor's On-Site Supervisor shall sign the original PM work ticket, return the original PM work ticket to the COR and update FACILITY CENTER with the following information:

1. Append the PM work order notes with a description of the work actually completed, names of the craftsmen performing the work, and name of the supervisor certifying that the work is complete.
2. Enter labor information using FACILITY CENTER time sheets for labor hours expended.
3. Enter material information for actual materials used.
4. Add journal entries to note the date and time the work was started.
5. Change the status of the work order to be closed.. Enter remaining deficiencies and separately report these to the COR in writing.

g. Contractors are advised that the bid schedule has combined more frequent PM into PM of less frequent intervals. The more frequent intervals of PM shall be performed in conjunction with less frequent PM. For example, a monthly PM shall be performed along with an annual PM. The total work would then consist of eleven (11) monthly PMs and one (1) annual PM which incorporates the monthly PM.

#### C-1.15 PLUMBING

Plumbing work shall include maintenance and repair of the plumbing systems and fixtures throughout the HQC, CDC and HQC/DTRA addition. When repaired, plumbing systems and fixtures shall be free flowing, in good, safe operating condition, free of leaks and drips. Domestic water lines shall be maintained from and include the service cut-off box or fifty (50) feet beyond the outside of the building to and including any tap or plumbing fixture. Waste and sewage lines (including all lines twelve (12) inches in diameter and smaller) shall be maintained from a point fifty (50) feet beyond the outside of the building to and including any drain or plumbing fixture. Natural gas lines shall be maintained from and including the cut-off valve at the pressure regulator to and including the appliance, heater, or water heater connection. All work shall meet the workmanship and material requirements of ANSI A40.8-55, National Plumbing Code, BOCA Basic Plumbing Code, and all applicable Federal, State and Local codes.

a. Clean-up/restoration. The Contractor shall mop-up, vacuum or otherwise remove water resulting from over flowing fixtures, leaks, clogged drains, etc. as part of the repair. Walls, ceilings, and other structures, paved areas such as sidewalks and roads, grassed areas, etc, which are damaged by and/or removed to gain access to leaks, clogs, or other defects shall be restored by the Contractor to original condition.

b. Plumbing Fixtures. All sinks, tubs, taps, toilets, basins, and faucets, lavatories, showers, drain lines, soap dispensers, etc. shall be free of leaks and drips, operate properly, drain freely, and be free of excessive dripping, cracks, and coloration. All fixtures and components thereof that cannot be repaired shall be replaced with fixtures that are in strict compliance with the most current version of ANSI A40.8-55, National Plumbing Code, BOCA Basic Plumbing Code, and all applicable Federal, state and local codes.

c. Water Heaters. Water Heaters H3 and H4 apply to the HQC. Water heater No. 1, located in the mechanical room #113 of the CDC shall be operated, repaired and/or replaced as specified for water heaters H3 and H4. Water heaters 1 and 2 located in the HQC/DRTC addition shall be operated, repaired and/or replaced as specified for water heaters of the same type and usage.

d. Water Heaters. Water Heaters H1 and H2 apply to the HQC. Water heater No. 2 located in the mechanical room #118 of the CDC shall be operated, repaired and/or replaced as specified for water heaters H1 and H2.

e. Drinking Fountains. The Contractor shall maintain, repair and replace all water fountains and their component parts. Fountains shall be free of leaks and shall operate in accordance with the manufacturer's design specifications. All damaged and worn component parts shall be replaced. Replacement fountains or component equal to or better in quality, size, and capacity to that being replaced. Fountains shall be firmly secured to support structures, and free of movement and vibration. Fountains shall provide chilled drinking water at 50 degrees Fahrenheit or per manufacturer's specifications.

f. Freeze Protection. During periods of predicted freezing temperatures, the Contractor shall ensure that all exposed pipe, joints, elbows, valves, faucets, and all other plumbing related materials/equipment are properly protected from damage. The Contractor shall assume full responsibility of any damages caused by Contractor negligence.

g. The Contractor shall perform pipefitting tasks such as repairing, replacing or connecting gas, water, oil, air, or hydraulic piping and components. The Contractor's personnel performing acetylene cutting, welding, or electric welding in central heating plants shall be certified in

accordance with the National Board of Boiler and Pressure Vessel Inspection Code and Section VIII and IX of the ASME Boiler and Pressure Vessel Code.

h. Storm Drainage System. The Contractor shall inspect, maintain, repair or replace all sewage, roof drains, catch basins, open storm drains manholes and culverts as well as all system related components needed to make up the complete system. The Contractor shall include a schedule of catch basin cleaning, rooting and flushing the storm drain system in the Annual Work Schedule and Monthly Work Schedules specified in Section C-1.5. The plan shall include marked-up utility maps depicting work locations. The Contractor shall clean all roof drains, catch basins and open storm drains, including culverts twice each year, once in June and once in December. The Contractor shall clean all manholes four times each year. The catch basins, manholes, culverts, roof drains and open storm drains shall be cleared of all foreign material to allow for the free flow of water. The Contractor shall perform rooting and flushing of 1/4 of the storm drains on an annual basis. The mains shall be rooted and flushed to ensure free flow of water. The Contractor shall remove all foreign materials from storm drain manholes on an annual basis. Access lids for storm drains, i.e. manhole covers and grates, shall be maintained in place. Refer to Attachment C23 for additional maintenance requirements of the drainage Systems.

i. Grease Traps. The Contractor shall inspect, clean and maintain repair or replace the grease traps in the cafeteria, flag mess kitchens, and the CDC kitchen on a monthly basis. The HQC is 50 gallons per minute with exterior access and the CDC is a 10x12 box located in the interior and is 2 gallons.

#### **C-1.16 OPERATION OF CENTRAL COOLING SYSTEMS**

a. The central cooling system for the HQC contains four (4) 500 ton chillers, one (1) ice chiller thermal storage unit and four (4) two-cell, 1500 GPM cooling towers. In addition there are chilled and condenser water pumps, control panels and motor control center serving central cooling plant equipment. The central cooling systems operate 12 months a year to maintain the heating/cooling system balance as designed for the HQC.

b. The central cooling system for the CDC located outside of the mechanical room #118 contains a package Chiller with dual 35 ton screw compressors that can be operated individually or in parallel and a chilled water pump. In addition, there are control panels for this equipment located in the same room. The central cooling system is operated as necessary to maintain environmental conditions within the CDC as efficiently as possible.

c. The cooling and heating system for the HQC DTRA addition contains three (3) 450 ton centrifical chillers, three (3) 1350 GPM single cell cooling towers, two (2) plate and frame water to water heat exchangers. In addition there are chilled and condenser water pumps, control panels and motor control center serving central cooling plant equipment. The central cooling systems operate 12 months a year to maintain the heating/cooling system balance as designed for the HQC DTRA addition.

d. The Contractor shall operate, inspect, maintain, repair, or replace the cooling equipment indicated in Attachment C14. Operation of cooling plants involves: startup and shutdown of chillers, cooling towers and other cooling equipment, operator maintenance and inspection (that maintenance required to operate the systems on a daily basis), and efficient and economical chilled water production to assure its availability. This activity also includes: record keeping of operations and conditions, analysis of records to correct non-optimal practices, water treatment,

monitoring warranties, testing operations and capabilities of cooling plants, periodic operation and inspection of idle equipment, training of operators, furnishing of supplies, and cleaning, preservation, lubrication and adjustment of plant equipment. The Contractor shall operate the equipment according to manufacturer's instructions and the Contractor's schedules, and maintain output values as designed.

e. The Contractor shall provide Stationary Engineer(s) 24 hours per day, seven (7) days per week for plant operations. The Contractor shall have qualified personnel available on-call 24 hours per day seven (7) days per week for emergency work. Refer to Section C-1.1(h) and Attachment C11 for the minimum operator qualifications.

f. Maintenance of the central cooling systems shall include chillers, cooling towers, ice storage unit, make-up water, condensing water, miscellaneous pumps and plant instrumentation as well as associated appurtenances. All equipment maintenance and repair shall be accomplished to meet or exceed the reliability rates expressed as designed and maintain a condition at least equal to that at time of receipt. The quality of work accomplished shall meet manufacturer's specifications, and the Contractor's schedules.

g. The Contractor shall maintain all chillers not in use in a fully operational condition except when deactivated. In the event any chiller cannot be placed on-line within eight (8) hours, notification (including probable cause) shall be submitted to the COR within one (1) hour of occurrence. Operational emergencies, such as ruptured tubes, loss of chillers, loss of power, loss of water, etc., shall be reported within thirty (30) minutes of occurrence to the COR together with identification of the probable cause and the estimated time required before full operation can be restored. The Contractor shall use proper procedures, as recommended by the chiller and cooling tower manufacturers, when deactivating chillers and cooling towers.

h. The Contractor shall maintain a daily operator log. Entries shall be recorded in log form at least once per day during the day shift. The Contractor shall provide log forms to the COR for approval. The Contractor shall also maintain a daily journal to record plant conditions and other comments. These logs and journals shall be kept in a filing system at the Contractor's HQC administrative office. All logs and records are the property of the Government.

i. If an applicable Preventive Maintenance procedure is not included in the attached listings, the contractor shall prepare a preventive maintenance procedure per the manufacturer's specifications and technical manuals and submit it to the COR for approval.

j. The Contractor shall inspect, maintain, repair or replace all Chilled Water (CHW), Condenser Water (CW), and Glycol lines as well as all system related accessories, valves, piping, insulation pipe covering, pipe supports and flow meters. The distribution system contains both mechanical and electrical components. All mechanical distribution systems shall be maintained in accordance with the requirements of Attachment C23.

k. The Contractor shall inspect, maintain, calibrate, repair or replace all types of instruments (electric, electronic and pneumatic) and controls used throughout the plants and related systems. This includes recording instruments, flow controls, safety devices, thermostatic controls, pressure and temperature reducing valves, outside weather controls, immersion type aquastatic controls, pressure and vacuum gauges, limit switches and other instruments, gauges and controls used in cooling plant operations.

l. The Contractor shall perform all maintenance tasks such as aligning pumps, repacking valves and pumps, and repairing heat exchangers.

m. Daily Operational requirements for Maintenance of Chillers

- (1) Check oil reservoir level in sight glass while machine is shut down.
- (2) Check oil temperature for proper setting.
- (3) Check all pumps for leakage, packing glands, couplings, electrical connections, vibration, and proper operation of all controls.
- (4) Check operation of 3 way valve for proper operation and adjustments.
- (5) Clean plant area of debris and trash.
- (6) Check for burned out bulbs. Replace all burned out bulbs on all panels, controllers and indicating devices used to monitor the system.

#### **C-1.17 OPERATION OF CENTRAL HEATING SYSTEMS**

a. The Central Heating System at the HQC contains three (3) 125 Boiler Horsepower gas-fired boilers. In addition there are feed water, condensing, flue gas and air system equipment, miscellaneous pumps and plant instrumentation as well as associated appurtenances. The central heating systems operate 12 months a year to maintain the heating/cooling system balance as designed for the HQC.

b. The central heating system at the CDC in the mechanical room 118 contains one gas- fired boiler. In addition, there are feed water, condensing, flue gas and air system equipment, miscellaneous pumps and plant instrumentation located in the same room. The central heating system is operated as necessary to maintain environmental conditions within the CDC as efficiently as possible.

c. The Central Heating System at the HQC/DTRA addition contains three (2) 125 Boiler Horsepower gas-fired boilers and one (1) 10 Boiler Horsepower vertical tubless steam humidifier. In addition there are feed water, condensing, flue gas and air system equipment, miscellaneous pumps and plant instrumentation as well as associated appurtenances. The central heating systems operate 12 months a year to maintain the heating/cooling system balance as designed for the DLA HQC addition.

d. The contractor shall operate, inspect, maintain, repair or replace the heating system equipment indicated in Section C14, as indicated for the Child Development Center (Listing is as accurate as available early February 1998). Operation of the heating plant involves: startup and shutdown of the boiler and related equipment, operator maintenance and inspection (a minimum of once per shift - 3 times per day, with one inspection being performed and recorded 2 hours prior to the scheduled opening of the center for classes) and efficient/economical usage. This activity also includes: record keeping of operations and conditions, analysis of records to correct non-optimal practices, water treatment, monitoring warranties, testing operations and capabilities of cooling plants, periodic operation and inspection of idle equipment, training of operators, furnishing of

supplies and cleaning, preservation, lubrication and adjustment of plant equipment. The Contractor shall operate the equipment according to the manufacturer's instructions and the Contractor's schedules and maintain output values as designed.

e. The Contractor shall maintain a daily boiler operator log. Entries shall be recorded in log form a minimum of once per shift - 3 times per day, with one inspection being performed and recorded 2 hours prior to the scheduled opening of the center for classes. The contractor shall provide log forms to the COR for approval. The Contractor shall also maintain a journal to record plant conditions and other comments. These logs and journals shall be kept in a filing system at the contractor's HQ administrative office. All logs and records are the property of the Government.

f. If an applicable Preventive Maintenance procedure is not included in the attached listings, the contractor shall prepare a preventive maintenance procedure per the manufacturer's specifications and technical manuals and submit it to the COR for approval.

g. Maintenance of the central heating Systems shall include heating sources, feed water, condensing, flue gas and air system equipment, miscellaneous pumps and plant instrumentation as well as associated appurtenances. All equipment maintenance and repair shall be accomplished to meet or exceed the reliability rates as designed and maintain a condition at least equal to that at time of receipt. The quality of work accomplished shall meet manufacturer's specifications and applicable documents as listed in Section C and the Contractor's schedules.

h. The Contractor shall maintain all boilers not in use in a fully operational condition except when deactivated. In the event any boiler cannot be placed on-line within eight (8) hours, notification (including probable cause) shall be submitted to the COR within one (1) hour of occurrence. Operational emergencies, such as ruptured tubes, loss of boilers, loss of power, etc., which reduce boiler pressure by twenty (20) percent or more for a period exceeding thirty (30) minutes shall be reported within thirty (30) minutes of occurrence to the COR together with identification of the probable cause and the estimated time required before full pressure can be restored. The Contractor shall use proper lay-up procedures, as recommended by the boiler manufacturer, when deactivating boilers and water heaters.

i. The Contractor shall measure and record flue gas temperature on a daily basis. Additionally, the Contractor shall measure the excess oxygen present in the flue gas on a monthly basis. The Contractor shall adjust the air/fuel ratio to maintain as low an excess oxygen level as practicable while avoiding incomplete combustion and production of smoke and carbon monoxide. Automatic combustion trim controls shall be checked monthly and adjusted or repaired if found to be defective.

j. The Contractor shall inspect, maintain, repair or replace all High Temperature Hot water (HTHW) lines as well as all system related accessories (e.g. valves and cathodic protection devices), main valves, piping, insulation pipe covering, pipe supports and flow meters. The distribution system contains both mechanical and electrical components. All distribution systems shall be maintained in accordance with the requirements of Attachment C23.

k. The Contractor shall inspect, maintain, repair or replace, as necessary, all gas and fuel lines and systems. System components include all pipelines, storage facilities, distribution systems, pressure regulators and other components needed to make up the complete system.

l. The Contractor shall inspect, maintain, calibrate, repair or replace all types of instruments (electric, electronic and pneumatic) and controls used throughout the plants and related systems. This included the combustion controls, recording instruments, flow controls, safety devices, thermostatic controls, pressure and temperature reducing valves, outside weather controls, immersion type aquastatic controls, pressure and vacuum gauges, limit switches and other instruments, gauges and controls used in boiler plant operations.

m. The Contractor shall perform all maintenance tasks such as aligning pumps, repacking valves and pumps, repairing and rebuilding combustion chambers, repairing heat exchangers, repairing gas burning assemblies and have a thorough knowledge of using up-to-date combustion programming controls. The Contractor shall flush hot water tanks.

n. Daily operational requirements for Maintenance of Heating Boilers

(1) Check hot water boilers for temperatures, pressures, leakage and overall operation. Record operational conditions and problems in operator log.

(2) Check hot water and gas piping for leakage, excessive vibration, water hammer and proper operation.

(3) Check all hot water pumps for leakage, packing glands, couplings, electrical connections, vibration, and proper operation of all controls.

(4) Check operation of air separators and expansion tank for proper water level and leakage.

(5) Check operation of 3 way valve for proper operation and adjustments.

(6) Clean plant area of debris and trash.

(7) Check for burned out bulbs. Replace all burned out bulbs on all panels, controllers and indicating devices used to monitor the system.

(8) Ensure that the boiler water level is maintained at the manufacturers specified level for safe operation.

(9) Maintain boilers in the maximum efficiency range (80%) by observing and controlling condition of fire to carry the lowest possible net stack temperature without smoke pollution to the atmosphere. Smoke emission shall not exceed Ringlemann No.1.

(10) Combustion tests shall be performed to ensure that the boilers are adjusted to maintain a minimum combustion efficiency of 80%. Each boiler shall be tested for CO<sub>2</sub>, O<sub>2</sub>, flue gas temperature and room temperature on a weekly basis. Based on these recorded values, combustion efficiency shall be calculated to ensure a minimum combustion efficiency of 80%.

(11) Maintain an operators' daily log consisting of dates, times, operations and maintenance comments, working pressures and temperatures, operating conditions, pump status, deficiencies or malfunctions and corrective action taken.

(12) Check to ensure flame failure controls and low/high water cutouts are in good working condition. Check all boiler plant shutdown safety devices.

(13) Inspect all parts of burners for signs of overheating.

(14) Maintain the temperature on the hot water supply line at a minimum of 180 degree F.

#### **C-1.18 OPERATION AND MAINTENANCE OF HVAC SYSTEMS**

a. The Contractor shall provide operation, maintenance, repair, and alteration services on a variety of HVAC units and their components at the HQC. This work includes the maintenance, repair, and installation of all components, devices, equipment and associated systems, including but not limited to compressors, blowers, motors, drive assemblies, fans, service valves, dampers, condensers, cooling coils, piping, pumps, purge units, control systems and wiring, duct work, burner assemblies, combustion chambers, thermostats and temperature controls, registers, condensate and drip pans and drains, grills, evaporators, air filters, dual duct VAV units (approximately 1,100), Fan Powered VAV units (approximately 150), Terminal Reheat VAV units (approximately 600), heat/air conditioning units, government owned refrigerators (quantity approximately 125), HQC and DLA Commander's kitchen appliances/equipment and all other items of equipment essential to the proper operation of HVAC equipment and systems in accordance with manufacturer's documentation. A list of Heating, Ventilation, and Air Conditioning equipment is provided in Attachment C14. The same requirement shall apply for HQC/DTRA addition to include Air Handling units, exhaust fans, cabinet and unit heaters, re-circulating fans, and all other items of equipment essential to the proper operation of HVAC equipment and systems in accordance with manufacturer's documentation.

b. The Contractor shall provide operation, maintenance, repair and alteration services on a variety of HVAC units and their components in the CDC. This work includes the maintenance, repair and installation of all components, devices, equipment and associated systems, including but not limited to compressors, blowers, motors, drive assemblies, fans, service valves, dampers, condensers, cooling coils, piping, pumps, purge units, control systems and wiring, duct work, thermostats and temperature controls, registers, condensate and drip pans and drains, grills, evaporators, air filters, Air Handling units (19 installed), exhaust fans (8 installed), 3 cabinet and unit heaters, 14 deodorizing and re-circulating fans, 5 water pumps, and all other items of equipment essential to the proper operation of HVAC equipment and systems in accordance with manufacturer's documentation. A list of Heating, Ventilation and Air Conditioning equipment is provided in Attachment C14.

c. Operation Standards. The Contractor shall perform all operations and maintenance on the HVAC Systems and equipment in order to meet the performance standards shown below. All temperatures are in Fahrenheit.

- (1) Office Space and building common areas shall be maintained at 70 to 72 degrees Fahrenheit during heating season and 72 to 74 degrees Fahrenheit during cooling season.
- (2) Computer Rooms supplied by Computer Room A/C Units shall be maintained at 70 degrees Fahrenheit with a relative humidity of 40% year- round.

- (3) Archive Storage Rooms (room 0727) shall maintain an extended-term storage environment. The average relative humidity of an extended-term storage environment shall be between 20% and 30% relative humidity. Cycling of relative humidity shall be no greater than +/-5% over a 24 hour period. Temperatures shall be maintained at 68 degrees Fahrenheit and shall never exceed 70 degrees Fahrenheit.

d. Paint Mechanical Rooms. The Contractor shall be responsible to paint all the mechanical rooms in the HQC, CDC and HQC/DTRA addition to be completed before the end of the second option year. There are approximately 32 mechanical rooms of various sizes which total approximately 15,000 square feet. The paint shall include all piping to mechanical equipment, pads and floors and shall conform to 29 CFR 1910.144 (Safety Color Code for Marking Physical Hazards). All piping shall be labeled according to ANSI A13-1. The color schemes to be field verified. The pipe finish shall be oil base type or of equal quality. The house keeping pads and floor finish shall be non skid epoxy type or match existing finish.

#### **C-1.19 ANNUAL OVERHAUL AND INSPECTION OF BOILERS**

a. The Contractor shall perform annual overhaul and inspection of HTHW Boilers and Domestic Hot Water Boilers as specified in Attachment C10. Annual overhaul and inspection shall be performed between 1 June and 1 September. Annual inspections and overhaul shall be completed within 10 days from start.

b. The Contractor shall list deficiencies noted during annual over haul which are beyond the scope of work on annual overhaul. The list shall provide a detailed description of the deficiencies. The COR may issue a Service Order or delivery order, have the work performed by others, or defer the work for correction of deficiencies. If the Contractor believes it would be economical to perform the repairs and correct deficiencies which are beyond the scope of the annual overhaul, during the annual overhaul, the Contractor shall notify the COR immediately to receive authorization to proceed.

c. Boiler Certification Inspections. Boilers listed in Attachment C14 require certification for operation by a certified inspector from the Government. Inspections are required every year. During the annual overhaul and inspection (preventive maintenance guide HVC/BLR/A in Attachment C 10) the Contractor shall prepare the boilers for inspection and testing for certification in accordance with the National Board of Boiler and Pressure Vessel Inspection Code and the ASME Boiler and Pressure Vessel Code. The Contractor shall schedule the annual boiler overhaul and inspection with the COR at least thirty (30) days in advance. The Contractor shall provide operator assistance and hydrostatic pressure test assistance for the Government inspector.

d. During the annual overhaul and inspection, all safety, safety relief and pressure relief valves shall be checked for proper operation. Valves shall be repaired by a certified shop with a valid Valve Repair (VR) symbol stamp authorized by a National Board of Boiler and Pressure Vessel Inspector. The COR shall be notified if any repairs are needed to safety, safety relief or pressure relief valves. Operational external inspections shall be required on an annual basis in addition to internal inspections.

#### **C-1.20 FIRE PROTECTION SYSTEM**

a. The HQC is protected by an interior wet-pipe fire protection sprinkler system designed and installed in accordance with NFPA 13 (Standard for Installation of Sprinkler Systems), NFPA 14 (Standard for Installation of Standpipe and Hose Systems) and The BOCA Basic Building Code. The Fire Protection System contains check valves, indicator valves, control valves, tamper switches, flow switches, fire pump (1,000 gpm at 110 psi), jockey pump (30 gpm at 117 psi), backflow preventer (eight inch double detector check valve/backflow preventor), interior stand pipes/fire department valves (FDV), exterior standpipes (Siamese), dampers and sprinkler heads. The topology of the Fire Protection System is three zones per floor, for floors one through four, and two zones per floor for the lower level per building pod (nine pods). There is one (1) control valve and one (1) flow switch per zone and (1) control valve and one (1) flow switch per riser. There are twenty-two (22) risers with each building pod having from one (1) to four (4) risers. In addition, the Contractor shall provide testing and maintenance per applicable NFPA requirements for the two (2) Fire Alarm Notification Panels associated with the HQC Kitchen equipment.

b. The HQC/DTRA addition is protected by a combination wet system, dry system and preaction dry system. The systems are designed and installed in accordance with NFPA 13 (Standard for Installation of Sprinkler Systems), NFPA 14 (Standard for Installation of Standpipe and Hose Systems) and The BOCA Basic Building Code. The Fire Protection System contains pre action valves, dry deluge valves, check valves, indicator valves, control valves, tamper switches, flow switches, air compressor, fire pump (1,000 gpm at 90 psi), jockey pump (30 gpm at 117 psi), backflow preventer (eight inch double detector check valve/backflow preventer), interior stand pipes/fire department valves (FDV), exterior standpipes (Siamese), dampers and sprinkler heads. The topology of the Fire Protection System is one (1) zone per floor except where there is a preaction dry and dry deluge system. There are two (2) control valve, two (2) flow switch two(2) tamper switches and two (2) check valves per zone and (1) control valve, one (1) flow switch and one (1) tamper switch per riser. There are three (3) risers. The preaction dry system consists of seven (7) zones each with Total Pack preaction valve fire protection system. The dry system is one (1) zone consisting of a deluge dry valve with one (1) tamper switch, one (1), one (1) flow switch, a high low pressure switch and an air compressor.

c. The CDC is protected by an interior wet-pipe fire protection sprinkler system designed and installed in accordance with NFPA 13 (Standard for Installation of Sprinkler Systems), NFPA 14 (Standard for Installation of Standpipe and Hose Systems) and The BOCA Basic Building Code. The Fire Protection System contains check valves, indicator valves, control valves, tamper switches, flow switches, fire pump, backflow preventer (eight inch double detector check valve/backflow preventer), interior stand pipes/fire department valves (FDV), exterior standpipes (Siamese), dampers and sprinkler heads. The topology of the Fire Protection System is a single floor single zones, one (1) control valve and one (1) flow switch and 3 tamper switches.

d. The HQC Parking Garage is protected a dry pipe deluge fire protection sprinkler system designed and installed in accordance with NFPA 13 (Standard for Installation of Sprinkler Systems), NFPA 14 (Standard for Installation of Standpipe and Hose Systems) and The BOCA Basic Building Code. The Fire Protection System contains check valves, indicator valves, control valves, tamper switches, flow switches, air compressor, backflow preventer (eight inch double detector check valve/backflow preventer), interior stand pipes/fire department valves (FDV), exterior standpipes (Siamese), dampers and sprinkler heads. The topology is a five (5) zone dry system consisting of five (5) deluge dry valve with seven (7) tamper switch, five (5) high low pressure switches and five (5) flow switches, 5 stand pipes and one (1) air compressor.

e. Maintenance of the Fire Protection System shall be in accordance with NFPA 25 (Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems) to provide the same level of performance and protection as designed. The quality of work accomplished shall meet all applicable NFPA standards, manufacturer's specifications and applicable documents as listed in Part III, Section J, and the Contractor's schedules.

f. The Contractor shall provide a Pipe fitter licensed by NFPA when performing pipefitting tasks such as repairing, replacing or connecting sprinkler system piping and components. Refer to Section C-1.1(h) and Attachment C11 for the minimum qualifications.

g. Prior to any activation, securing or testing of the Fire Protection System, the COR shall give approval and the activity coordination with the mechanical and electrical Contractors and the Fire Department.

h. The provisions cited in paragraph a. through d. above apply to the Child Development Center building with the exception that the system is supplied from the Fort Belvoir domestic water system without a fire pump booster on site and the system is a single loop.

#### **C-1.21 WATER TREATMENT**

a. The Contractor shall implement and maintain a Water Treatment Program for the entire HQC, HQC/DTRA addition complex mechanical systems to include but not limited to all Chilled Water loop, Glycol Loop, Condenser water and Hot Water Loop. The Contractor shall supply and maintain all chemicals, test kits, equipment and labor required to keep all systems free of scale, corrosion, algae, slime and microbiological growth.

b. The Water Treatment Contractor shall be a recognized specialist active in the field of industrial water treatment for at least ten (10) years, and shall have water analysis laboratories, development facilities and service department and full time service personnel located within 40 miles of this project.

c. The Water Treatment Contractor shall provide service including the following, all performed by qualified full-time personnel:

- (1) Initial Water Analysis.
- (2) Instruction of operating personnel.
- (3) Monthly field service and consultation.
- (4) Chemicals as required for the treatment of scale, corrosion, algae, slime and microbiological growth.
- (5) Written reports of the initial water analysis and chemicals recommended for use, their concentration and PH to be maintained.
- (6) Written service reports including chemical analysis and recommendations submitted to the COR on a monthly basis. The semi-annual test and confirmation of proper treatment for legionella is required.

- d. Chemicals used shall meet all Federal, state, and local regulations.
- e. The Contractor shall maintain daily water treatment logs. The Contractor shall provide log forms to the COR for approval. These logs and journals shall be kept in a filing system in the mechanical room at all times and be readily available for inspection. All logs and records shall become the property of the Government at contract completion/termination.
- f. The Contractor shall post and maintain Material Safety Data Sheets (MSDS) on all chemicals used and maintained at the HQC.
- g. All provisions cited in paragraphs a. through f. above apply to the Child Development Center with the exception that the program for the CDC applies to the glycol loop and the hot water loop.

#### **C-1.22 UTILITY METER READINGS**

The Contractor shall read and record the HQC water and natural gas meters once per month. The readings shall be on the 30th of each month or the next business day if the 30th falls on a weekend or holiday. The Contractor shall submit the readings to the COR within two (2) days after reading. Any deficiencies in the meters shall be reported with the readings. The Contractor shall provide the form the meter readings will be recorded on prior to contract start for approval by the KO.

#### **C-1.23 INDEFINITE DELIVERY/INDEFINITE QUANTITY WORK (ID/IQ)**

Indefinite Delivery/Indefinite Quantity (ID/IQ) is defined in Section C-1, above. Any work undertaken by the Contractor prior to negotiation of a separately priced written task order will be presumed to be included in the firm fixed price portion of the contract. Extraordinary repairs of an emergency nature may be authorized by the COR without a written task order; however, KO approval must be obtained within forty-eight (48) hours after notification by the COR.

- a. General Procedures for ID/IQ work. The KO will provide the Contractor with a detailed scope of work and request a detailed cost proposal. A site visit shall be conducted at the discretion of the Contractor with the KO or COR. The Contractor may provide written recommendations for revisions, alternative methods or deviations from the Government's scope of work, as specified. The Contractor's recommended changes shall be in the form of narrative descriptions, drawings, or sketches and shall include references to technical specification requirements. All recommended changes shall be submitted to the COR within two (2) working days after the site visit. The COR will review and evaluate the submission and may approve or disapprove the Contractor's recommended changes, in whole or in part, for use in prosecution of the work. Upon acceptance of any recommended changes proposed by the Contractor, the Contractor shall be responsible for its accuracy, sufficiency and completeness. Cost estimates shall be completed and returned to the COR within ten (10) working days after receipt of the request for proposal. The estimate shall include a breakdown of the price and be supported by reasonable detail and documents as the COR may request. The proposal shall include a breakdown of (i) the estimated number of craft labor hours required by contract line item number; (ii) the quantities and identification of materials required (including special materials if required); (iii) the identification and usage hours of any special equipment that may be required; (iv) the related prices for each required item; (v) all required price supporting documentation; (vi) the amount of time required to complete the work if different from that specified by the Government scope with supporting documentation. Submittals may be required with the cost estimate if required by the scope of work.

b. Labor Requirements. Proposals shall include labor estimates including the labor category, quantity, Contractor's labor rate (from Bid Schedule), extended labor category cost (labor rate multiplied by quantity), and total labor cost. No labor hours shall be included for to allow for mark-ups, travel time, material handling, overhead, profit, supervision, delay allowance, clerical support or other similar elements, since these items were included in the labor category unit prices and fixed burden rates bid in Bid Schedule.

c. Material Requirements. Proposals shall include detailed bills of materials establishing the name/description, size, quantity, units, bare material price, Contractor's Burden (Fixed Burden Rate from Bid Schedule, multiplied by bare material price), unit price (bare material price plus Contractor's Burden), extended item price (unit price multiplied by quantity), and total material cost. If the cost of any item exceeds \$500, the Contractor shall submit at least three (3) vendor quotes with the estimate. The Government will only pay the lowest price for materials as determined by vendor's quotes or, should the Government locate a supplier having a lower price considering the factors of delivery time, availability and quality, the Government will pay that price rather than the lowest price submitted by the Contractor. The Contractor will be given the name of this supplier, but has the option of using any supplier he wishes. However, the Contractor will be paid only the lowest approved price.

- (1) Material prices shall be reduced by all discounts and rebates for core value or salvage value that accrue to the Contractor. For this contract, pre-expended bin supplies and materials incidental to the work materials as defined in Section B.3 shall not be included in the material estimate.
- (2) The Contractor shall provide vendor invoices for materials upon submission of TO invoice. In the event that vendor invoices have not been received at the time of TO invoice submission, purchase orders will be acceptable up to TO limitations. Exceptions to the requirement for invoice receipt submission is when the work is subcontracted, unless special materials are procured by the prime contractor for use by the subcontractor. Only vendor invoices or purchase orders applicable to the TO invoice shall be submitted. To alleviate the administrative burden of both the Government and the Contractor, the negotiated TO amount shall not be modified unless there is a variance of \$100 or more to the TO cost, inclusive of all modifications.

d. Special Equipment. As part of the craft hour unit price the Contractor shall provide all tools and equipment which tradesmen can normally be expected to provide in the prosecution of their trade. In the event a TO requires equipment which the Contractor cannot be expected to keep as inventory and it is not GFE, such equipment shall be referred to as special equipment. The cost to the Government for special equipment will be calculated as follows:

- (1) Rental equipment shall be based on the lowest price available considering availability and time constraints of the job plus the Contractor Fixed Burden Rate from the Special Equipment Contract Line Item in the Bid Schedule to determine the total burdened equipment cost.
- (2) When GFE is not available and the equipment to be used is owned by the Contractor, the price proposed shall be based on the Equipment Ownership 6th Edition Association of General Contractors of America. In the event that vendor

invoices have not been received at the time of TO invoice submission, purchase orders will be acceptable up to TO limitations.

e. Special Sub-Contracting. When the COR determines that subcontracting is necessary to supplement Indefinite Delivery/Indefinite Quantity work of a technical or specialized nature which is beyond the type of work force expected to be maintained by the Contractor, special subcontracting will be used.

- (1) The Government will provide a conceptual scope of work which will be suitable for receiving proposals. It is the intent of the Government for the Contractor to provide full acquisition and administration of the subcontracts; however, questions which arise during the site tour and/or during the negotiation phase, which cannot be answered by the Contractor, shall be referred to the COR for resolution. The Contractor shall have a maximum of fifteen (15) calendar days from receipt of the scope of work to advertise and provide the COR with an abstract of bids and recommendations for award. If the recommendation is acceptable the KO will issue a TO and direct the Contractor to proceed with the subcontract award. Work shall be completed within the maximum allowable time. If, after reviewing the Contractor's subcontract proposal, the COR determines that the proposal is not in the best interest of the Government, he may require the Contractor to seek additional competition or cancel the project. In the event of cancellation, the Government reserves the right to have the work performed by other means. The Contractor shall ensure that the subcontractor performs all requirements in accordance with specifications of the subcontract. The Contractor shall maintain records on all subcontracts and show how the proposed subcontractor was selected, including competition obtained. The Government will pay the Contractor for all completed and accepted subcontracted projects in the amount of the subcontract plus mark-ups for the Contractor Fixed Burden Rate from the subcontracting line item in the Bid Schedule. Subcontracts shall be initiated, awarded and administered in accordance with the FAR 52.244 "SUBCONTRACTS (FIXED PRICE CONTRACTS)" clause. Contractor is responsible for escorting all subcontractor's that require access into secured spaces.

f. Establishing final price for specific work. The KO may approve the Contractor's proposal and issue a TO that will contain the Government's scope of work and material listing in that amount without discussions or negotiations. If the COR determines the Contractor's proposal is in error or otherwise does not concur with the estimate, negotiations will be conducted between the authorized representatives of the Contractor and the KO. Upon successful completion of negotiations, the Government will issue a TO which contains the finalized scope of work and material listing to the Contractor in the negotiated amount. Each TO shall contain an agreed upon completion date if different than the maximum allowable time specified in the TO clause.

g. Changes to the scope of work in task order. If during the course of work the Contractor encounters unforeseen conditions which impact the work and which could not have been evaluated during the initial estimating procedures, the Contractor shall not proceed without COR authorization. The COR will direct the Contractor to (1) estimate the change of scope for the unforeseen condition only, or (2) prepare a new estimate for the total job as revised. The KO will, after review and approval of the estimate, (1) issue a modification to the TO for the change in scope, or (2) cancel the original TO and issue a new TO for the total job as revised.

h. Task Order Schedule. Unless otherwise specified during negotiation all TOs shall be scheduled and completed within the negotiated completion time. If work cannot be accomplished because of delay of receiving material, an extension may be requested in writing if justified and the following information is provided: Material type, purchase order number, supplier phone number and point of contact, date ordered, date promised, estimated date of receipt and estimated completion of TO work. Upon validation of this information the TO may be modified by the KO to allow a reasonable amount of time for completion.

i. Reports. The Contractor will be required to submit a daily "Report to Inspector". Data to be reported shall include; workers by classification, move-on and move-off of construction equipment, materials and equipment delivered to the site, brief description of the work performed, testing performance, material used, approval of preparation work requested or final inspection requested, warranty information shall be submitted prior to acceptance of work by the Government and signature of Contractor and date.

#### **C.1.24 KITCHEN APPLIANCES, KITCHEN EQUIPMENT, LAUNDRY EQUIPMENT, EXHAUST, VENTILATION EQUIPMENT AND HOODS**

**The Contractor shall perform service, maintenance, repair, calibration/adjustment and alteration services on the kitchen appliances, kitchen equipment, laundry equipment, exhaust, ventilation equipment, hoods, related fire suppression equipment and panels, and dishwashing equipment.**

(End of Statement of Work)

#### **SECTION A - SOLICITATION/CONTRACT FORM**

**The required response date/time has changed from 31-Dec-2008 03:00 PM to 16-Jan-2009 03:00 PM.**

#### **SECTION B - SUPPLIES OR SERVICES AND PRICES**

##### **CLIN 0001**

The CLIN extended description has changed from The contractor shall provide all labor, supervision, tools, materials, equipment, incidental engineers, transportation, and management necessary to perform mechanical systems work at the Andrew T. McNamara (ATM) Headquarters Complex (HQC) (Building 2462) in accordance with the Statement of Work (SOW) located under Section C of the above-mentioned solicitation. Base Year : 1 January 2009 - 30 September 2009 to The contractor shall provide all labor, supervision, tools, materials, equipment, incidental engineers, transportation, and management necessary to perform mechanical systems work at the Andrew T. McNamara (ATM) Headquarters Complex (HQC) (Building 2462) in accordance with the Statement of Work (SOW) located under Section C of the above-mentioned solicitation. Base Year : 1 May 2009 - 30 September 2009.

The pricing detail quantity has decreased by 2.00 from 7.00 to 5.00.

##### **CLIN 0002**

The pricing detail quantity has decreased by 2.00 from 7.00 to 5.00.

## CLIN 0003

The pricing detail quantity has decreased by 2.00 from 7.00 to 5.00.

## CLIN 0005

The CLIN extended description has changed from INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. List labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on IDIQ. to INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work includes alterations costing more than \$2,000.00 and will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. In responding to this solicitation offerors should list labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on ID/IQ work..

## CLIN 1005

The CLIN extended description has changed from INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. List labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on IDIQ. to INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work includes alterations costing more than \$2,000.00 and will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. In responding to this solicitation offerors should list labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on ID/IQ work..

## CLIN 2006

The CLIN extended description has changed from INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. List labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on IDIQ. to INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work includes alterations costing more than \$2,000.00 and will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. In responding to this solicitation offerors should list labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on ID/IQ work..

## CLIN 3005

The CLIN extended description has changed from INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. List labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on IDIQ. to INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work includes alterations costing more than \$2,000.00 and will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. In responding to this solicitation offerors should list labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on ID/IQ work..

CLIN 4005

The CLIN extended description has changed from INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. List labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on IDIQ. to INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) work includes alterations costing more than \$2,000.00 and will be performed via the issuance of a task order(s) (SF 1449) by the Contracting Office. In responding to this solicitation offerors should list labor categories and hourly rates. The contractor shall accept task orders for services and incidental materials. See Paragraph(s) C-1 and C-1.23 within the SOW for additional information on ID/IQ work..

CLIN 0006 is added as follows:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0006    | INDEFINITE QUANTITY WORK<br>FFP<br>INDEFINITE QUANTITY WORK - MATERIALS & EQUIPMENT (Material<br>Fixed Burden Rate (FBR))<br>FOB: Destination |          |      |            |        |

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NET AMT

CLIN 1006 is added as follows:

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 1006<br>OPTION | INDEFINITE QUANTITY WORK<br>FFP<br>INDEFINITE QUANTITY WORK - MATERIALS & EQUIPMENT (Material<br>Fixed Burden Rate (FBR))<br>FOB: Destination |          |      |            |        |

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NET AMT

CLIN 2007 is added as follows:

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 2007<br>OPTION | INDEFINITE QUANTITY WORK<br>FFP<br>INDEFINITE QUANTITY WORK - MATERIALS & EQUIPMENT (Material<br>Fixed Burden Rate (FBR))<br>FOB: Destination |          |      |            |        |

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NET AMT

CLIN 3006 is added as follows:

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 3006<br>OPTION | INDEFINITE QUANTITY WORK<br>FFP<br>INDEFINITE QUANTITY WORK - MATERIALS & EQUIPMENT (Material<br>Fixed Burden Rate (FBR))<br>FOB: Destination |          |      |            |        |

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NET AMT

CLIN 4006 is added as follows:

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 4006<br>OPTION | INDEFINITE QUANTITY WORK<br>FFP<br>INDEFINITE QUANTITY WORK - MATERIALS & EQUIPMENT (Material<br>Fixed Burden Rate (FBR))<br>FOB: Destination |          |      |            |        |

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NET AMT

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0006:  
 INSPECT AT                      INSPECT BY      ACCEPT AT  
 N/A                                      N/A                      N/A

ACCEPT BY  
 Government

The following Acceptance/Inspection Schedule was added for CLIN 1006:  
 INSPECT AT                      INSPECT BY      ACCEPT AT  
 N/A                                      N/A                      N/A

ACCEPT BY  
 Government

The following Acceptance/Inspection Schedule was added for CLIN 2007:  
 INSPECT AT                      INSPECT BY      ACCEPT AT  
 N/A                                      N/A                      N/A

ACCEPT BY  
 Government

The following Acceptance/Inspection Schedule was added for CLIN 3006:  
 INSPECT AT                      INSPECT BY      ACCEPT AT  
 N/A                                      N/A                      N/A

ACCEPT BY  
 Government

The following Acceptance/Inspection Schedule was added for CLIN 4006:  
 INSPECT AT                      INSPECT BY      ACCEPT AT  
 N/A                                      N/A                      N/A

ACCEPT BY  
 Government

#### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-MAR-2009 TO<br>30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

To:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-MAY-2009 TO<br>30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

The following Delivery Schedule item for CLIN 0002 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|---------------|----------|-----------------|-----|
|---------------|----------|-----------------|-----|

POP 01-MAR-2009 TO 30-SEP-2009 N/A DLA HEADQUARTERS/DSS-OI  
JAMES TURZAK  
8725 JOHN J. KINGMAN ROAD  
FORT BELVOIR VA 22060-6220  
703-767-2719  
FOB: Destination

To:

| DELIVERY DATE                  | QUANTITY | SHIP TO ADDRESS  | UIC |
|--------------------------------|----------|--|-----|
| POP 01-MAY-2009 TO 30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

The following Delivery Schedule item for CLIN 0003 has been changed from:

| DELIVERY DATE                  | QUANTITY | SHIP TO ADDRESS  | UIC |
|--------------------------------|----------|--|-----|
| POP 01-MAR-2009 TO 30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

To:

| DELIVERY DATE                  | QUANTITY | SHIP TO ADDRESS  | UIC |
|--------------------------------|----------|--|-----|
| POP 01-MAY-2009 TO 30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

The following Delivery Schedule item for CLIN 0004 has been changed from:

| DELIVERY DATE                  | QUANTITY | SHIP TO ADDRESS  | UIC |
|--------------------------------|----------|--|-----|
| POP 01-MAR-2009 TO 30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

To:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-MAY-2009 TO<br>30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

The following Delivery Schedule item for CLIN 0005 has been changed from:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-MAR-2009 TO<br>30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

To:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-MAY-2009 TO<br>30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

The following Delivery Schedule item has been added to CLIN 0006:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-MAY-2009 TO<br>30-SEP-2009 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

The following Delivery Schedule item has been added to CLIN 1006:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|---------------|----------|-----------------|-----|
|---------------|----------|-----------------|-----|

|                                   |     |  |
|-----------------------------------|-----|--|
| POP 01-OCT-2009 TO<br>30-SEP-2010 | N/A | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |
|-----------------------------------|-----|--|

The following Delivery Schedule item has been added to CLIN 2007:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-OCT-2010 TO<br>30-SEP-2011 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

The following Delivery Schedule item has been added to CLIN 3006:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-OCT-2011 TO<br>30-SEP-2012 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

The following Delivery Schedule item has been added to CLIN 4006:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | UIC |
|-----------------------------------|----------|--|-----|
| POP 01-OCT-2012 TO<br>30-SEP-2013 | N/A      | DLA HEADQUARTERS/DSS-OI<br>JAMES TURZAK<br>8725 JOHN J. KINGMAN ROAD<br>FORT BELVOIR VA 22060-6220<br>703-767-2719<br>FOB: Destination |     |

#### Section H - Special Contract Requirements

##### SPECIAL CONTRACT REQUIREMENTS

##### **H-1 KEY PERSONNEL**

(A) The offeror agrees to assign to this contract those key personnel listed in paragraph (D) below. No substitutions shall be made except in accordance with this clause.

(B) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness,

death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below.

(C) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute of addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(D) List of Key Personnel

| <u>Name</u> | <u>Contract Labor Category</u> |
|-------------|--------------------------------|
|-------------|--------------------------------|

(E) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(F) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(G) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(H) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

## H-2 TASK ORDERS

### A. Introduction

1. Written Task Orders will be issued to the Contractor by the cognizant Contracting Officer for all Indefinite Delivery/Indefinite Quantity (IDIQ) work to be performed under this contract.

2. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Task Orders.

#### B. Ordering Procedures

The following instruction applies to ID/IQ work. See Section C for that which applies to minor work orders.

1. Task Orders for ID/IQ work shall be placed in accordance with the following procedures:

The Contracting Officer shall furnish the Contractor with a written Request for Proposal. The Request shall include:

- a. a description of the specified work required;
- b. the desired delivery schedule;
- c. the place and manner of inspection and acceptance; and
- d. any other pertinent information deemed necessary.

2. The Contractor shall, within the time specified, provide the Contracting Officer with a Proposal to Perform the Task Order. The Proposal shall include:

- a. the required number of labor hours, by labor classification and schedule billing rated for each product or task;
- b. overtime hours, by labor category, if required;
- c. proposed completion or delivery dates;
- d. direct material, travel subsistence, and similar costs, if required; and
- e. total estimated price.

3. The Contracting Officer shall issue a fully funded, unilaterally executed Task Order representing a firm order for the total requirement.

The Contractor shall advise the Contracting Officer if any apparent difficulties of performance according to the terms of the order are anticipated or at any time that difficulties in performance arise. Each Task Order shall be treated, for purposes of payment and expenditure ceilings, as independent documents. Therefore, with regard to each Order issued hereunder the Task Order ceiling established therein shall not be exceeded. Accordingly, the Contractor will not be obligated to continue performance beyond the point at which the Task Order funds are consumed, nor will the Government be obligated to reimburse the Contractor for any costs allocated to a Task Order beyond those provided in the Task Order. Should a task not be completed due to an exhaustion of available funds, the Government may elect to modify the Order to provide the additional funding or direct delivery of all work in progress hereunder; such delivery shall be effected at no additional cost to the Government.

4. Maintenance of Records

a. The Contractor shall maintain the following cost records under this contract as a minimum:

- (1) records for each Task Order indicating the number of hours of direct labor performed identifiable to the individual employee performing the work;
- (2) records for each individual employee identifying direct labor performed and segregated as the Task Order for which performed; and
- (3) records of all direct non-labor costs, allocated to individual Task Order.

b. Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

### H-3 POST AWARD CONFERENCE

A. A Post-Award Conference shall be conducted within 30 days after contract award with representatives of the Contractor, the cognizant Contract Administration Officer and the Contracting Officer at the Defense Logistics Agency Support Services. The Contracting Officer, or designated representative, initiating the conference will designate, or act as, the chairperson. At the request of the

Contracting Officer, conference arrangements will be made by the COR, including notification to the Contractor and the Contracting Officer.

B. This clause shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

#### **H-4 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

A. Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

B. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise as part of this contract.

C. The Contracting Officer is the only person authorized to approve changes in any of the requirement of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(End of Summary of Changes)

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Job : 33  
Date: 12/19/2008  
Time: 4:44:43 PM

**OMeara, Janet (HQ DLA)**

---

**From:** Wadsworth, Gayle (J6F)  
**Sent:** Thursday, December 18, 2008 10:42 AM  
**To:** OMeara, Janet (HQ DLA)  
**Cc:** Fairley, Ronald (HQ DLA); Pierce, Christopher (HQ DLA)  
**Subject:** RE: Solicitation SP4706-09-R-0001, Varec Proposal

Hi,

I'm hearing the contract is at risk because you are upset over the pricing??? Please call me.

Thanks,

Gayle P. Wadsworth  
Chief, IT Solutions Division  
DLA J6FS  
Office: 703-767-3046  
DSN: 427-3046  
Cell: 571-212-6912  
Fax: 703-767-9633  
gayle.wadsworth@dla.mil

-----Original Message-----

**From:** Wadsworth, Gayle (J6F)  
**Sent:** Wednesday, December 17, 2008 10:12 AM  
**To:** OMeara, Janet (HQ DLA)  
**Cc:** Fairley, Ronald (HQ DLA); Pierce, Christopher (HQ DLA)  
**Subject:** RE: Solicitation SP4706-09-R-0001, Varec Proposal

Janet,

These are acceptable to me. There are times when circumstances are beyond their control to close tickets.

Thank you,

Gayle P. Wadsworth  
Chief, IT Solutions Division  
DLA J6FS  
Office: 703-767-3046  
DSN: 427-3046  
Cell: 571-212-6912  
Fax: 703-767-9633  
gayle.wadsworth@dla.mil

-----Original Message-----

**From:** OMeara, Janet (HQ DLA)  
**Sent:** Tuesday, December 16, 2008 5:54 PM  
**To:** Wadsworth, Gayle (J6F)  
**Cc:** Fairley, Ronald (HQ DLA); Pierce, Christopher (HQ DLA)  
**Subject:** FW: Solicitation SP4706-09-R-0001, Varec Proposal  
**Importance:** High

Gayle,

I have attached Varec's proposal.

Please take a look at the Performance Metrics on page 23. Varec has revised performance standards downward to what I feel are unacceptable levels

considering they have been performing these services for DLA/DESC for more than a decade. Perhaps DESC's performance expectations should also be considered, but that decision is yours to make. I need J6's acceptance, rejection or changes to Varec's proposed standards.

Please provide your input by 4:30 pm tomorrow.

Janet

-----Original Message-----

From: Akers, Richard T. [mailto:akersri@varec.com]  
Sent: Friday, December 12, 2008 5:23 PM  
To: OMeara, Janet (HQ DLA); Fairley, Ronald (HQ DLA)  
Cc: Coggins, Keith R.; Holmberg, Jack W.  
Subject: Solicitation SP4706-09-R-0001, Varec Proposal  
Importance: High

Ms. O'Meara and Mr. Fairley,

Please find attached Varec, Inc.'s response to DLA/DESC solicitation no. SP4706-09-R-0001, entitled "J6F Application Support Group (ASG) Help Desk Services."

Best Regards,

Rick Akers

Contracts Manager

Varec, Inc. an SAIC Company

5834 Peachtree Corners East

Norcross, GA 30092

office (770) 810-9307

mobile (858) 752-3912

email akersri@saic.com