

ATTACHMENT C-1 STATEMENT OF WORK

C.1. GENERAL REQUIREMENTS

- a. The Contractor shall furnish all labor, supervision, tools, materials, equipment, transportation, and management necessary to repair and maintain the facilities as described herein. All work under this contract is located at the U.S. Naval Facility (which includes both the 33 acres referred to as “Naval Property” and the 143 acres referred to as the “Northeast Arm Recreation Center”), Argentia, Newfoundland, Canada, as shown in Attachment J-C1.
- b. **Description of Work.** The work shall include, but is not be limited to, the following:
 - (1) **Building Maintenance.** The Contractor shall be responsible for providing relamping services, and repairing or replacing damaged, inoperative, or missing building accessories. This shall include, but is not limited to, doors, paneling, ceiling tiles, patching and interior painting.
 - (2) **Electrical Services.** The Contractor shall be responsible for maintaining all electrical equipment, including performing preventive maintenance as required. This work includes, but is not limited to Security Camera System, motorized entry gates, intercom system and any other motorized equipment. The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently operate and maintain the electrical system.
 - (3) **Guards Services.** The Contractor shall provide Guard Services to the U. S. Naval Facility, Argentia, to prevent unauthorized entry onto the site.
 - (4) **Custodial Services.** The Contractor shall provide Custodial Services to Navy Site as listed in Attachment J-C15.
 - (5) **Grounds Maintenance.** The Contractor shall maintain and cut approximately 6 acres of grassed area.
 - (6) **Snow Removal.** The Contractor shall be responsible for snow clearing and removal from the premises.
 - (7) **Preventive Maintenance.** The Contractor shall provide Preventive Maintenance to ensure the reliability and longevity of the equipment and facilities.
 - (8) **Caretaker Services.** The Contractor shall be responsible for caretaker services at the Northeast Arm Recreation Center Site.
 - (9) **Non Recurring Work Items.** Non Recurring Work Items of maintenance and repair designated by the Contracting Officer.
- c. **Regular or Normal Working Hours.** The Government's regular or normal working hours are, from 0800 hours to 1630 hours, Monday through Friday, except (a) federal holidays and (b) other days specifically designated by the Contracting Officer. In the case of emergencies or for the completion of emergency work initiated during regular working hours and for providing Guards Services, the Contractor will be required to work outside regular working hours. If scheduled services (not including Guards services) should occur on a holiday, the services shall be performed on the following workday.

- d. **Federal Holidays.** New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- e. **Contractor's Regular Working Hours.** The Contractor shall perform work on certain tasks outside of regular work hours. The Contractor may be required to perform work outside of normal working hours on specific buildings.
- f. **Cooperation with other Contractors.** The Government may undertake or award other contracts for additional work at or near the site for work under this contract. The Contractor shall cooperate fully with the other Contractors and shall adhere to any directions given by the Contracting Officer. In the event of conflicts with other Contractors that cannot be satisfactorily resolved, the matter shall be referred to the Contracting Officer for decision. Such decisions shall be final, subject to right of appeal in accordance with the "DISPUTES" clause, Section I.
- g. **Standards.** All work 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.
- h. **Damages Caused by Weather Conditions or Vandalism.** Work required to clean or repair facilities damaged by inclement weather conditions and/or acts of vandalism shall be performed as any other work under the Recurring Work Items portion of the contract.
- i. **Contractor Quality Control.** The Contractor shall establish and maintain a complete Quality Control program in accordance with "Contractor Quality Control" clause, Section E. Contractor performed inspections are independent of those performed by the Government. The Contractor shall perform his inspections prior to requesting acceptance of the work by the Government.
- j. **Access.** The Contractor shall not use the facilities or any part of the facility for any purpose other than to perform work under this contract. The use of this facility and its roads for anything else is strictly prohibited.
- k. **Transition Period (Phase-In).** The transition or phase-in period is the period between the date of contract award and contract start date. This is the time period in which the Contractor shall perform those necessary tasks to position themselves to begin performance of the contract work on the contract start date. The Contractor is expected to perform all Contract Requirements as specified starting on the contract start date. There is no period of time that the Contractor will be allowed to perform less than all the specified work.

C.2. DEFINITIONS - TECHNICAL

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

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 words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise.

c. Where "**at no additional cost to the Government**", "**at his/her expense**", "**at Contractor's expense**", or words of similar import are used, it shall be understood that the Contractor shall not claim additional compensation after contract award for any applicable contract requirement. The Contractor shall consider all risk factors in the contract requirements with these words apply and include appropriate costs in the proposal process.

d. **Accepted Guard Force Personnel.** Those personnel meeting all appearance, standards of conduct, security, and training requirements.

e. **Additional Material Handling.** Time expended for loading materials from storage to truck; unloading materials to work area; moving 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. The above definition is a summary of the definition of "Additional Material Handling" as used in development of Engineered Performance Standards.

f. **Clean.** Clean shall be defined as free of dirt, dust, spots, streaks, stains, smudges, cobwebs, litter, debris, and other residue.

g. **Contract Discrepancy Report (CDR).** A report sent by the Government to the Contractor that the contractor is required to complete when performance is unsatisfactory. The CDR requires the Contractor to explain to the Contracting Officer, in writing within 10 calendar days, why performance is unsatisfactory, how performance shall be returned to satisfactory levels, and how recurrence of the problem shall be prevented in the future.

h. **Contracting Officer.** The person designated as the Contracting Officer by the direction of the Commander, Naval Facilities Engineering Command, Atlantic, to have complete charge of and exercise full supervision and general direction of the work so far as it affects the interest of the Government, except in connection with the "Disputes" clause, Section I. For the purposes of the "Disputes" clause, the term "Contracting Officer" means the Commander, the Acting Commander, their successors, or their representatives specifically designated for this purpose. Throughout this contract, the term Contracting Officer will be used to refer to the individual designated as the Contracting Officer or his/her designated representative.

i. **Contractor.** The term Contractor as used herein means any individual or other legal entity that:

- (1) Directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or to be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or
- (2) Conducts business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another Contractor.

j. **Contractor Representative.** A foreman or superintendent assigned in accordance with the "CONTRACTOR EMPLOYEES" clause, Section C.10.k.

k. **Contracting Officer's Representative (COR).** An individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions. If the contracting officer designates a COR, the Contractor will receive a copy of the written designation. The COR is not authorized to make any commitment or changes that will affect price, quantity, delivery, or any other term of the contract.

l. **Disinfect.** Cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.

m. **Debris.** Includes but is not limited to grass cuttings, tree trimmings, leaves, rocks, paper, pine straw, limbs, stumps, street sweepings, roofing and construction wastes, and similar waste material.

n. **Distribution Systems.** For purposes of this contract, includes but is not limited to, all piping, pumps, motors, valves, fittings, wiring, transformers, panel boards, meters, etc. in the facilities to be maintained, exiting and entering the U. S. Naval Facility.

o. **Engineered Performance Standards (EPS).** A job estimating system developed for the Department of Defense. EPS is the average time necessary for a qualified craftsman working at a normal pace, following acceptable trade methods, receiving capable supervision, and experiencing normal delays to perform defined amounts of work of a specified quality. EPS manuals (a listing of which is provided in Attachment J-E1) are available on the World Wide Web.

p. **Emergency Work.** Work requiring immediate action to correct or prevent loss or damage to Government property, to restore disrupted essential services or to eliminate hazards to personnel or equipment.

q. **"Equipment", "installed equipment", "built-in equipment", "system", "class II equipment".** Where these words or words of similar import are used, it shall be understood to be a component or a system of more than one component (all related devices: instrument, gauges, fixtures, machines, controls, etc.) working in conjunction to perform any specific operation and affixed as a part of the real property. The equipment is engineered and built into the facility as an integral and essential part thereof. Installed equipment shall include, but not be limited to, items such as (this list of equipment examples is not considered to be all-inclusive. All existing equipment with their related or auxiliary components, are part of this contract and shall be covered under the services specified herein):

Ventilation and other related equipment and associated distribution systems

Dynamic equipment or systems: air compressors, etc.

Fire protection and alarm systems: pumps, hoses, etc.

Electric generation and distribution systems: transformers, transfer switches, panel boards, wiring,

etc.

Security Camera System.

Motorized Gate System.

Intercom System

r. **Estimate.** The informed analysis of all known and probable elements of a proposed job and the forecast of the manpower, materials and related items that will be needed to perform this job.

s. **Estimated Hours.** The estimated number of man-hours which will be required to complete a job.

t. **Facility.** An establishment, structure, or assembly of units of equipment designated for a specific function.

u. **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.

v. **Government Representative.** The person(s) whom the Contracting Officer will designate by name and/or position title to conduct liaison between the Contractor and the Contracting Officer on matters pertinent to this contract and be his/her authorized representative.

w. **Inspection.** Visual and mechanical checking of the condition of facilities, performed on a regularly scheduled basis, to determine the extent of the maintenance and repair work required and to ensure the proper operation of the system. It includes checking or testing the components of systems within the facilities.

x. **Non-Recurring Work.** Non-Recurring work is defined as maintenance, repair, alteration, maintenance construction, or equipment repair/replacement work that is not specifically identified as Recurring work or exceeds the Recurring work hour and/or material cost limitations.

y. **Labor Hour.** The amount of actual working time required to accomplish a given individual task, plus travel time, job preparation and allowances.

z. **Labor Hour (LH) Unit Price.** The unit price proposed by the Contractor to provide one performance standard hour of work-in-place. The unit price includes all costs, direct and indirect, associated with performing a standard hour of work. The unit price typically includes, but is not limited to, the Contractor's hourly craft wage, adjusted to allow for the offeror's work force productivity, (i.e. the Contractor's estimate of how his/her work force will perform in relation to the applicable performance standards); and all costs for pre-expended bin materials and supplies, profit, tools, equipment, field and home office overhead, clerical support, supervision, overtime, inspection, fees, taxes, licenses, permits, insurance, etc. In short all costs associated with providing a specific standard hour of effort. The unit price will not include the time mark up for travel, job preparation, additional material handling, and delay allowances.

aa. **Maintain.** To keep a piece of equipment of a building in an efficient and a usable condition through the use of Service Calls or Preventive Maintenance.

bb. **Maintenance.** The day-to-day, periodic, scheduled and unscheduled work required to preserve or restore a facility or equipment to a condition that it can be effectively utilized for its designed purpose. It includes work to prevent damage or the deterioration of equipment or a facility that otherwise would be more costly to restore or require replacement if not attended to.

cc. **Overhaul.** The dismantling and rebuilding of an equipment item or a component thereof with new or rebuilt components to effectively extend the life of the equipment or component to its original condition.

dd. **Performance Requirements Summary (PRS).** A tabular summary of contract requirements itemized by work requirements (tasks), weights, and standards of performance which is used by the Government to assess monthly Contractor performance and is the **primary basis** for deducting for partially performed, unsatisfactorily performed and non-performed work. See Attachment J-C2.

ee. **Post.** A station or task to which guards are assigned.

ff. **Preventive Maintenance.** Preventive Maintenance is recurring, routine work at prescheduled intervals and includes but is not limited to: cleaning, lubricating, inspection, repair, replacement of expendable parts, adjustments, minor corrections and similar work, that can be identified by work description and frequency.

gg. **"Provided".** "Provided" is defined to mean in place, furnished and installed, ready for use.

hh. **Quality Assurance (QA).** A program undertaken by the Government to evaluate certain attributes of products and services it procures (based on the application of prespecified standards to pre-identified performance indicators), to record such evaluations, and to recommend or effect remedial contract administrative action.

ii. **Quality Control (QC).** A method used by the Contractor to control quality of goods and services provided and to ensure the desired level of output quality is maintained.

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

kk. **Repair.** Repair is the restoration of a component of equipment, a system or a real property facility to such condition that it may be effectively utilized for its designated purposes. Repair may be overhaul, reprocessing or replacement of all damaged constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance. Total replacement of equipment or systems within the Service Call limit is also considered repair.

ll. **Response or Respond.** In relation to service call work, response or respond means being at the jobsite with applicable tools, materials and equipment ready to perform the work.

mm. **Rework.** Correction, as required, of those maintenance deficiencies which are due to poor workmanship, failure during warranty period, use of unauthorized materials or supplies, or neglect.

nn. **Service Call Work.** Work that involves unscheduled minor repair or maintenance work that is identified by the activity and is expected to be responded to and completed within a definite time limitation.

oo. **Snow Clearing.** Includes but is not limited to: removing snow and snow drifts, removing ice build-up with appropriate tools and equipment and salting with an acceptable salt/sand mixture.

pp. **Space.** A space is an area to receive custodial services, which may or may not be considered a room by common definition. Some examples of space are definable sections of hallways, lobbies, offices, and entrances.

qq. **Specific Repair.** Specific repair is work which involves a cost per occurrence which exceeds the established limits for service call work but which is within a specific maximum total cost limit established by the Government. Specific repair is individually ordered by the Contracting Officer or Ordering Officer on a Task Order and is paid for as Negotiated Non-Recurring work.

rr. **Standard Operating Procedures (SOP).** Administrative manual defining routine and standard procedures for handling situations and matters pertaining to posts and guard service requirements.

ss. **Task Order (TO).** A task order is a document (Form DD 1155) issued to the Contractor authorizing Non-Recurring work and identifying the funding appropriation data for each occurrence. The Task Order, DD 1155, will be used to order Non-Recurring work. A sample Task Order is shown in Attachment J-C12.

tt. **Timeframes Addressed in Number of Days.** When timeframes are addressed in number of days in this contract, "calendar" days shall be applied unless "working" days are specifically stated.

uu. **Trash.** Refuse and other discarded solid materials resulting from commercial, industrial, residential, and community activities. It does not include hazardous materials, explosive and incendiary materials, infectious/medical materials, solids or dissolved materials in domestic sewage, or other significant pollutants in water resources such as silt, dissolved or suspended solids in industrial waste, water effluents, dissolved materials in irrigation return flow, or other common water pollutants.

vv. **Trash Containers.** Trash containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, ashtrays, or any container holding trash.

ww. **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.

xx. **Work Schedule.** A work schedule is a written document submitted to the Contracting Officer which indicates how and when the Contractor intends to accomplish a particular portion of the work which will require coordination with the Contracting Officer for facility use, access and task verification.

C.3. GOVERNMENT FURNISHED PROPERTY AND SERVICES

In accordance with FAC 5252.245-9300, GOVERNMENT FURNISHED PROPERTY, MATERIALS, AND SERVICES (SEP 2014)" clause, Section I, the Government will furnish or make available to the Contractor certain Government owned facilities, equipment, materials, and utilities for use only in connection with this contract. The use of Government furnished property and services for other purposes, is prohibited. All such facilities, equipment, and materials will be provided in "as is" condition. **The full text of the above referenced clause is provided in Section I.**

C.4. CONTRACTOR FURNISHED ITEMS

Except for items **identified in FAC clause 5252.245-9300, GOVERNMENT FURNISHED PROPERTY, MATERIALS, AND SERVICES (SEP 2014)" in Section I,** the contractor shall provide all facilities, equipment, materials, tools, and services to perform the requirements of this contract. The Contracting Officer may require samples of materials to be used in work performed under this contract. The Contractor shall assure all required materials and parts are readily available for maintenance of all structures and facilities and their installed systems and equipment within the specified performance requirements time. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.

a. **Equipment Requirements.** Materials and supplies procured by the Contractor shall meet the specifications, standards, and manuals listed in these specifications. The Contracting Officer may require test data showing that any materials or supplies procured by the Contractor meet the specifications. If the quality of an item is not specified, it shall be of acceptable industrial grade and quality, equal to or better than the manufacturer's original and will be compatible with existing systems.

b. **Administrative Equipment.** The Contractor shall furnish all administrative equipment, supplies, file cabinets and miscellaneous office equipment at no additional cost to the Government to fulfill the administrative functions of this contract.

c. **Communication Equipment / Telephones.** The Contractor shall provide all communication equipment necessary to perform the services of this contract at no additional cost to the Government. Within ten (10) days after award of this contract and immediately thereafter in event of change, the Contractor shall provide a local toll free telephone number that is answered by Contractor personnel, 24 hours per day, 7 days per week at which he can be notified of routine and emergency work requirements. Tape recordings or answering devices or services are not authorized. The Contractor shall pay for charges and fees for commercial telephone equipment in Government furnished facilities utilized by the Contractor.

C.5. MANAGEMENT

The Contractor shall manage the total work effort associated with the work required herein to assure fully adequate and timely completion of these services. Included in this function is a full range of management duties including, but not limited to, planning, scheduling, 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. The Contractor shall have a supervisor assigned to the contract, who shall be knowledgeable of the detailed requirements of this contract. The supervisor shall be immediately available to the Contracting Officer during the Contractor's scheduled working hours by means of a paging or telephone system accessible toll free from the Argentina area. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

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 conformance with the quality standards established herein. Verbal scheduling and status reports shall be provided when requested by the Contracting Officer. The status of any item of work must be provided within 2 hours of the inquiry during regular working hours.

b. **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 Contracting Officer. Once approved, all work shall be performed in compliance with the work schedule to facilitate the Government's inspection of the work. Change to the work schedule shall be submitted for the Contracting Officer's approval at least three working days prior to scheduled performance. Whenever nonessential services have been scheduled on a holiday the services shall be performed on the following working day. The Contracting Officer must approve all unscheduled work. In preparing the work schedule, the Contractor shall comply with the following:

(1) **Annual Work Schedule.** Prior to contract start date and within 15 days after the Government's notice of exercising an option, the Contractor shall submit to the Contracting Officer an annual schedule of planned performance of work in a format acceptable to the Contracting Officer. The schedule shall indicate by month, all services to be performed, the frequency of the services, and the location. In preparing the annual work schedule, the Contractor shall comply with the following requirements:

(a) Indicate the week that monthly, quarterly, and annual work shall be performed.

(2) **Monthly Work Schedule.** The Contractor shall develop and submit a monthly work schedule to the Contracting Officer for approval five (5) working days before the start of the scheduled month. The initial monthly schedule format must be submitted to the Contracting Officer for approval before contract start. The monthly schedule shall identify all work including work ordered under the Non-Recurring Work portion of the contract. The schedule shall identify Non-Recurring work by task order or job order number and title, and indicate the schedule start and completion dates. Scheduled services shall be identified with the date of performance indicated. Changes or additions to any job that prevent the Contractor from completing the work on time or which change the scope of the work shall be reported to the Contracting Officer. Monthly invoices not containing the required monthly working schedules will be considered incomplete and returned to the Contractor.

c. **Protection of Government Property.** During execution of the work, the Contractor shall take special care to protect Government property. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

d. **Staffing.** The Contractor shall continuously maintain an adequate staff with suitable management expertise to assure work is scheduled and completed in accordance with these specifications. The Contractor shall maintain an adequate craft work force to complete work in accordance with the time and quality standards specified.

C.6. RECURRING WORK REQUIREMENTS

The Contractor shall perform all inspections, tests, maintenance, and repairs, in accordance with the manufacturer's recommendations, and the specifications contained herein. The contract requirements listed below shall be performed in accordance with the Performance Requirements Summary (PRS) in Attachment J-C2.

a. **Service Calls (ELINs A00101, A00301, A00501, A00701 & A00901).** The Contractor shall perform all service call work within the Recurring Work **Items** portion of the contract. A service call is defined as an unscheduled small work item of a one-time nature typically issued to correct or repair a minor structural, mechanical (including plumbing), HVAC, or electrical deficiency, requiring little detailed management control, and which is not projected to exceed either 16 craft hours or \$500 in Contractor provided material costs. For example, if a service call is begun, in order to remain a service call the number of labor hours cannot exceed 16 hours nor can the amount of materials and equipment spent for the service call exceed \$500.00. **The responsibility to perform work under a single service call ends when the Contractor notifies the Contracting Officer that the call is estimated to exceed either the labor limit or the material limit specified. Any effort expended and costs incurred by the Contractor prior to such notification is considered part of the original service call and will not be applied toward any Negotiated Non-Recurring work which may result.** Service calls may require a combination of two or more trades. Service calls may also be issued to include, but not be limited to; perform minor construction; provide locksmith services; provide pest control services; mark locations of buried utilities; assisting in inventories; assisting survey teams; performing general cleanup, assembling, providing and supporting temporary structures, all maintenance and repair, and utility installations for base functions and other services. The Contractor shall receive service calls from the Contracting Officer during normal working hours by phone at a toll-free phone number **or electronically via email**. The Contractor may generate service calls 24 hours a day, seven days a week, while performing regular duties under this contract. The Contractor shall be responsible for screening, assigning a service call number and classifying service calls as emergency or routine.

(1) The Contractor shall receive, identify, classify service calls and issue service call work in accordance with the criteria specified below. The service call shall be documented on a form developed by the Contractor. The Contractor shall determine which work is within the scope of this contract. The Contractor shall issue service calls 24 hours per day, seven days a week.

(a) The completed service call form shall, **at a minimum**, contain the following information:

- (i) Detailed description and location of actual work
- (ii) Material description, quantity and cost of materials (retail cost)
- (iii) Date and time service call received (verbal notification is applicable)
- (iv) Date and time Contractor completed required work
- (v) Signature of person who performed the work
- (vi) Actual labor hours expended at the job site

(b) The Contractor shall submit two (2) copies of the completed **service call form** to the Contracting Officer within two (2) working days after completion of work.

(2) Service calls shall not be combined in order to claim a beyond service call scope condition. The Government reserves the right to upgrade or downgrade service call classifications. A historical summary of service calls can be found in Attachment J-C3. This data is provided for informational purposes only.

(3) **Emergency Service Calls.** Services calls will be classified by the Contractor as an emergency call when the work consists of correcting failures which constitute an immediate danger to personnel or threaten to damage property or equipment or when the work does not immediately endanger personnel or property, but would soon inconvenience and affect the health or well being of personnel. Emergency service call requirements are as follows:

(a) **Response Time.** Emergency calls shall be responded to on-base 24 hours per day, 7 days per week, 365 days per year within one (1) hour of receiving the call.

(b) **Completion Time.** Once work has begun on an emergency service call, the Contractor shall continuously pursue the work until the emergency is arrested and reduced to a status equivalent to a routine service call. Each emergency call shall be completed within a total of five (5) working days of notification, with

the following exception: if the Contractor determines that the total work hours, materials, parts or equipment needed to complete the call will exceed the service call limitations, he shall, after arresting the emergency, prepare an estimate of the total work needed to fix the problem. The estimate shall be submitted to the Contracting Officer within 2 working days after the problem is initially arrested and shall include labor and material cost estimates in accordance with the Preparation of Estimates paragraph C.8.c(2) and a detailed description of the remaining work required. If the Contracting Officer agrees with the estimate, the remaining work will be upgraded from a service call to work covered by the Negotiated Non-Recurring Work portion of the contract. When work is upgraded to be accomplished under the Negotiated Non-Recurring Work portion of the contract, the Contractor will be paid only for the amount of remaining work. If the Contracting Officer does not agree the work exceeds the limits of a service call, the Contractor shall complete the work under the original service call and within the original five (5) working day time limit.

(c) **Quality of Work.** The Contractor shall work continuously without interruption to arrest the emergency condition, protect personnel, prevent further equipment damage, and control hazardous conditions. Where facilities are affected, the Contractor shall service or repair the item or equipment to return it to its proper operating condition, that allows for continued operation of the equipment or facility without mission disruption.

(d) **Fire Alarms.** There is one fire alarm system located in the TE Building. At the start of the contract the Contractor shall set up the fire alarm system so the fire alarms will notify the Contractor whenever a fire alarm is triggered. The fire alarms shall sound in the Guard House and at a location where the Contractor can respond when the guard is not on duty. The Contractor shall respond to all fire alarms, 24 hours a day, seven days a week. The Contractor shall respond to fire alarms within 30 minutes of notification. Upon responding the Contractor shall check the entire facility for any possible signs of a fire.

(i) In the event of a fire, the Contractor shall immediately contact the local fire department and the Contracting Officer. The Contractor shall remain near the Main Gate to direct the responding fire department to the endangered facility.

(ii) In the event of a false alarm, the Contractor shall secure and reset the fire alarm system, and investigate the reason for the false alarm. The Contractor shall perform corrective action to prevent a reoccurrence of this false fire alarm.

(4) **Routine Service Calls.** Service calls will be classified as routine calls when the work does not qualify as an emergency call. Routine calls will include, but are not limited to: installing insulation, relamping fixtures, repairing leaking pipes, dripping faucets, repairs to door and window hardware and screening, replacement of broken or missing tiles, roof leaks, repairs, moving, administration repairs and replacement including supplies, or installation of equipment or furnishings; etc.

(a) **Response Time.** Routine calls shall be responded to during normal working hours and within two (2) working days after receiving the call from the Contracting Officer.

(b) **Completion Time.** All routine calls shall be completed within five (5) working days of notification, with the following exception: If the Contractor determines the total work hours, material, parts or equipment needed to complete the call will exceed the service call limitations, the Contractor shall prepare an estimate of the total work needed to fix the problem. The estimate shall be submitted within two (2) working days after the initial response and shall include labor and

material cost estimates in accordance with the requirements specified in paragraph C.8.c(2). If the Contracting Officer agrees with the estimate, the work will be upgraded from a service call to work covered by the Negotiated Non-Recurring Work portion of the contract. When work is upgraded to be accomplished under the Negotiated Non-Recurring Work portion of the contract, the Contractor will be paid only for the remaining amount of work. If the Contracting Officer does not agree the work exceeds the limits of a service call, the Contractor shall complete the work under the original service call and within the original five (5) working day time limit.

- (c) **Quality of Work.** Routine service calls shall be completed in an efficient manner in accordance with industry standards. Where facilities are affected, the Contractor shall service or repair the item or equipment to return it to its proper operating condition.

b. **Guard Services (ELINs A00102, A00302, A00502, A00702 & A00902).** The Contractor shall furnish Guards services in accordance with the requirements specified herein. **Guard Services under these ELINs are required only at the 33 acres referred to as "Naval Property." The 143 acres referred to as the "Northeast Arm Recreation Center" does not receive services under these ELINs.**

(1) **Standard Operating Procedures (SOP).** The Contractor shall comply with the SOP as specified in Attachment J-C5. Services shall include the following:

- (a) Deter and report unauthorized personnel or vehicular entry into areas designated by the Contracting Officer.
 - (b) Deter and report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of , Government or personal property or acts of espionage, sabotage, or wrongful destruction within the designated area(s).
 - (c) Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor shall summon appropriate response forces and then notify Government personnel as identified in the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.
 - (d) Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.
 - (e) Deter and report violations of base regulations, and enforce parking regulations, as required.
 - (f) Provide proper documentation and reports of all incidents and investigations.
 - (g) Provide an on-call contingent of accepted guard force personnel to quickly and decisively back up any Contractor employee confronted with a situation requiring additional personnel.
 - (h) Receive, secure, issue, and account for all keys issued to the Contractor or placed under the Contractor's control.
 - (i) Provide fixed post guards with a roving patrol as part of those duties.
- (2) The Contractor shall maintain a current copy of the SOP at the guard post. A

detailed review of the SOP shall be provided as part of each employee's initial training, and each time the SOP is modified. No employee shall be assigned to duty unless he/she is thoroughly knowledgeable of and understands the SOP. The SOP will be modified periodically in accordance with the "CHANGES" clause, Section I, to reflect required changes in the Government's guard services policies and procedures.

(3) **Records and Reports.** The Contractor shall maintain records and prepare reports as set forth in Attachment J-C5, "GUARDS SERVICE STANDARD OPERATING PROCEDURES (SOP)". A copy of all reports shall be maintained on-site and available for inspection by the Government at all times. From time to time, the Contractor's employees may be required to make written and oral statements to the Naval Criminal Investigative Service, or other agencies due to the nature of a particular incident. Any written statements provided shall be considered a report under the terms of the contract. All records and copies of reports shall be turned over to the Contracting Officer within five (5) calendar days after contract completion.

(4) **Supervision** The Contractor shall ensure that the post is manned as required, that employees present a neat appearance, and that each employee is familiar with their post and duties.

(5) **Standards of Conduct.** The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against his/her employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the U.S. Navy, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.

- (a) **Appearance.** The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy and job knowledge are influential in creating a favorable image. However, most people form an opinion by the appearance of the employees.
- (b) **Neglect of Duties.** Neglect of Duties shall not be condoned, this includes sleeping on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.
- (c) **Disorderly Conduct.** Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- (d) **Intoxicants.** The Contractor shall not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances that produce similar effects.
- (e) **Criminal Actions.** Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited to, the following:
 - (i) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.
 - (ii) Unauthorized use of Government property, theft, vandalism, or immoral conduct.
 - (iii) Unethical or improper use of official authority or credentials.
 - (iv) Misuse of weapons.
 - (v) Security violations.

(6) **Uniforms.** The guard force personnel will not be required to wear a uniform; however, the guard force should present a favorable public image. The Contractor may wish to provide his guard force personnel with uniforms, but it is not required. An appropriately lettered breast badge shall indicate the jurisdiction from which authority, if any, is obtained. Shoulder patches with Contractor identification not larger than 4 1/2 inches by 4 1/2 inches shall be worn on the left shoulder. No other Contractor identification is to be worn or displayed. Each employee shall be issued the following items by the Contractor:

- (a) Name tag (over left breast pocket)
- (b) Handcuffs, key, and pouch
- (c) Baton (police regulation type) and holder
- (d) Flashlight and batteries (producing light equal to or greater than a flashlight with 2 "D" cell batteries)
- (e) Whistle
- (f) Shoes and safety helmets that meet ANSI 289.1-1969

(7) **Communications.** The Contractor shall furnish all telephone equipment so that each employee on duty may be immediately contacted by the Contractor's base station. While performing a roving patrol, the guard should be equipped so they can immediately call for emergency help in case of trouble. No Citizen's Band, etc. shall be used.

(8) **Key/Combination Control.** The Contractor shall receive, secure, issue, and account for all keys or combinations issued for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor shall sign a receipt for all keys / combinations issued by the Government. The Contractor shall maintain records, to be made available to the Contracting Officer upon request, that show how many keys are in existence, in whose possession they are, and who has knowledge of and/or access to combinations. Keys shall not be duplicated without the Contracting Officer's prior approval.

(9) **Personnel Requirements.**

- (a) **Physical Fitness Program.** The Contractor shall ensure all guard force employees maintain physical fitness allowing them to continuously meet the physical requirements of their duties.
- (b) **Authority.** The Contractor personnel shall have authority to detain and / or make arrests shall be that of private citizens as defined by the laws of Newfoundland, Canada. Each member of the guard force shall be under a duty by virtue of his / her employment under this contract to exercise that authority in the manner directed by this contract, including the SOP. However should the guard see any possibility of trouble, they should contact the local law enforcement agency for immediate assistance.
- (c) **Employment Suitability and Qualifications.** Prior to assignment to the Contractor's guard force, an individual shall meet the following suitability criteria. Employees not assigned to the guard force shall satisfy the requirements of the "CONTRACTOR EMPLOYEES" clause, Section C.
 - (i) **Education.** Possess a high school diploma or equivalent, or pass an equivalent performance examination designed to measure basic job-related mathematical, language, and reasoning skills. Possess the knowledge and

ability to perform all required guard services duties. Must be able to read, write, and speak English.

- (ii) **Felony Convictions.** Have no felony convictions and no convictions that reflect on the individual's reliability.
- (iii) **Age.** Be 21 years of age or older.
- (iv) **Physical Qualifications.** Pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly thereafter. Two copies of a written certification for the examining physician that the employee meets the following physical qualifications shall be provided to the Contracting Officer following each examination. The following physical requirements apply for all guard force personnel:

(A) **Vision.**

a. Distant visual acuity in each eye shall be correctable to 20/30 (Snellen or equivalent) in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual shall carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected shall be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. The ability to distinguish red, green and yellow colors is required. Loss of vision in one eye is disqualifying. Glaucoma shall be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individual's ability to perform assigned security job duties, and provided the visual requirements stated above are met. On-the-job evaluation shall be used for individuals who exhibit a mild color vision defect.

b. Where corrective eyeglasses are required, they shall be of the safety glass type.

c. The use of corrective eyeglasses or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

(B) **Hearing.**

a. Individuals shall have no hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1,000 Hz and 2,000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Purtone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers").

b. A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement.

c. The use of a hearing aid shall not decrease the effective performance of the individual's assigned guard duties during normal or emergency operations.

(C) **Conditioning.** Each guard service employee shall be in good physical condition; be able to protect themselves and others; and withstand

sudden emotional stress and physical exertion in apprehension of suspects and violators.

(D) **Diseases.** Individuals shall have no established medical history or medical diagnosis of epilepsy or diabetes. Where such a condition exists, the individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard services duties.

(E) **Addiction.** Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction. Where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard services duties.

(F) **Other Physical Requirements.** An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard services duties shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

- (d) **Training.** All guard force personnel shall be trained in accordance with the requirements of OPNAVINST 5530.14C. A summary of these training requirements is included in Attachment J-C5. The Government reserves the right to revise this instruction during the contract period. If such revision materially affects the time or cost of performance under this contract, a modification will be processed in accordance with the "CHANGES" clause, Section I.

(i) **Training Plan.**

(A) Within 10 calendar days after contract award, the Contractor shall submit three copies of his/her proposed training plan to the Contracting Officer for review and approval. The training plan shall include the following, at a minimum, for Phase One, and Phase Two Training Requirements:

a. Name and location of training facility(ies).

b. If training facility is not an institute accredited to provide such training, names and qualifications of instructors.

c. Dates and Times training courses are to be presented.

(B) The Government reserves the right to reject the training plan if it determines that training facilities are inadequate and/or instructors are not qualified to provide such training. If the training plan is rejected, the Contractor shall submit a new training plan within 10 calendar days. Failure to submit an acceptable training plan may be grounds for termination for default of this contract. Revisions to the approved training plan shall be submitted to the Contracting Officer for review/approval within five calendar days of such revision. In the event of personnel turnover, new Contractor employees must complete training under the Contractor's then current training plan. The Government reserves the right to audit all or part of Contractor provided training courses.

(ii) **Specific Requirements.**

(A) **Phase One Training.** Each member of the guard force shall successfully complete a minimum of 19 hours of Phase One training on the subjects specified in OPNAVINST 5530.14C, Appendix VIII, within 30 calendar days after their assignment to duty for this contract. A summary of Phase One training requirements and the minimum number of hours which must be spent on each topic is included in Attachment J-C5. The Contractor shall certify in writing to the Contracting Officer prior to the contract start date, that assigned employees have satisfactorily completed instruction in each of the required subjects, or have equivalent training by virtue of previous training and/or experience. This certification shall list employees by name and shall include evidence of previous training and experience, if any. A similar certification shall be provided for each new employee within 30 calendar days after they begin work.

(B) **Phase Two Training.** Each member of the guard force shall receive a minimum of eight hours of Phase II refresher training annually, as specified in OPNAVINST 5530.14C, Appendix IV. A summary of Phase II training requirements is included in Attachment J-C5.

(iii) **Lack of Training.** If the Contracting Officer determines that Contractor employees do not, in fact, possess required Phase I training and qualifications; or, if employees fail to successfully complete annual requalification, and annual Phase II training, the Contracting Officer will direct the Contractor to immediately remove such employee from duty and provide qualified replacements at no additional cost to the Government. If the Contractor fails to provide such replacements, the Government may exercise one of its options under the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PROVIDE REQUIRED SERVICES" clause, Section E, or may exercise other options available through other provision of this contract.

(e) **Continuous Employee Observation / Evaluation.** The Contractor shall arrange for continuous supervisory observation and evaluation of all guard force personnel and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

(10) **Personnel Security Clearance Requirements.** All Contractor employees assigned to perform guard services under this contract must pass a favorable background check in by the Royal Canadian Mounted Police (RCMP). The Contractor shall provide necessary information to, and complete all forms requested by the RCMP for the purpose of initiating this check. Before assigning any employee to guard duties, the Contractor must possess a letter from the RCMP indicating that the check on that employee is favorable.

(11) **Work Requirements.**

(a) **Schedule.** The Contractor shall supply Guard Services during the specified times and in accordance with this specification.

(i) **Normal Operations.** During normal operations, the Contractor shall provide Guard Service in accordance with the schedule as shown in Attachment J-C4.

A. **First Shift (0800-1600).** On the first shift on Saturday and Sunday, the guard shall man the Main Gate, Guard House. At least once during the shift,

the guard shall perform an inspection of the buildings, 856, 857, 858. The guard shall check to ensure that every exterior door in every building is secure.

B. Second Shift (1600-2400). On the second shift of every day, the guard shall report for at least two hours during the shift. The Contractor shall randomly select a different two hours during the shift for each night to perform this function. The Contractor shall be careful in selecting the hours, so that a regular pattern is not established. The guard shall perform an inspection of all the buildings. For this inspection, the guard shall check to ensure that every exterior door in every building is secure. The guard force personnel shall check for all burned out lights on the perimeter fence line of Building 857. They shall check its perimeter fence line for unauthorized entry (attempted or actual), missing posts, damaged fencing, etc. The guard shall perform a walk-thru of every building, checking for signs of unauthorized entry, new roof leaks and major changes in building temperatures. While such checks are primarily to detect unsecured facilities, the guard force personnel shall also immediately report fire, flooding, or other condition that could result in damage to buildings/equipment or injuries to personnel. The guard shall report any new of unusual findings to the Contracting Officer.

C. Third Shift (0000-0800). On the third shift, the guard shall report for at least one hour during the shift Monday through Thursday and two hours on Friday, Saturday and Sunday. The Contractor shall randomly select a different hour during the shift for each night to perform this function. The Contractor shall be careful in selecting the hours, so that a regular pattern is not established. The hours on the Third Shift shall not immediately follow the second shift. The guard shall perform an inspection of all the buildings. For this inspection, the guard shall check to ensure that every exterior door in every building is secure.

(ii) **Contract Specialist on vacation or out of the office for any reason.**

While the Contract Specialist is on Vacation or is out of the office for any reason (i.e. sick, personal leave, training, etc.), the Contractor shall provide Guard Service at the Main Gate in accordance with the schedule as shown in Attachment J-C4. The duties shall remain the same as the Normal Operation. The only exception shall be when the Contract Specialist is on vacation. The first shift, Monday – Friday shall be manned for the complete shift. The Contract Specialist is expected to be out of the office for approximately 40 working days per year. The Contractor may be notified up to one hour in advance of this requirement. For periods of over three days, the Contracting Officer shall notify the Contractor at least 5 working days in advance. If at the end of the contract period, these days have not been used up, the balance may be ordered individually or the Contracting Officer may make an equitable deduction to the contract price.

- (b) **Entry Control.** The Contractor shall deter unauthorized personnel, property, or vehicles from entering into the area(s) defined in the SOP. All entry / exit control guards shall be equipped with telephones and shall be capable of making immediate contact with the Contractor's base station at all times. Authorized personnel or vehicles shall be allowed entry within two minutes after arrival.
- (c) **Exit Control.** The Contractor shall comply with the SOP regarding detention of persons or property, and shall ensure that any person(s) attempting to take Government property off the installation has permission of the Contracting Officer.

(d) **Perimeter Fence Line.** The Guard shall once per week perform a roving check of the perimeter fence lines. The Contractor shall check for missing, damaged or compromised fence sections. The Guard shall report any new findings to the Contracting Officer within the next working day.

(e) **Miscellaneous Services.**

(i) **Complaints / Threats.** The Contractor shall receive complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints shall be promptly reported to the local police (Royal Canadian Mounted Police (RCMP)) and the Commander, Undersea Surveillance (CUS) Command/Tactical Watch Officer at commercial phone number (757) 492-4800 or (757) 492-4803 or the (CUS) Staff Duty Officer (757) 544-0158 for resolution and disposition. The Contractor shall endeavor to deter crimes against persons without waiting for a specific complaint, while immediately notifying the local law enforcement. Response to bomb threats shall be in accordance with the SOP.

(ii) **Contingencies.** The Contractor shall provide an employee recall system with the capability of contacting and recalling a minimum of two off duty acceptable guard force personnel. Personnel shall be on-site within twenty minutes of the Contractor's receipt of the Contracting Officer's recall authorization. Situations that may result in recalls, include riots, civil disturbances, or other large gatherings of people where, in the opinion of the Contracting Officer, a threat exists to life and property. Compensation for any such recall shall be in accordance with the "CHANGES" clause, Section I.

c. **Custodial Service (NAVY Site: ELINs A00103, A00303, A00503, A00703 & A00903).** The Contractor shall provide the following custodial services to the Naval Facility Argentina's Navy Site. **Custodial Service under these ELINs are required only at designated buildings located at the site comprised of 33 acres referred to as "Naval Property." The 143 acres referred to as the "Northeast Arm Recreation Center" does not receive services under these ELINs.** Exact locations and frequencies are listed in Attachment J-C15:

(1) **Vacuum Carpet.** The Contractor shall vacuum the carpet to ensure they are free of loose soil and debris.

(2) **Sweep/Dust Mop Floors.** The Contractor shall sweep/dust mop floors to ensure they are free of loose soil and debris.

(3) **Damp Mopping Floors.** The Contractor shall damp mop floors to ensure they are clean and free of streaks, stains and spots.

(4) **Replace Paper Towels.** The Contractor shall check the paper towel dispenser to ensure there is enough paper towels until the next service period at locations and frequencies are listed in Attachment J-C15. Paper towels shall suit the existing paper towel dispenser and shall conform to Federal Specifications UU-T-591. Approximate size of roll of paper towel shall be 4 1/2" diameter and 11" wide, commercial grade, highly absorbent, wet strength type. Factory reject type paper shall not be used in this contract. Towels shall be delivered in unopened cartons.

(5) **Empty Trash Cans.** The Contractor shall empty trash cans and ensure they are clean and sanitary. Soiled plastic liners shall be replaced.

(6) **Clean and Service Restrooms.** The Contractor shall clean and service all

restroom in accordance to the frequencies listed in Attachment J-C15.

- (a) **Clean Restrooms.** The Contractor shall clean all the restrooms. Restroom fixtures, including water closets, urinals, lavatories, and sinks shall be washed inside and outside utilizing a disinfectant, and shall be free of stains and odors. Pumice sticks and an approved toilet bowl cleaner shall be used to remove stains from urinals and water closets. Brushes, sponges, and cloths that have been used to clean any other part of the restroom (including water closets, urinals, walls, floors, and partitions) shall not be used to clean lavatories or sinks. Floors shall be swept/dust mopped free of dirt and mopped with a disinfectant. Partitions, walls, and doors shall be cleaned free of dirt, stains, and graffiti. Mirrors shall be cleaned and polished. All metal fixtures and hardware shall be cleaned. Waste containers shall be emptied, disinfected, and plastic liners replaced.
- (b) **Service Restroom.** After cleaning, the Contractor shall service all the restrooms. Servicing the restroom shall include inspecting, replenishing, and cleaning supply dispensers. Restroom supplies shall include, but are not limited to, paper towels, toilet tissue, and soap. The Contractor shall stock the restroom with sufficient supplies to insure that the supplies will last until the next scheduled service. If dispensers become empty before the next scheduled servicing, the Contractor shall replenish them at no additional cost to the Government.

(7) **Miscellaneous Cleaning.** The Contractor shall clean the countertop, stove, refrigerators and microwaves twice (2) a year. All interior and exterior surfaces shall be free of stuck on food, stains, molds and dust.

d. **Grounds Maintenance (ELINs A00104, A00304, A00504, A00704 & A00904).** All **maintained** grassed areas as shown in Attachment J-C6 (approximately 6 acres) shall be cut at a uniform height of three (3) inches once per month during the months of May, September and October and two times per month (14 to 16 days between cuttings) during the months of June, July and August. **Grounds Maintenance Service under these ELINs are required only in the locations designated at the site comprised of 33 acres referred to as "Naval Property." The 143 acres referred to as the "Northeast Arm Recreation Center" does not receive services under these ELINs.** Grass cutting is to be accomplished in a manner such that it is free from scalping, rutting, bruising, uneven and rough cuttings. Grass clippings shall be removed from the grassed areas the same day the grass is cut and shall be disposed of off-station. Prior to cutting, the Contractor shall remove all debris within the maintenance area and shall include debris lodged in fences, along foundation walls, and the Contractor shall dispose all debris off-station.

(1) One time per year during October, all vegetation, including trees, bushes vines and vegetation on the fence, shall be cut within four (4) feet of the inside and outside of the perimeter fence of U. S. Naval Facility, Argentia. Vegetation shall be no higher than three (3) inches high. Vegetation shall be removed from the cut area the same day and shall be disposed of off-station.

e. **Snow and Ice Removal (NAVY Site: ELINs A00105, A00305, A00505, A00705 & A00905).** The Contractor shall provide snow and ice removal services from areas as shown in Attachment J-C8, under the Recurring Work Items portion of the contract. **Snow and Ice Removal under these ELINs are required only in the locations designated. Note that in addition to locations at the site comprises of 33 acres and referred to as "Naval Property," the road to the Northeast Arm Recreation Center also receives Recurring Work Item services under these ELINs.** Attachment J-C7 provides the total "estimated" square yardage of surface area for snow and ice removal services required for each occurrence. The Contractor shall ensure all roadways and walkways, parking areas including hydrant locations are free of snow and ice, and shall be in a condition, which is safe for pedestrian and vehicular traffic. Snow and ice removal services shall be completed before 8 AM of each day. The Contractor shall clear snow/ice from surfaces according to the priority assigned in J-C7 with 1 being the highest priority and 7 being the lowest priority. The Contracting Officer may order additional snow and ice removal throughout the day, these services shall be completed within one hour of the request. Snow and ice shall be removed from the full width

of the roadways, sidewalks, and parking areas. The Contractor shall treat blowing and drifting snow as precipitation from a regular snowfall, and shall clear away drifting snow from the specified areas of responsibility at no additional cost to the Government. The Contractor shall be required to perform snow clearing and removal services any time, 24 hours per day, seven days per week. In the event the Contractor fails to complete the snow clearing and removal service in the time allotted, liquidated damages shall be assessed in the amount of \$25.00 U.S. (United States) for each hour of delay in completing the work. Under no circumstances shall inadequate staffing or lack of proper equipment by the Contractor be an acceptable reason for not completing services on time. Should the Contractor be for any reason unable to provide any portion of this service, the Contracting Officer shall be contacted immediately and the Contractor shall describe at that time the measures being implemented to reinstate full service. Additional snow and ice removal above the Recurring Work quantity will be ordered through the Non-Recurring Work portion of the contract.

- (1) Snow and Ice Removal Services for roadways, walkways and parking areas.
 - (a) The Contractor shall provide snow and ice removal, to grade, for all designated roadways, walkways and parking areas.
 - (b) The Contractor shall apply salt to all designated roadways, walkways and parking areas upon completion of each snow and ice removal operation. The salt spreading shall be regulated with a mechanical spreader such that an even coverage is obtained over the entire width of the roadway and/or parking area.
 - (c) The Contractor shall remove all snowbanks along roadways in excess of five (5) feet in height. The snow shall be disposed of on-site as directed by the Contracting Officer.
- (2) Snow clearing to and around fire hydrants.
 - (a) The Contractor shall provide snow clearing, to grade and to a minimum radius of six (6) feet around all designated fire hydrants.
 - (b) The Contractor shall clear a sixteen (16) foot wide access, to grade, from all designated fire hydrants to the nearest roadway. Excessive amounts of salt shall not be used around fire hydrants, where applicable, to protect grass and soil from contamination.
 - (c) The Contractor shall clear the access to and around fire hydrants with shovels or snowblowers in grass areas.
 - (d) The Contractor shall remove all snowbanks around fire hydrants in excess of five (5) feet and dispose of the snow on-site as directed by the Contracting Officer.
- (3) **Vehicles.**
 - (a) **Vehicle Requirements.** All vehicles used to perform the snow clearing and removal services shall meet the standards required by the laws and regulations of the local public authorities. All vehicles shall have up-to-date licenses and permits as required by local law. All vehicles shall conform to all Provincial Department of Transportation standards and requirements including certification of road worthiness. The Contractor shall provide the Contracting Officer with a current copy of the "Certificate of Inspection" for all vehicles used. All vehicles used in this contract shall be equipped with a flashing warning light and an audible warning device (horn), all in working condition.

- (b) **Vehicle Maintenance.** The U.S. Government reserves the right to inspect the Contractor's vehicles periodically, and to prohibit the use of any vehicle that has been found unsatisfactory or unsafe, until such conditions have been corrected. In such event, the Contractor must provide a replacement or substitute vehicle at no additional cost to the Government.
- (c) **Operator Qualifications.** Vehicle operators for this service must possess current and proper licenses. All fines and violations incurred by the operators and other Contractor personnel while in the performance of this contract requirement shall be the responsibility of the Contractor. Operators shall not consume any alcoholic beverages while operating a vehicle under this contract, nor shall they operate a vehicle while under the influence of alcohol. Operators suspected of being intoxicated shall be prevented from working on this contract. A replacement operator shall be provided within one hour of notification at no additional cost the U.S. Government.

f. **Preventive Maintenance of Heating Units (NAVY Site: ELINs A00106, A00306, A00506, A00706 & A00906).** The Contractor shall perform Preventive Maintenance on Heating systems as listed in Attachment J-C9. **Preventive Maintenance Service under these ELINs are required only in the locations designated at the site comprised of 33 acres referred to as "Naval Property." The 143 acres referred to as the "Northeast Arm Recreation Center" does not receive services under these ELINs.** Preventive Maintenance shall be performed in accordance with paragraph C.7, Preventive Maintenance and the Preventive Maintenance checklist in Attachment J-C10. PMs of Heating systems shall be performed during the heating season. Space Heaters and baseboard Heaters shall be inspected at least once a quarter to make sure they are working properly.

g. **Preventive Maintenance of Fire Alarm System/Fire Extinguisher.** The Contractor shall perform Preventive Maintenance on the Fire Alarm Systems in accordance with paragraph C.7, Preventive Maintenance and the Preventive Maintenance checklist in Attachment J-C10. The Contractor shall annually inspect and certify eight (8) Fire Extinguishers on Navy Property. **All Preventive Maintenance Service under these ELINs are required only in the locations designated at the site comprised of 33 acres referred to as "Naval Property."**

- (1) **NAVY Site (ELINs A00107, A00307, A00507, A00707 & A00907).** The Contractor shall perform Preventive Maintenance on the Fire Alarm Systems (16 Smoke Detectors and 30 Heat Detectors scattered throughout building 857M. The Contractor shall annually inspect and certify six (6) fire extinguishers in the TE building, one in the Administration Office and one in the Guard House.

h. **Preventive Maintenance of Surveillance Camera Monitoring System (ELINs A00108, A00308, A00508, A00708, & A00908).** The Contractor shall perform Preventive Maintenance on the Surveillance Camera Monitoring System, which includes seven (7) surveillance cameras in accordance with paragraph C.7, Preventive Maintenance and the Preventive Maintenance checklist in Attachment J-C10. **All Preventive Maintenance of Surveillance Camera Monitoring System under these ELINs are required only in the site comprised of 33 acres and referred to as "Naval Property."**

Note: At the time of solicitation issuance, only four of the seven cameras are operational. The four that are working are located as follows: one on pole at the entrance to the site; one on pole in the parking lot at the entrance to the TE Building compound; one on pole at the south end of the TE building and one on the TE Building west end. There is a separate procurement underway to replace all seven cameras. Upon installation of the new cameras, a sketch will be provided with the locations and information about the system.

i. **Quarterly Roof Preventive Maintenance.** The Contractor shall perform Quarterly Preventive Maintenance in accordance with paragraph C.7, Preventive Maintenance and the Preventive Maintenance checklist in Attachment J-C10. **All Quarterly Preventive Maintenance Service under these ELINs are required only in the locations designated at the site comprised of 33 acres referred to as "Naval Property."**

- (1) **NAVY Site (ELINs A00109, A00309, A00509, A00709 & A00909).** The Contractor shall perform Quarterly Preventive Maintenance on Roof for buildings 856M, 857M, 858M and the Administration Office.

j. **Caretaker Services (ELINs A00110, A00310, A00510, A00710 & A00910).** The Contractor shall provide a part-time caretaker who shall be on-site at the **Northeast Arm Recreation Center location (143 acre site)** 24 hours per week, 52 weeks per year, in accordance with the following schedule.

NOTE that with the exception of Preventive Maintenance, ELINS A00110, A00310, A00510, A00710 & A00910 include all recurring work at the Northeast Arm Recreation Center (Caretaker Services, Grounds Maintenance and Snow and Ice Removal). There are no separate ELINS for those functions at the 143 acre location.

- (1) **Schedule.** The Contractor shall supply Caretaker Services during the specified times and in accordance with this specification. The Contractor shall weekly provide the Contracting Officer a schedule of the Caretaker Hours.

Time	Hours						
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Shift 1 (0800 – 1600)	2	4	4	4	4	4	2

- (2) **Caretaker Services.** The Contractor shall perform the following services. Any discrepancies and abnormalities shall be reported immediately to the Contracting Officer or the Guard on duty. If neither is available, the Caretaker shall immediately call local law enforcement. **Caretaker duties include:**
- (a) Perform a daily exterior inspection of each building, to ensure that every exterior door and window in every building is secure. The Contractor shall perform the building inspections at different times throughout the week, so as to not set a predictable pattern.
 - (b) Report unauthorized personnel or vehicle into Northeast Arm Recreation Camp.
 - (c) Report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction.
 - (d) Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor shall summon appropriate response forces and then notify **the Contract Specialist**; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.
 - (e) Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.
 - (f) Deter and report violations of base regulations.
 - (g) The contractor shall be responsible for minor maintenance to buildings at the Northeast Arm Recreation Camp **under the Recurring Work Items portion of the contract. Anticipated/historical repairs have included items such as repairs to**

the exterior shell of building, when the shell has been compromised. The work includes but is not limited to boarding up broken windows and repairing or replacing broken exterior doors.

(3) **Grounds Maintenance Services.** The Contractor shall cut all maintained grass areas around the 14 buildings to a uniformed height of 3". The area maintained is 10 ft from the perimeter of each building. The approximate square footage to mow is 60,000 SF. Grass shall be cut in accordance with Section C.6.d. Grass should be cut once per month during May, September and October and twice per month during June, July and August. Building locations are as shown in Attachment J-C8, and includes the following facilities:

Lodge – Bldg 1018
Caretaker house – Bldg 1016
Pump House – Bldg 1028
Crew's Quarters – Bldg 1011
Maintenance – Bldg 1012
Boathouse – Bldg 1019
Cabins – Bldgs 1001, 1002, 1004, 1012, 1014, 1015, 1022 and 1024

Grounds maintenance may also be required at any other facility/area inside the compound as directed by the Contracting Officer. See the Contracting Officer for blueprints of the site.

(4) **Snow and Ice Removal.** The Contractor shall provide snow removal services at the Northeast Arm Recreation Center. The Contractor shall ensure all roadways as shown in Attachment J-C8 including hydrant locations are free of snow. Snow and ice shall be removed from the full width of the roadway, and shall clear a path right up to each one of the cabins. The area for snow removal/clearing, there is approximately 0.9 miles of roadway to be cleared. The Contracting Officer may order additional snow and ice removal throughout the day, these services shall be completed within one hour of the request. Additional snow clearings shall be part of the Recurring Work portion of this contract, the Government will not order Non-Recurring Work for Snow/Ice Removal in the Northeast Arm Recreation Camp.

C.7. PREVENTIVE MAINTENANCE.

The Contractor shall perform Preventive Maintenance work immediately upon the start of this contract. An Annual Preventive Maintenance plan identifying equipment and inspection frequencies shall be developed by the Contractor and submitted to the Contracting Officer before the contract start date. The plan shall include all systems and equipment identified in ELINs A00106, A00107, A00108, A0009, and A00010, for Preventive Maintenance throughout this contract. The Contractor shall revise the plan annually and as additions, deletions or changes are approved by the Contracting Officer. Based on the Annual Preventive Maintenance Plan, the Contractor shall develop a daily work schedule for the coming month, identifying location and the equipment to be serviced, and submit it to the Contracting Officer for approval five (5) days prior to beginning of the next month. Preventive Maintenance under these ELINs is performed at both the 33 acre and 143 acre locations under the Recurring Work portion of the contract.

a. Preventive Maintenance shall be fully warranted against defects due to material or workmanship for one year after the Preventive Maintenance has been performed. The Contractor shall ensure Preventive Maintenance work is given the priority and manpower to accomplish all assigned work within the allowed time frame. Lack of parts, materials, supplies and equipment which delay Preventive Maintenance work shall not be an acceptable cause for non-performance of Preventive Maintenance work. Prior to commencement of this contract, the Contractor shall assess the parts needed for accomplishment of the Preventive Maintenance work for this contract so that on the first day of the contract, the Contractor shall perform the Preventive Maintenance program satisfactorily.

b. **Repair Work.** During the course of Preventive Maintenance, the Contractor shall correct all deficiencies up to the limit of a service call (either 16 craft hours or \$500 in Contractor provided material costs) as a part of the PM. No service call will be issued for work performance as part of Preventive Maintenance. Any deficiencies identified which cannot be corrected within the Service Call limits, shall be reported on PM Checklist, Attachment J-C10. The Contractor shall submit two (2) copies of this report to the Contracting Officer within two (2) days of the start of the next regular working day after the deficiency is identified. Included in the report shall be a description of the deficiency(s) and the labor hours and materials required to effect repair(s). Following verification and review of the deficiency(s) not corrected as a part of the PM, the Contracting Officer will determine whether to order the work under this contract, defer the repair, or accomplish the repair by other means. If, during the course of performing scheduled Preventive Maintenance, any fire protection equipment fails to work and cannot be reactivated within the limits of the Preventive Maintenance, the Contractor shall notify the Contracting Officer of the deficiency immediately. If for any reason equipment requiring Preventive Maintenance becomes inactive, either waiting for repair or due to obsolescence, the Contracting Officer may remove the equipment from the Contractor's annual and monthly Preventive Maintenance schedules. Preventive Maintenance work shall not be performed on the equipment until, the equipment is placed back in use. When this occurs, an amount equivalent to the value of the Preventive Maintenance not being performed will be removed from the Contractor's monthly invoice.

c. **Work Requirements.** All Preventive Maintenance materials, supplies, and parts shall be new or rebuilt and shall conform to the equipment manufacturer's specifications. The following typical Work Requirements apply to all Preventive Maintenance work:

- (1) **Quality of Work.** All Preventive Maintenance work shall be of journeyman quality, and all specified work items or checkpoints, servicing, corrections and reporting shall be completed correctly and in a neat and orderly fashion. At the completion of the PM, the equipment shall be in a proper operating condition and all necessary repairs made up to the Service Call limit (either 16 craft hours or \$500 in Contractor provided material costs).
- (2) **Schedule.** In accordance with paragraph C.5.b entitled "WORK SCHEDULE", the Contractor shall prepare an annual and monthly schedule indicating when the Preventive Maintenance inspections identified in Attachment J-C10 are to be performed. When scheduling Preventive Maintenance inspections the Contractor shall arrange the inspections such that any inspections other than Monthly inspections are performed AT THE SAME TIME as the monthly inspections. When an Annual PM inspection is performed, it actually consists of performing the Monthly, Quarterly, and Semi-Annual, along with the Annual PM inspections. All Preventive Maintenance services shall be completed on the scheduled date indicated in the approved Contractor work schedules.
- (3) **Checklists.** The Contractor shall use the Preventive Maintenance Checklists provided in Attachment J-C10. The Contractor shall be responsible for reproducing the required number of copies of each checklist. When the scheduled Preventive Maintenance is performed, a checklist shall be completed for each piece of equipment and two (2) copies provided to the Contracting Officer. All performed repairs and items replaced shall be listed on the checklist.
- (4) **Equipment/Systems Tagging.** During the initial Preventive Maintenance inspection each piece of equipment shall be tagged. Each tag shall contain a unique tag number, the equipment or system location and description. There shall be spaces on the tag where the Contractor can fill in whenever a PM or repair is performed. The unique tag number shall be added to the annual Preventive Maintenance plan, as the number is assigned. The tag shall remain on the equipment and be filled in each time Preventive Maintenance or repair is performed. The tag shall form a part of the Government's Quality Assurance

program for this contract. The Contractor shall provide tags, as a part of the **Recurring Work Items portion of the contract** for Preventive Maintenance work. The tags shall be preprinted and shall withstand local weather conditions. A sample tag shall be submitted to the Contracting Officer for approval before tagging begins.

C.8. NON-RECURRING WORK **ITEM REQUIREMENTS.**

Non-Recurring work is defined as maintenance, repair, construction, alteration, and other miscellaneous services **similar in scope to that included under the Recurring Work Items portion of the contract but not known in sufficient detail to be included as part of the Recurring Work Items portion of the contract.** All Non-Recurring work will be ordered by the Contracting Officer on a task order, DD Form 1155, in accordance with the "Procedures for Issuing Orders" clause, Section G. A sample DD 1155 is shown in Attachment J-C12. The Contractor will be paid a negotiated fixed-price for each task order for Non-Recurring work as specified below. Line items to support labor and materials required for the performance of the Non-Recurring Work portion of the contract are listed in the Schedule of Non-Recurring Work, Section B. For each task order issued, the Contractor shall provide an estimated price, to be negotiated, for labor hours, equipment and materials.

a. **Non-Recurring Work Requirements.** In general, the Work Requirements for all Non-Recurring work is as listed below:

- (1) **Schedule.** All Non-Recurring work shall be finished by the completion date established at the time of negotiation unless modified by issuance of a SF30, Amendment of Solicitation / Modification of Contract (Attachment J-C13). Completion dates will be based on the negotiated time requirements of the job and time for material / equipment arrival. Lack of materials, supplies, equipment, tools, and transportation shall not be an acceptable cause for unsatisfactory performance of Non-Recurring work completion dates. Non-compliance with scheduled completion dates shall be subject to deductions in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.
- (2) **Quality of Work.** The Contractor shall perform all Non-Recurring work issued by the Contracting Officer subject to the "ORDER LIMITATIONS" clause, Section I. All Non-Recurring work shall be of journeyman quality and shall be fully warranted against defects due to material or workmanship for a period of one (1) year from acceptance date in addition to any other expressed or implied manufacturer's warranties.

b. **Changes to Scope of Work in Task Orders.** If during the course of work, the Contractor encounters unforeseen conditions related to the government developed scope of work which impacts the original work and which could not be evaluated during the initial estimating procedures, the Contractor shall not proceed without the Contracting Officer's authorization. The Contractor shall provide all details and recommendations for the unforeseen condition and prepare an estimate for this portion only. The Contracting Officer may, after review and approval of the estimate, issue a modification to the original task order for the change of scope portion only.

c. **Non-Recurring Work Pricing.**

- (1) **Procedures.** The Contracting Officer will issue requests for proposals for Non-Recurring Work **Items** except for those items which after issuance, **or after beginning preventive maintenance work, will** exceed the limits of a service call (either 16 craft hours or \$500 in Contractor provided material costs). **In those instances,** the Contractor shall prepare a cost estimate for **completing the** work,

utilizing R. S. Means, or other estimating standard. The estimate shall be prepared and the cost for labor hours, material and equipment shall be itemized. The Contractor's proposal may be evaluated and compared with a Government estimate to determine if: (1) the scope has been clearly and accurately understood, (2) the estimate has been properly estimated using other industry standards with supporting data presented, (3) equipment and material direct cost estimates are reasonable, sources and approximate delivery dates are presented and properly documented, and (4) labor price has been estimated using the unit prices that were proposed. After the proposal has been reviewed, a final fixed price for the Non-Recurring work item will be established based upon negotiations. After negotiation, the mutually agreed to price shall be the price for the work. The Contracting Officer will then issue a Task Order, DD 1155, authorizing the Contractor to perform the work. The price of direct labor, equipment and material shall not be modified unless the job scope is changed and approved by the Contracting Officer issuing a SF30 to accommodate unforeseen conditions or additional customer requests. If the Contractor and the Contracting Officer fail to mutually agree upon the price for any Non-Recurring work item, the Government reserves the right to unilaterally establish the price and the Contractor may dispute the action as provided in the "DISPUTES" clause, Section I. Repeated failure by the Contractor to negotiate in good faith with the Contracting Officer for Non-Recurring work may be cause for default of the contract in accordance with the "DEFAULT" clause, Section I.

- (a) Each Request for Proposal will include the following information:
 - (i) Job Order Number
 - (ii) Date of issue by Government
 - (iii) Required Estimate Completion Date
 - (iv) Scope of Work Description and Drawings, if applicable.
 - (b) Cost estimates shall be prepared and forwarded to the Contracting Officer within five (5) working days of receipt of the request for proposal (RFP). More time may be allowed at the discretion of the Contracting Officer.
 - (c) The Contractor shall provide the following information to the Contracting Officer upon completion of ordered work:
 - (i) Description of Equipment Installed. Variations from original work specifications must have prior approval of the Contracting Officer. Invoices for purchased equipment shall include model no., serial no., and characteristics.
 - (ii) Signature of Government Representative authorized to approve equipment prior to procurement and date accepted.
 - (d) Payment for Non-Recurring Work shall be as specified in the "SUBMISSION OF INVOICES" clause, Section G.
- (2) **Preparation of Estimates.** The Contractor shall prepare an independent estimate of the labor, equipment, and material required to complete work ordered under the "NON-RECURRING WORK" paragraph, Section C. Estimates and all supporting information, documentation, and calculations shall be submitted to the Contracting Officer for evaluation of a proposal.
- (a) **Labor Estimates.** The labor estimate for required trades shall be expressed in labor hours. No additional labor hours will be included in the scope of work to

allow for mark-ups or add-ons, since these items are already included in the proposal for labor hour unit prices.

(i) **Total Labor Cost Estimate.** The total labor cost estimate shall be the sum of the labor hours multiplied by the Labor Hour Unit Price from the Schedule of Non-Recurring Work, Section B.

(b) **Material Estimates.** Material estimates shall include a detailed bill of materials establishing the size, quality, number of units, and unit prices. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The material price shall be reduced by all discounts and rebates for core value or salvage value that accrue to the Contractor and wholesale benefits. Pre-expended bin supplies and materials shall not be included in the material estimate costs. Contractor profit, overheads, travel, shipping, administrative and handling costs for acquiring material and equipment shall be included in the unit price for **Non Recurring** work. Only direct costs of materials, supplies and equipment shall be used. Three (3) vendor quotes shall be required for all individual repair parts or item of material not included in a standard vendor catalog with a purchase price over \$300.00. The Contractor shall receive price quotes from not less than three (3) competitive vendors that are regularly engaged in the supply of like parts, materials, or equipment. For those items of material not included in an approved vendor catalog that have a purchase price under \$300.00, a reasonable cost will be acceptable. Written estimates with all supporting documentation, including material prices and calculations, shall be submitted to the Contracting Officer for approval.

(3) **Invoicing.** After completion of each individual Non-Recurring work project and following final acceptance by the Contracting Officer, the Contractor shall invoice the Government for payment based on the negotiated price. Partial or interim payment during the execution of individual Non-Recurring work projects shall not be included.

d. **Unit Price Task.** A Unit Priced Task (UPT) is defined as a Non-Recurring work item which includes **all direct and indirect costs plus profit associated with performing the particular unit of work-in-place.** Construction materials and construction equipment required for the accomplishment of individual UPTs shall be included within the respective contract line item prices. The accepted proposed schedule line item unit price multiplied by the quantity ordered becomes the firm fixed price for the **Task Order.** UPTs do not require submission of cost estimates by the Contractor.

(1) **ELINs A00205, A00405, A00605, A00805 & A01005:** Snow Removal from Cooper Drive to the Main Gate. The Contractor shall provide additional snow removal service from Cooper Drive to the Main Gate **as shown in** Attachments J-C7 and J-C8. Snow Clearing and Removal shall be in accordance with Section C.6.e.

(2) **ELINs A00206, A00406, A00606, A00806 & A01006:** Electrical Outage hook/unhook TE Building. The Contractor shall provide a qualified electrician on site to provide hook up **to** a 9 Kw portable generator to the TE Building in case of a power outage and then subsequently to unhook the power generator when electrical power is restored.

(3) **ELINs A00207, A00407, A00607, A00807 & A01007:** Electrical Outage Generator Rental for TE Building. The Contractor shall provide a 9Kw portable generator that has been installed for temporary electrical support for as long as is needed until the electrical power to the TE Building is restored.

C.9. WORK DOCUMENTATION

The principal documentation required by this contract is summarized below. The listing is not all inclusive, and additional documentation may be required to fulfill the objectives of the contract.

a. **Work Scheduling.** The Contractor shall submit both the annual and the monthly work schedule of planned performance to the Contracting Officer in accordance with C.5.b(1) and C.5.b(2). Any changes to the schedules shall be coordinated with the Contracting Officer 24 hours prior to implementation.

b. **Service Interruptions.** If utility services must be disconnected (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer at least five (5) working days in advance. If the discontinued service is due to an emergency breakdown, the Contractor shall notify the Contracting Officer as soon as possible.

c. **Records and Reports.** The Contractor shall prepare, submit and maintain various records and reports as specified in paragraph C.5.b of this Section. All reports specified for submission shall be submitted in duplicate to the Contracting Officer.

d. **Contract Discrepancy Report.** The Contracting Officer may send a "Contract Discrepancy Report" (Attachment J-C14) to the Contractor, listing deficiencies in the Contractor's work. The Contractor shall inform the Contracting Officer in writing within three (3) calendar days of the receipt of the report. The Contractor shall note the action the Contractor proposes to take to remedy the deficiencies and the measures the Contractor plans to adopt, to insure that similar deficiencies will not recur in the future.

e. **Material Submittals.** The Contractor shall submit shop drawings, manufacturer's data, samples, material lists, and other required data as required by the Contracting Officer prior to incorporating the material in the work.

f. **Modification Proposals.** Proposals for contract modification shall be submitted in accordance with "MODIFICATION PROPOSALS - PRICE BREAKDOWNS" clause, Section G.

g. **Performance Evaluations.** The Government may, at its discretion, prepare Contractor's Performance Evaluation forms, Attachment J-E2, on the Contractor's performance. The Contractor may be periodically requested to comment on these reports in writing.

h. **Preventive Maintenance Checklists.** The Contractor shall carry out preventive maintenance in accordance with the checklists shown in Attachment J-C10. Two (2) copies of each PM checklist for each inspection shall be completed and submitted to the Contracting Officer within two (2) working days of each inspection.

C.10. GENERAL ADMINISTRATIVE REQUIREMENTS.

a. **Directives.** Applicable Chief of Naval Operations (OPNAV) and other directive, instructions, and regulations are listed in Attachment J-C14.

b. **Station Regulations.** The Contractor and his employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer. See Attachment J-C14.

c. **Energy Conservation.** The Contractor shall participate actively in the activity energy conservation program, and get approval from the Contracting Officer prior to using high-energy consuming tools or equipment.

d. **Fire Prevention.** The Contractor shall insure that all of its employees shall know how to report a fire. The Contractor shall observe all requirements for handling and storage of combustible supplies,

material, waste and trash.

e. **Environmental Protection.** The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with national and local laws, regulations and standards regarding environmental pollution. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by the Contractor negligence, the Contractor shall reimburse the Government for the amount of the fine and other costs. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel.

f. **Disposal.** Debris, rubbish and nonuseable material resulting from the work under this contract shall be disposed of by the Contractor at his expense off Government property. The Contractor shall dispose of all hazardous waste in accordance with **national and local laws, regulations and standards regarding disposal of hazardous waste.**

g. Safety Requirements and Reports.

- (1) All work shall be conducted in a safe manner. The Government will not provide safety equipment to the contractor.
- (2) Prior to commencing work, the Contractor shall meet in conference with the Contracting Officer to discuss and develop mutual understandings relative to administration of the Safety Program.

(a) Accident Prevention Plan (APP)/Activity Hazard Analysis (AHA)

Accident Prevention Plan (APP)

The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be followed by all Contractor employees, subcontractors, and vendors at each service site.

The APP shall follow the format and include all elements addressed in Appendix A of EM-385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.

The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analysis (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.

(b) Activity Hazard Analysis (AHA)

Activity Hazard Analysis (AHA)

The Contract shall prepare Activity Hazard Analysis (AHAs) for all common recurring activities performed under this contract. AHAs shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for **Non Recurring** and one-time (e.g., task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:

For **Recurring Work Items** contract modifications where changes are germane to the original contract, the Contractor shall revise applicable AHAs

and submit to the Contracting Officer within 15 calendar days after modification is signed.

For combination **Recurring Work Items/Non-Recurring Work Items** contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the **Recurring Work Items** services.

AHAs shall follow format of Figure 1-2 of EM-385-1-1 and shall explain the following as detailed in the EM-385-1-1:

The steps of the service process;
Identify potential hazards that exist as a result of the Contractor's service process within the environment;
Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;
Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;
Inspection requirements to assure service activity is safe; and
Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.

During performance of services the Contractor shall periodically review the AHA at each service site and for each work type to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the Contracting Officer for review and acceptance.

- (3) The Contractor's workspace may be inspected periodically for Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor will provide assistance to the Safety Office escort and the **national or local** inspector if a complaint is filed. Any fines levied on the Contractor by **national of local** safety offices due to safety/health violations will be paid promptly.
- (4) The Contractor shall report to the Contracting Officer exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Contracting Officer within 24 hours of their occurrence.
- (5) The Contractor shall submit to the Contracting Officer a full report of damage to Government property and/or equipment by contractor employees. All damage reports shall be submitted to the Contracting Officer within 24 hours of the occurrence.
- (6) Emergency medical care is not available in Government facilities.

h. Security Requirements.

- (1) The Contractor shall comply with all activity security requirements. On request, the Contractor shall submit the name and address of each employee hired for work on this contract.
- (2) Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which

could result in or increase the likelihood of the possibility or breach of the activity's security or interrupt the continuity of its operations.

- (3) Disclosure of information relating to the services hereunder to any person not entitled received it, or failure to safeguard any classified information that may come to the Contractor or any person under his control in connection with work under this contract, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C., Section 793 and 798.
- (4) All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, will be directed to the Contracting Officer.
- (5) Deviations from or violation of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.
- (6) Please ensure that suppliers and shippers have complete information. They must have a contract number, title, and point of contact. The Government is not authorized to accept deliveries.

i. **Access to Buildings/Facilities.**

- (1) The Contractor is responsible to obtain access to buildings and facilities and arrange for them to be opened and closed.
- (2) Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday.
- (3) The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his employees. If the Contracting Officer determines that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the Contracting Officer has reasonable cause to believe that the combination has been compromised by the Contractor employee.

j. **Contractor Employees.**

- (1) The Contractor shall provide the Contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the Contractor.
- (2) The Contractor shall furnish sufficient personnel to perform all work specified within the contract.
- (3) Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
- (4) The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

(5) All employees shall pass a background check by the RCMP.

k. **Identification of Contractor Employees.** All contractor/subcontractor employees working under this contract shall be identified by distinctive name plate, emblem, or patch attached in a prominent place on an outer garment.

l. **Identification of Contractor Vehicles.** Each Contractor provided vehicle shall show the Contractor's name so that it is clearly visible and shall at all times, display a valid state license plate and safety inspection sticker, if applicable. Contractor vehicles operated on Government property shall be maintained in good repair.

m. **Permits.** The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable federal, national, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences.

n. **Warranty of Services.** The "Warranty of Services" clause, Section I, is hereby modified as follows: "...The Contracting Officer will give written notice of any defects of non-conformance to the Contractor within three working days from the date of acceptance by the Government."

o. **Employment of Navy Personnel Restricted.** In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

p. **Insurance.**

(1) At the pre-performance conference, the Contractor shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR 52.228-05, "INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)" clause, Section I. This insurance must be maintained during the entire performance period.

COVERAGE

- (a) **Comprehensive General Liability:** \$500,000 per occurrence,
 - (b) **Automobile Liability:** \$200,000 per person; \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage.
 - (c) **Workmen's Compensation:** As required by workers' compensation and occupational disease statutes.
 - (d) **Employer's Liability Coverage:** \$100,000.
 - (e) Other as required by Canadian law.
- (2) The Certificate of Insurance shall provide for thirty days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.