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3.1.9.1 General Requirements for Fire Protection.

The Contractor shall perform monthly visual inspections of all fire detection and fire protection systems within the COBRATF. Any discrepancies found during the visual inspections shall be reported immediately to the COR. In addition, the Contractor shall include in the Monthly Progress Report a monthly fire protection system "visual inspection report annotating discrepancies found during the monthly visual inspection and the current conditions of all fire protection systems within these facilities. The Contractor shall perform routine maintenance, cleaning, and repair of fire sensors. The Contractor is responsible for the inspection and testing of fire suppression and sprinkler systems once every calendar quarter. The Contractor shall maintain records in a logbook of these quarterly tests and inspections.

3.1.9.2 Fire Prevention Qualified Personnel.

For all work on fire protection systems, the Contractor or subcontractor shall be licensed by the state of Alabama to perform work on that system. Prior to commencing work, the Contractor shall submit written verification of licensing by the state of Alabama. A qualified technician shall be present and in responsible charge during all inspections, testing, and any authorized maintenance.

3.1.9.3 Fire Alarm Technician.

Any technician to be assigned to fire alarm systems shall be qualified in accordance with all applicable codes. The Contractor shall submit to the COR written verification of qualification for each fire alarm technician.

3.1.9.4 Fire Sprinkler Technician.

Any technician to be assigned to fire extinguishing systems shall be qualified in accordance with all applicable codes. The Contractor shall submit to the COR written verification of the qualification for each fire sprinkler technician.

3.1.9.5 Fire Alarm Systems.

The Contractor shall inspect, test and maintain fire alarm systems according to the latest NFPA codes for the type of system installed. The Contractor shall acquire manufacturer's catalog cuts on all equipment installed, assemble internal wiring diagrams showing points of connection terminal points, wiring color code and/or tag notation, and acquire manufacturer's instructions for trouble shooting the systems in the event of malfunction.

3.1.9.6 Inspections.

All equipment shall be visually inspected to insure that the systems have not been damaged, that the batteries are clean and free of corrosion and that any detector, heat and/or smoke, is clean and free of any dust, lint, paint, or substance which may affect its proper operation. The fire alarm control panel connections and wiring terminals shall be checked to insure that all

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points are correctly installed and that none are loose, stripped or frayed. The Contractor shall develop and maintain a log of the inspections and tests performed. This log shall indicate, at a minimum: date tested; building number; name of facility; type of system or area covered by the system tested; and type of devices actuated. This log shall also indicate any modifications which have been performed since the last inspection and the maintenance and/or repairs required, if any, to return the system(s) to a working condition. The Contractor shall conduct inspections according to NFPA code requirements, recommendations, and specifications. Any deficiencies noted such as an incorrect arrangement or inadequate coverage shall be reported to the COR.

3.1.9.7 Modifications.

All modifications shall be approved and/or tested and accepted by the COR and shall be inspected and tested by the Contractor to insure compliance with the appropriate NFPA standards as well as compatibility with the existing fire alarm equipment.

3.1.9.8 Testing.

The Contractor shall notify the Assistant Director of the COBRATF, the COR, the CDP Safety Office and the CDP Security Office in writing at least one (1) day prior to testing. The Contractor is to provide a testing schedule, by component, as part of the Preventive Maintenance Schedule.

3.1.9.9 Test Equipment.

The Contractor shall provide all equipment, materials, and instruments required for thorough testing of the systems.

3.1.9.10 Required Methods for Testing Fire Sprinkler Systems:

3.1.9.10.1 Valve Operation.

Operate all control valves, test valves, drain valves etc, to insure proper operation and that all valves reseal themselves properly. Check that rising stem valves do in fact operate their valves.

3.1.9.10.2 Fire Water.

One (1) day prior to shutting off of any fire protection valve, the Contractor shall notify the COR, and the CDP Safety Office, of the location of the valve and of the expected duration of the shut off. The COR must approve the shut-off of any system that will remain off for more than 8 hours or during an overnight period.

3.1.9.11 Emergency Repairs.

Upon notification, the Contractor shall respond to and perform the emergency repairs necessary to return the system to working order within a period of 24 hours.

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3.1.10 Pest, Insect and Rodent Control.

The Contractor shall provide service to maintain the COBRATF in an insect, pest, and rodent-free condition.

3.1.10.1 Chemicals, Materials, and Devices.

The Contractor shall use chemicals, poisoned baits, traps and other materials or devices as appropriate to control and eliminate insects, termites, roaches, spiders, scorpions, bats, snakes, rodents, birds, and other pests in or around the facility. Contractor use of such chemicals, materials, or devices shall not present a menace or hazard to public health and welfare or be detrimental to humans, domesticated animals, endangered species, or protected species.

3.1.10.2 Approvals and Reports.

The Contractor shall obtain approvals from the COR and CDP Safety Office before the use of such materials, chemicals, or devices. Included in this report shall be the intended use of each chemical, material, and device, and current copies of the Manufacturer's Safety Data Sheet (SDS). The Contractor shall provide one copy of the SDS to the CDP Safety Office. The Contractor shall report the utilization of such chemicals as part of the Monthly Progress Report. As a minimum, the Contractor shall include the date of use, the type of material, chemical, or device used, the amount used, and the location of use.

3.1.10.3 Application.

The Contractor shall ensure that the person(s) applying pesticides is properly trained for such work. The Contractor shall also ensure the applicator has the proper permits and licenses (federal, state, local) for the work to be accomplished.

3.1.10.4 Pesticides.

The Contractor shall use only those controls which comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 135 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972, Public Law 92-526 (86 Stat. 973) and the regulations issued there under. If poisoned baits are used, the COR shall be notified in advance of the dates and locations in which such baits will be present.

3.1.10.5 Household Pests.

Household pests are defined as ants, clothes moths, fleas, flies, roaches, rodents, ticks and any other pests other than wood destroying organisms. The Contractor shall provide household pest control services to all buildings covered by this contract. Household pest control services consist of all the requirements listed in the most current household Pest Control Guidelines which the Contractor shall maintain in its Technical Library.

3.1.10.6 Initial Service.

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The Contractor shall inspect the premises to locate any infestation and provide intensive treatment to eliminate any existing problems during the first month of the contract.

3.1.10.7 Follow-up Service.

The Contractor shall make additional inspections and provide treatment as needed, at least once each month for the duration of the contract.

3.1.10.8 Annual Inspection.

The Contractor shall annually inspect all buildings covered by this contract for wood destroying organisms. This inspection must fulfill all the requirements listed in the most current guidelines. The Contractor shall submit a written report of findings to the COR within fifteen (15) days of completion of inspection(s).

3.1.10.9 Safety Precautions.

If poisoned baits are used, the Contractor shall notify the COR in advance of the dates and locations in which baits will be present. Contractor employee(s) shall follow all directions, instructions and precautions on pesticide labeling and in manufacturer provided literature without deviation. Contractor employee(s) shall take all reasonable measures to avoid accidental injury or poisoning of humans and domestic animals, including the removal and proper disposal of any spilled or unused pesticides and all pesticide containers. The Contractor shall properly label all containers holding pesticides in accordance with appropriate OSHA guidelines and provide information to the CDP Safety Office regarding all chemicals used.

3.1.11 Recycling Services.

The Contractor shall manage recycling of excess materials, debris from construction/demolition resulting from a project. Recycling of other materials such as cardboard, aluminum products, glass and plastic bottles, computer paper, bound paper, bulletins, flyers and newsletter, colored paper, envelopes, fax paper, pamphlets, message pads, writing tablet paper, phone books, and newspaper is to be coordinated with the CDP Facilities Operations and Support Services (FOSS) Contractor in order to maintain continuation of this service.

3.1.12 Wastewater Treatment.

The Contractor shall provide the necessary labor, parts, supplies and materials to operate, repair and maintain the complete wastewater treatment system of the COBRATF. The Government will furnish to the Contractor, the wastewater treatment operation and maintenance manuals. The principle function of the wastewater treatment system is to adjust the pH of the contaminated wastewater as necessary and check for agent levels prior to incineration. Caustic is used to raise the pH in the wastewater tank. These chemicals will be utilized if any agents are detected in the wastewater or if the wastewater is outside the 2.5 12.5 pH range. After the influent tank pH meets the above specifications, portions of the wastewater shall be pumped to the incinerator.

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3.1.12.1 Waste Water Permit.

The wastewater shall be managed based on its solid waste classification and applicable ADEM permit(s) (e.g. IAW with RCRA hazardous waste regulations, ADEM State Indirect Discharge Permit, or ADEM Incinerator permit).

3.1.12.2 Wastewater Inspection.

Contractor investigation of wastewater treatment system problems during service calls shall be thorough and shall include all related systems and equipment necessary to assure correction of the problem and continuing proper operation of wastewater treatment systems. The Contractor shall inspect, operate and maintain these systems and all components in a safe, efficient reliable operating condition consistent with manufacturer's recommendations. All materials and equipment furnished shall be the same type, grade, quality and size as the original. The Contractor shall maintain a historical master log on all wastewater treatment systems to include gauge readings, fluid levels. The Contractor shall also maintain a daily operation log on wastewater treatment systems to annotate daily activity.

3.1.12.3 Equipment Alterations.

The Contractor shall not alter operations or equipment without first obtaining written permission from the COR.

3.1.12.4 Daily Log.

The Contractor shall maintain a daily operating log for all important operating parameters such as pH, flows, tank levels and pressures while the facility is in operation.

3.1.12.5 Wastewater Analysis.

The Contractor shall provide wastewater holding tank samples for environmental analysis. Samples shall be drawn when the wastewater holding tank reaches 80% of capacity or prior to that point as needed. If the wastewater samples are within drinking water standards for nerve agent levels, and the pH is within normal range, the Chemical Agent Manager (CAM) or designated representative will authorize incineration of the wastewater tank contents.

3.1.12.6 Wastewater Samples.

The Contractor shall take two samples of wastewater and shall provide them to the onsite chemical laboratory to be checked for the presence of agent as needed. Two samples of the wastewater will be sent to an independent laboratory semiannually to be analyzed for all EPA Toxicity using standard EPA procedures. Metal analyzed shall be given in parts per million for silver (AG), arsenic (AS), barium (Ba), cadmium (Cd), chromium (Cr), mercury (HG), lead (Pb), selenium (Se), cobalt, cyanide, iron, nickel, tin,

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zinc, aluminum, and total metals. The Contractor shall furnish five (5) copies of the results of analysis to the COR.

3.1.13 Water Treatment.

The Contractor shall provide the necessary labor, parts, supplies and materials to operate, repair, and maintain complete water treatment and distribution systems of the COBRATF. The principle function of the water treatment system is to prevent scale and corrosion and consists of a water softener and at least three chemical feed packages. The water softener consists of two softeners in parallel. The softeners are supplied with automatic regeneration controls and equipment. A typical package chemical feed system consists of a tank, mixer, controls and two chemical feed pumps. The Government will provide to the Contractor, water treatment operation and maintenance manuals. The contractor shall operate the water treatment system in accordance with the chemical vendor recommendations, manufacturers' recommendations and the operation and maintenance manuals

3.1.13.1 Water Treatment Investigation.

Contractor investigation of water treatment problems during service calls shall be thorough and shall include all related systems and equipment necessary to assure correction of the problem and continuing proper operation of water treatment. The Contractor shall inspect, operate and maintain these systems and all components in a safe, efficient reliable operating condition consistent with manufacturer's recommendations. All materials and equipment furnished shall be the same type, grade, quality and size as the original. The Contractor shall maintain a historical master log on water treatment. The Contractor shall also maintain a daily operation log on water treatment to annotate daily activity.

3.1.13.2 Altering Equipment.

The Contractor shall not alter operations or equipment without first obtaining written permission from the COR

3.1.13.3 Water Treatment System Operation.

The Contractor shall be responsible for the proper operation of the water treatment systems. The Contractor shall maintain the water quality within the limits of manufacturer's recommendations. Manufacturer's recommendations include water treatment chemical suppliers, water treatment equipment manufacturers and equipment manufacturer's recommendations. The Contractor shall obtain these written recommendations and water quality limits. The Contractor shall furnish one (1) copy to the COR.

3.1.13.4 Water Treatment Log.

The Contractor shall maintain a daily operating log for all important operating parameters such as pH, flows, concentrations, tank levels and pressures.

3.1.13.5 Spill Plan.

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The Contractors personnel shall be thoroughly knowledgeable with applicable spill contingency plans and procedures. These personnel shall be trained in spill prevention, containment, neutralization, safety and emergency notification procedures. Potential spill sources are as follows:

- Water Treatment Chemical Unloading
- Water Treatment Chemical Storage Areas
- Water Treatment Chemical Storage Tanks
- Chemical Feed Pumps and Piping
- Effluent Tank
- Caustic Tank
- Piping associated with the above tanks

3.1.13.6 Applicable Environmental Laws and Regulations.

The Contractor shall be familiar with and comply with all applicable environmental laws and regulations.

3.1.14 Incinerator and Autoclave Systems.

The Contractor shall provide the necessary labor, parts, supplies and materials to operate, repair, and maintain the complete incinerator and autoclave system of the COBRATF except as specified. The incinerator systems basic functions are to dispose of treated wastewater, contaminated HEPA filters, contaminated carbon filters, contaminated solid waste, biological waste, and to reclaim the generated heat. The Government will provide to the Contractor, incinerator and autoclave operation and maintenance manuals.

3.1.14.1 Autoclave Operations.

The Contractor shall operate the Steam Autoclave System to process over garments for reutilization in accordance with applicable standard operating procedures and environmental laws. Contractor shall provide maintenance and repair the autoclave as necessary, and provide supplies, peripherals, etc. for over garment bar coding system.

3.1.14.2 Investigations.

Contractor investigation of incinerator and autoclave system problems during service calls shall be thorough and shall include all related systems and equipment necessary to assure correction of the problem and continuing proper operation of the incinerator and autoclave systems. The Contractor shall inspect, operate and maintain these systems and all components in a safe, efficient reliable operating condition consistent with manufacturer's recommendations. All materials and equipment furnished shall be the same type, grade, quality and size as the original. The Contractor shall maintain a historical master log on the incinerator and autoclave

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systems. The Contractor shall also maintain a daily operation log on all incinerator and autoclave systems to annotate daily activity.

3.1.14.3 Altering Equipment.

The Contractor shall not alter operations or equipment without first obtaining written permission from the COR or designated representative.

3.1.14.4 pH Adjustment.

The wastewater pH shall be adjusted as required and pumped to the incinerator at flow rates and conditions specified by the incinerator manufacturer

3.1.14.5 HEPA Filters.

As determined by periodic air monitoring of filter units, or semiannual testing, the Contractor shall remove the contaminated HEPA and carbon filters and transport the filters to the contaminated material storage room. The Contractor shall then incinerate the filters.

3.1.14.6 Solid Waste Incineration.

The Contractor shall package contaminated solid waste and transport contaminated waste to designated material storage room. This waste will consist of such things as over garments, gloves, boots, and hoods. The Contractor shall receive solid waste from other CDP Contractors, e.g. blood lab biological waste from the medical support Contractor. All solid waste streams for incineration shall be characterized IAW 40 CFR 261 and managed accordingly. No RCRA hazardous waste will be incinerated. Incinerator residues will be similarly characterized and managed accordingly. The incinerator will be operated in full compliance with the ADEM MSW air permit.

3.1.14.7 Compliance.

The contractor shall be familiar with and comply with all applicable federal and state environmental laws, regulations and Alabama Department of Environmental Management permits (e.g. Air Permit, etc.).

3.1.14.8 Characterization and Disposal.

The contractor shall characterize all solid waste prior to disposal (e.g. hazardous, universal, non-hazardous, etc.) and treat and dispose of each waste based on its regulatory classification. The contractor shall maintain records of all solid waste characterization and disposal.

3.1.14.9 Shipment Manifest.

All hazardous waste shipment manifests will be signed by a CDP federal employee. Non-hazardous waste shipment records may be signed by the contractor but must be maintained and available for review.

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3.1.14.10 RCRA Hazardous Waste.

The contractor shall ensure that no RCRA hazardous waste is incinerated.

3.1.14.11 Samples.

Contractor shall take one sample of ash and scrubber brine from each batch run and send them to be analyzed for all relevant VOC and Metals EPA Toxicity constituents using standard EPA procedures and maintain records of all analysis reports. In addition to the RCRA TCLP metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver) the following constituents will be measured: cobalt, cyanide, iron, nickel, tin, zinc, aluminum, and total metals.

3.1.14.12 Analysis Results.

A copy of each analysis shall be provided to the COR within 3 days of receipt. If test results show ash exhibits hazardous characteristics exceeding legal standards, the contractor shall contact the COR within one hour of receipt for guidance. The contractor shall furnish one copy of the results of analysis to the COR within twenty-four hours of this verbal notification.

3.1.14.13 Waste Disposal.

The contractor shall dispose of ash and other solid waste at an Alabama Department of Environmental Management approved facility permitted to treat, store, and/or dispose of the waste classification (e.g. hazardous, universal, non-hazardous, etc.).

3.1.15 Filter Exhaust System.

The Contractor shall maintain the filter exhaust system in a condition to perform the required functions at all times; to prevent the systems from deteriorating in effectiveness and usability; and to provide replacements that shall be of a quality at least equal to the original in workmanship and material.

3.1.15.1 Theory of Operations.

The Contractor shall be thoroughly familiar with the theory of the filter exhaust system and the products currently available for those systems.

3.1.15.2 Operational Requirements.

The Contractor shall ascertain the operation requirements for the filter exhaust system from manufacturer's recommendations and COBRATF operating policies and procedures. The Contractor shall adhere to these parameters and operate the systems in the most economical manner available.

3.1.15.3 Installed Systems.

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The Contractor shall study the characteristics of the installed equipment and systems, the location of all system components, the controls and regulating points, and manufacturer's operation, maintenance and troubleshooting instructions.

3.1.15.4 The Filter Exhaust System.

The Filter Exhaust System consists of Pre-filter, HEPA and Carbon Filters in stainless steel bag-out housings, exhaust fans with variable frequency drives, isolation dampers, variable volume exhaust damper units, stainless steel connecting ductwork, and a 75 foot tall discharge stack. The Contractor shall furnish the government with all procurement requests for the filter exhaust system including the pre-filters. The government is responsible for the procurement of all filters.

3.1.15.5 Non-Ozone Depleting Freon Challenge.

The Contractor shall conduct a non-ozone depleting Freon challenge of each filter bank every 12 months or when the HEPA filters are changed. Filters indicating agent breakthrough shall be replaced by the Contractor. Contractor shall be responsible for the operation and maintenance of all air filter systems.

3.1.15.6 Demand Maintenance.

Demand Maintenance - Filter Exhaust Systems. The Contractor shall repair or replace all systems and/or components of systems which in the course of use become broken, fail to work properly, fail to work efficiently or require work to minimize the possibility of failure.

3.1.15.7 Emergency Maintenance.

Emergency Maintenance - Filter Exhaust Systems. The Contractor shall repair or-replace all systems and/or components of systems which the COR identifies as critical to the operation of the facility.

3.1.15.8 Preventive Maintenance.

Preventive Maintenance - Filter Exhaust Systems. The Contractor shall provide required preventive maintenance for all filter exhaust systems. Preventive maintenance applies generally to filter exhaust systems and shall be implemented to maintain the facility in a constant state of operability.

3.1.15.9 MINICAMS.

The miniature chemical agent monitoring system (MINICAMS) and the depot area air monitoring system (DAAMS) are used to monitor the filter systems periodically for agent break through. These filter systems shall be replaced in accordance with the filter manufacturers bag-in/bag-out procedure. The Contractor shall decon to 3X, transport and store filters for waste disposal.

3.1.16 Sewer Systems.

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The Contractor shall provide the necessary labor, parts, supplies and materials to operate, repair and maintain the complete sewer systems and sewers of the COBRATF. There are two types of sewer systems at the COBRATF which include contaminated and non-contaminated. The contaminated sewer serves the training area and the laboratory. It consists of gravity sewers, two lift stations and force mains to the wastewater treatment influent tank. The non-contaminated sewer consists of gravity sewers, package lift station and force main to existing sewer. The Government will provide to the Contractor, sewer system operation and maintenance manuals.

3.1.16.1 Inspection.

Contractor investigation of sewer system problems during service calls shall be thorough and shall include all related systems and equipment necessary to assure correction of the problem and continuing proper operation of sewer systems. The Contractor shall inspect, operate and maintain these systems and all components in a safe, efficient reliable operating condition consistent with manufacturer's recommendations. All materials and equipment furnished shall be the same type, grade, quality and size as the original. The Contractor shall maintain a historical master log on all sewer systems. The Contractor shall also maintain a daily operation log on the sewer systems to annotate daily activity.

3.1.16.2 Altering Operations.

The Contractor shall not alter operations or equipment without first obtaining written permission from the COR.

3.1.16.3 Compliance.

The Contractor shall be familiar with and comply with all applicable environmental laws and regulations.

3.1.17 Water Storage System.

The Contractor shall provide the necessary labor, parts, supplies and materials to operate, repair and maintain the complete water storage system of the COBRATF. The Government will provide to the Contractor, water storage system operation and maintenance manuals.

3.1.17.1 Inspection.

Contractor investigation of water storage system problems during service calls shall be thorough and shall include all related systems and equipment necessary to assure correction of the problem and continuing proper operation of the water storage system. The Contractor shall inspect, operate and maintain these systems and all components in a safe, efficient reliable operating condition consistent with manufacturer's recommendations. All materials and equipment furnished shall be the same type, grade, quality and size as the original. The Contractor shall maintain a historical master log on the water storage system. The Contractor shall also maintain a daily operation log on the water storage system to annotate daily activity.

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3.1.17.2 Altering Operations.

The Contractor shall not alter operations or equipment without first obtaining written permission from the COR or designated representative

3.1.17.3 Compliance.

The Contractor shall be familiar with and comply with all applicable public health and environmental laws and regulations.

3.1.17.4 Water Storage Samples.

The Contractor shall sample water at least quarterly for total coliform. The Contractor shall furnish one copy of the results to the COR. Should the bacteria count exceed state regulations, the Contractor shall resample at the pump house, water storage tank, and other distribution system key points. Based on these results, the Contractor shall disinfect all areas suspected of having poor water quality. This procedure shall be repeated until satisfactory samples are obtained.

3.1.18 Safety Control Panel.

The Contractor shall provide the necessary labor, parts, supplies and materials to repair and maintain the equipment associated with the safety control panel in accordance with federal regulations, existing COBRATF SOPs / operating manuals and policies. The control panel contains remote controls and sensors for all critical environmental controls and alarms to ensure the safe conduct of daily operations and training. This facility is used to train Responder personnel in Weapons of Mass Destruction (WMD) Response. The rooms used to decontaminate chemical warfare agents are classified as "hot areas. The "hot area is defined as the training area. It is anywhere chemical agent has been stored, used, or disposed.

3.1.18.1 Hot Area Maintenance.

The Contractor shall have responsibility for maintenance in the "Hot area with exception of laboratory instruments. Contractor personnel shall be required to dawn Government provided Level "C" air purifier and outer garments prior to entering "Hot area. Work shall be performed so as not to conflict with training (normally between 7:30 am and 3:30 pm).

3.1.18.2 Leak Resistant Seals.

The Contractor shall maintain the leak resistant doors and electrical interlocks that are provided between "hot and "cold areas in the training building.

3.1.19 Replacement, Modernization, and Renovation Projects.

During the term of the contract, the Government may replace, renovate, or improve equipment, systems, facilities, components, and fixtures at the Government's expense and by means not

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associated with this contract. All replaced, improved, updated, modernized, or renovated equipment, fixtures, facilities, components, and systems shall be maintained, operated, and/or repaired by the Contractor at no additional cost to the government unless such changes result in an increase or decrease in contract requirements. Changes, replacements, or deletions which result in an increase or decrease in contract requirements will result in adjustments to the contract price in accordance with the "CHANGES" clause.

3.1.20 Specific Requirement for Compressed Gases.

Each compressed gas cylinder will consist of a metal tank with standard CGA valve fittings for the type gases contained. Each cylinder will be legibly marked for the purpose of identifying cylinder contents. The metal tanks will be cylindrical and of standard size. Each cylinder will be constructed to withstand an internal gas pressure of 3,000 psi without leakage or rupture and will be pressurized to 2,500 psi (+/- 100 psi) of the appropriate gas at time of delivery. Each cylinder will have labels and markings to meet all safety and regulatory requirements of the type gas contained. Size and number of cylinders will vary.

3.1.20.1 Gases will be of the following purity.

All gasses must have a minimum purity of 99.995%. Gasses for Gas Chromatograph (GC) systems using either a mass spectrometer or an Electrolytic conductivity detector (EICD) must have a minimum purity of 99.999%. Hydrocarbons cannot exceed 0.5 ppm.

3.1.20.1.1 Plumbing Requirements.

Contractor shall use either copper or stainless steel tubing that is free of grease, oil and organic material for all gasses delivered to the GC Systems in the NEAT and Chemical Laboratories to maintain purity. The Contractor shall use Teflon line from the filter to the Miniature Continuous Air Monitoring Systems (MINICAMS) to allow for plumbing flexibility without degradation of operation.

3.1.20.1.2 Cylinder Tags.

Contractor shall tag each cylinder with a batch analysis made by the Contractor.

3.1.20.1.3 Cylinder Delivery.

Contractor shall be required to coordinate deliveries of cylinders to the COBRATF on an as required basis. The Contractor will coordinate delivery of cylinders to designated location, off load cylinders at storage location and load empty cylinders. Receipts for each delivery must be maintained within the Contractors records and made available to the Government. The Contractor shall respond to service or resupply requests within three working days of notification for service or resupply.

3.1.21 Packing, Marking and Storage.

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3.1.21.1 Packaging Requirements.

The Contractor shall preserve, package, pack and mark all items in accordance with the best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

3.1.21.2 Color Coding.

Color coding normally used by the Contractor will be acceptable on Contractor-owned cylinders.

3.1.21.3 Portable Cylinders.

All portable cylinders used for storage and shipment of compressed gases shall be constructed, labeled and maintained in accordance with the regulations of the U.S. Department of Transportation, 49 CFR, Parts 171 through 179.

3.1.21.4 Portable Cylinder Gases.

Compressed gases in portable cylinders shall be stored in accordance with NFPA 55.

3.1.22 Recycling Services.

Any revenue gained as a result of recycling shall be credited on the monthly invoice.

3.1.22.1 General Requirements.

The Contractor shall coordinate all necessary recycling arrangements with the CDP Facilities Operations and Support Services (FOSS) Contractor in order to maintain continuation of this service.

3.2 Safety Management.

3.2.1 Safety.

3.2.1.1 Plans, Policies, Procedures.

The Contractor shall adhere to all approved CDP safety plans, policies and procedures to include but not limited to the following under Section J:
CDP Safety Plan (COBRATF), Attachment 24

CDP Heat & Cold Stress Plan, Attachment 27

CDP Workplace Safety & Health Policy, Attachment 28

The Contractor shall adhere to all approved safety plans, policies and procedures directed by agencies governing CDP operations to include but not limited to:

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Department of Homeland Security (DHS)

Federal Emergency Management Agency (FEMA)

Occupational Safety and Health Administration (OSHA)

National Fire Protection Agency (NFPA)

National Electrical Code (NEC)

Environmental Protection Agency (EPA)

Alabama Department of Environmental Management (ADEM)

Nuclear Regulatory Commission (NRC)

- U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1

These requirements shall be incorporated into the contractor's safety and health program. All accidents/incidents shall be reported in accordance with (IAW) current CDP Safety Plan. If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer or designated representative may stop all or part of the work until corrective action has been taken.

3.2.1.2 Contractor Safety Program.

Upon commencement of work under this contract, the Contractor shall implement a suitable safety program for employees performing work under this contract. As part of the safety program, a contract specific safety plan shall be created that describes the Contractor's safety program and identifies compliance with international, federal and state regulatory safety requirements applicable to the scope of this contract. The Contractor shall include a site specific monthly safety audit schedule. This safety plan shall be in writing and a copy shall be furnished to the COR for approval within thirty (30) calendar days after contract award.

3.2.1.3 Risk Assessment.

The Contractor shall perform and prepare a written risk assessment document for all employee related operations and work assignments under the scope of this contract. This risk assessment shall include a Job Hazard Analysis (JHA) for each titled position. This job hazard analysis shall include but not be limited to the following information: job title, job location, task description, hazard description, hazard controls to include required PPE, training required for position, and date of analysis. Each JHA shall be reviewed in a timely manner, not to exceed twenty-four (24) months, to ensure changes to task description, hazard description, hazard controls and training requirements have not occurred. A written report of any changes will be provided to the COR within 5 days

3.2.1.4 Standard Operating Procedures.

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The Contractor shall develop and implement standard operating procedures (SOP) in writing to ensure that all operations under this contract are completed safely, with no adverse impact on the environment and meet all applicable international, federal, state and local regulations and standards. Copies of all SOPs will be provided to the COR. These documents become the property of the government.

3.2.1.5 Visitor Safety Briefings.

The Contractor shall be responsible for conducting COBRATF site safety briefings for all visitors as scheduled by the COR.

3.2.1.5.1 Safety Representative.

The Contractor shall designate an on-site safety representative(s) who shall be available (on-call) twenty-four hours a day, seven days per week. The safety representative(s) shall have the authority to speak for and act for the Contractor in all safety related matters and shall be prepared to meet with Government personnel at a designated CDP facility within 30 minutes during normal working hours (Monday through Friday between 7:30 a.m. and 4:30 p.m.) and within 2 hours of request outside normal working hours.

3.2.1.6 Employee Training.

Each employee working under this contract shall attend a mandatory CDP New Employee Brief when scheduled by the government. Each employee shall attend mandatory automated external defibrillator (AED) and cardio pulmonary resuscitation (CPR) training when scheduled by the government. Each employee shall receive all required training as designated by the JHA for the position hired before being allowed to begin work in that position. All personnel operating CDP vehicles as part of their job description shall attend defensive driving training developed and delivered by the Contractor prior to use of CDP vehicles; additionally, all personnel required to obtain Department of Transportation (DOT) licenses as part of their job description shall do so prior to operation of CDP vehicles requiring such licenses as mandated by DOT regulations.

3.2.1.6.1 Safety Training.

Each employee shall complete required training as mandated by regulatory agency standards (i.e., respiratory protection, blood borne pathogens, hazard communications, confined space, fall protection). The Contractor shall maintain a record of all training completed by contracted personnel and will facilitate access to these records for inspection purposes by the COR and/or inspections by outside regulatory agencies.

3.2.1.7 Reporting.

3.2.1.7.1 Accident/Incident.

The Contractor shall report all accident/incidents occurring while performing work under this contract in accordance with CDP Accident/Incident Reporting Policy under Section J,

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Attachment 29; additionally, the Contractor shall record/report all employee accidents in accordance with 29 CFR 1904 Recording and reporting occupational injuries and illness.

3.2.1.7.2 Plan, Policy, Procedure Changes.

The Contractor shall provide the CDP Safety Office all changes/revisions to contract specific safety plans, policies and standard operating procedures for review.

3.2.1.7.3 Safety Personnel Changes.

The Contractor shall notify the COR and CDP Safety Office of all changes to Contractor safety staff.

3.2.1.8 Equipment and Storage.

3.2.1.8.1 Inspection, Testing & Calibration.

The Contractor shall ensure that all equipment used under the scope of this contract is properly inspected, tested and calibrated as required by regulatory guidelines. The Contractor shall maintain a tracking system for all equipment that requires routine maintenance, inspection, testing, and/or calibration. The Contractor will facilitate access to the tracking system records for inspection purposes by government employees designated by the COR and/or inspections by outside regulatory agencies.

3.2.1.8.2 Placards, Labels & Markings.

The Contractor shall properly placard, label "and or "or mark all items including but not limited to: vehicles, storage areas, containers, materials, devices and structures as required by regulatory agencies to include: Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA) and Nuclear Regulatory Commission (NRC).

3.2.1.8.3 Hazardous Materials/Substances.

The Contractor shall notify the Government ten (10) days prior to bringing any hazardous material/substance as defined by 29 CFR 1910, 29 CFR 1926 or 49 CFR 172.101 onto a CDP sponsored work/training site. The Contractor shall ensure that all contracted personnel, CDP employees, students and/or visitors exposed or potentially exposed to any material/substance meeting the definitions of the above referenced regulations will be properly trained in accordance with 29 CFR 1910.1200 Hazard Communication and shall maintain a materials safety data sheet (SDS) for all materials/substances.

The Contractor shall only use pesticides that meet federal and state regulations for pest control at the COBRATF. The Contractor shall properly label all containers holding pesticides with the name and strength of the chemical agent and provide information to the CDP Safety Office on all chemical products purchased/used.

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3.2.1.8.4 Flammable and Combustible Liquids.

The Contractor shall ensure that all flammable and combustible liquids are handled, stored, transported and disposed of in accordance with 29 CFR 1910.106 Flammable and Combustible Liquids.

3.2.1.8.5 Hazardous Waste

The Contractor shall dispose of spent fuels, batteries, tires, and other hazardous waste. All waste will be taken to an approved disposal area off-site. The Contractor shall pay all fees associated with the removal and disposal of hazardous waste. Any refunds gained by the Contractor will be credited to the government via invoice.

3.2.1.9 Subcontractor(s).

3.2.1.9.1 Safety Briefing.

The Contractor shall ensure that all subcontractors to the scope of this contract receive a subcontractor safety briefing to include but not limited to the following information: Contractor safety points of contact information, local emergency agencies contact information and knowledge of established CDP plans, policies and procedures applicable to sub contracted scope of work.

3.2.1.9.2 Qualifications and Training.

The Contractor shall ensure all subcontracted personnel have the required training, certifications and experience as required by applicable regulations applicable to subcontracted scope of work.

3.2.1.9.3 Licenses and Permits.

The Contractor shall ensure all subcontractors possess the proper licenses and permits required by the local governing agencies to perform subcontracted work.

3.2.1.10 Safety Enforcement.

If the Contractor fails to comply with safety requirements, the COR or Safety Representative, may stop all or part of the work until corrective action has been taken. No part of the time lost due to any such order will be made the subject of a claim by the Contractor for extension of time or for reimbursement of excess costs or damages.

3.2.1.10.1 Damage Liability.

The Contractor shall be held liable for actions taken by contracted personnel that result in damage to facilities, government property, the surrounding environment or result in harm or injury to CDP employees, students and visitors.

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3.2.1.11 Electrical Safety.

The Contractor shall comply with National Fire Protection Association (NFPA) 70: National Electrical Code and NFPA 70E: Standard for Electrical Safety in the Workplace, when working on or around electrical equipment or systems or switchgear equipment. The Contractor shall ensure that any and all areas restricted to qualified personnel are secured and properly labeled.

3.2.1.12 Lockout/Tag Out.

The Contractor shall develop a lockout/tag out program in accordance with 29 CFR 1910.147. The program shall include all anticipated energy sources, including but not limited to, electric City, steam, pressurized fluids, and mechanical energy. The Contractor shall communicate the Lockout/Tag out program to all other affected Contractors.

3.2.1.13 Boiler/Pressure Vessel Operation and Inspection Standards.

Boiler/Pressure Vessel Operation and Inspections shall be performed under a separate contract by a third party inspection company.

3.2.1.13.1 Inspections and Tests.

Boiler inspections shall include internal and external (operating) inspections and tests described in Chapter 2, Inspection of Boiler and Pressure Vessels, of NBIC. The Contractor shall require the inspector to complete Inspection Report of Boiler form for each boiler inspected. The Contractor shall have unfired pressure vessels with design operating pressure in excess of 60 pounds per square inch (psi) and a capacity in excess of 15 gallons inspected annually. The Contractor shall complete Inspection Report of Unfired Pressure Vessels form for each unfired pressure vessel inspected. A Certificate of Inspection form shall be completed and posted on or near the equipment. Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, who shall be employed by an independent firm specializing in boiler and unfired pressure vessel inspections.

3.2.1.14 Backflow Prevention Devices.

The Contractor shall maintain all existing backflow prevention devices and certify them as prescribed by Federal, State, and Local laws, ordinances, and regulations. If no Local requirement exists, a certified inspector shall inspect all existing backflow prevention devices on an annual basis, record the inspection as a work order in the CMMS and provide certification of proper operation to the CO or COR. While the Government will generally pass on to the Contractor backflow testing notices received from Local water districts or other Local authorities, the Contractor is responsible for timely completion and submission of such test results regardless of receipt of such notices. In addition to other requirements, backflow prevention devices used on water-based fire suppression systems shall be inspected, tested, and maintained in accordance with NFPA 25.

3.2.1.15 Potable Water Systems.

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The Contractor shall comply with The Safe Drinking Water Act, PL 99-339, as amended, and the Environmental Protection Agency Safe Drinking Water regulations (40 CFR 141.43, Sections A and D), which address the quantity of lead allowable in new installations or repairs to existing drinking water systems and or plumbing. Potable water systems that are repaired, modified, serviced, or breached in any way shall be disinfected and flushed as needed prior to returning the system to service. Contractor is required to comply with all Federal, State, and Local codes in the operation, treatment, and testing of potable water systems.

3.2.1.16 Labeling and signage.

The Contractor shall maintain the labeling of existing equipment, pipes, storage areas, containers, confined space, and workspaces as well as associated signage, in accordance with OSHA standards to ensure labels are visible and not obliterated. Any equipment, pipes, etc., newly installed by the Contractor require labeling and signage per OSHA standards shall be labeled immediately upon completion of the installation and maintained throughout the Contract period.

3.2.1.17 Refrigerants.

The Contractor shall control refrigerants and maintain records in accordance with EPA, and air quality management standards. The Contractor shall take appropriate immediate action and report leaks to the CO or COR. The Contractor shall maintain and test refrigerant monitors, alarms and purge ventilation systems as part of the maintenance program. Testing shall use appropriate media to test sensors as well as alarm circuitry. Refrigerant control logs shall be updated as required, and a copy sent to the CO or COR. The Contractor shall also maintain a set of logs onsite and make this set of logs available to government inspection.

3.2.1.18 Scheduling and Recordkeeping.

The Contractor shall maintain copies of all tests, certifications, permits and other required records, and provide copies to the CO and COR. In addition, all required safety and environmental tests; certifications, permits, and other procedures required in this document shall be scheduled in the CMMS work order system and documented in the CMMS or by other means if a CMMS is not available.

3.2.1.19 Disruptive or Hazardous Tools.

The COR shall approve use of impact tools and power-actuated tools during normal working hours. Burning or welding equipment may be used outside of the welding shop, only with a Welding/Hot Work Permit signed by the Safety Officer or COR. A Welding and Burning Permit shall be issued in advance for each day welding or burning is performed.

3.2.1.20 Blood-Borne Pathogens Exposure.

The Contractor shall be responsible to determine which job classifications or specific tasks and procedures involve reasonably anticipated contact with blood or other potentially infectious materials and for providing protections of 29 CFR 1910.1030 to those employees. The Contractor shall take into account all circumstances of potential exposure and determine which

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employees may come into contact with sharps, blood, or other potentially infectious materials during the normal cleaning of rooms/offices, stripping of beds, and handling of laundry from initial pick-up through laundering. The Contractor shall include as part of its safety plan a program specifically addressing blood-borne pathogens, as it pertains to the likely exposures to employees.

3.2.1.21 Medical Treatment

Contractor employees who suffer on-the-job injury may be initially evaluated and stabilized by CDP medical personnel. Follow-on or routine medical treatment is the responsibility of the Contractor or Contractor employee.

4 Special Requirements.

The Contractor shall adhere to all the requirements of this "Special Requirements" section of the PWS. This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Security, Privacy, and Proprietary Data.

The Contractor shall adhere to all security, privacy, and proprietary data requirements of this contract to ensure the security and safety of the mission. This section describes the security for this effort. The following sub-sections provide details of various considerations on this effort.

4.1.1 Security.

The Contractor shall adhere to the security requirements set forth in the PWS and other identified in contract.

4.1.1.1 Security Clearance.

The security clearance required for this contract is: Unclassified.

4.1.1.2 Privacy Act.

This agreement may require the Contractor employees to safeguard data in accordance with the Privacy Act (5 USC 522a).

4.1.1.3 Contractor User Security Agreement.

The Contractor shall acknowledge that during the term of this requirement, all Contractor employees may be required to sign some form of Contractor User Security Agreement. The Contractor agrees to have all Contractor employees sign the agreement. The Contractor shall further agree that they will comply with this requirement (if required) at no cost to the CDP. Contractor employees shall be required to complete DHS, FEMA and/or CDP security specific training as directed by the Government.

4.1.1.4 Security Requirements (Non-classified Contracts).

The Contractor shall provide the full names, social security numbers and dates of birth of all prospective Contractor employees through the COR to the CDP Security Office at least three weeks prior to anticipated employment start date. Using the information provided, the CDP

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Security Office which will conduct applicable records checks and inform the Contractor of all favorable records checks. Those applicants whose local records are unfavorable are not eligible for employment with any DHS Contractor. The Contractor shall establish appointments with the CDP Security Office for approved applicants to complete fingerprint cards. These fingerprint cards will be processed through FEMA Office of Personnel Security and the Federal Bureau of Investigation (FBI). After the fingerprint check results are adjudicated and received, the CDP Security Office will notify the COR and Contractor. Unfavorably adjudicated applicants are not eligible for employment with any DHS Contractor. The Contractors Human Capital/Resource office shall provide completed Contract Fitness/Suitability Screening Request forms to the CDP Security Office for approved applicants. The CDP Security Office will forward these forms to the FEMA Office of the Chief Security Officer (OCSO) for processing. FEMA OCSO will initiate the prospective employee's electronic background investigation process (eQIP) via email directly with each applicant. The CDP Personnel Security Specialist will furnish instructions and assist each employee, as needed, in completing the on-line eQIP forms. When these forms are completed, the applicant must electronically release the documents for processing, and concurrently print and provide/submit the eQIP signature pages to the CDP Personnel Security Specialist for processing. The applicant will then be fingerprinted and that set of documents will be forwarded to the FEMA OCSO for processing. Once received/acknowledged by FEMA OCSO, the applicants may be issued a CDP employee identification badge and begin employment. Background investigations will then be conducted by the Office of Personnel Management and results provided to the FEMA OCSO and CDP Personnel Security Specialist. The CDP Personnel Security Specialist will provide final suitability determination notifications to the COR and Contractor. Should the final suitability determination for any employee be unfavorable, the Contractor shall immediately remove said employee from further employment on any DHS contract.

4.1.1.5 Lock and Key Control.

Keys, proximity cards, remotes, and security codes will be issued to the Contractor as appropriate. The Contractor shall receive, account for, and maintain all lock and key control items used within the scope of this contract. The number of keys issued will be limited to the minimum number required to meet requirement specified in this contract. The Contractor shall develop a lock and key control plan for management of these items and submit the final written plan for COR approval within 30 days after contract award. This plan shall become a part of the Contractors Quality Control Program.

Requests for key, proximity card, and remote transmitter duplication shall be reported to and approved by the COR. If approved, the key will be duplicated by the Contractor in support of the CDP Armed Security Guard Services Contractor. The Contractor is not authorized to duplicate COBRATF administrative and O&M keys issued by the CDP, duplicate keys will be made by the CDP FOSS contractor. Chemical surety key and lock maintenance is the responsibility of Government. The Contractor shall report loss or unauthorized duplication of Government issued access control items to the COR or designated representative within 2 hours of learning of the loss or duplication.

Should the security of a facility become compromised by the loss of a lock and key control item by Contractor employees, the Contractor shall be responsible for the cost of re-keying/coding of locks or lock/code replacement as determined appropriate by the CDP Security Office. In the

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event a master key is lost or duplicated, all locks and keys for that system shall be replaced at the expense of the Contractor responsible for the loss.

Contractor employees shall not allow anyone the use of any Government access control item(s) in their possession. They shall not open locked rooms or areas to permit entrance by persons other than Contractor employees performing assigned duties. Any room found unlocked shall not be left unattended. The room shall be locked by Contractor personnel and/or the appropriate security personnel notified.

4.1.1.6 Proprietary Data.

In the performance of services under this contract, the Contractor employees shall perform operations on data containing sensitive proprietary information. All inquiries regarding operation systems, data base controls and contents, passwords or other matters shall be referred to the COR.

4.1.1.7 Sensitive But Unclassified/for Official Use Only (FOUO) Information.

The Contractor will comply with CDPs published policies concerning sensitive but unclassified/FOUO information in accordance with DHS Management Directive 11042.1 and its successors.

4.2 Phase-in/Phase-out.

The Contractor shall adhere to the requirements in 52.237-3 -- Continuity of Services, insuring that the services under this contract are continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The contractor shall follow the transition plan submitted as part of the proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor shall plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

The contractor submitted plan shall include but not limited to the following:

- Training program for successor contractor with dates of transferring responsibilities
- Schedule for overall transition period detailing milestones for tasks/responsibilities to be transferred
- List of suppliers/vendors with contact information, outstanding and projected orders for supplies and/or services
- Subcontract agreements in place that affect this contract
- Current list work plans for current and upcoming tasks/projects

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- Schedule a detailed walk through identifying major infrastructure and conducting process demonstrations, as required, focusing on major infrastructure such as: HVAC/air handling, autoclave, package boilers, security/fire systems, electrical systems, municipal waste incineration, water tower, sewer systems.

4.2.1 Phase-In/Startup.

The Contractor shall become acquainted with all available information regarding difficulties that may be encountered and the conditions under which the work of this contract must be accomplished. The Contractor shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required because of failure to investigate the conditions or to become acquainted with all information concerning the services to be performed. The Contractor shall provide phase-in services within **30** days of the contract start date to assist transitioning between Contractors. The purpose of this phase is to permit a transition that is seamless to the tenants and to assess the condition of the building and incomplete maintenance work at the time of Contractor transition. Within the **10** days of the startup phase the Contractor shall submit a schedule and staffing plan for the phase-in. This plan shall describe, by week, work to be accomplished. At the end of each week during the startup phase the Contractor shall submit a letter report describing work accomplished.

4.2.1.1 Phase-In Duties.

During this period the Contractor shall provide phase-in duties as described below and in the following sections:

- a. Revise and submit to the CO or COR by the end of the startup phase an updated building operating plan.
- b. Inspect the condition of all equipment and systems for which the Contractor will assume responsibility.
- c. Review work order history and equipment inventory information.
- d. Complete the government-furnished CMMS training.
- e. Update the preventive maintenance schedule. The new periodic maintenance schedule shall be based off of the last time PMs were performed.
- f. Develop and submit to the COR by the end of the startup phase the initial deficiency list report, including an itemized estimate for correcting each deficiency as described in Section 4.2.1.2, Existing Deficiency Inspection /Initial Deficiency List.
- g. Complete the government-furnished CMMS training.
- h. Complete the Annual Energy and Water Efficiency Report.

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4.2.1.2 Existing Deficiency Inspection/Initial Deficiency List.

The existing deficiency inspection and list is meant to identify and document all deficiencies that exist in the equipment and systems covered by this performance work statement, but that will not be repaired during routine preventative maintenance and includes the Contractor's itemized price for correcting each deficiency. This inspection is required to be documented in the CMMS.

4.2.1.2.1 Initial Inspection.

The Contractor and the CO or COR shall make a complete and systematic initial inspection together during the phase-in period of the contract that will include all mechanical, electrical, fire protection and life safety systems, environmental systems, including but not limited to USTs and structural storm water best management practices (including drains, oil/water separators, etc.) and utility systems and equipment, windows, doors, and other structural features for which maintenance and repairs are covered by this performance work statement. The purpose of this inspection shall be to discover and list in an existing deficiency list report all deficiencies that may exist in the equipment and systems covered by this performance work statement, as well as the Contractor's itemized price (including, but not limited to labor, materials, overhead, and profit) for correcting each deficiency. The Government may elect to have all or any part of this work performed by the Contractor (at the price or prices quoted), by Government employees, or by other Contractors. The existing deficiency list report shall not include any items that would be replaced, repaired, or adjusted during the performance of normal preventive or predictive maintenance.

4.2.1.2.2 Initial Deficiency List.

The Contractor shall submit an initial deficiency list report not later than **60** days after phase in period, to the COR. Any dispute between the Government and the Contractor as to classification of initial deficiency list report items will be resolved under the Disputes Clause in this document. The Contractor's itemized estimates for correcting each deficiency shall remain in effect for **30** days *after* submission of the initial deficiency list report. Deficiencies discovered after the submission of the initial deficiency list report will not be considered pre-existing for purposes of this Contract, unless equipment is operational and cannot be secured and inspected. Any piece of equipment or system that cannot be inspected shall be highlighted at the beginning of the deficiency list stating why it cannot be secured and inspected. An estimate of when the Contractor reasonably expects to be able to inspect the piece of equipment shall be provided. Nothing in initial deficiency list clause shall be construed as diminishing the obligations imposed by this Contract upon the Contractor to operate any deficient item (to the extent operable) or to adjust or maintain any such item.

4.2.1.3 Familiarity with requirements.

Become thoroughly familiar with work requirements and work procedures.

4.2.1.4 Personnel Hires.

Complete personnel requirements including the hiring of personnel to assure satisfactory performance.