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4.2.1.5 Employment Clearances.

Obtain employment suitability clearances.

4.2.1.6 Training requirements.

Complete training requirements.

4.2.1.6.1 IT Security Training.

All new employees: New Employee Indoctrination and CDP IT Security Training.

4.2.1.6.2 Government provided training.

The following types of Government furnished employee training are required in order to perform under this contract. Government training will include, but are not limited to the following training:

- Chemical agent and biological material related training
- The wear and use of protective equipment
- Self-aid and first aid for agent poisoning
- Communications and emergency response procedures

Additional training requirements that may be required from time to time as deemed necessary by the Government under this contract will be furnished by the Government. Training completion records of all employees training shall be maintained by the Contractor and made available to the Government upon request.

4.2.1.7 Finalize Quality Control Plan.

Finalize the development of site specific Quality Control Plans and procedures.

4.2.1.8 CDP Computer Maintenance Management System (CMMS).

The Contractor shall become proficient in the navigation and standard operating procedures for the CDPs computer maintenance management system (CMMS) to effectively manage work orders, schedule preventive maintenance, track inventory, etc. User accounts and permissions for the CMMS will be established through Contractor coordination with the CDP Information Technology (IT) section. Currently, Enterprise Asset Management (EAM) 7i is being used as the CMMS. The Government will be responsible for providing training to the Contractor should there be software changes or the use of a different CMMS.

4.2.1.9 Total Job Requirements.

During the phase-in period, the Contractor's representative and the COR shall make an onsite, in-depth review of the total job requirements. The Contractor shall be allowed access to the facilities to familiarize supervisors, key personnel, and staff with equipment reporting, work scheduling and procedures (including operations, priorities, safety, security, etc.). Arrangements for access to the Government facilities shall be made with the COR.

4.2.1.10 Finalize Work Plans.

Finalize development of necessary work plans and procedures.

4.2.2 Phase-out.

The Contractor shall establish and implement plans for an orderly phase-out of the contracted operations at the termination of this contract, to include transfer of Government Furnished Property/Equipment back to the Government. The Contractor shall submit a Phase-out Plan to the CO and COR for evaluation 60 days prior to the last day of the contract. The Contractor's phase-out procedures shall not disrupt or adversely impact the day-to-day conduct of Government business. When the Contract ends, the Contractor shall cooperate with the incoming Contractor during a phase-out period. For planning purposes, the Contractor shall assume a phase-out period of **30** days. During this phase-out period, the Contractor shall:

- a. Assist the CO or COR and incoming Contractor for a seamless transition in operations and maintenance with no adverse effect on the building tenants;
- b. Provide the CDP and the successor Contractor with access to all records and official documentation (both hard copies and electronic as applicable) required by this Contract;
- c. Provide training to the successor Contractor on methods of accessing and programming the building automation system (BAS) and other control systems; and
- d. Show the successor Contractor where all archived programs and systems literature are maintained. On the last performance day of the Contract, the Contractor shall turn over to the COR or government official all keys and identification badges or cards.
- e. Coordinate and complete disposal, cleanup, and transfer of all materials according to applicable laws.
- f. Provide all data records (database files, spreadsheets, etc.) relating to building systems, assets, work orders, permits, work activities, etc. to the Government. The Government owns all data compiled under this Contract or ancillary to this Contract.

4.2.2.1 Deficiency List Completion.

The Government may create a deficiency list of unmet Contractual requirements at or near the time of termination of the Contract. The Government may employ the services of another Contractor in the development of the list and upon completion provide the Contractor with a copy of work not completed, to include the monetary value the Government has assigned for each item. The Government retains sole discretion over whether to charge the Contractor for the monetary value of the list in whole or in part or to request corrections by the Contractor. If the Government elects to request corrections by the Contractor, the Contractor shall have until the end of the Contract period to perform such corrections and may invoice for funds withheld on acceptance of the corrections by the Government. Nothing in this Section shall be construed to limit the Contractors liability or restrict the Government from reporting unsatisfactory or problematic performance by the Contractor.

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4.3 Government Furnished Facilities, Property, Equipment, Materials, and Services.

4.3.1 Government Furnished Property (GFP), Equipment and Material.

In accordance with the "Government Property clause, the Contractor shall utilize all Government owned facilities, equipment, materials, and utilities in connection with this contract. Land, facilities, equipment, material and utilities provided by the Government shall be used only for performance of work related to this contract. All such facilities, equipment and materials will be provided in "as is" condition. The Contractor shall provide an updated listing on an annual basis, or when receipts and transfers warrant an update, for GFP and equipment identified under Section J, Attachment 11. The annual property report shall include:
Contract Number and Contractor Name

Property Number

Property Nomenclature, Serial Number and Model Number

4.3.2 Responsibility and Accountability.

The Contractor shall be directly responsible and accountable for all Government property in their possession in accordance with the requirements of this contract and FAR 52.245-1; this also includes Government property in the possession or control of a subcontractor. The Contractor shall establish and maintain a system to control, protect, preserve and maintain all Government property within their responsibility. This property control system shall be in writing unless the COR or Government Property Administrator (GPA) determines that maintaining a written system is unnecessary. This system shall be reviewed and if satisfactory, approved in writing by the GPA and COR.

4.3.2.1 Completion Inventory.

Upon completion of this contract, the Contractor shall submit, in a form acceptable to the contracting officer, inventory schedules covering all items of Government property not consumed in the performance of this contract.

4.3.3 Government Provided Vehicle.

The Contractor shall use Government provided vehicles for official purposes only in the performance of their contract. Under no circumstances may the vehicle be used for transportation between residence and place of employment. The Contractor will pay any expense or cost, without Government reimbursement, for using such motor vehicles for other than in the performance of the contract.

4.3.3.1 GOV License.

It is the responsibility of the Contractor to have procedures to identify employees who are authorized to operate Government vehicles, i.e. employee identification identifying the operator as an authorized Contractor employee and a valid state, District of Columbia, or territorial motor vehicle operator's license for the type of vehicle to be operated such as a Commercial Driver's License (CDL).

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4.3.3.2 Driving Offences.

Contractor employees who operate Government vehicles must obey all the motor vehicle laws of the state and local jurisdiction in which they are operating. If a contract employee is fined or otherwise penalized for an offense while performing official duties, payment is the Contractors responsibility.

4.3.3.3 GOV Security.

It is the responsibility of the Contractor to store Government vehicles as to provide reasonable protection from pilferage or damage. All unattended Government vehicles must be locked when unattended.

4.3.3.4 GSA Fleet Card.

The Contractor is responsible for ensuring that purchases made with the motor vehicle charge card provided for each CDP vehicle are for official use only. The Fleet Charge Card is only used for fuel and minor maintenance. When not in use, all Fleet Cards are to be secured in a locked cabinet or drawer.

4.3.3.5 GOV Accident Reporting.

The Contractor is responsible for reporting any Government motor vehicle accidents per the procedures outlined in the Motor Vehicles Accident Reporting Kit furnished in each Government vehicle. Government vehicle accidents must be immediately reported, within 24 hours, to the COR. Other damage sustained to a Government vehicle must be immediately reported, within 24 hours, to the COR. If a determination is made by the COR that the Contractor is at fault for accidents or damages to a Government vehicle, the Contractor will be held liable for the cost of repair.

4.3.3.6 GOV Maintenance.

The Contractor shall control and operate assigned Government vehicles in accordance with GSA requirements and CDP Vehicle Management Procedures under Section J, Attachment 12. The Contractor shall ensure that vehicles in their care are maintained in a clean and safe manner. The CDP Asset Management office will notify the Contractor of vehicles scheduled maintenance requirements. Maintenance is funded by the Government and the Contractor is responsible for ensuring all vehicles receive scheduled maintenance at the Government approved service provider.

4.3.4 Government -Furnished Facilities.

The Government will furnish or make available to the Contractor the facilities described herein. A layout and information for the Government available facilities is provided under Section J, Attachment 13. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. The Government may make such improvements and alterations as it may deem necessary or desirable-including improvements and alterations necessary to conform to applicable health and sanitary requirements. At the completion of the contract, all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor is responsible for determining the adequacy of a facility for storage or other use. If a facility is not considered appropriate for storage of a particular product or material, the Contractor must notify the COR and request an alternate storage site. The Contractor shall be

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held responsible for the cost of repairs caused by negligence or abuse on its part, or on the part of its employees. The Contractor will take appropriate steps to conserve and minimize energy use and utilities in all facilities.

4.3.4.1 Facilities Changes.

Recommendations for changes to a Government owned and provided facility, to include structural changes or a change in current utilization, must be approved by the COR. Contractor will submit a request, with justification, of any proposed changes to classrooms, offices, storage areas, or other facilities to the COR for review and approval. The Contractor will identify requirements for additional facilities to meet requirements of this contract to the COR with justification to include validation that currently allocated facilities do not have the capacity to meet the identified requirement(s).

4.3.4.2 Office Space.

Adequate office space will be provided to the Contractor to be used by the Project Manager and other management and administrative staff as deemed appropriate by the COR.

4.3.4.3 Storage.

The Government will furnish adequate space to the Contractor for the storage of inventory which is to be used in the performance of work under this contract. Provided storage facilities shall be used exclusively for the support of this contract. The Contractor will maintain this space in a neat, clean and orderly condition, in compliance with applicable fire and safety codes. The Government will not be responsible for damage or loss to the Contractor's stored supplies or materials. All hazardous materials shall be stored in accordance with applicable safety requirements. The Contractor will identify any special requirements for shelves, racks, utilities, and other facility modifications or improvements to the COR with clear explanation of requirement and justification.

4.3.4.4 Miscellaneous Space.

Miscellaneous Space. Space for miscellaneous or specialized functions such as equipment issue, and maintenance will be designated. Contractor will identify additional requirements for space with justification and technical specification to the COR for review and approval.

4.3.5 Government-Furnished Equipment.

The Government will provide the Contractor with the equipment and materials listed in Section J, Attachment 11. The listing of GFE shall not be construed as being sufficient or adequate to meet the requirements of this contract. The Contractor shall provide any additional or state of the art equipment needed to perform the requirements of this contract. Unless otherwise provided in this contract, the Contractor assumes all risk of loss and shall be responsible for any loss or damage to Government property provided under this contract and shall report loss or damage to the COR within 24 hours of occurrence. The Contractor and the COR or Asset Management Specialist shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government furnished property and equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the COR and Asset Management Specialist.

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Equipment Condition Assessment:

During the performance of the requirements of this Contract the Contractor shall note the condition and efficiency of building equipment and systems on an ongoing basis in the CMMS. Any equipment or systems that the Contractor determines are reaching the end of their life cycle shall be brought to the attention of the COR. When requested, the Contractor shall complete and submit to the COR an itemized equipment condition assessment with their recommendation for equipment or system upgrades or replacements (that has reached end of their life cycle) , including a text description of each recommended upgrade or replacement and their life cycle cost analysis that shall include estimated project cost. The equipment condition assessment reports shall be produced in Word, Excel, or PDF format and submitted electronically as an email attachment to the COR.

4.3.5.1 Government Furnished Equipment Maintenance.

It is the Contractors responsibility to utilize Government property as it was authorized. The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use with contract-funded dollars; the total or partial breakdown or failure of the Government furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Cleaning, adjustment, calibration, repair and preventive maintenance programs should be established as necessary to prolong the useful life of the property. Upon completion or termination of the contract, all Government owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. In accordance with FAR part 45, the Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse by the Contractor or his/her employees. Such replacement equipment may be used or reconditioned, and with Government approval, may be leased but must fully replace the GFE in terms of functionality. For the purposes of this contract, "exclusive use" means that the equipment has been accepted by the Contractor and that the operation and control of the equipment is usually restricted to Contractor employees or its subcontractors, except in cases of extreme emergency. Government property must be stored and used in areas that protect it from damage, deterioration and destruction due to the elements, careless handling and other conditions. Government property must be secured and physically protected as necessary to prevent loss, theft or unauthorized movement.

4.3.5.2 Sensitive and Pilferable Property.

Sensitive property is defined as property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals. It is highly susceptible to misuse, loss or theft. Pilferable property is defined as property with data storage capability, portable property and property that can be easily converted for home use or has a high potential for theft, and all property authorized for processing and/or storing classified information. Property of these types are considered accountable regardless of their acquisition costs.

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4.3.5.3 Controlled Property.

Government property not meeting standards to be considered accountable, but still requiring control of its use is considered controlled property. Examples of this property include but are not limited to durable hand tools, drills, drill bits, hammers, wrenches and protective equipment such as goggles, welding hoods, and hard hats. The Contractor shall put controls in place for this type of property such as internal hand receipts, sign out sheets, etc.

4.3.5.4. Equipment Inventory.

The Contractor shall:

- a. Maintain and update the building equipment inventory and equipment labeling.
- b. Maintain equipment inventory and maintenance records in a CMMS.
- c. Maintain the asset identification system currently used for new and replacement equipment unless the Government provides a different. Some asset identification systems include bar-coding, Radio Frequency identification (RFID), or other equipment tagging.
- d. Collect and maintain an inventory of: (1) all equipment of types that require maintenance or certifications pursuant to the PBS Maintenance Standards or applicable code requirements, (2) equipment which is operated through a sequence of operations, (3) electronic controllers and network devices, (4) sensors, (5) Agency owned sensors , if applicable.
- e. Collect and maintain the following equipment data: Equipment ID, Equipment Type, Equipment Description, Asset Identification Code, Manufacturer, Model Number, Serial Number, Equipment Status, Building Number, and Location.
 - 1) The Contractor shall provide all data to the Government in a format approved by the COR with certification that the inventory is complete and accurate. For facilities where the Government provides a CMMS, the government-provided CMMS is the required format for providing inventory data.
 - 2) The Contractor shall annually certify that the Maintained Building Equipment Inventory is up to-date and submit the certified inventory to the COR.
 - 3) The Contractor shall update equipment data when equipment is added, removed, or retrofitted as part of a project, or discovered by Government or the Contractor.
 - 4) The Contractor shall review and update equipment records including asset information, maintenance records and preventive maintenance records any time maintenance is performed on a piece of equipment.
 - 5) The Contractor shall report to the COR changes to the asset inventory and preventative maintenance schedule within five working days of collecting and gathering equipment information.

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Omissions on existing inventory do not relieve the Contractor from the responsibility for the maintenance of the equipment. If the inventory data does not meet Contract requirements, action to withhold payments will take place. The Contractor may request equitable adjustment pertaining to physical changes in building equipment and submit to the CO or COR for consideration.

4.3.5.5 Physical Inventory.

The Contractor is responsible for conducting an annual 100% physical inventory of all GFE including any GFE in the custody of a subcontractor. An inventory schedule and hand receipt listing will be furnished by the Asset Management Office. Barcodes and serial numbers for each item must be verified from the hand receipt listing. Condition and location of property should be also annotated on the hand receipt listing for verification of property records. If excess items are found, they should be documented and reported to the Asset Management Office. If shortages are found, a recount should be done. If after the recount shortages still exist, the Contractor must report the property item/items to the Asset Management Office as "lost Government property. The GPA shall review and monitor physical inventories.

4.3.5.6 Lost, damaged, destroyed or stolen Government property.

Unless otherwise provided by the contract, the Contractor is liable for any lost, damaged, or destroyed (LDD) Government property except for reasonable fair wear and tear. The Contractor shall submit a report of any incident of LDD contract property to the GPA in accordance with FAR 52.245-1, as soon as it becomes known. When theft of Government property is suspected or known, the Contractor shall report the theft to the GPA and to the proper law enforcement entity and obtain a police report or an internal security report. This report shall be attached to the report of incident that is submitted to the GPA.

4.3.5.7 Receipt of Government Property.

When property is furnished by the Government (Government Furnished Property) or acquired by the Contractor (Contractor Acquired Property) and placed in the Contractors custody, the Contractor becomes accountable and responsible for that property until relieved in writing by the CO. The Contractor shall utilize the CDP central receiving point located at 40 Twill Lane, Anniston, AL for all contract purchased deliveries. Before taking receipt of Government property, the Contractor shall verify the quantity and nomenclature or the item/items received matches the item/items and nomenclature that was ordered. If shipping discrepancies or damaged material is discovered, the Contractor shall report the discrepancy to the vendor for Contractor acquired property (CAP) or to the Accountable Property Officer for GFP no later than 24 hours after receipt of the discrepancy or damaged material. The Contractor shall provide the Asset Management Office with receipt documentation for all CAP that is considered accountable. A legible signature and date received must be clearly annotated on the receipt document. A barcode will be placed on the item/items by Asset Management personnel and the property will be posted to the Contractors hand receipt. Government furnished property (GFP) that is considered accountable shall be issued by the Asset Management Office to the Contractor. The Contractor must sign and date the receipt documentation before taking possession of the property.

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4.3.5.8 Government Property Transfers.

The Contractor shall not transfer Government property from the contract to another individual, Contractor, or agency without prior approval from the Accountable Property Officer and designation in writing from the contracting officer. Transfers will not be authorized unless the Government property is no longer required in the current contract or such excess exists that it is in the best interest of the Government to transfer the excess for use in another contract.

4.3.5.9 Equipment Warranties.

Typically the Government will receive one-year and extended warranties on equipment and systems. Warranties begin on the date of warranty-approved installation. Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while under warranty of the manufacturer or the installer without prior approval of the COR. The Contractor shall inventory, maintain warranty documentation and track such warranties, as well as the warranties on future equipment/systems purchased and installed throughout the life of the contract. The Contractor will maintain a warranty log, which outlines the appropriate warranty information for each piece of equipment component or part installed under this contract. The Contractor shall advise the COR on whether inoperable or broken equipment is under warranty. Warranty information on equipment installed may be obtained from the Government if available.

4.3.6 Government Utilities.

The Government will furnish at no cost to the Contractor the following utility services at existing outlets, for use in those facilities provided by the Government and as may be required for the work to be performed under the contract to include, but not limited to; electricity, natural gas, water, and sewage service. Information concerning the location of existing outlets may be obtained from the COR. The Government will contract and pay for telephone services, with the exception of long distance telephone toll charges for corporate business. Charges for corporate business shall be the Contractor's responsibility. The Contractor may have a telephone line installed for long distance calls. Further, it shall be the Contractor's responsibility to monitor and supervise the use of the Government furnished telephone(s). Any long distance telephone toll charges, incurred by other than authorized Contractor personnel, will remain, nonetheless, the responsibility of the Contractor. Utilities used by the Contractor shall only be used for performance of work related to this contract. The Contractor must report all new/additional utility requirements to the contracting officer.

4.4 CONTRACTOR FURNISHED PROPERTY, SUPPLIES AND SERVICES.

4.4.1 Contractor-Furnished Property, Equipment and Material.

The Contractor shall furnish all consumable supplies except for those specifically identified in the contract as Government furnished. The Contractor shall ensure that all equipment used under the scope of this contract is properly inspected as required by regulatory guidelines. The Contractor shall maintain a tracking system for all equipment that requires routine maintenance, inspection, testing, and cleaning.

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4.4.2 Contractor-Furnished Supplies.

The Contractor shall provide all administrative materials, and consumable supplies such as paper, pens, ribbons and office supplies, required to accomplish the requirements as described in the PWS.

4.5 Mail, Parcels and Freight.

Mail, parcels, and freight costs are paid for by the Government. Unless specifically justified and approved, all mail and parcels will be sent through the United States Post Service (USPS). All USPS outgoing mail and parcels will be processed through the CDP Mail Center. Mail and parcels requiring specific delivery dates and/or receipt tracking will be sent via approved DHS express delivery services. These services must be requested and approved by CDP Asset Management personnel. Freight shipments must be requested and approved by CDP Asset Management personnel. The Contractor will coordinate with CDP Mail Center personnel for pick-up/drop-off of freight.

4.6 Quality.

This section describes the Quality Control components for this effort. The following sub-sections provide details of various considerations on this effort.

4.6.1 Quality Control.

The Contractor shall develop a QCP and maintain an effective quality control program to ensure services are performed in accordance with the contract and this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which he assures himself that his work complies with the requirement of the contract.

The finalized QCP shall be submitted for acceptance by the Government within 30 days of the award. The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Government's review and approval. The Government may find the QCP "unacceptable" whenever the Contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.6.2 Quality Assurance Surveillance Plan Program.

The Government may inspect the Contractor using a quality assurance program through random inspections, scheduled inspections, or any other method of inspection that the Government determines reflects the actual successful performance of this Contract. As part of the Government's quality assurance program, the Government may:

- a. Review and, if warranted, reject any reports or other submittals required from the Contractor.

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b. Review performance and service records, including, if applicable, but not limited to monthly progress reports, BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this Contract, and require correction of any unsatisfactory conditions noted.

c. Determine the adequacy of the Contractors quality control program and documentation and the overall success of this program. The Government may order improvements if it determines the programs are insufficient or ineffective.

d. Obtain tenant satisfaction survey information and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in Contract requirements.

e. Conduct random and routine physical inspections of facility equipment and systems, to include programs and files maintained on computers and Contractor onsite offices and work areas, and require correction of deficiencies noted.

f. Perform inspections with Government personnel or independent third party inspectors.

In general, the QASP sets forth the expected outcomes (objectives) of the contract, the service(s) required of the Contractor to achieve the objectives and a performance standard per outcome. Positive/negative incentives may be applied based on performance.

4.6.2.1 Contractor Performance.

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other Contract requirements, and the Contractors record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

4.6.2.2 Methods.

The use or nonuse of any quality assurance methods (e.g., a measurement and verification (M&V) program) by the Government will not constitute a waiver of or excuse from Contract requirements. The Government may implement or change quality assurance measures at any time during the term of the Contract.

4.6.2.3 Records and Files.

All records and files that this Contract requires the Contractor to maintain shall be made readily accessible to Government representatives, including third party Contract inspectors, on request. All records and files utilized or generated during the course of the Contract by the Contractor, including all standard operating procedures and building operating plans, shall become the property of the Government (this excludes employee personnel files and company financial information).

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4.6.2.3.1 Reference Library.

The Contractor shall maintain a comprehensive reference library that includes building design or record documents, renovation or equipment retrofit design or record documents, maintenance reference documents, applicable NFPA codes and standards, fire protection system as-built drawings, fire protection system operations and maintenance manuals with copies of approved submittals, fire protection system parts list, fire protection system zoning scheme, fire protection system sequence of operation matrix, HVAC Operations Manual (if one has been developed), building operating plan, energy and other building technical studies, hazardous materials surveys, and other documents necessary to document the design, function, and condition of the building. The Contractor shall safeguard this information in accordance with the provisions CDP Document Control Plan.

4.6.2.4 Cooperation - Inspections

The Contractor shall instruct all onsite personnel to cooperate with the Government or third party Contract inspector requests for records access and information. This includes answering all questions related to performance of work. The Contractor shall provide personnel to enable inspectors, including third party Contract inspectors, to perform inspections of equipment. The Contractor shall notify the COR 2 weeks in advance when equipment is to be opened and available for inspection by the Government. The Contractor shall open and operate the equipment for observation by all inspectors at no additional cost to the Government provided the Government requests the service at least 48 hours in advance. Most inspections will be performed during normal working hours. However, the Contractor shall provide personnel to enable access for inspectors who need to conduct observation and testing after normal hours to avoid possible disruption to tenants.

4.6.2.5 Contractor Performance Systems (CPARS).

The CDP uses the CPARS or similar performance measuring system to formally evaluate the Contractors performance. Evaluations are generally conducted annually or more frequently on or about the anniversary date of the Contract and also at the end of the Contract period.

4.6.2.6 Workmanship.

All workmanship shall meet or exceed the standards specified herein and shall be accomplished in conformance with approved and accepted standards of the industry, federal, state and local standards.

4.6.3. Review of Design Documents.

Utilizing the most qualified onsite personnel familiar with the operations of the facilities covered under the scope of this Contract, the Contractor shall review design and construction project documents as requested by the COR. The purpose of this review is to allow the Contractor to comment on any negative impact the proposed project may have on their ability to efficiently operate the building equipment or systems. The Contractor should also be allowed to provide input or propose ideas that may improve the operations and provide value engineering.

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4.6.4 Facility Escort.

The Contractor shall provide reasonable and competent assistance during normal working hours (and after hours during emergency) to personnel or other CDP Contractors performing energy studies, engineering studies, building condition evaluations, fire protection facility surveys, project designs within the building, and other access needs. Such assistance shall include escorting investigatory personnel through spaces in the building in accordance with building security requirements, explaining the operation and condition of equipment and systems to investigatory personnel, and providing access to trend data, maintenance records, reference library materials, and other pertinent building technical data to investigatory personnel. The COR shall inform the Contractor as far in advance as possible of the actual date and time these services are needed. When requested to perform these services the Contractor will report number of escort hours provided in the Monthly Progress Report.

4.6.5 Emergency Shutdown Instructions and Tour Checklists.

Emergency shutdown instructions (including contact name and telephone numbers) and tour inspection checklists and Lock-Out-Tag-Out procedures shall be posted by the Contractor in all mechanical rooms and or electrical rooms, as applicable to the equipment in the given room. Such instructions and checklists shall be posted in an accessible and conspicuous location. All instructions and checklist will be recorded in the CMMS.

4.6.6 Labeling of Electrical Circuits.

The labeling of the electrical circuits shall be maintained up to date. When another Contractor (not the O&M Contractor) adds or modifies electric circuits the O&M Contractor shall inform the COR and CDP Engineering, the compliance of annotating the changes to the panel. The Contractor shall also the update to the single line diagrams using the original electronic file format and provide the updated diagrams to CDP Engineering and the COR.

4.7 Building/Facility Operating Plan.

The Contractor shall meet the requirements of the following subsections:

4.7.1 Building/Facility Operation Plan Requirements.

The Contractor shall revise or prepare and submit for approval to the COR, not later than the end of the Phase-in period a building operating plan outlining their operating and general maintenance procedures for all major building equipment and systems (See Section 4.7.2., Components of the Building Operating Plan, below). The purpose of the building operating plan is to be a standalone document that is a vehicle for the Contractor to document their plan for operating and maintaining the building and it is also a repository for several documents required throughout the Contract. One of the objectives of this plan is that if key personnel are not available then authorized staff should be able to refer to the BOP and manage and operate the buildings. The BOP contains critical information such as: who to contact, emergency procedures, energy plan, hours of operation, locations of emergency shut off valves, the location of, COOP, Drawings, and equipment Inventory. The Contractor shall execute the Contract requirements in accordance with the approved building operating plan. The Contractor shall coordinate with the COR in developing the components of the plan in accordance with the building operating plan template provided by the Government. The building operating plan shall be submitted as an electronic file (MSWord) with regular updates that reflect current personnel,

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subcontractors, equipment, systems, and operating procedures. The Contractor shall annually review and update the building operating plan and submit an electronic file (MSWord or searchable PDF) of the complete updated building operating plan on the anniversary of the Contract start date of each Contract year.

4.7.2 Components of the Building Operating Plan (BOP).

The components of the building operating plan are not additional requirements but a compilation of requirements stated throughout the SOW. Some of the information/documents will be provided by the Government to complete this plan, such as, COOP, drawings, etc. The building operating plan shall contain:

a. Contact information (Local and corporate).

1) Description of staffing, responsibilities, and work schedules.

b. Standard operating procedures for operating building systems, to include at a minimum:

1) Startup and shutdown times and procedures relative to various environmental conditions.

2) Procedures to accommodate tenant overtime utility requests. Provide listings of mechanical equipment, hours of operation and separate procedures for heating and cooling.

3) Energy Conservation, Management and Control Systems, Peak load demand management procedures, AMS data for conservation strategies (if applicable).

4) Other operating strategies to maximize efficiency and minimize energy consumption.

5) Descriptions of major mechanical equipment and sequences of operations for equipment systems such as schedules, settings, start-ups, shut-down, control sequences, etc.

6) Locations of all major utility shutoffs, including gas, electric, and water.

7) Locations of all electric rooms and a narrative of the areas served by each to include emergency generators, substations and transformers, equipment that is on the emergency generator

c. Architectural and Structural systems maintenance (facade, roof, gutters, drains, windows etc.)

d. Tour and watch locations, sign-in and documentation procedures.

e. Maintenance schedules, procedures, and a reference to which preventive or predictive maintenance standards or guides the Contractor will use. For fire protection and life safety systems include specific references to which inspection, testing, or maintenance shall be performed each week, month, quarter, semi-annually, annually, 5 years, etc., in a format for the applicable NFPA code or standard.

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f. List of test equipment to be maintained onsite to support troubleshooting, sensor calibrations, etc.

g. A description of how building equipment data is maintained and updated. Service request and repair procedures, to include staffing and procedures for the service requests, during operating hours, after hours, and emergency function, if applicable.

h. Safety, Security, Disaster Emergency Response, Recovery and Reporting Procedures
Reference the location or incorporate contingency plans for:

- 1) Loss of the Contractors onsite personnel (i.e., strike, walkout, injury, abrupt resignation).
- 2) Civil disturbance or major security threat.
- 3) Natural disasters, bombing, or other event that damages the buildings structure or utilities.
- 4) Floods, including flooding caused by plumbing breaks.
- 5) Hazardous materials including, leaks or spills, water management
- 6) Utilities curtailment plans and shut off locations.
- 7) Inoperability and impairment of fire protection and life safety systems (including fire watch and impairment procedures (e.g., red tags, etc.).
- 8) Location of fire alarm control unit/fire control room/instructions to operate PA system in an emergency if applicable.
- 9) Location of incoming municipal fire protection water supply
- 10) Location of fire sprinkler riser rooms
- 11) Location of fire pump.
- 12) Location of sump and sewage ejector pumps and emergency procedures.
- 13) Pressure booster and reducing stations, back flow preventers.
- 14) Above and Underground Storage Tanks.
- 15) Confined Space Locations.
- 16) Portable Fire Extinguisher Locations
- 17) Defibrillator Locations
- 18) Radon mitigation program if applicable.

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j. Other contingency plans as necessary to support the Governments Continuity of Operations (COOP), Occupant Emergency (OEP), and Shelter in Place planning for the site. Description of environmental regulatory requirements such as Air Quality Management District and include rules that apply to equipment in the building, which permits are necessary, inspection and certification requirements and other essential information. Identify how the administrative and technical requirements will be managed for the timely accomplishment of all Contract requirements.

k. Assignments of Responsibilities: Identify personnel with Quality Control Plan functions and the personnel with authority to commit funds, and the dollar level of that authority for this Contract.

l. Description of demand response or utility curtailment programs in which the building participates, to include communications protocols and curtailment activities.

m. Location of equipment inventory list.

4.7.2.1 Loss of Contractor Personnel Contingency Plan (LCPCP).

The Contractor shall prepare a Loss of Contractor Personnel Contingency Plan (LCPCP) to be used in the event of a loss of the Contractors onsite personnel (i.e., strike, walkout, injury, abrupt resignation) by his employees. The LCPCP shall be submitted to the COR (5) calendar days prior to Contract start date and updated annually. At a minimum, the LCPCP shall include the following information:

a. Support Personnel: The LCPCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this document in the event of loss of the Contractors onsite personnel.

b. License and Certifications: The LCPCP shall describe in detail how the Contractor will provide personnel that meet experience, qualification, and license requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) shall meet the experience, qualification and license requirements defined in this document.

4.7.3 Curtailment Program.

The Contractor shall develop a curtailment program in consultation with the CO or COR and subject to approval; the program shall be described in the BOP. The Contractor shall implement all approved curtailment measures (which might typically include turning off unnecessary lighting, implementing temperature setback programs, etc.) immediately on notification of a curtailment, in accordance with the plan.

4.7.4 BAS Alarm Response

The Contractor shall maintain all BAS systems using qualified employees. BAS alarms shall be treated as service requests and responded to accordingly. Any major adjustments to set points to accommodate tenant comfort shall be approved in advance by the COR or Government representative. Repetitive or associated alarms may be treated in the aggregate and tracked

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under the work order system established in the CMMS. Communications for alarms set up for remote notification shall be tested on a recurring basis.

5 Section Omitted.

6 Related Applicable Documents and References.

The following Documents are related to this project:

ISO/IEC 17025 Calibration Standards

Federal Acquisition Regulation (FAR)

Homeland Security Acquisition Regulation (HSAR)

Occupational Safety and Health Administration (OSHA) Regulations

National Fire Protection Association (NFPA) Publications

Federal Emergency Management Agency (FEMA) Directives

Environmental Protection Agency (EPA) Regulations

Chemical, Ordnance, Biological, and Radiological Training Facility (COBRATF) Chemical Surety Program Standards Document

Department of Homeland Security (DHS) Directives

Homeland Security Presidential Directives (HSPD)

National Response Framework (NRF)

National Incident Management System (NIMS)

Alabama Department of Environmental Management (ADEM) Regulations

Contractor Employee Reliability Program (CERP) Procedures for the Chemical, Ordnance, Biological, Radiological Training Facility

DA Pam 385-61, Toxic Chemical Agent Safety Standards (December 17, 2008)

Army Regulation 50-6, Chemical Surety

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

Chemical Agent Standard Analytical Reference Material (CASARM) Quality Assurance Plan for
Chemical Agent Air Monitoring

SMACNA Sheet Metal and Air Conditioning Contractors National Association HVAC Systems
Testing, Adjusting & Balancing

ASHRAE Guideline 1HVAC Commissioning Process

ASHRAE Guideline 4 Preparation of Operating and Maintenance Documentation for Building
Systems

ANSI/ASHRAE Standard 15 Safety Code for Mechanical Refrigeration

ANSI/ASHRAE Standard 34 Number Designation and Safety Classification of Refrigerants

ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy

ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality

ANSI/ASHRAE Standard 100, Energy Conservation in Existing Buildings/Commercial

ANSI/ASHRAE Standard 111, Practices for Measurement, Testing, Adjusting, and Balancing of
Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems;

ASME Boiler and Pressure Vessel Code

ASME CSD-1 Control and Safety Devices of Automatically Fired Boilers

National Board of Boiler and Pressure Vessel Inspectors, National Board Inspection Code

Clean Water Act

International Building Code

International Plumbing Code

International Mechanical Code

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NIOSH (National Institute for Safety and Health publications and issuances

NEMA Application Guide for AC Adjustable Speed Drive Systems

RSMMeans

CDP/COBRATF Standard Operating Procedures (SOP)

6.1 Agency Acronyms.

AMS: Advanced Metering Systems

AQL: Acceptable Quality Level

BAS: Building Automation System

BOP: Building Operating Plan

CAM: Chemical Agent Manager

CAP: Contractor Acquired Property

CAR: Corrective Action Request

CASARM: Chemical Agent Standard Analytical Reference Material

CDC: Centers for Disease Control and Prevention

CDP: Center for Domestic Preparedness

CEDAP: Commercial Equipment Direct Assistance Program

CERP: Contractor Employee Reliability Program

CLIN: Contract Line Item Number

CO: Contracting Officer

COB: Close of Business

COBRATF: Chemical, Ordnance, Biological, Radiological Training Facility

COR: Contracting Officers Representative

COTS: Commercial Off-The-Shelf

DAAMS: Depot Area Air Monitoring System

DHS: Department of Homeland Security

DOT: Department of Transportation

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EAC: Emergency Action Center

EOP: Emergency Operation Plan

EPA: Environmental Protection Agency

EWP: Engineer Work Package

FAR: Federal Acquisition Regulation

FEMA: Federal Emergency Management Agency

FY: Fiscal Year

GFE: Government Furnished Equipment

GFP: Government Furnished Property

GOCO: Government Owned Contractor Operated

GPA: Government Property Administrator

GSA: General Services Administration

IMP: Incident Management Program

IAW: In Accordance With

LDD: Lost, Damaged, Destroyed

MINICAMS: Miniature Chemical Agent Monitoring System

NEAT: Not mixed or diluted solution

NLT: No Later Than

NMT: No More Than

NPD: National Preparedness Directorate

NRC: Nuclear Regulatory Commission

PA: Performance Area

PRS: Performance Requirement Summary

PWS: Performance Work Statement

QA: Quality Assurance

QAE: Quality Assurance Evaluator

QASP: Quality Assurance Surveillance Plan

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SDS: Safety Data Sheets

SOP: Standard Operating Procedure

6.2 Definitions.

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 any drawings accompanying this specification unless stated otherwise.

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 by the CO/COR is intended unless stated otherwise.

Acceptance: "Acceptance means an authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

Acceptable Level of Maintenance: The level of maintenance which will preserve equipment and buildings in unimpaired operating condition; that is, above the point where deterioration begins.

Acts of God: These are unanticipated grave natural disasters or other natural phenomenon of an exceptional, inevitable, and irresistible character; the effects of which could not have been prevented or avoided by the exercise of due care or foresight.

Annual (A): Services performed once during each 12-month period of the contract at intervals of 345 to 385 days.

Approval: Approval means the Government has reviewed submittals, deliverables, and administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract requirements.

Architectural and Structural: Architectural and structural systems include all building structure, envelope, building improvements and finishes, and site improvements (e.g., paving, walkways, asphalt, etc.) to the property line.

Building Automation System (BAS): The "building automation system is a system controlling and monitoring building HVAC, and possibly other systems, to include all device, field, and global controllers, instrumentation, networking infrastructure, computers and peripherals, software, programming, database files, and licenses.

Building Codes: A set of written documents, periodically amended, containing methods and standards used to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all buildings or structures in a given jurisdiction.

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Building Operating Plan: The "building operating plan is a mandatory plan that the Contractor prepares for Government approval that describes the Contractors program for operating and maintaining the building, to include both normal circumstances and contingencies.

Cannibalization: Cannibalization is the removal of serviceable parts, components, or assemblies from one piece of equipment to be used as a replacement in other equipment or to fabricate other items.

Commissioning: A practice used to optimize and verify performance of fundamental building systems.

Computerized Maintenance Management System (CMMS): A "computerized maintenance management system is a database and application software package that automates the O&M and repairs record keeping requirements. A CMMS is designed to enhance efficiency and effectiveness of maintenance activities. Typical features include planning, scheduling and monitoring of work orders and maintenance needs.

Consumable Parts: "Consumable parts or components are parts or components that customarily require regular replacement rather than repair in a maintenance program and shall be disposed of properly. Examples include, but are not limited to: oil, grease, belts, filters, ballasts, lamps, etc. The Contractor is responsible for any consumables (including fuel) used during day-to-day operation of a generator, i.e., exercising the generator, testing, etc. Operation of a generator for an extended period or due to a power loss would be treated as a reimbursable expense.

Contract Discrepancy: A failure of the Contractor to perform in accordance with contract requirements and specifications. A contract discrepancy may result from a failure of the Contractor to provide, or provide on time, the required contract products or services, or it may result because delivered products or services did not meet specified contract standards.

Contract Discrepancy Notice: A formal, written documentation of Contractor nonconformance or lack of performance for contracted work.

Contract Discrepancy Response: A response that the Contractor is required to make when notified by a Contract Discrepancy Notice that performance is unsatisfactory.

Contract Non-Compliance: A failure of the Contractor to perform in accordance with contract requirements and specifications. A contract discrepancy may result from a failure of the Contractor to provide, or provide on time, the required contract products or services, or it may result because delivered products or services did not meet specified contract standards.

Contracting Officer (CO): Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone,

without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or

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delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

Contracting Officers Representative (COR): Contracting Officer's Representatives (COR) shall be appointed by letter from the CO. COR's will be the primary Government representatives for the administration of Contract, shall have proper training and experience in inspecting contracts, but will not have the authority to modify the contract. The COR is appointed by the contracting officer to monitor performance, evaluate work, provide technical direction and inspect and accept completed work for the government.

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

Contractor Furnished Items: Except for items specifically stated to be Government furnished, the Contractor shall provide all materials, parts and equipment for the operation, maintenance and repair, replacement of the facilities, systems and equipment.

Contractor Quality Control: The system established by the Contractor and approved by the Government which enables the Contractor to provide control of Contractor personnel as well as assurance to the Government that all terms of the contract are being met.

Contractor Representative: A foreman, supervisor, or key personnel who have been given the authority, by the Contractor, to act on his/her behalf.

Controls and Control System: A "control system is any low-voltage control, communication and monitoring system, including but not

limited to stand alone devices, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, Advance Metering System (AMS), and lighting control systems.

Corrective Action Request (CAR): A request issued by the COR or Quality Assurance Evaluators to the Contractor when performance is unsatisfactory. The CAR requires the Contractor to explain, in writing and within five (5) days, why performance is unsatisfactory, how performance will be returned to satisfactory levels, and how reoccurrence of the problem will be prevented in the future.

Defective Service: A unit of service that does not conform with specified contract requirements.

Emergency: The term "Emergency includes bombings, and bomb threats, civil disturbances, fires, explosions, electrical failure, loss of water pressure, building flooding, sanitary and sewer line stoppage, chemical and gas leaks, medical emergencies, hurricanes, tornadoes, floods, and earthquakes.

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Emergency Callback: An "emergency callback is a service request or other request for service placed outside of normal working hours and of such a nature that response cannot wait for the resumption of the next days normal working hours.

Environmentally Sustainable: Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Attributes of environmentally sustainable products include those that are energy efficient, water-efficient, biodegradable, environmentally preferable, non-ozone depleting, contain recycle content, non or less toxic, EPA-designated and bio based.

Existing Deficiency List Report: The "existing deficiency list report or "existing deficiency list is a list of 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.

Exterior: This includes entrances; landings; steps; sidewalks; parking areas; arcades; courts; planters; lawns; irrigation systems; fountains; security bollards; gates; fences; flagpoles; building-mounted, pole, and ground lighting; etc. located adjacent to the facility extending to the legal property line.

Facilities Maintenance: The recurring day-to-day work required to preserve facilities (buildings, structures, grounds, utility systems, and collateral equipment) in such a condition that they may be used for their designated purpose over an intended service life. It includes the cost of labor, materials, and parts.

Federal Acquisition Regulations (FAR): Regulations pertaining to all federal government contracting procedures.

Federal Holidays: "Federal holidays for the purposes of this contract are New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans 'Day, Thanksgiving Day, and Christmas Day. When Federal holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday. Veterans 'Day is always on the 11th of November and Thanksgiving is always the 3rd Thursday of November.

Federal Executive Holidays, Unanticipated: Unanticipated holidays declared by the president will count as Federal holidays. As long as the Contractor pays employees as if it were an anticipated Federal holiday, the Contractor will be paid for the unanticipated holiday as if it were a normal Federal Holiday.

Fire Protection and Life Safety Systems: "Fire protection and life safety systems" are systems and equipment installed in the building to (1) detect fire and products of combustion, (2) notify

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building occupants and emergency responders, (3) initiate smoke control systems (4) initiate fire suppression systems, (5) control or suppress fires and (6) facilitate or enhance emergency egress. These systems also may communicate with other major building systems for fire and smoke control, elevator recall, and utilities control. Life safety systems and equipment includes emergency lighting, exit signage, special egress door locking arrangements, and exit stair markings.

Fiscal Year: A period of 12 months beginning October 1 and ending September 30 of the following year. The fiscal year is designated by the calendar year in which it ends.

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

Functional Test: A test designed to establish whether something functions or performs to its intended use.

Guiding Principles for Sustainable Existing Buildings: A practice of using processes that is environmentally responsible and resource-efficient throughout a building's life-cycle. The goal is to minimize and offset consumption of energy, water, and other resources and to eliminate all waste and pollution in building operations and activities. The result is to reduce the environmental impact of the Federal government, which will expand and complement the building design economy, utility, durability, and comfort. The common objective is to reduce the overall impact of the building environment on human health and the natural environment by:

- a. Improving energy efficiency and reductions in greenhouse gas emissions.
- b. Reducing water consumption intensity.
- c. Acquiring green products and services.
- d. Implementing pollution prevention measure, including reduction or elimination of the use of toxic and hazardous chemicals and materials.
- e. Implementing cost-effective waste prevention and recycling programs.
- f. Increasing diversion of solid waste.

Government: The term Government as used herein includes the contracting officer and COR.

Government Furnished Property (GFP): Property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

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Government Property Administrator: An authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Government Quality Assurance: The process used by the Government to confirm, through some objective evaluation method, that the quantity and quality of goods and services received from the Contractor conforms to the requirements of the contract.

Green Purchasing Program (GPP): The GPP specifies requirements to promote the purchase of environmentally sustainable products and services. Key Sustainable Product (KSP) Standards are those categories of products that the Government's Contractor uses most frequently in the delivery of operations and maintenance facilities related services. The KSP standards are the minimal attributes that the KSPs shall meet.

Inspections (visual or physical): A visual inspection is an examination of the facilities, equipment and procedures to evaluate visible operating conditions and to determine what apparent physical defects exist. This type of examination results in a report on visible conditions of the facilities or equipment. A physical inspection results in an examination of the mechanical function and condition of system or system component. Such an examination verifies that a component, sub-assembly, or system performs satisfactorily.

Latent Defects: Defects that present in a hidden or in a concealed state and are not visible or apparent at the time of inspection, and which could not be discovered by reasonable and customary observations or inspections.

Maintenance: The recurring day-to-day, periodic, or scheduled work required to preserve or restore a real property facility to such a condition that it may be effectively utilized for its designated purpose. The term includes work undertaken to prevent damage to a facility that otherwise would be more costly to restore.

Maintenance Repair: Work required preventing a breakdown of a piece of equipment or system, or put equipment or systems back in service after a breakdown or failure.

Minor Construction: Work that entails the (1) renovation or remodeling of a facility, building, structure, improvement, or piece of equipment; or (2) an addition in area, volume, or both, to an existing facility, building, structure, improvement, or piece of equipment

Modification of Contract: Modification is a bilateral or unilateral change in the terms of a contract.

Monthly (M): Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.

Negligence: "Negligence is the failure to use due care under the circumstances. It is the doing of some act which a person of ordinary prudence would not have done under similar

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circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

Operations: "Operations is the continual process of using building equipment systems to accomplish their function, optimize building performance, and improve energy efficiency. Operations includes analysis of requirements and systems capabilities, operating controls and control systems, responding to service requests, touring and observing equipment performance and condition, adjusting equipment, identifying needed maintenance and repairs to equipment, and maintaining lubrication and chemical treatments, etc.

Performance Based Service Contracting: The procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

Performance Work Statement (PWS): The Performance Work Statement details the work requirement and can be referred to as the specification.

Performance Requirements Summary (PRS): Performance requirements are defined in this contract to mean results or goals to be achieved. The requirements have been purposefully defined to give the Contractor sufficient latitude in how it will achieve these results.

Planned Overhaul and Parts Replacement: Extensive forms of scheduled services. Only qualified and or certified personnel shall perform overhaul and replacements.

Pleasing Appearance: Pleasing appearance shall be construed to mean the original appearance with only minor unobjectionable deterioration resulting from normal wear and tear.

Predictive Maintenance: "Predictive maintenance is a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition, or changes in the operating condition, of equipment being maintained.

Preventive Maintenance (Scheduled and Unscheduled): "Scheduled preventive maintenance is a program of maintenance activities performed based on a fixed schedule or on equipment runtimes. Unscheduled preventive maintenance is all work performed including adjustments and procedures necessary to sustain the proper operation of all building equipment and systems pending a scheduled procedure.

Qualified Personnel: "Qualified" is defined here to mean having the requisite educational and work experience that can reasonably be expected to enable the person to perform satisfactorily under this contract.

Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

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Quality Assurance Evaluator (QAE): An individual, who is appointed by the contracting officer, responsible for conducting contracting evaluations to ensure contract standards are achieved.

Quality Assurance Surveillance Plan (QASP): The QASP is the Governments surveillance method of monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW).

Quality Control Plan: The "quality control plan (QCP), is the Contractors complete written system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor.

Quarterly (Q): Services performed 4 times during each 12-month period of the contract at intervals of 80 to 100 calendar days

Response Time: Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the work required.

Repair: Repair is the restoration of a piece of equipment, a system, or a facility to such condition that it may be effectively utilized for its designated purpose. Repair may be overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance, or replacement of the entire unit or system if beyond economical repair.

Relamping: A procedure by which the Contractor inspects each building included in this contract in order to systematically replace burned out and/or blinking tubes and bulbs.

Servicing: Servicing is all routine, non-emergency support, and upkeep activities performed on systems and/or components, to maintain them operating efficiently.

Semi-Annual: (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.

Sequence of Operations: A "sequence of operations is the control logic used to operate a system normally put into effect through a control program.

Special Project. Work determined by the COR to be beyond the scope of a service call requiring single or multi-craft effort, scheduling, and involving limited planning and engineering. Special Projects will be conveyed to the Contractor via an approved EWP.

Service Request:

A "service request is a response to a request or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional, deteriorated, or not within normal operating parameters, or that performance standard of the

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contract is not being met. Service request response involves analysis of the problem and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a repair may result from the analysis stage of a service request. Service requests may be generated automatically from interfaces to BAS or diagnostic software.

Stewardship: The act of stewardship is to take the responsibility for managing, conducting or supervising the quality, state or condition of a commercial building. A Stewardship program in addition to caring for the building, its occupants and visitors includes among other things a sense of shared responsibility, occupant participation and communications amongst building management, O&M personnel, cleaning personnel, occupants, contractors and others who have an impact on/in the building.

Supervisor, On-site: The term "on-site supervisor means a person designated in writing by the Contractor who has authority to act for the contract on a day-to-day basis at the work site.

Testing: Testing is a procedure for subjecting systems, or components, to conditions that simulate actual operating conditions, and is performed only by qualified personnel.

Tour: A "tour is generally a scheduled walkthrough of equipment rooms and installations including computer rooms, restrooms, etc. by Contractor operating personnel for the purpose of ensuring that equipment is running properly, ensuring that equipment rooms are in good order and without safety hazards, and making any necessary adjustments to operating controls or to lubricate equipment. A tour may also involve a combination of such physical visits in addition to using automated systems for the monitoring of equipment and systems. Equipment log sheets are a part of the tour plan/program. All tours are "inspection" work orders in the CMMS and will comply with all work order requirements,

Troubleshooting: An investigation or analysis to determine the cause or nature of a condition or problem uncovered during services. It generally requires some systematic combination of visual inspection, physical checks, or testing, and involves a process of elimination until the cause of the problem is discovered.

Unscheduled Services: Unscheduled services tend to be of an urgent nature and require service calls. Unscheduled services are basically of two types: investigative and restorative.

Watch: A "watch involves performing certain tasks required for the operation of the HVAC equipment, boilers, compressors, and related equipment in a centralized location. Watches include, but are not limited to starting equipment, checking at designated intervals all operating equipment in the area, recording readings, shifting equipment and loads, making adjustments at the central control center, taking water samples, making tests, and adding chemicals as required.

Weekly (W): Services performed 52 times during each 12-month period of the contract at intervals of 6 to 9 calendar days.