

2. CONTRACT (Proc. Inst. Ident.) NO. **HSHQPD-09-C-00006** 3. EFFECTIVE DATE **07/01/2009** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RSLE-09-00171**

5. ISSUED BY **CODE DHS/OPO/S&T/PIADC** 6. ADMINISTERED BY (If other than Item 5) **CODE DHS/OPO/S&T/PIADC**
 U.S. Dept. of Homeland Security
 Office of Procurement Operations
 S&T PIADC
 40550 Rt. 25
 Orient Point NY 11957

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)
FIELD SUPPORT SERVICES INC
6303 IVY LANE SUITE 130
GREENBELT MD 207701479

8. DELIVERY FOB ORIGIN OTHER (See below)
 9. DISCOUNT FOR PROMPT PAYMENT
Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN **ITEM**

CODE **167232520000 19463481** FACILITY CODE
 11. SHIP TO/MARK FOR **CODE S&T MURRAY LANE** 12. PAYMENT WILL BE MADE BY **CODE DRO BURLINGTON**
DHS S&T
245 Murray Lane
Building 410
Washington DC 20528
Immigration & Customs Enforcement
Detention & Removals Field Office
10 New England Executive Park
Attn: Edna McDonald
Burlington MA 01803

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304 (a) () 41 U.S.C. 253 (a) (1) 14. ACCOUNTING AND APPROPRIATION DATA
See schedule

18A. ITEM NO	18B. SUPPLIES/SERVICES	18C. QUANTITY	18D. UNIT	18E. UNIT PRICE	18F. AMOUNT
Continued					
18G. TOTAL AMOUNT OF CONTRACT					\$3,600,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted so to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
Cindy Frothingham, Business Manager

19B. NAME OF CONTRACTOR
FIELD SUPPORT SERVICES INC

19C. DATE SIGNED
6/30/09

20A. NAME OF CONTRACTING OFFICER
Courtney Byrd

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED
06/30/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

FIELD SUPPORT SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 169232552-0000 194163481</p> <p>The purpose of this request is to establish a Letter Contract with Field Support Services Inc. (FSSI) for Operations and Maintenance (O&M) support services for the Plum Island Animal Disease Control Center (PIADC) in Orient, NY.</p> <p>Effective date of this letter contract is July 1, 2009.</p> <p>The Letter Contract period of performance is July 1, 2009 through September 30, 2009. The definitive Contract will have a period of performance from July 1, 2009 through June 30, 2010 (9-month Base & Three 1-months options) The definitive contract will encompass the 90 days in the base period.</p> <p>The definitive schedule is contained within Attachment 1 to this contract. Also, attached is the Statement of Work (SOW), contract clauses and provisions and instructions pertaining to the support services.</p> <p>Please direct any questions regarding this contract to Courtney Byrd via e-mail at courtney.byrd@dhs.gov or by telephone to (202) 254-2296.</p> <p>The Contractor shall submit invoices via e-mail to the four e-mail addresses listed below simultaneously:</p> <p>ST.Invoicing@dhs.gov</p> <p>SAT.Invoice.Consolidation@dhs.gov</p> <p>The Contracting Officer at courtney.byrd@dhs.gov</p> <p>and the COTR at patrick.moylan@dhs.gov</p> <p>Delivery: 90 Days After Award</p> <p>Accounting Info: NONE000-000-9X-37-02-04-005-01-00-0000-00-00-00-00 -GE-OE-25-40-LF0008</p> <p>FOB: Destination</p> <p>Period of Performance: 07/01/2009 to 09/30/2009</p> <p>Continued ...</p>				

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

FIELD SUPPORT SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Operation and Maintenance Support Services for FIADC - 90 Days Obligated Amount: \$3,600,000.00 The total amount of award: \$3,600,000.00. The obligation for this award is shown in box 15G.				3,600,000.00

ATTACHMENT 1

Letter Contract – Field Support Services, Inc. 90 Day Letter Contract - Undefined (One 9-month Base, Three 1-month Options - Definitized)

FEDERAL ACQUISITION REGULATION CLAUSES INCORPORATED IN FULL TEXT

This contract incorporates one or more clauses in full text. Full text of a clause may be assessed electronically at this/these addresses(es): <http://farsite.hill.af.mil>.

52.216-23 Execution and Commencement of Work. (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than July 1, 2009. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

52.216-24 Limitation of Government Liability. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$3,600,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$3,600,000 dollars.

52.216-25 Contract Definitization. (OCT 1997)

(a) A Cost Plus Award Fee definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost plus award fee proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is:

Event	Date
Proposal Submission	Monday, July 13, 2009
Commencement of Negotiations	Monday, August 17, 2009
Contract Definitization	Friday, September 25, 2009

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination;
and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

52.216-26 Payments of Allowable Costs Before Definitization. (DEC 2002)

(a) *Reimbursement rate.* Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts, provided that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; *provided*, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) *Limitation of reimbursement.* To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) *Invoicing.* Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) *Allowable costs.* For the purpose of determining allowable costs, the term "costs" includes—

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(i) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(ii) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(iii) Direct labor;

(iv) Direct travel;

(v) Other direct in-house costs; and

(vi) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.

(e) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(f) *Audit.* At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be—

(1) Reduced by any amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for overpayments or underpayments made on preceding invoices or vouchers.

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months. (9-month Base plus three 1-month Options for a total of 12 months)

52.244-2 Subcontracts. (JUNE 2007)

(a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clauses)

Clauses Incorporated by Reference 52.252-02 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.215-15	Pension Adjustments and Asset Reversions	January 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	October 1997
52.216-07	Allowable Cost and Payment	December 2002
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.223-03 Alt I	Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I	July 1995
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program.	August 2000
52.223-11	Ozone-Depleting Substances	May 2001
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984

52.225-13	Restrictions on Certain Foreign Purchases	December 2003
52.228-07	Insurance--Liability To Third Persons	March 1996
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-22	Limitation Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03 Alt I	Protest After Award (Aug 1996) - Alternate I	June 1985
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.239-01	Privacy or Security Safeguards	August 1996
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-13	Bankruptcy	July 1995
52.243-02 Alt II	Changes--Cost Reimbursement (Aug 1987) -Alternate II	April 1984
52.243-07	Notification Of Changes	April 1984
52.244-02 Alt II	Subcontracts--Alternate II	August 1998
52.244-6	Subcontract for Commercial Items	March 2009
52.245-05	Government Property (Cost-Reimbursement, Time-And-Materials, Or Labor Hour Contracts)	May 2004
52.245-19	Government Property Furnished "As Is"	April 1984
52.249-06	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	April 1984
52.251-01	Government Supply Sources	April 1984

Prompt Payment 52.232-25 (Oct 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. . (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services—

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

Service of Protest 52.233-2 (SEPT 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer 245 Murray Lane, Washington, DC 20528 by obtaining written and dated acknowledgment of receipt from DHS Office of Legal Counsel, 245 Murray Lane, Washington, DC 20528.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Statement of Equivalent Rates for Federal Hires 52.222-42 (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination.

Employee Class	Monetary Wage -- Fringe Benefits
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[SEE ATTACHED WAGE DETERMINATION (SCA WD Suffolk County New York (20090630).pdf)]

Limitation of Withdrawing of Payment 52.232-09 (Apr 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

Limitation of Liability – Services 52.246-25 (Feb 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that--

- (1) occurs after Government acceptance of services performed under this contract; and
- (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans FAR 52.222-35 (Dec 2001) - Alternate I

(a) Definitions. As used in this clause --

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who —

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S.

Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the

Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

Competition in Subcontracting 52.244-05 (Dec 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

Notification of Ownership Changes 52.215-19 (Oct 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

Payment for Overtime Premiums 52.222-02 (Jul 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed -0- or the overtime premium is paid for work --
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

Vehicular and General Liability Insurance 52.228-10 (Apr 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for--

(1) Bodily injury of not less than \$_____ for each person and \$_____ for each occurrence; and

(2) Property damage of not less than \$_____ for each accident and \$_____ in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

***These amounts to be set by the Contracting Officer at the time of definitization.**

Subcontracts for Commercial Items 52.244-06 (May 2004)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

Continuity of Services 52.237-03 (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

Toxic Chemical Release Reporting 52.223-14 (Aug 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

Utilization of Small Business Concerns 52.219-08 (May 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the contractor's compliance with this clause.

(c) Definitions. As used in this contract -

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that-

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

Computer Generated Forms 52.253-01 (Jan 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

Notice of Radioactive Materials 52.223-07 (Jan 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, **15 (fifteen) calendar days** prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description

of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

[X] The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

Option to Extend Services 52.217-8 (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one (1) day before the end of the period of performance.

HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES

HSAR 3027.404 BASIC RIGHTS IN DATA (JUN 2006)

The DHS will use Alternate IV of the (FAR) 48 CFR clause 52.227-14 in all contracts containing the basic clause, unless the HCA approves an exclusion. Approval at a level above the contracting officer is required for the contract to exclude items or categories of data from Alternative IV.

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national

or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee); (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee); (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section

1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively. (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-

73;

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The offeror must provide a statement that no past, present or planned organizational, financial, contractual, or other interests with an organization whose interests may be substantially affected by Departmental activities and which is related to the work under this requirement.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award. *[Check one]:*

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

X (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision. (d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan. (e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict. (f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision. (g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel and facilities specified in this contract are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate and under the conditions specified below.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting

Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

**HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION
(DEC 2003)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

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SECTION C – STATEMENT OF WORK

C.001. Background

The Department of Homeland Security (DHS) Office of National Laboratories (ONL) has responsibility for the safe, secure, efficient, and compliant operations of the Plum Island Animal Disease Center (PIADC) which is located on Plum Island, New York, approximately 1.5 miles from the eastern end of Long Island's North Fork. DHS/ONL is seeking sources to operate and maintain the Plum Island Animal Disease Center (PIADC).

The Plum Island Animal Disease Center (PIADC), located off Long Island, New York, requires facilities and environmental operations and maintenance, safety, and support services necessary for daily operations as described in this Performance Work Statement.

The PIADC is a unique biological containment facility designated as the only place in the United States where Foot and Mouth Disease and other highly contagious animal diseases can be studied for scientific and regulatory purposes. PIADC is shared by scientists from the Department of Homeland Security (DHS), the U. S. Department of Agriculture's Agricultural Research Service (ARS) performing research and the Animal and Plant Health Inspection Service (APHIS) performing diagnostic training, working together to protect the livestock industry of the United States and their export markets from potential catastrophic losses caused by intentional or unintentional introduction of foreign or emerging animal diseases into the livestock population.

The introduction of high consequence animal diseases into the United States would have a devastating affect on our economy and way of life. The Department of Homeland Security (DHS) and the US Department of Agriculture (USDA) work collaboratively on Plum Island to protect the country from this risk. Specifically, the USDA conducts basic research to better understand these diseases and, based on that research, the DHS is developing vaccines for Foot and Mouth disease. The USDA also maintains and continues to develop foreign animal disease diagnostic and forensics capabilities and trains US and international veterinarians to better diagnose diseases in the field.

The PIADC mission is accomplished by (1) more sensitive and accurate methods of disease detection and identification, (2) the development of new strategies to control disease epidemics, including DNA vaccines, antiviral drugs, and transgenic, disease-resistant animals, (3) the assessment of risks involved in importation of animals and animal products from countries where epidemic foreign animal diseases occur, (4) diagnostic investigation of suspect cases of foreign animal disease, (5) test animal products to be imported into the United States to ensure imports are free of foreign animal disease agents, (6) production and maintenance of reagents used in diagnostics tests and vaccines, and (7) training animal health professionals in the recognition and diagnosis of foreign and animal diseases.

The PIADC diagnostic and research efforts are conducted by a staff of scientists representing the fields of biochemistry, immunology, physiology, virology, bacteriology, pathology and veterinary medicine. They study many infectious diseases of cattle, swine, goats and poultry.

The PIADC is located on an island, Plum Island, northeast of Long Island, NY just off of Orient Point. The island occupies slightly more than 840 acres (1.3 square miles); it is 2.9 miles long and 1.7 miles wide. Its facilities consist of a Bio-Safety Level 3 (BSL-3) laboratory and animal-handling facilities with

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the main administrative personnel building attached. Other buildings include the Motor Pool, Duty Officer's Quarters, Fire House, Shop Building and support facilities such as the Waste Water Treatment Plan, Utilities Buildings, electrical and telecommunications distribution systems and Chiller Plant. All are part of the operations and maintenance requirements as is the current construction project for the replacement of the power facility.

Facilities located at Orient Point, Long Island include an administrative building, security trailer, and shipping/receiving warehouse complex. Both the PIADC and Orient Point facilities have harbors with passenger and freight ferry ramps.

Biological security and safety is a primary concern due to the nature of the work conducted by research and diagnostic staffs. Controlling island access is paramount. All persons arriving at Plum Island are to abide by the requirements established in the PIADC Safety and Security Manual.

In conducting the PIADC mission and operations we interact with and have the potential to impact the environment and surrounding communities. Minimizing the potential for adverse impacts is equally important as executing our mission.

DHS uses the following four overarching goals for planning and managing operational performance at PIADC:

- 1) Provide Outstanding Service to the Science and Technology Mission;
- 2) Protect People, Property, and the Environment;
- 3) Be a Valued and Trusted Neighbor and Employer; and
- 4) Execute Sound Business Practices.

The O&M contractor has a vital role in achieving these goals. Some special managerial and technical considerations regarding this contract include:

- **Conduct of Operations:** PIADC is a biological-level 3 research facility. As such, expectations for discipline in conduct of operations (e.g. development, improvement and adherence to procedures, staff qualification requirements, and overall quality) are substantially higher relative to other facility operations.
- **Recruitment:** Several factors affect the ability to recruit and time to employ staff at Plum Island. The remote location of the facility and the length of time it takes to obtain security clearances impact the ability to effectively and efficiently recruit and employ staff.
- **Collective Bargaining:** Approximately 80 O&M contract personnel are currently represented by the International Union of Operating Engineers, Local 30. Productive and constructive labor relations are vital to safe, effective, and efficient operations and maintenance services. Due to the nature of the work conducted by the O&M contractor at PIADC, Collective Bargaining Agreements negotiated during the duration of the contract should have “no-strike” and “interest arbitration” provisions.
- **Age of Facility:** Many parts of the PIADC facility are more than fifty years old. Although much of the facility has been well maintained, the facility’s age often does present challenges; among them are spare parts availability, older technologies, and the need to conduct asbestos abatement.

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- **Range of Services:** Because of the unique nature of the PIADC facility there is an expectation that the Contractor shall be able to provide a broad range of services beyond the traditional services of running of a small town such as: employee ferry service, ground transportation on the island, an employee cafeteria, fire and rescue EMS, and IT/communications infrastructure maintenance and operations.
- **Critical Equipment Reliability Assurance:** The evolution and maturation of Reliability Centered Maintenance (RCM) management program is important and of significant interest to DHS. This program will identify and implement the operational, maintenance, and capital improvement initiatives that will manage the risks of equipment failure most effectively and efficiently.
- **Performance Based Management/Performance Assurance:** DHS is interested in the evolution and maturation of systematic Performance Based Management and assurance processes for PIADC operations and maintenance activities. Particular interests are development and use of meaningful and efficient measures, independent assessment activities, and increased corporate level accountability for performance assurance.

Contract support has been provided by Field Support Services, Inc. (FSSI) since December 8, 2003. FSSI began contract support under contract number NBCHC040001 which was awarded and administered by the United States Department of Interior (DOI) National Business Center (NBC). The contract was awarded for a transition period, base year, and four one-year option periods. Effective January 1, 2006, the contract was transferred to DHS under contract number HSHQPD-06-C-00001.

In November 2008 FSSI became World Technical Services Incorporated (WTSI). The original contract period of performance ended December 31, 2008; however, a six-month extension was given to the contractor in order to maintain the current services until June 30, 2009.

This contract bridge is being written to extend the services being provided by WTSI to enable the Department of Homeland Security to effectively re-compete the contract for operations and maintenance services at PIADC.

C.002. Scope of Work

The physical and operational infrastructure at PIADC are, in many respects similar to what would be required to support a small town; including, but not limited to, potable water and waste water, steam, back-up power, fire and rescue services, cafeteria/food services, land transportation services, harbors both at Plum Island and on Long Island as well as ferry services to and from Long Island and Connecticut.

The O&M contractor is responsible for providing labor, management, supervision, equipment and materials (except those items which are Government-furnished) for all services required for the safe, effective, efficient, and compliant operations at PIADC under normal, abnormal, and emergency conditions. Examples of specific technical and support services include:

- Biological safety/biological containment equipment maintenance;
- Operations and maintenance of the; boiler plant, chiller plant, electrical distribution, crematories and incinerators, instrumentation and control systems, telecommunications, heating cooling and ventilation, information technology, liquid effluent decontamination plant, waste water treatment

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- plant, potable water treatment and distribution systems;
- Repair and maintenance of buildings, roads, and grounds, fuel receipt and storage;
- Fire/rescue and Emergency Medical Technician (EMT) services, environment safety and health services, waste management;
- Land and marine transportation services, marine vessel and motor vehicle maintenance;
- Food services, Reception, orientation, escorting, and training;
- Property management, shipping and receiving , custodial, laundry and glassware services;
- Visual information systems; and
- Small scale renovation and construction.

FSSI has provided all necessary and appropriate operations and maintenance services for over five (5) years and has all the requisite personnel, security clearances, licenses, equipment and other resources to seamlessly continue the work for the term proposed and providing uninterrupted services for the proposed short-term bridge period.

Thus, the services provisions and scope of work during this bridge will remain the same as specified in the current contract HSHQPD-06-C-00001 including all modifications through June 30, 2009.

Nevertheless, during this bridge period, several changes will be made to enhance performance based management processes and practices for administration of this contract. Through these changes, the DHS seeks to better align contract performance with DHS goals and objectives, reduce unnecessary reporting, better define and utilize specific measures (qualitative and quantitative) to monitor and evaluate performance, assure award fee processes motivate desired behaviors and practices, and to reduce oversight of the O&M contractor's performance by increasing reliance on their self-assessment activities to assuring that the obligations and objectives of the contract are met.

Additionally, a requirement for inspection and testing of fire extinguishers and other fire protection equipment in accordance with regulatory standards and best management practices will be added to the contract.

Specifically, the following changes are reflect in and will be implemented through this Contract:

- J.1.D.2. (revised)
- J.1.F.1. (deleted in its entirety)
- J.1.F.2.a. (revised)
- J.10. (revised)
- C.104.b.1.j. (added)
- C.104.b.1.k. (added)

PIADC's unique and critical mission to the United States requires that priority be placed in a services contract on maintaining continuity of business operations and services to support the research and diagnostic activities ensuring the facilities provide a reliable and safe environment to conduct this unique science. To this end, the Contractor shall:

(1) Act as the Prime Contractor for site operations, reporting to the Director for Operations (DO). This includes providing labor, management, supervision, equipment and materials (except those specified as Government-furnished), incidental engineering, and transportation necessary to perform maintenance, repair, inspection, testing, and component replacement of equipment per the manufacturer's

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original specification for effective facilities and site operations and maintenance at PIADC. Work includes operating equipment, preventive maintenance inspection and service, routine and periodic inspections and tests, and repairs to return a system to proper operation. This requires continual coordination with the PIADC Center Director for Operations and the Deputy Director for Research (DDR).

(2) Develop and be prepared to execute contingency plans for continuity of Contractor operations during emergency situations. Ensure that the contract emergency plans are consistent with the Government plans.

(3) Act as the Prime Contractor for designated construction management for the PIADC, ensure proper execution and coordination with other work performed at the site. Within this capacity, the Contractor shall report to the Facilities Operations Specialist (FOS).

(4) Ensure site safety, reporting to the Safety and Environmental Manager. To this end specifically:

(a) Provide environmental compliance monitoring and reporting for the site, following applicable Federal, State and local regulations and codes as well as existing and developing stipulation orders.

(b) Provide emergency planning and be prepared to support executing emergency plans on short notice. This includes building community consensus and public support for these plans.

(6) Foster positive community relations through a coordinated communications strategy. Such strategy should be outward focused inviting public participation.

(7) Perform all work described in accordance with applicable Federal, State and local laws, regulations and emergency procedures when applicable, ensuring quality service.

(8) Develop a Quality Assurance Program, with compliment of plans and apply quality control practices consistent with industry best practices for operations and maintenance services necessary to carry out the provisions of this contract, reporting to the FOS.

(9) Perform administrative services necessary to carry out the provisions of this contract, reporting to the Management Analyst. These functions include:

(a) Financial management and control,

(b) Maintaining accurate and complete records, files and libraries of documents to include Federal, State and local regulations, codes, laws, technical manuals, manufacturer's instructions and recommendations.

(c) Preparing required reports, compiling historical data, performing administrative work, and submit necessary information as specified by the Contracting Officer (CO) identified in this contract.

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C.003. Common Tasks

These tasks are defined as normal business and scientific baseline operations and maintenance to buildings, laboratories, grounds and associated support equipment.

These tasks are typically repetitively performed. Common tasks may arise from minor deficiencies or minor repair and replacement. These tasks require a written work request unless the Contractor can correct the problem within one-hour, the parts and materials are on-hand, and the total cost of the repair does not exceed \$100.00.

The Contractor shall give appropriate attention to common tasks performed in support of scientific laboratories and building support services. Common tasks are specifically identified in each functional areas of this Performance Work Statement. Some examples of common tasks are:

- a. Checking and recording daily reading of airflow, air pressure, temperature and humidity of HVAC systems
- b. Repairing a steam distribution or return line
- c. Cutting, edging, trimming and weeding grass and ground cover
- e. Installing and replacing glass, plastic and safety glass for windows and doors
- f. Receiving, inspecting and processing incoming deliveries
- g. Repairing light fixtures
- h. Washing soiled laundry and glassware
- i. Transporting employees and PIADC visitors to and from Plum Island (land and sea transport)
- j. Performing preventive maintenance
- k. Providing training as appropriate to ensure Contractor personnel requiring operating licenses remain current.

C.004. Contractor's Management Plan

The Contractor's proposal, as accepted by the Government, will be considered the Contractor's Management Plan and will address all management. The Management Plan must include, but not limited to, Purchasing Guide, Quality Assurance/Control Plan, Safety Plan, Medical Surveillance Plan, and Preventative Maintenance Plan.

All updates or changes to the plan must be approved by the CO.

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The Contractor shall participate in and support programs designed to foster planning, cooperation, communication and team spirit at the PIADC. The Contractor shall participate in various management meetings.

C.005. Special Tasks

These tasks are defined as work that is not part of the routine operations or support activities, but is within the scope of the contract. These tasks could be in support of a scientific laboratory, the result of a major program need, or a change in PIADC's programs, overhaul and repair of buildings or scientific equipment, major remodeling or new installation inside or outside of the laboratory and administrative buildings in addition to major repair or replacement of equipment (facility or laboratory). Before beginning a special task, the Contractor shall submit to the COR, a proposal outlining the work to be performed, the methods, equipment, hours, material and total cost required to perform the work. The proposal will also be outlined on the work orders in sufficient detail to relate to the complete, approved work proposal. Some examples of Special Tasks are:

- a. Installation of Scientific equipment
- b. Removal of asbestos-containing insulation
- c. Preparation for "Open Days" at the PIADC

Procedures for submitting proposals for special tasks are:

Non-Emergency Special Tasking Procedures:

To implement Non Emergency Special/Taskings the following process shall be followed

1. FSSI prepares a work order estimate and submits to the Contracting Officer's Representative and the Government Contracting Officer.
2. The work order will be reviewed to ensure it is an effort required to be performed, and to estimate if prices submitted for the work are reasonable.
3. If the Special Tasking is Determined necessary funding is requested by the Government and submitted to DHS.
4. Upon receipt of funding the Contracting Officer will issue a modification incorporating the special task into the contract

Special Tasks shall be tracked separately as a separate CLIN and each special task will be its own sub-CLIN item
Emergency & Special or Additional Tasking Procedures:

In the case of an emergency, the contractor shall notify the Contracting Officer's Representative immediately or the designated alternate when an emergency has been identified. If the Contracting Officer's Representative has determined the work to be performed as an emergency, he/she will then contact the Contracting Officer requesting verbal permission for the contractor to proceed. This will be documented by the Contracting Officer's Representative in an internal Memorandum for Record. The Contractor shall proceed on verbal authorization from the Contracting Officer.

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As soon as possible, but within 2-working days, the contractor shall prepare a work order describing the work performed and yet to be performed to resolve the emergency. The contractor shall also prepare an estimate for that effort. The work order and estimate shall be submitted to the Contracting Officer's Representative. The Contracting Officer's Representative will ensure the estimate is complete and accurately describes the work to be performed. The work order will then be submitted to the Budget Office for the preparation of a funding document. The work order and funding document will then be forwarded to the Contracting Officer who will proceed with a contract modification.

C.006. Additional Tasks

The Government may request the Contractor to provide plans, engineering design, time schedules, cost estimates (including estimated labor-hours and materials) and perform the work necessary to accomplish both construction and non-construction type support projects. This work is in addition to work described in this Performance Work Statement and, if assigned, will be requested in writing through the COR. The Contractor must be able to direct, oversee and coordinate major construction, alterations, and modifications at Plum Island.

As additional work arises, the Contractor shall prepare a detailed cost estimate and task completion schedule. The Government will negotiate the terms of the additional task prior to funding the task through either a contract modification or task order. The Government may negotiate a separate fee structure for additional tasks.

C.007. Functional Areas

Functional areas covered under this contract are listed below in the organization breakdown that corresponds to the existing PIADC structure. The Contractor shall be responsible to the COR for each Major Functional Area listed to ensure proper services are provided.

Environmental Management
 Roads Services
 Ground Services
 Transportation Services

Safety
 Biosafety
 Industrial Health
 Environmental Protection
 Fire Protection Services

Biosurety

Quality Assurance

Facility Management and Operation
 Heating Services

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Ventilation, Air Conditioning and Refrigeration Services
Wastewater Treatment Services
Potable Water Services
Incinerator Services
Carpentry and Masonry Services
Plumbing and Pipefitting Services
Painting Services
Sheet Metal and Welding Services
Electrical Services
Power Generating Services
Electronic Services
Computer Alarm Services
Vehicle and Equipment Services
General Support Services (Custodial, Garbage, Laborers)
Food Services
Glassware Services
Warehouse and Property Services
Laundry Services
Construction Management

Administrative Services

Financial Management
IT and Telecommunications Services
Visual Information Services
Mail Services

Procurement

In developing their proposal, the Contractor may group functions for performance by individual employees to reflect the Contractor's normal operating procedures. In this Performance Work Statement, each function is described individually; however, the PIADC is not assuming they will be performed according to this separation.

C.008. Period of Performance and Location

The Contractor shall perform operations and maintenance, safety, and support services at the PIADC in accordance with the dates specified in this contract. All work is primarily located at Orient Point and Plum Island, New York, unless emergency conditions dictate relocation to other locations per the PIADC Continuity of Operations Plan. The Period of Performance for this Bridge Contract is One 9-month Base, Three 1-month Options for a total contract period of performance of 12-months. The letter contract is for 90 Days and is encompassed in the Base period.

C.009. Phase-Out Plan

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The Contractor shall present a detailed plan, within 60-days of contract completion for any phase-out period. The plan will include procedures for minimizing impact on performance in compliance with standards in the contract. It will also:

- a. Present procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract.
- b. Describe in detail how responsibility and accountability will be relinquished for all Government-furnished equipment.

The Contractor shall coordinate activities with the incoming Contractor to affect a smooth and orderly transition at the end of the contract period. The Contractor shall remove all Contractor-owned equipment, tools, parts and belongings by midnight on the last day of the contract, in accordance with proper decontamination procedures.

C.010. Definitions

As used throughout this document, the following terms have the meanings set forth below:

- a. Acceptance, Approved, as Directed, as Permitted, as required, as Requested: Where these words of similar import are used, it will be understood the direction, requirements, permission, approval, or acceptance of the COR is intended, unless otherwise stated.
- b. Alteration: The work required for adjusting interior arrangement, location or other physical characteristics of an existing real property facility so that it may be more effectively adapted to, or utilized for, its designated purpose.
- c. Bio-Containment: An engineering system in place which is used to ensure that infectious micro-organisms researched at high containment laboratories remain within the laboratory, thus protecting personnel, products and the environment from cross contamination.
- d. Bio-Hazard: A Bio-Hazard is defined as an infectious agent(s), or part thereof, presenting a real or potential risk to humans, other animals, or plants directly through infection, or indirectly through disruption of the environment.
- e. Bio-Safety: Bio-Safety is defined as a combination of laboratory practices and techniques, safety equipment and laboratory facilities appropriate for the operations performed and the hazards posed by the infectious agents and the laboratory function or activity.
- f. Building Equipment: Those systems and related equipment that have been attached to or made part of the physical facility. Building equipment provides services to the occupants of the facility and includes systems such as HVAC, plumbing, waste treatment, incinerator and other utilities. Building equipment is considered part of real property and is therefore not easily removed.

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g. **Clean:** An area or condition that is free from contamination by infectious agents and any other agent as may become studied in the facility boundaries. Clean areas allow direct access to the open environment.

h. **Compound:** A secured, fenced-in areas surrounding a laboratory building or other building separated by fencing.

i. **Construction:** The erection, installation, or assembly of a new facility; the addition, expansion, extension, alteration, conversion, or replacement of an existing facility; the relocation of a facility from one installation to another. Construction includes equipment installed and made a part of such facilities, and related site preparation, excavation filling and landscaping, or other land improvement, or upgrading of an existing, single, real property facility.

j. **Contractor:** A term used in this contract to refer to the prime contractor and any subcontractors under the guidance and direction of the prime contractor. The Contractor shall be responsible for ensuring that any subcontractors comply with the provisions of this contract.

k. **Critical Equipment and Facilities:** Critical items are equipment or facilities, which must operate continuously or throughout specific seasons in order to support bio-containment laboratory operations, and equipment or facilities where failure in meeting design output requirements may affect the health and welfare of personnel and animals, or damage Government experiments, equipment or property. Also critical are emergency or urgent work orders required to restore critical equipment to optimum operating conditions to provide required outputs. Examples are computing facilities, boiler plant operations, HAVAC equipment, Wastewater Treatment Plant, Marine vessels, freezers, fire and security enunciator panels, locked security facilities, scientific projects, and petroleum storage tanks.

l. **Decontamination:** The destruction or removal of specific microorganisms to a zero level of infectivity.

m. **Emergency Request:** A request for the correction of failures or deficiencies which constitute an immediate danger or are a health hazard to persons or which threaten damage to other property or any research projects. Examples are gas leaks, lack of heat during winter season, electrical malfunctions that endanger life or property, running water that can damage property, stopped-up commodes, sewage backup, storm damage with broken windows, oil spills, and Wastewater Treatment Plant (for non-compliance condition).

n. **Emergency Work:** For the purpose of this contract, emergency work will be any unforeseen circumstance, or combination resulting in failure of electrical power or a problem with any system covered by the contract and requiring immediate action. The COR can declare an emergency at anytime during contract performance.

o. **Hazardous Material:** Material that is toxic, poisonous, corrosive, irritating, sensitizing, radioactive, infectious, explosive, or flammable that presents a hazard to human and animal health and the environment. Special handling procedures and storage facilities are required to comply with Federal, State, and local regulations.

p. **Hazardous Waste:** Any waste meeting the definition of 40 CFR 261 or 40 CFR 264. Special handling and disposal procedures are required to comply with Federal, State and local regulations.

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- q. **Laboratory Equipment:** Items of specialized equipment used by scientists, researchers, and their assistants in the conduct of scientific experiments and medical procedures in the laboratory and animal care areas.
- r. **Maintenance (General):** The work required to preserve and maintain a real property facility or a piece of equipment in such condition that it may be effectively used for its designed functional purpose. Maintenance includes work done to prevent damage, which would be more costly to restore than to prevent. Maintenance includes work to sustain components. Tasks that do not exceed \$2500 are considered normal maintenance tasks. Tasks that exceed \$2500 but are less than \$50,000 are considered Maintenance Projects. Those tasks that exceed \$50,000 are considered Major Maintenance or Capital Improvement Projects.
- s. **Official Visitor:** Those persons who come to Plum Island with prior authorization by the Center Director or his designee. Official visitors will be sponsored by a PIADC employee and must be escorted by a responsible employee to and from the place of visit. While there, the escort must monitor the visitor's activities.
- t. **PIADC Safety Manual:** A compilation of all the rules, regulations, protocols and procedures formulated to ensure that infectious microorganisms remain in the laboratory setting. Implementation and augmentation of this manual will assist the contractor and his approved subcontractors in carrying out their duties and responsibilities while protecting PIADC personnel, products and the environment.
- u. **Preventive Maintenance (PM):** A systematic and cyclic check, inspection, and correction of minor deficiencies as well as the recording and reporting of deficiencies beyond the scope of PM. It is expected that conducting consistent PM will prolong the life of the PIADC assets.
- v. **Proper Operation:** Equipment performance in accordance with the manufacturer's specifications, design criteria, and other governing documents in such a manner as to safely and efficiently accomplish the equipment's intended function.
- w. **Real Property:** Land and rights therein, buildings, structures, utility systems, improvements, and appurtenances thereto. This includes equipment attached to and made part of buildings and structures (such as plant equipment).
- x. **Reagents:** Include, but are not restricted to, normal animal serums, antiserums to specific agents, other serum-derived products, tissues or organs, tissue cultures, viruses, or other agents, intact or fractions thereof, infectious or inactivated; vaccines, and chemical products originating in a contaminated laboratory.
- y. **Reorder Point:** The number of the safety level of supply plus the level required for use during the order and shipping time.
- z. **Repair (General):** The restoration of a failed or failing piece of equipment or real property facility (or component thereof) to such condition that it may be effectively used for its designated purpose by overhaul, overlay, reprocessing, or replacement of constituent parts or materials which have been damaged by action of or wear and tear in use. Repair includes correction of conditions which adversely affect use of a facility or equipment item for its designated purpose due to non-conformance with current

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prescribed standards and codes or manufacturers specifications where, for reasons of economy, such work should be accomplished concurrently with restoration of failed or failing components.

aa. **Restricted Area:** Specifically designated buildings or areas that have controlled and limited access by virtue of biohazard reasons. In general, restricted areas have exterior (clean) and interior (buffer and contaminated) components, separated by a shower between exterior and interior change rooms.

ab. **Salvage or Salvageable Materials:** Metal scrap, scrap lumber, crating materials, empty barrels, boxes, textile bags, cartons, wastepaper and similar materials which are reclaimable or have sales value and are not subject to property accountability. Certain items, however, are not considered salvageable because they may not be removed from the island due to bio-containment restrictions. Nothing will be removed from the island without prior permission from the COR, the PIADC Safety Officer and in accordance with the PIADC Safety Manual.

ac. **Shop Equipment:** Permanent equipment, such as lathes and drill presses, used to accomplish facilities engineering missions.

ad. **Shower-In/Shower-Out:** A procedure for cleansing the skin and hair of individuals entering and exiting bio-containment areas to prevent the transport of contaminants either to or from the work area. Bio-security requirements are displayed on placards at entry points into the area. It is the responsibility of the Contractor to ensure that all Contractor and subcontractor personnel strictly abide by the requirement.

ae. **Specimens:** Includes, but are not restricted to, blood, serum, tissues or organs, animals or animal parts, tissue cultures, viruses or other agents, infected or inactivated.

af. **Surface Areas:** Graded, paved or stabilized (other than grass) areas used for vehicular or pedestrian traffic (e.g., roads, streets, service drives, walks, parking areas and open storage areas).

ag. **System:** As used in this contract, includes all mechanical and electrical equipment, supporting structures, controls, and auxiliary equipment, facilities, procedures, and actions required to provide a specific function, output or service.

C.011. Key Personnel – Project Manager

a. Degreed Engineer, preferably mechanical, electrical, or chemical with meaningful work experience with technical, mechanical, and electrical operations.

b. Well-rounded technical managerial operations experience in an environment where utility systems, ventilation, containment systems are critical 24/7.

c. Strong supervisory and managerial skills with the ability to direct other managers and supervisors and motivate workers

d. MBA or business experience, familiar with budgets, contracts, and cost controls

e. Must have good communication skills

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- f. Good organizational and paperwork skills
- g. Must be able to obtain a suitability clearance
- h. Experience with managing equivalent size projects, with personnel and labor issues
- i. Experience in a service type environment where you have to meet the needs of many people, organizations, and animals

C.012. Key Personnel – Facilities Manager

- a. Public works background
- b. Former plumbing trades person, preferably licensed
- c. Strong supervisory and motivational skills
- d. Good organizational and paperwork skills
- e. Understands customer service and strives for customer satisfaction
- f. Possesses a sense of urgency toward task completion.

C.013. Key Personnel – Utility Services Manager

- a. Strong supervisory skills with the ability to motivate workers
- b. Must have 5 years experience as a line supervisor
- c. 10 years experience as a high voltage electrician or industrial electrician, preferably in a power plant. Some of this experience could be offset by a degree in electrical engineering
- d. Well-rounded operations, maintenance, and repair experience with medium voltage electrical systems, equipment, generators, switchgear, controls, transformers, overhead and underground feeders
- e. Experience with boilers and chillers
- f. Good organizational and paperwork skills
- g. Motivated, possesses a sense of urgency, and understands critical systems

C.014. Key Personnel – BSL-3 Laboratory Maintenance Manager

- a. Strong supervisory skills with the ability to motivate workers

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- b. Must have 5 years experience as a line supervisor
- c. Well-rounded operations, maintenance, and repair experience with steam, mechanical, heating, air conditioning, ventilation, 480-volt electrical systems, air, control systems, electronics, instrumentation, DDC systems and equipment
- d. 10 years mechanical and electrical experience; 5 years could be offset by engineering degree
- e. Good organizational and paperwork skills; can handle many jobs at once
- f. Experience in a service type environment where you have to meet the needs of many people, organizations, and animals
- g. Must be able to interface with people of all educational levels, skill levels, backgrounds, and nationalities
- h. Must have good communication skills
- i. Must be able to obtain a suitability clearance
- j. Must be able to work in a Bio-level 3 facility and meet all the associated requirements
- k. Understands customer service and strives for customer satisfaction
- l. Motivated, possesses a sense of urgency, and understands critical systems

C.015. Key Personnel – Marine Transportation Manager

- a. Must possess a 100-ton vessel captain's license
- b. Must have 10 years piloting 100 ton vessels in various weather and water conditions
- c. Strong supervisory skills with the ability to motivate workers
- d. Must have 5 years of experience as a line supervisor
- e. Experience managing several vessels in a fleet, handling vessel and harbor operations, scheduling, maintenance, fuel, engine replacements, engineering changes, overhauls, dry-dock periods, vessel deliveries, underwater inspections, Coast Guard topside and hull inspections
- f. Good organizational and paperwork skills
- g. Experience handling budgets
- h. Understands customer service and strives for customer satisfaction

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- i. Motivated, possesses a sense of urgency, and understands critical systems
- j. Experience operating crew boats carrying passengers and deck loaded freight
- k. Must have good communication skills and be able to interface with people of all levels of management, skill levels, backgrounds, education and nationalities

C.016. Hours of Operation

a. The Contractor shall perform the majority of the work required by this Performance Work Statement (unless otherwise proposed and accepted by the COR) during the PIADC's normal operating hours. Exceptions to these normal duty hours are:

- (1) Boiler/Power Plant operations in Building 103 will be maintained around the clock.
- (2) Waste Water Treatment Plant operations will be monitored 7-days per week. All operations will be in accordance with the State Pollution Discharge Elimination System (SPDES) permit.
- (3) Qualified craftsmen will be on-call 24-hours a day, 7-days per week (24 x 7) to respond to emergency requests.
- (4) Ferry operations will be available 7-days per week in accordance with the schedule shown in Technical Exhibit (TE)-22, or as may be requested by the FOS.
- (5) Bio-Containment (Building 101) will be monitored 24 x 7.

b. The following holidays are recognized by PIADC:

- (1) New Year's Day
- (2) Martin Luther King Jr.'s Birthday
- (3) Presidents' Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans' Day
- (9) Thanksgiving Day
- (10) Christmas Day

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c. Observance of such days by Government personnel will not by itself be cause for an additional period of performance, or entitlement of compensation, except as set forth within this contract.

d. The Government reserves the right to close facilities due to weather conditions or medical emergencies, as necessary. Contractor personnel may be required to remain on the island overnight if the Government determines that personnel cannot be safely transported to the mainland.

C.017. Lost and Found Property Procedures

The Contractor shall implement procedures and an accountability tracking system to insure that all property found on the premises of this installation are turned over to the DO.

C.018. Drug-Free Workplace

a. The Contractor shall implement a plan and program to ensure a drug-free workplace for all Contractor personnel. The plan will include:

(1) Plans to remove all personnel identified as suffering from drug abuse and provide independent counseling consistent with corporate policy.

(2) A provision for training for supervisors to recognize and combat illegal drug use in the workplace.

(3) A provision to offer education to all employees about drug and alcohol abuse.

(4) The identification of illegal drug use through a testing program.

b. The Contractor shall conduct random drug testing and evaluation within the following classes of employees:

(1) All health, safety, and marine personnel

(2) Motor vehicle and marine vessel operators (passenger carrying vehicles and vessels)

(3) All employees with job-related access to the Bio-Containment laboratories

C.019. Personnel Administration – Conduct of Contractor Employees

(1) Each employee is expected to adhere to existing DHS policies and procedures, laws and standards of competency, conduct, appearance and integrity. The Contractor shall be responsible for such disciplinary action with respect to their employees as may be necessary. The Contractor shall immediately report, in writing, any termination of contract personnel and the cause of such termination. Additionally, the Government reserves the right to remove any Contractor employee(s) for misconduct or

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violations of policies, regulations or laws. Violent, threatening or abusive behavior will be sufficient grounds for immediate dismissal.

(2) Contractor personnel shall comply with PIADC safety rules and regulations pertaining to conduct of persons on Government facilities. Contractor personnel shall not disturb papers on desks, open desks or cabinets, or use telephones or office equipment that are not provided for their use. Contractor personnel shall adhere to conservation policies and turn off lights in unoccupied areas unless otherwise directed. In no event will Contractor personnel enter any areas to which access is restricted, unless such an area has been specifically identified as an area in which services are to be rendered. The Contractor shall place their employees on notice that infraction of any of the above rules, regulations or prohibitions may be grounds for dismissal.

(3) All standards of conduct and Contractor employee requirements will also apply to subcontractor employees.

C.020. Personnel Administration – Supervision of Employees

Project Manager - Prior to commencement and during the term of services under this contract, the Contractor shall designate an on-site Project Manager who will be responsible for the supervision of Contractor employees. The Project Manager will:

- a. Be the Contractor's primary representative having the Contractor's full authority to act on matters pertaining to the performance of services required under the contract.
- b. Address concerns of the FOS for the performance of services required under the contract.
- c. Designate an Acting Project Manager to fulfill his/her duties when the Project Manager is not available.
- d. Be on-site or on-call whenever work is being performed by the Contractor's work force at the facility. When not on-site, the Project Manager will notify the FOS in writing, with the name of the qualified individual to be responsible for performance of the work.
- e. Obtain approval from the FOS for any non-routine work scheduled to be performed during the upcoming week.
- f. Report damage to Government property, loss of keys, personal injuries, and/or hazardous conditions to the FOS within one workday after such occurrence.

The Contractor shall submit with their proposal, the resume of the Project Manager. This resume will include a description of previous experience, including dates of service (month/day/year), position titles, names, addresses and phone numbers of previous facilities managed and a point of contact at the facility, size of the facility, description of duties, numbers and types of personnel supervised, and educational background. Certifications of training will be included.

The previous experience qualifications of the Project Manager will have included management, supervision, training, quality control, and interface with facilities management staff.

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C.021. Personnel Administration – Registration – New and Terminated Employees

The Contractor shall report to the FOS, all new hires and terminated contract personnel actions and the causes of such terminations. The Government reserves the right to request dismissal from the contract of Contractor employee(s) for misconduct.

b. The Contractor shall adhere to the provisions of the Key Personnel provision in Section H, when there is a change in personnel identified as Key Personnel.

c. The Contractor shall maintain a daily sign-in log for the subcontractor employees. The DO will be notified in writing, at least 24-hours prior to the commencement of subcontract work. All standards of conduct and Contractor employee requirements will also apply to subcontractor employees.

C.022. Personnel Administration – Special Medical Requirements

a. Contractor personnel shall comply with the special medical requirements procedures prescribed by the PIADC Safety Manual and/or approved by the Department of Homeland Security and the Department of Agriculture relating to the prevention and/or diagnosis of occupational disease, which may relate to job assignment within the PIADC. The Contractor shall arrange for completion of pre-employment medical questionnaires and examinations for all service Contractor employees in accordance with the medical surveillance and preventive medical programs shown in TE-4 and 5.

b. The nature of the PIADC mission requires administration of inoculations to Government and Contractor employees as a condition of employment for the health and safety of personnel. The Contractor shall ensure that all vaccinations required by the PIADC Agent Summary Statements are administered to contract employees no less than three weeks prior to on-site assignment.

c. Specific vaccinations required, and the work site for which they are required, will vary with changes in the PIADC scientific program. The Contractor shall maintain and update all medical records for Contractor employees and make such records available to the Safety Officer when requested.

C.023. Personnel Administration – Certificates and Licenses

The Contractor and their employee, will be licenses by the State of New York to provide the operations, maintenance and repair services specified in this contract. All work will be performed by specifically qualified and certified, trained mechanics and technicians to operate and work on all applicable equipment associated with this contract. Evidence of all required licenses, as well as documentation of the qualifications of personnel, will be provided with the proposal, and with subsequent actions of employment.

C.024. Personnel Administration – Pre-Employment and Orientation Training

Any training provided by the Contractor shall be according to the following provisions:

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a. All new employees will be required to attend a general facility and safety orientation conducted by the Contractor. This training will address site-specific safety issues. Contractor employees will have all necessary training to perform their duties. New employees will not perform any work under this contract prior to successful completion of pre-employment training. All training will be documented in each employee's personnel file describing the training provided including topics and the number of hours of instruction. Topic areas and training syllabus content will be approved by the Safety and Environmental Manager one-week prior to the scheduled training. Government employees may attend the training sessions and make inquiries during the sessions, as deemed necessary to ensure the Contractor's coverage of required topics is accurate and complete. Pre-employment training will address the following topics:

- (1) Asbestos Awareness Training
- (2) Use and care of supplies and equipment
- (3) Site safety and security regulations
- (4) Handling and storage of hazardous materials
- (5) Contractor technical and procedural manuals
- (6) Contractor quality control of employee work performance
- (7) Relationships of Contractor personnel with PIADC staff
- (8) General orientation of the facilities
- (9) Adherence to all work schedules
- (10) Bio-safety and Bio-security, including emergency procedures.

b. Periodic refresher training is to be provided to Government and Contractor employees upon request of the DO. This training shall review:

- (1) Aspects of pre-employment training, as appropriate
- (2) Deficiencies in performance and correction of deficiencies. Deficiencies will include, as a minimum, those deficiencies in the quality of services as identified in the Contractor's Quality Control reports and the Government's Quality Assurance reports.

c. Training classes may be held utilizing Contractor, Government or outside contract instructors.

d. Training and attendance at professional seminars is considered to be essential to maintain awareness and knowledge of developments in the safety an individual trades and crafts areas. All travel, training and their attendant costs must be approved in advance by the DO.

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C.053. Technical Services – Heating Services Routine Work

a. The Contractor shall ensure that constant and continuous heating and steam services are provided to PIADC in accordance with Federal, state, local, and DHS requirements. Specific heating requirements will be identified to the Contractor at contract award. Currently, the services include, but are not limited to:

- (1) Operating heating systems
- (2) Performing preventive maintenance and other scheduled inspections of heating equipment/systems
- (3) Maintaining and repairing heating equipment
- (4) Performing water tests
- (5) Treating water with chemical additives if required to adjust to standard

b. The Contractor shall provide heating, cooling, and ventilating services as required to maintain temperature, humidity, and pressure ranges contained in the island operating manual and identified by the FOS.

C.054. Technical Services – Heating System Operations

a. The Contractor shall monitor and maintain the heating system identified in TE-6.

b. The Contractor shall ensure an uninterrupted 24 X 7 supply of heat to the site during the heating season (approximately nine months in duration) as necessary.

c. The Contractor shall perform seasonal start up and shut down of the heating systems; these will be completed as required. The services include, but are not limited to:

- (1) Performing a daily visual inspection of the high pressure boilers
- (2) Performing boiler water tests at least every second day, documenting the times, dates and observations
- (3) Adding boiler water chemicals at least every second day to maintain the system's required chemistry levels or more frequently as determined by the water test.

d. Minimum Standards of Performance

Temperatures defined by the FOS are maintained in all buildings. Heating systems are operated in accordance with equipment specifications and manufacturer's instructions.

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(4) Safety testing high-pressure boilers weekly to include testing the fire eye and low water alarm and log results.

(5) At least weekly perform a visual inspection of the low-pressure boiler and log the results.

C.055. Technical Services – Heating Systems Overall and Inspection

The Contractor shall provide an Overhaul Plan prior to the beginning of the heating season. The inspections will be accomplished prior to the boilers being put into seasonal service. The Contractor shall report inspection results to FOS within five (5) working days after the inspection. All PIADC boilers will be New York State certified. Uncertified pressure vessels will not be operated.

C.056. Technical Services – Boiler Plant Operations

a. The Contractor shall operate, maintain, and monitor the Boiler/Power Plant, Building 103 to provide heating and steam services to Buildings 100, 101, 102, and 103. The boiler plant will be continuously manned and operated 24 hours a day, 7 days a week. Activities required for operating and maintaining the boiler plants include, but are not limited to:

(1) Blowing down boilers, gauge gasses, and high water whistles each shift

(2) Testing boiler water chemistry (alkalinity, sulfite, hardness, ph, total dissolved solids, and clarity), and adding boilers water chemicals per procedures to maintain within specification.

(3) Daily safety relief valve testing on a rotating basis

(4) Monitoring fuel oil and water levels

(5) Monitoring and maintaining the annunciation panel for proper operation

(6) Inspect boiler burner nozzles at least once per shift and change as necessary

(7) Checking feed water pumps, chemical feed pumps and condensate return pumps

(8) Monitoring and maintaining water softener levels

(9) Checking propane bottle levels

(10) Maintaining hourly logs of boiler plant operating characteristics

(11) Recording daily weather readings and characteristics.

b. Entries in the operations logs shown in TE-10 will be made hourly. The Contractor shall have qualified personnel (licensed as appropriate) available 24 hours a day, who are capable of shutting down, firing up and repairing boilers. The Contractor shall provide written notification to the DO and FOS of

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impending steam shutdowns. The Contractor shall indicate how heating and steam will be alternately provided.

c. Minimum Standards of Performance

(1) Record data and maintain logs in accordance with TE-10. Record readings hourly. Maintain temperature in all buildings designated by the FOS.

(2) The Contractor shall provide the FOS and the DO with written notification at least one duty day in advance of all steam shutdowns.

C.057. Technical Services – Boiler Plant Maintenance

a. The Contractor shall install, maintain, adjust, and repair boilers and all associated equipment to ensure constant and continuous service is delivered to the PIADC 24 X 7. Typical maintenance and repair tasks include, but are not limited to:

- (1) Repairing and replacing components
- (2) Cleaning nozzles and oil filters
- (3) Re-packing valves and pumps
- (4) Greasing and oiling motors and pumps
- (5) Checking and ensuring proper operation of pumps and motors
- (6) Checking, repairing, and cleaning steam traps
- (7) Maintaining insulation, including asbestos
- (8) Adjusting parameters for safe and economical operations
- (9) Performing general housekeeping and painting

b. The Contractor shall make repairs and adjustments to boiler equipment as indicated to correct reported or identified deficiencies. All repairs and adjustments will be made in accordance with equipment specifications and manufacturer's instructions. If equipment repairs cannot be affected within 24 hours, the Contractor shall provide the FOS, a written explanation of the problem, cause, and recommended solution with sufficient cost and schedule information for decision.

c. A number of people need to be New York State Certified to handle asbestos. These certifications include:

- (1) One person with a supervisory certification
- (2) One person Confined Space certified

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(3) One person lockout-tag out trained.

d. Minimum Standards of Performance

Maintain, modify, adjust, and repair heating systems and boiler plants in accordance with equipment specifications and manufacturer's instructions so the heat, steam, and hot water are provided 24 X 7. Make repairs and adjustments as needed to correct observed or reported deficiencies.

C.058. Technical Services – Boiler Water Testing and Treatment

a. The Contractor shall monitor boiler water conditions and provide treatments as needed and appropriate. The Contractor shall maintain records of daily and weekly water tests performed and provide a necessary supply of water chemicals for treatment. The Contractor shall interpret test results and apply the appropriate water treatment required to bring the water tests within the specified ranges. All chemicals used for water treatment by the Contractor shall be consistent with industry best practices and consistent with operational requirements. If recommend by the Contractor, and concurred with by the FOS, the Contractor shall seek and maintain the services of a Boiler Water Treatment Company.

b. Minimum Standards of Performance

Perform daily water quality test for boiler water, feed water, condensate return, and water softener. Logs and records will be maintained and available to DHS and regulatory agencies upon request. Provide for a continuing supply of treatment additives to maintain acceptable water limits.

C.059. Technical Services – Bulk Fuel Oil

a. The Contractor shall establish and implement a schedule for inspecting and stocking the three fuel oil tanks at the PIADC. The Contractor shall monitor and record fuel oil levels of bulk tanks weekly. At the point that the supplies are drawn down to a combined quantity of 100,000 gallons in tanks 900 and 901, the readings will be accomplished daily. Once the combined quantity of the two tanks reaches 200,000 gallons, the Contractor shall notify the FOS to requisition 210,000 gallons of #2 low sulfur fuel oil for tanks 900 and 901. The third tank 902 will be filled by half barge increments with marine diesel fuel, and ordered when the supply reaches 100,000 gallons. Fuel deliveries will be accepted in accordance with the approved PIADC Spill Prevention Control and Countermeasure Plan (SPCCP) and Facility Response Plan (FRP). The fuel oil transfer checklist in the SPCCP is to be kept on file for auditing by DHS or NYSDEC. The barge fuel report and manifest will be delivered to the FOS no later than the following business day after the transfer.

b. The Contractor shall monitor and record all fuel levels and advise the FOS no less than three weeks in advance of fuel delivery to the island. The Contractor shall transfer fuel oil between tanks as necessary.

c. The Contractor shall request and receive delivery of bulk fuel oil by barge according to established procedures. This involves Contractor coordination of the Government Purchasing Person, the

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fire department, safety, security, power plant, and marine personnel. Oil booms have to be deployed and fire apparatus brought to the dock unloading area.

d. Plum Island has a truck fuel loading area at the bulk fuel tank location. The Contractor shall deliver #2 fuel oil to remote fuel tanks on the island (weather permitting) to ensure continuous operations of the remote boilers, incinerators, generators, etc. During poor weather conditions or other special circumstances, it may be necessary to deliver fuel after normal duty hours. A fuel oil delivery schedule is shown in TE-11. Fuel logs will be kept identifying fuel usage at each location. A summary of fuel consumption of all the individual boilers, generators, incinerators will be submitted to the FOS and the Government's Environmental Specialist just prior to the start of the next fiscal year. The logs and procedures used to track fuel usage and tank inventories will comply with 40CFR280.43 and NYCRR-6 Part 613.4 and SCSC Article 12 SEC 760-1210 SPCP and the Facility Response Plan (FRP).

e. The Contractor shall deliver marine diesel fuel to the Plum Island vessels, as directed by the FOS in lieu of the current vendor delivery, from the third Bulk Fuel Tank, 902.

f. The Contractor shall be responsible for maintaining up to date information on all regulations and provide accurate records of all inspections and/or work accomplished on each tank at the PIADC. PIADC has a bulk fuel oil license that requires inspections through out the year by regulators. The Contractor is to support these inspections and repair deficiencies as required.

g. The Contractor shall respond immediately to any oil spill. The Contractor shall immediately contain the spill and begin cleanup procedures. The Contractor shall make all required notifications per direction of the SPCC Plan and FRP, regulatory agencies, i.e. US Coast Guard, EPA, New York State Department of Environmental Conservation (NYDEC), etc. and prepare all incident and accident reports required by DHS, and the PIADC. Participate in or conduct training according to the regulations and the SPCC Plan.

h. The Contractor shall maintain, adjust, and repair all bulk fuel oil systems, distribution and associated equipment to ensure the reliable fuel oil delivery of bulk fuel and the continuous fuel oil service and delivery to boilers and generators etc. at PIADC 24 hours a day, 7 days a week, 365 days a year as required. Typical maintenance tasks include, but are not limited to:

- (1) Repairing and replacing mechanical, electrical, electronic, and instrument components
- (2) Re-packing valves and pumps
- (3) Greasing and oiling motors and pumps
- (4) Checking and ensuring proper operation of pumps and motors
- (5) Repairing the truck loading pump, metering, and delivery system
- (6) Testing, repairing, and replacing valves and valve operators
- (7) Testing tanks, pipe lines and leak detection systems
- (8) Testing and repairing the tank level and valve op panel

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- (9) Painting bulk tanks and pipeline
- (10) Cleaning, testing, replacing controls
- (11) Clean up, dispose of, replace and properly store oil absorbent materials
- (12) Pumping water out of the containment dike according to procedure
- (13) Repairing and recaulking the containment dike

i. All repairs and adjustments will be made in accordance with equipment specifications and manufacturer's instructions. If equipment repairs cannot be affected within 24 hours, the Contractor shall provide the FOS, a written explanation of the problem, cause, and recommended solution with sufficient cost and schedule information for decision.

j. Minimum Standards of Performance

(1) Monitor and advise the FOS and Government Procurement personnel of fuel oil requirements to ensure fuel oil levels do not fall below prescribed limits. Deliver fuel oil to PIADC bulk fuel oil tanks and remote fuel storage tanks.

(2) The Contractor shall respond to, contain, and commence cleanup of all oil spills immediately. The Contractor shall make all required spill notifications as prescribed by the lead regulatory agency, i.e., EPA, DEC.

(3) Record data, complete checks lists, and provide copies to the Government as noted. Notify the Government for purchase of bulk fuel. Repairs and requests for information required for NY State environmental compliance and licenses will be provided promptly and with a sense of urgency.

(4) Preventive maintenance, repairs, and component replacements are to be performed in a competent, clean, and professional manner and be of journeyman quality.

C.060. Technical Services – Task Requiring a Task Order

Major Repair and Replacement

a. The Contractor shall install, repair, and replace heating equipment as requested by the FOS. The Contractor shall design and document all projects to include detailed cost and schedule information and receive FOS approval before work begins.

b. Tasks requiring the shutdown of heating systems will be approved by the FOS and DO prior to beginning work. Backup systems will be provided for the shutdown of critical areas as directed by the FOS. Major repairs may include, but are not limited to:

- (1) Modifying boiler equipment

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- (2) Installing new heating systems
- (3) Replacing boiler equipment
- (4) Major repairs to boiler brickwork (refractory)
- (5) Repairing heating system controls

c. The Contractor shall make repairs and adjustments as needed to correct observed or reported deficiencies. If the Contractor cannot repair an equipment item, he will provide the FOS and the DO within 48 hours a written explanation of the problem, cause, and recommended solution to include a detailed cost and schedule breakdown for the repair.

C.061. Technical Services – Ventilation System Monitoring and Operation

The Contractor shall monitor and record various airflow, air pressure, and air differential meter readings daily for each air handling unit in Buildings 100, 101, and 102. Static pressure readings will be taken once between midnight and 7:00 am weekdays, or during any time Saturday and Sunday. Proper air balance is to be maintained throughout the containment area in accordance with the PIADC protocols.

C.062. Technical Services – Ventilation Services – Routine Work

The Contractor shall ensure that constant and continuous cooling and ventilating services are provided to the PIADC in accordance with Federal, state, local, and DHS regulations. The systems to be maintained include both typical building systems and laboratory systems with specialized bio-containment safeguards. Services to be provided include, but are not limited to:

- a. Decontaminate, change, and certify all applicable supply and exhaust filter systems
- b. Maintain daily logs for air handling units
- c. Repair air handling systems and related equipment
- d. Maintain the correct negative air pressure in Buildings 100, 101, and 102

C.063. Technical Services – Ventilation System Monitoring and Operation

a. The Contractor shall monitor and record various airflow, air pressure, and air differential meter readings daily for each air handling unit in Buildings 100, 101, and 102. Static pressure readings will be taken once between midnight and 7:00 am, as there is a high probability of all the doors inside containment being in their correct posture during these hours. Adjustments will be made to ensure that proper air balance is maintained throughout the containment area in accordance with PIADC protocols.

- b. Minimum Standards of Performance

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Maintain accurate and up to date logs with readings taken once each day. Proper air balance will be maintained 24 X 7.

C.064. Technical Services – Ventilation Filter Changes

a. The Contractor shall decontaminate, change and certify all applicable supply and exhaust ventilation filters in Buildings 100, 101 and 102 as needed in accordance with PIADC, and DHS regulations and protocols. Each filter must be properly decontaminated, disposed of, replaced, and certified so that no infectious materials are released. The Contractor shall follow the specific procedures for filter changes outlines in the PIADC Safety Manual.

b. The Contractor shall schedule and coordinate at least 24 hours in advance all filter changes with personnel directly affected by the work.

c. Minimum Standards of Performance

Filters needing change are identified and scheduled for change within five (5) working days of need. At that time, the Contractor shall work with the personnel affected by the change as well as the FOS so as to not interrupt on going laboratory operations. Filters will be completely decontaminated and properly disposed in accordance with the procedures described in the PIADC Safety Manual. Filter certification will be performed in accordance with the regulations listed in TE 13.

C.065. Technical Services – Routine Maintenance and Repair of Ventilating

Routine Maintenance and Repair of Ventilating Systems and Equipment

a. The Contractor shall repair, maintain, modify, and adjust all ventilating systems and related equipment. These activities will be performed in accordance with all applicable PIADC and DHS regulations as well as equipment specifications and manufacturer's instructions. Routine maintenance and repair on systems supporting animal rooms will be scheduled during periods when animal rooms are vacant. Maintenance and repair will be performed on, but not limited to:

- (1) Air supply and exhaust units, including roof units
- (2) Special bio-containment filters
- (3) Heating and cooling coils
- (4) Steam distribution lines
- (5) Air pressure and temperature monitoring equipment
- (6) Repair air handling systems and related equipment such as pumps, blowers, pulleys, belts, pneumatic and electrical controls, fans, switches, relays, etc.
- (7) Cleaning, painting, general housekeeping

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b. Repair and maintenance activities will be accomplished expediently so as to minimize down time. Any delays will be reported to the FOS. Repairs requiring extended shutdown of a ventilating system will be approved by the FOS at least 24 hours in advance of the planned work. Typical tasks include, but are not limited to:

- (1) Inspecting ventilating systems daily to ensure proper operation
- (2) Adjusting and adding lubricants, as needed
- (3) Testing equipment for leaks, pressure, temperature, etc.
- (4) Repairing air handling systems and related equipment such as pumps, blowers, pulleys, belts, pneumatic and electrical controls, fans, switches, relays, etc.

c. Minimum Standards of Performance

Routine maintenance will be performed in accordance with equipment specifications and manufacturer's instructions so that proper air balance is maintained 24 X 7. Maintenance efforts will be accomplished in order to minimize down time. Routine maintenance and repair of animal rooms will be scheduled to coincide with periods of vacancies. Delays will be reported to the FOS and DO, and any repairs requiring extended shutdown of a ventilation system will be approved by the FOS in advance.

C.066. Technical Services – Air Conditioning Systems

a. Air Conditioning Systems Monitoring and Operations

(1) The Contractor shall monitor and operate all air conditioning systems to ensure proper temperatures, as determined by the FOS, are maintained in all buildings on Plum Island. Proper temperatures in Buildings 100 and 101 must be maintained 24 X 7.

(2) Minimum Standards of Performance

Maintain accurate and up to date logs of air conditioning system in Building 101. Building and room temperatures are maintained throughout PIADC in accordance with FOS instructions, 24 X 7.

b. Routine Maintenance and Repair of Air Conditioning Systems

(1) The Contractor shall repair, install, maintain, modify, and adjust all air conditioning systems and related equipment to ensure proper operation. These activities will be performed in accordance with all equipment specifications and manufacturer's instructions. Maintenance and repair will include, but not be limited to:

(a) Repairing motor pumps, fans, compressors, belts, pulleys, relays, switches, condensers, controls, DDC system, etc.

(b) Checking and adding refrigerant

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(c) Chill water treatment and conditioning

(2) Minimum Standards of Performance

(a) Routine maintenance is performed in accordance with equipment specifications and manufacturer's instructions so that proper temperatures are maintained in accordance with FOS instructions in all buildings and rooms at PIADC.

(b) The completion of all overhauls and maintenance requirements will be completed and documented prior to the start of each cooling season.

c. Routine Maintenance and Repair of Refrigeration Systems

(1) The Contractor shall repair, install, maintain, modify and adjust all refrigeration equipment in accordance with all equipment specifications and manufacturer's instructions. Equipment to be maintained includes, but is not limited to:

- (a) Household refrigerators and freezers
- (b) Walk-in refrigerators and freezers
- (c) Water coolers
- (d) Ice machines
- (e) Liquid nitrogen freezers and delivery systems
- (f) Ultra low freezers (-70 degrees Celsius)
- (g) Incubators

(2) The Contractor shall respond to emergencies and alarms involving walk-in refrigerators and freezers, cascade freezers, and liquid nitrogen freezers within five minutes during duty hours or ten minutes during non-duty hours. Typical tasks include, but are not limited to:

- (a) Checking and adding refrigerant
- (b) Replacing liquid nitrogen tanks
- (c) Replacing CO2 tanks
- (d) Repairing and replacing gaskets
- (e) Repairing motors, fans, compressors, relays, switches, condensers, etc.
- (f) Relocating the contents of a freezer to back-up equipment after notifying applicable freezer custodian identified on the affected unit

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(3) Minimum Standards of Performance

(a) Routine maintenance is performed in accordance with equipment specifications and manufacturer's instructions

(b) Refrigerator and freezer alarms are responded to within five minutes during duty hours or ten minutes during non duty hours. The Contractor shall respond to all alarms and will not disconnect the alarm system if the cause of the alarm cannot be located

(c) The Contractor shall comply fully with the Clean Air Act as EPA and other regulatory agencies define it

(4) Qualification

(a) Personnel responsible for the work on the refrigerant systems, chiller, air conditioning, and refrigeration units must hold a proper CFC Certification/license for handling, removing, recovering, or transfer of refrigerants (CFCs)

(b) Personnel will also be trained on lockout - tagout.

(5) Tasks Requiring a Work Order

(a) The Contractor shall design, install, repair, and replace ventilation, air conditioning, and refrigeration systems and equipment as approved by the FOS, before the work begins. Backup systems may be required for the shutdown of critical areas. Tasks requiring work orders could be:

(i) Replacement of a deep-bed filter unit

(ii) Installation, modification or major overhaul or ventilation or refrigeration systems

(iii) Replacement of an air handler

(iv) Replacement of steam or chill water coils

(v) Repair/replacement of valves

(b) The Contractor shall make repairs and replacements as needed to correct observed or reported deficiencies. If the Contractor cannot repair an equipment item, he will provide the FOS, within 48 hours, with a written explanation of the problem, cause, and recommended solution including a detailed cost and schedule breakout.

C.067. Technical Services – Wastewater Treatment – Routine Work

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- a. The Contractor shall provide wastewater treatment services to ensure that PIADC-treated wastewater discharged meets federal, state, local, and DHS/USDA requirements.
- b. Decontamination Processing: The Contractor shall heat laboratory-contaminated wastewater to 215 degrees F then cool the wastewater before releasing into the PIADC sewage systems. Personnel entering the Decontamination Plant will observe PIADC biological safety rules.
- c. Sewage Treatment Plant: All wastewater including the effluent from the Decontamination Plant will be treated in the activated sludge sewage treatment system prior to being discharged.

C.068. Technical Services – Sewage Decontamination Plant Operations

a. The Contractor shall operate and maintain the sewage decontamination systems in Building 102 seven days per week according to a schedule approved by the FOS and which is dependent on the flow rate. The Contractor shall process the sewage using a continuous flow system as the normal method. On weekends and Government holidays, one of these holding tanks is cleaned on a rotating basis by the batch method. Routine tasks required in the operating of the sewage decontamination plant include, but are not limited to:

- (1) Operating controls to heat and discharge sewage
- (2) Monitoring holding tank levels, switching holding tanks when required
- (3) Cleaning each holding tank at least once every three weeks
- (4) Monitoring negative building pressure daily
- (5) Start-up and shutdown heat exchangers as required
- (6) Checking annunciating panels for proper operation
- (7) Cleaning heat exchangers, boosters, comminutors and strainers
- (8) Take hourly temperature readings during processing
- (9) Monitor and ensure functionality of the critical temperature chart recording system

b. Minimum Standards of Performance

Check and record pressure and flow reading hourly while touring the Plant. Continuously monitor and operate controls to collect and decontaminate sewage during hours of operation approved by the FOS. Prevent discharge of untreated and/or partially treated waste.

C.069. Technical Services – Wastewater Collection and Treatment Systems

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a. The Contractor shall operate and maintain a wastewater collection and treatment system consisting of pump stations, wet wells, equalization and aeration tanks, sludge beds, compressors, pumps, valves, instrumentation, etc. Normal flow rate varies between 50,000 and 100,000 gallons per day. Contractor personnel operating this plant must possess appropriate New York State license and operate and maintain the Wastewater Treatment Plant within the parameters of the State Pollutant Discharge Elimination System (SPDES). Tasks may include:

(1) Daily (7 days per week) operation of the plant in accordance with the requirements of the SPDES permit

(2) Daily (7 days per week) test of wastewater. Perform specific tests to ensure wastewater is maintained within acceptable limits in accordance with SPDES. Report noncompliance conditions to New York State within the appropriate time frame required by the SPDES permit

(3) Monitor required parameters and make appropriate adjustments to insure permit compliance

(4) Maintain logs to complete the monthly DMR

(5) Switch the sewage pumps daily

(6) Visually inspect aerators, tanks, tap wells, and pumping stations daily (365 days per year)

(7) Submit monthly Discharge Monitoring Report (DMR) to the PIADC Environmental Protection Specialist for review and forwarding to NYDEC

(8) Provide weekly composite sample (100 ml) to PIADC Location Radiation Protection Officer (LRPO)

b. Minimum Standards of Performance

(1) Operate and maintain plant to comply with the requirements set forth in SPDES permit.

(2) In addition to the tasks listed above, the Contractor shall take weekly effluent samples from bio-containment areas where radioactive materials are manipulated. Samples taken will be provided to the LRPO for testing in Building 100 to verify the absence of radioactive material in the system.

C.070. Technical Services – Wastewater Treatment Plant Maintenance

a. The Contractor shall install, maintain, modify, adjust and repair PIADC sewage decontamination and wastewater collection and treatment systems and equipment to collect, decontaminate, treat, and discharge wastewater in accordance with applicable regulations and guidelines. The Contractor shall have personnel coverage available seven days a week who are capable of operating the plant(s) in accordance with the SPDES permit and approved working schedules.

b. The Contractor shall make repairs and adjustments to wastewater treatment equipment as necessary to correct reported or observed deficiencies. All repairs and adjustments will be made in

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accordance with equipment specifications and manufacturer's instructions. If repairs to equipment cannot be made, the Contractor shall provide the FOS, within 24 hours, a written explanation of the problem, cause, and recommended solution to include a detailed cost and schedule estimate. If the repair is to correct a non-compliant condition, the notification to the FOS will be immediate. Typical maintenance and repair tasks include, but are not limited to:

- (1) Repairing and replacing components
- (2) Re-packing valves and pumps
- (3) Greasing and oiling motors and pumps
- (4) Checking and ensuring proper operation of pumps and motors
- (5) Adjusting parameters for safe and economical operations
- (6) Performing general housekeeping and painting.

c. Minimum Standards of Performance

Install, maintain, modify, adjust, and repair wastewater collection and treatment systems in accordance with equipment specifications and manufacturer's instructions. Make repairs and adjustment as needed to correct observed or reported deficiencies.

C.071. Technical Services – Special Tasks Requiring a Work Order

The Contractor shall perform major repair and installation of sewage decontamination and wastewater treatment equipment and systems as approved by the FOS and before the work begins. The Contractor shall design and document all projects. Tasks requiring work orders could be:

- a. Installation of a new heat exchanger
- b. Installation of a decontamination, collection and/or storage tanks
- c. Replacement of pump station lift pumps
- d. Major overhauling of lagoon liners

C.072. Technical Services – Salt Water Pump Station Operations

The Contractor shall operate and maintain the salt-water pump station at the harbor for the purpose of cooling the sewage influent to the wastewater plant. The system consists of an entry chamber, pumps, valves, electrical panels, controls, building enclosure gratings, strainers, heat exchangers, and large and small bare pipe.

- a. Routine Tasks

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The Contractor shall provide the following maintenance, but is not limited to:

- (1) Keeping the entry chamber free of debris
- (2) Removing silt from the entry and pump chamber
- (3) Operating pump controls
- (4) Change out pumps for maintenance
- (5) Clean strainers and heat exchangers
- (6) Monitor temperatures and respond to alarms

b. Tasks requiring Work Orders

The Contractor shall perform major repair and installation of Salt Water Pump Station as approved by the FOS and before the work begins. Typical tasks may be, but are not limited to:

- (1) Maintenance dredging to keep the entry chamber clear
- (2) Replacing pumps
- (3) Removing roof sections to pull pumps with a crane
- (4) Replacing entry chamber screens

c. Qualifications

Contractor personnel operating the waste sewage treatment plant will each possess a current license from the State of New York as defined or revised by the SPDES permit. All water waste treatment personnel are to be confined space certified, and lock out tagout trained.

C.073. Technical Services – Potable Water Services

a. Potable Water Services Operations

(1) The Contractor shall provide potable water services to ensure that PIADC potable water meets Federal, state, local, and DHS requirements. The Contractor shall operate and monitor PIADC potable water system in accordance with the Site Manager's Operating Procedures. Routine tasks required in the delivery of potable water services include, but are not limited to:

- (a) Switching operating pumps daily
- (b) Monitor treatment system tanks, changing chlorine tanks

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- (c) Test water in accordance with EPA/SCDHS requirements
 - (d) Visually check pumps, transfer tank and water tower daily
 - (e) Monitor pumping rates at wells and alternate well usage to avoid over-pumping and saltwater intrusion
 - (f) Maintain daily operational logs
- (2) Minimum Standards of Performance

Test potable water and visually inspect equipment daily. Potable water must meet prescribed Federal, state, county, and DHS/USDA requirements. Contractor personnel operating this plant must possess a license from New York State Department of Health.

b. Potable Water Systems Maintenance and Repair

(1) The Contractor shall install, maintain, modify, adjust, and repair potable water systems and equipment in accordance with equipment specifications, manufacturer's instructions, and applicable regulations and guidelines. These routine tasks include, but are not limited to:

- (a) Maintenance of cathode protection in elevated water tank
- (b) Replace fresh water pumps seals and bearings
- (c) Clean, cycle, grease, and paint large system valves
- (d) Repair leaks in water lines and tank
- (e) Repair transfer pumps
- (f) Housekeeping and painting

(2) Minimum Standards of Performance

Install, maintain, modify, adjust, and repair potable water systems according to equipment specifications and manufacturer's instructions. Make repairs and adjustments as needed to correct observed or reported deficiencies.

c. Water Purification Systems Operations

(1) The Contractor shall operate and monitor all water purification systems in Buildings 100, 101, and 103 which include stills, water softeners, de-mineralize and reverse osmosis systems in accordance with equipment and manufacturer's specifications. Daily logs will be kept of record ph levels, water usage, and water purity for each water purification system. The Contractor shall regenerate water demineralizers as required to meet water purification specifications.

(2) Minimum Standards of Performance

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Provide laboratories with purified water that meets specifications defined by the FOS. Maintain up to date and accurate daily logs.

d. Water Purification Systems Routine Maintenance and Repair

(1) The Contractor shall install, maintain, adjust, and repair all water purification systems in accordance with equipment specifications and manufacturer's instructions. Typical tasks include, but are not limited to:

- (a) Replacing piping and valves
- (b) Repairing gauges
- (c) Cleaning coils
- (d) Repairing leaks
- (e) Installing new piping
- (f) Changing filters and membranes

(2) Minimum Standards of Performance

Install, maintain, modify, adjust, and repair water purification systems in accordance with equipment specifications and manufacturer's instructions. Make repairs and adjustments as needed to correct observed or reported deficiencies.

e. Ground Water Monitoring

(1) The Contractor shall inspect various monitoring wells once a month for the presence of petroleum products. Quarterly, wells will be sampled in accordance with USEPA protocols. Samples will be analyzed using EPA method 602 and Petroleum Product ID techniques. The Contractor shall inspect no less than 8 wells and submit to the FOS, a monthly report of the sampled results.

(2) Minimum Standards of Performance

The Contractor shall submit all reports in the time, and format prescribed by the NYDEC.

f. Potable Water Testing

(1) The Contractor shall perform testing of potable water as required by SCDHS. Water wells will be tested and inspected monthly and tested semi-annually (twice during the period of performance of this bridge contract) as required or revised by regulatory agencies and as directed by the FOS. All required reports will be forwarded to the proper authority. The Contractor shall provide qualified personnel to test and certify all reduced-pressure and back-flow preventers according to regulatory agency requirements.

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(2) Minimum Standards of Performance

Provide all required test and inspection results within five (5) days of the scheduled inspection. All regulatory agency reports must be accurate and submitted on time.

g. Qualification

Contractor personnel operating the potable water treatment system will each possess applicable water licenses as required by the New York State, Suffolk County Department of Health Services. Additionally, these personnel shall be Confine Space certified and lockout-tagout trained.

h. Tasks Requiring Work Orders - Major Repair and Replacement

The Contractor shall perform major design, repair and installation of potable water and water purification system equipment as approved by the FOS and before work begins. Typical projects could include, but are not limited to:

- (1) Installing new holding tanks
- (2) Major overhauling of the water tower
- (3) Installing new water softeners, demineralizers, and stills

C.074. Technical Services – Incinerator – Routine Work

a. Incinerator - Routine Work

(1) The Contractor shall operate and maintain incinerator systems at PIADC in compliance with PIADC safety regulations and applicable Federal, state, and local regulations regarding the disposal and handling of regulated medical waste. Operating tasks include, but are not limited to:

(a) Charging trash and treated (autoclaved) regulated medical waste into the incinerator. Biological material, animal carcasses (whole or part), and bedding or active radiological material are charged into the incinerators by animal handlers, or in the case of radiological material, the biological safety officer

(b) Cleaning ashes at least weekly from incinerators, decontaminating, disposing and storing of the ashes in accordance with the PIADC Safety Manual and other regulatory regulations

(c) Operating the incinerator according to the Standard Operating Procedures and at the temperature regulated by the New York State Department of Environmental Conservation

(d) Cleaning buckets, burners, and air locks, and recording opacity whenever the incinerator is operated according to the SOP. The opacity reader must be certified.

(2) The Contractor shall ensure all material is thoroughly and completely consumed by incineration. The Contractor shall monitor the operation of the incinerator and check the control board to

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ensure that proper temperatures are maintained. All incinerator operations will be documented in a log showing: date, time, temperatures, operator and type of waste material burned, and fuel consumption. These logs will be available for review by the FOS and NY State regulatory agencies, and maintained for three years. Temperature chart recorders will be maintained and charts retained for three years also.

(3) Minimum Standards of Performance

(a) Establish procedures that will be approved by the FOS to operate and control incinerators in order to thoroughly and completely consume material placed in the fire box and exclude any hazardous material. Clean out fireboxes and remove ashes weekly.

(b) Maintain complete and accurate incineration logs

b. Incinerator Routine Maintenance and Repair

(1) The Contractor shall install, maintain, adjust and repair PIADC incinerator systems according to equipment specifications/manufacturer's instructions. Typical tasks include, but are not limited to:

(a) Inspect, repair, and replace burners, fireboxes, instrumentation, controls, and all related equipment

(b) Repair and replacement of hydraulic cylinders

(c) Patching/repair of refractory, replacement of gaskets

(d) Housekeeping and painting

(2) Minimum Standards of Performance

Install, maintain, adjust, and repair incineration systems in accordance with equipment specifications and manufacturer's instructions.

c. Tasks Requiring Work Orders

(1) The Contractor shall design, repair, modify, replace, and install equipment as approved by the FOS and before work begins. Modification of systems will be done only with the written approval of the Facility Engineer and the PIADC Safety Officer. If an incinerator is to be shut down for repairs, the Contractor shall arrange to have operations transferred to another incinerator so as not to interrupt services. Typical projects could be: installing a new control system or removal and replacement of the refractory in the entire chamber.

d. Qualifications

All Contractor personnel associated with incinerator operations will be New York State certified. Operators are also to be Confine Space certified and lockout-tagout trained.

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C.075. Technical Services – Carpentry and Masonry

a. Carpentry and Masonry - Routine Work

(1) The Contractor shall provide carpentry, masonry, and locksmith services for the maintenance and repair of facilities at PIADC. The Contractor shall follow all industry and trade standards in the performance of these tasks. Facilities and equipment maintained include, but are not limited to:

- (a) Floors and walkways
- (b) Windows, cabinets, countertops, and case work
- (c) Ceilings, Walls
- (d) Furniture
- (e) Doors and Hardware
- (f) Roofs
- (g) Boilers and Incinerators
- (h) Marine vessels
- (i) Signs and other outside structures

(2) Contractor personnel shall observe safety and bio-security precautions described in the PIADC Safety Manual when working in laboratory modules, animal rooms and other restricted areas.

b. Alterations, Fabrications, Installations Maintenance and Repair to Wood and Non-Wood Structures.

(1) The Contractor shall inspect, alter, fabricate, install, maintain, modify, and repair wood and non-wood structures. Tasks performed will include, but are not limited to:

- (a) Altering, repairing, and modifying buildings, signs, and other fixtures and structures made of wood, plywood, wallboard, metal, and composite materials
- (b) Cutting and installing glass or non-glass windows in facilities and marine vessels
- (c) Fabricating scaffolds, storage pallets, storage bins, workbenches, etc.
- (d) Applying caulking compound and other filler material around door and window casings and other areas to achieve air and watertight seals
- (e) Caulking cracks, joints, seams, conduit, etc. to achieve a bio-seal in contained areas. Caulking material must be approved by the PIADC Engineering and Safety

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(f) Installing, maintaining, and repairing studs, sills, braces, joists, siding, dry and wood walls, etc.

(g) Installing and repairing bulletin boards, picture frames and furniture

(h) Repairs and replacements performed by the Contractor shall match the original structure in construction, materials, and appearance

(2) Minimum Standards of Performance

Install, maintain, modify, adjust, and repair structures to ensure structural soundness, durability, and aesthetic conformity.

c. Routine Maintenance and Repair of Roofs

(1) The Contractor shall maintain, and repair roofs that are of all types used at the facility, including but not limited to rolled, built up, shingle, slate, membrane, metal, etc. Typical tasks include, but are not limited to:

(a) Replacing shingles or other roofing materials

(b) Repairing or replacing flashing

(c) Repairing, cleaning, and replacing of gutters and down spouts

(d) Sealing leaks

(2) Minimum Standards of Performance

Maintenance and repair to roofs are to be accomplished to prevent water leakage.

d. Routine Maintenance and Repair of Floors and Floor Coverings

(1) The Contractor shall replace, maintain, and repair floors and floor coverings in accordance with accepted trade and industry standards. The Contractor shall make repairs and adjustments as needed to correct observed or reported deficiencies.

(2) Minimum Standards of Performance

Install and replace floor coverings such as sheet vinyl, mosaic tile, and carpeting to provide a neat and uniform appearance. Animal room floors will be free of cracks and porous surfaces and provide safe footing.

e. Routine Maintenance and Repair of Masonry Structures

(1) The Contractor shall replace, maintain, modify and repair a variety of structures and surfaces made of brick, block, stone, and tiles. Repairs and replacements performed by the Contractor

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shall match the original structure in construction and materials to meet the established safety requirements.

(2) Minimum Standards of Performance

Mix, pour, and finish concrete, cement, brick, and block surfaces to a uniform, level appearance; repairs should match original surface. Concrete is dismantled to minimize damage to adjoining surfaces.

f. Routine Maintenance and Repair of Locks

(1) The Contractor shall replace, maintain, repair, and adjust locks in accordance with the Contractor's Key Control Plan approved by the FOS.

(2) Minimum Standards of Performance

Replace, maintain, and repair locks and keys as required by the FOS. Key control procedures are followed in accordance with FOS instructions.

g. Routine Maintenance and Repair to Non-asbestos Insulation

(1) The Contractor shall install, replace, and repair non-asbestos insulation in ceilings, on pipes and ducts around equipment.

(2) Minimum Standards of Performance

Install, repair, and replace insulation on pipes, ducts and equipment in accordance with OSHA and EPA standards.

h. Install and Replace Doors, Windows, and Screens

(1) The Contractor shall install and replace doors, windows, frames, glass, storm windows, screens, and safety glass in windows and doors in buildings and other structures as required.

(2) Minimum Standards of Performance

Install and replace glass and non glass windows so that putty is properly angled and smoothed, glazing is properly bedded, sealed, or gasketed.

i. Qualifications

Contractor personnel involved with carpentry and masonry will have the appropriate journeyman level skills associated with the trade being performed.

j. Tasks Requiring Work Order

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The Contractor is responsible for all design, plan, and documentation of all projects. Typical projects could be: completing and renovating facilities or installing bulkheads, decks, and pilings; remove insulation, and/or constructing new roofs in excess of 1,000 square feet.

C.076. Technical Services – Plumbing and Pipefitting

a. Routine Tasks

(1) The Contractor shall replace, monitor, modify, adjust and repair all plumbing and steam and water distribution systems and equipment in accordance with equipment specifications and manufacturer's instructions, Federal, state and local codes, and the Uniform Plumbing Code. Maintenance and repair will include, but is not limited to, the following equipment and systems:

- (a) Water mains
- (b) Drain lines and traps (includes, but not limited to filling with water in bio-containment area)
- (c) Valves
- (d) Steam traps, pressure regulators, temperature control regulators, and circulating pumps
- (e) Condensate, vacuum, and compressed air, CO₂ and liquid nitrogen lines, systems, and associated components
- (f) Water distribution and sewage collection systems
- (g) Pneumatic heating system controls
- (h) Plumbing fixtures and equipment
- (i) Fire hydrants and installed building sprinkler systems
- (j) Underground sanitary and storm sewer lines
- (k) Autoclaves and sterilizers
- (l) Stills, demineralizers, and water softeners
- (m) Gas lines and regulators
- (n) Animal waterers in animal rooms

(2) Contractor personnel shall observe safety and biosecurity precautions described in the PIADC Safety Manual when working in laboratory modules and restricted areas.

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b. Routine Maintenance and Repair to Plumbing System

(1) The Contractor shall replace, maintain, monitor, test, modify, adjust, and repair all plumbing equipment, fixtures and systems in accordance with local, state, and Uniform Plumbing Codes. Tasks performed include, but are not limited to:

- (a) Unclogging drain and sewage lines
- (b) Adjusting or repairing leaky joints, faucets, toilets, etc.
- (c) Connecting steam, gas, and water lines to kitchen and laboratory equipment
- (d) Cleaning storm sewers and catch basins
- (e) Repairing or replacing corroded pipes
- (f) Repairing and replacing pumps
- (g) Maintaining and repairing plumbing waste lines, traps and valves
- (h) Repairing or replacing animal waterers
- (i) Cutting or drilling holes and openings in walls and floors, setting sleeves, thimbles, or inserts to provide passage and support for pipe and fittings
- (j) Checking piping, fittings, and fixtures for defective parts and leaks

(2) The Contractor shall make repairs and adjustment as needed to correct observed or reported deficiencies. Animal room maintenance will be scheduled during periods when animal rooms are vacant. If plumbing service is to be interrupted or contaminated sewage lines are to be accessed, the Contractor shall obtain FOS approval at least 24 hours in advance.

(3) Minimum Standards of Performance

(a) Replace, maintain, modify, adjust, and repair plumbing systems, equipment, and fixtures in accordance with equipment specifications, manufacturer's instructions, and state, local, and Uniform Plumbing Code.

(b) Laboratory drain traps will not be allowed to dry out.

c. Routine Maintenance and Repair to Steam and Water Distribution Systems

(1) The Contractor shall replace, maintain, monitor, test, modify, adjust, and repair all steam and water distribution systems. Typical tasks include, but are not limited to:

(a) Placing and connecting air, gas, and sewage lines and water fixtures such as hydrants, water lines and mains and water softening and demineralizing equipment

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- lines
- (b) Excavating and repairing underground water, storm, sewer, and sanitary sewer lines
 - (c) Repair or replace valves
 - (d) Repairing steam and condensate lines and equipment
 - (e) Cutting and welding medium and high pressure system lines
 - (f) Replacing worn hoses
 - (g) Regenerating various water systems
 - (h) Cleaning or replacing steam traps and pressure valves
 - (i) Maintaining and repairing hot water generators, pumps, pressure regulators and steam "decon" stations

(2) The Contractor shall make repairs and adjustments as needed to correct observed or reported deficiencies.

(3) If steam or water service is to be interrupted to any facility, the Contractor shall notify the FOS at least 24 hours in advance.

(4) Minimum Standards of Performance

Replace, maintain, modify, adjust, and repair water and steam lines, pipes, equipment, and related fixtures in accordance with equipment specifications, manufacturer's instructions, and state, local, and Uniform Plumbing Code and other regulatory agencies, i.e., EPA, ASTM, etc.

(5) Qualifications

Contractor personnel involved with plumbing and pipefitting will have the appropriate journeyman level skills associated with the trade being performed. Additionally, they will be Confined Space certified and lockout-tagout trained.

d. Major Repair and Replacement of Plumbing and Steam and Water Distribution Systems

The Contractor shall perform major repairs, replacement and installation of plumbing and steam and water distribution systems. The Contractor shall design and document all projects including a detailed cost and schedule baseline and receive FOS approval before starting work. Major repairs, replacements of plumbing systems of animal rooms will be performed during periods when animal rooms are vacant. Examples of major repair include, but are not limited to:

- (1) Remodeling or constructing showers and restrooms
- (2) Installing new water lines

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- (3) Installing new pumps and equipment
- (4) Constructing or modifying scientific facilities
- (5) Installing waterers and wash down stations in animal rooms

C.077. Technical Services – Painting

a. Routine Work

(1) The Contractor shall maintain all painted surfaces in accordance with industry and trade standards, where applicable the PIADC Safety Manual. All surfaces (interior and exterior) and pavement markings will be painted as requested by the FOS. The Contractor shall touch up and repair surfaces prior to paint application. Finished surfaces will not show peeling, cracking, chipping, running, or flaking. Painting will be performed in offices, laboratories, animal rooms, storage buildings, and at other structures. Contractor shall confirm paint selection with the FOS for Laboratory use.

(2) The Contractor shall also prepare, paint and finish office and laboratory furnishings and equipment. Items will be dismantled and reassembled as needed to produce a satisfactory, finished look. Painting tasks will include, but are not limited to:

- (a) Preparing and painting building interiors and exteriors
- (b) Constructing and painting signs
- (c) Maintain the painted surfaces of marine vessels above the water line

(3) The Contractor shall observe safety and biological safety precautions described in the PIADC Safety Manual when working in laboratory modules, animal rooms and other restricted areas.

b. Routine Maintenance and Repair of Surfaces

(1) The Contractor shall prepare surfaces for refinishing throughout the facility, including offices, laboratory modules, animal facilities, lounges, restrooms and large surface areas (hallway walls, complete side of a facility, etc.). Activities include, but are not limited to:

- (a) Scraping, sanding, and cleaning away dirt, dust, grease and other surface impurities
- (b) Caulking, taping, spackling, repairing holes or cracks and applying putty to achieve a smooth surface
- (c) Stripping, sanding, and refinishing concrete and non slip surfaces
- (d) Removing old paint. Precautions will be taken to insure proper handling of lead base paint to include disposal in compliance with regulations