



Homeland Security

June 30, 2009

Ms. Cynthia Frothingham
Business Manager
Field Support Services, Inc.
6303 Ivy Lane, Suite 130
Greenbelt, MD 20770

Subject: LETTER CONTRACT – HSHQPD-09-C-00006
Operations & Maintenance (O&M)
Science and Technology Directorate
Office of Research and Labs/Plum Island Animal Disease Center

Dear Ms. Frothingham,

Effective July 1, 2009, Field Support Services, Inc. (FSSI) is hereby authorized to provide operations and maintenance support services in accordance with the attached Statement of Work.

We anticipate definitizing this letter contract within 90 calendar days from the date of this letter contract as a Cost Plus Award Fee type contract in accordance with FAR 15. The definitized contract shall be One 9-month Base and Three 1-month Option periods.

Further, this letter contract is funded at the not-to-exceed ceiling amount of \$3,600,000.00 through September 30, 2009 for these services. Additional funding to cover the remaining balance (subject to negotiation) will be provided either by modification to this letter contract or by definitization of this letter contract. The \$3,600,000.00 constitutes the current maximum liability of the government.

If it becomes necessary to modify this letter contract to identify additional funded tasks before definitization, the modification will specifically state the revised increase in the Government's liability under this contract. Any modification will be subject to the same requirement and limitations as a new letter contract.

Pursuant to the Federal Acquisition regulations (FAR) Part 16.603-4, clauses required for this letter contract are included in full text as Attachment 1.

Please acknowledge your acceptance of this letter contract as indicated below and return the acknowledgement and signed Standard Form 26 to Courtney Byrd at Courtney.Byrd@dhs.gov by June 30, 2009 (See Attachment 1, FAR 52.216-23).

Should there be any questions pertaining to this letter contract, please contact me at 202-254-2296.

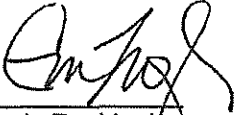
Sincerely,



Courtney B. Byrd
Acting Associate Director/Contracting Officer
Science and Technology/Research & Labs
Office of Procurement Operations

Acknowledgement:

I hereby agree to the terms and conditions of this letter contract.



Cindy Frothingham
Business Manager
Field Support Services, Inc.
cfrothingham@asws.asrc.com

6/30/09

Date

Attachments

Attachment 1 – Clauses and Provisions
Attachment 2 – Statement of Work (SOW)
Attachment 3 – Wage Determination

Cc: Don Hein, FSSI Contracts Manager

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 5
2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (if applicable)
P00001	See Block 16C	RSLF-09-00171	
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
U.S. Dept. of Homeland Security Office of Procurement Operations S&T PIADC 40550 Rt. 25 Orient Point NY 11957	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	DHS/OPO/S&T/PIADC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.	
WORLD TECHNICAL SERVICES INC 6303 IVY LANE SUITE 130 GREENBELT MD 207701479		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		HSHQPD-09-C-00006	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		
1672325320000		06/30/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$4,000,000.00
 NONE000-000-9X-37-02-04-005-01-00-0000-00-00-00-00-GE-OE-25-40-LF0008

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation code, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 167232532+0000
 The purpose of this modification is to:
 (1) Extend the Period of Performance,
 (2) Recognize the Contractor's Legal Change of Name,
 (3) Incorporate the following attachments:
 Attachment 4 Collective Bargaining Agreement
 Attachment 5 DD 254 Security form
 (4) Add incremental funding of \$4,000,000.00,
 as set forth on pages two through five herein.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia M. Frothingham, Vice President Business Manager	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Courtney Byrd
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	15C. DATE SIGNED 9/24/09
15C. UNITED STATES OF AMERICA <i>[Signature]</i>	15D. DATE SIGNED 9-23-2009

NAME OF OFFEROR OR CONTRACTOR
WORLD TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Discount Terms: Net 30</p> <p>Delivery Location Code: S&T MURRAY LANE DHS S&T 245 Murray Lane Building 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 07/01/2009 to 12/31/2009</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Operation and Maintenance Support Services for PIADC - 180 Days Obligated Amount: \$4,000,000.00</p> <p>LIST OF CHANGES:</p> <p>1. The Period of Performance End Date has been extended from 30-SEP-09 to 31-Dec-09.</p> <p>The following clauses are revised as follows:</p> <p>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 \$7,600,000 dollars. (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$7,600,000 dollars.</p> <p>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. Continued ...</p>				4,000,000.00

CONTINUATION SHEET

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HSHQPD-09-C-00006/P00001

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NAME OF OFFEROR OR CONTRACTOR
WORLD TECHNICAL SERVICES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>(b) The schedule for definitizing this contract is:</p> <table border="0"> <tr> <td>Event</td> <td>Date</td> </tr> <tr> <td>Proposal Submission</td> <td>Monday, 05 Oct 2009</td> </tr> <tr> <td>Start of Negotiations</td> <td>Monday, 09 Nov 2009</td> </tr> <tr> <td>Contract Definitization</td> <td>Monday, 23 Nov 2009</td> </tr> </table> <p>(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.</p> <p>(1) After the Contracting Officers determination of price or fee, the contract shall be governed by -</p> <p>(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) -</p> <p>(ii) All clauses required by law as of the date of the Contracting Officers determination; and</p> <p>(iii) Any other clauses, terms, and conditions mutually agreed upon.</p> <p>(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.</p> <p>Continued ...</p>	Event	Date	Proposal Submission	Monday, 05 Oct 2009	Start of Negotiations	Monday, 09 Nov 2009	Contract Definitization	Monday, 23 Nov 2009				
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NAME OF OFFEROR OR CONTRACTOR
WORLD TECHNICAL SERVICES INC

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NAME OF OFFEROR OR CONTRACTOR

WORLD TECHNICAL SERVICES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. On 05 Aug 2009, this office received a copy of the DCMA Maryland, Naval Sea Systems Division Name Change Agreement and mass contract listing for the Corporate Name Change effective 19 Dec 2008, recognizing the legal change from Field Support Services, Inc. (FSSI) to World Technical Services, Inc. (WTSI). The Central Contractor Registration (CCR) has been updated with the Name Change. This contract incorporates DCMA Maryland's Name Change Agreement, by reference, changing the contractor name change (and address) as follows:</p> <p>From: DUNS: 194163481 CAGE: 0P3R8 Field Support Services, Inc. Suite 130 6303 Ivy Lane Greenbelt, MD 20770-6322</p> <p>To: DUNS: 194163481 CAGE: 0P3R8 World Technical Services, Inc Suite 130 6303 Ivy Lane Greenbelt, MD 20770-6322</p> <p>3. The following documents are Incorporated In Full: Attachment 4 Collective Bargaining Agreement Attachment 5 DD 254 Security Form</p> <p>4. Add Incremental Funding in the Total Amount of \$4,000,000.00, increasing the total amount of funds obligated for performance of this Letter Contract from \$3,600,000.00 to \$7,600,000.00.</p> <p>5. CHANGES FOR LINE ITEM NUMBER 0001 Total Amount changed from \$3,600,000.00 to \$7,600,000.00 Obligated Amount for this modification: \$4,000,000.00 End Date changed from 30-SEP-09 to 31-DEC-09</p> <p>6. CHANGES FOR ACCOUNTING CODE: NONE000-000-9X-37-02-04-005-01-00-0000-00-00-00-00-00-GE-OE-25-40-LF0008 Amount changed from \$3,600,000.00 to \$7,600,000.00 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
WORLD TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	7. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. (End of Modification)				

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 350) **RATING** PAGE OF PAGES
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2. CONTRACT (Proc. Inst. Ident.) NO. HSHQPD-09-C-00006 3. EFFECTIVE DATE 07/01/2009 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RSLF-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

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

CODE 1672325320000 194163481 FACILITY CODE

11. SHIP TO/MARK FOR CODE S&T MURRAY LANE

DHS S&T
245 Murray Lane
Building 410
Washington DC 20528

12. PAYMENT WILL BE MADE BY CODE DRO BURLINGTON

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 (c) () 41 U.S.C. 253 (c) (1)

14. ACCOUNTING AND APPROPRIATION DATA

See schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$3,600,000.00

18. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

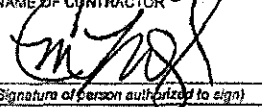
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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 as 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

20A. NAME OF CONTRACTING OFFICER
Courtney Byrd

19B. NAME OF CONTRACTOR
BY 

20B. UNITED STATES OF AMERICA
BY 

19C. DATE SIGNED
6/30/09

20C. DATE SIGNED
06/30/2009

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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: 167292532-0000 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-37-02-04-005-01-00-0000-00-00-00-00-00-GE-0E-25-40-LF0008</p> <p>FOB: Destination</p> <p>Period of Performance: 07/01/2009 to 09/30/2009</p> <p>Continued ...</p>				

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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 PIADC - 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 divestitures 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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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 Plant, 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 microorganisms 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

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(2) The Contractor shall move or cover equipment, furniture and other items around the work area prior to beginning work. Upon completion, the Contractor shall return the work area to the original arrangement or to the customer's satisfaction.

(3) Highly sensitive and valuable laboratory equipment will not be moved unless approved by the FOS. Equipment and furniture that cannot be moved will be covered with clean drop cloths to protect from splattering.

(4) The following surfaces will not be painted and will be carefully protected from paint splatters and other foreign material:

- (a) Brass and bronze equipment and finishes
- (b) Fire equipment
- (c) Nickel or chrome plated surfaces
- (d) Finished and anodized aluminum
- (e) Stainless steel
- (f) Formica
- (g) Tile
- (h) Glass
- (i) Plastic
- (j) Cork
- (k) Rubber
- (l) Natural wood grain, varnished, or shellac finishes
- (m) Valve stems, packing glands, or nuts
- (n) Valve tags
- (o) Baked enamel finishes such as electrical receptacles and switch bodies
- (p) Moving parts of hardware and mechanical equipment
- (q) Pipe and duct identification tags
- (r) Animal waterers and feeders

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(5) The Contractor shall prepare an overall paint schedule with which to accomplish the routine painting of both interiors and exteriors of occupied buildings. This schedule will be updated and submitted for FOS approval based on a mutually agreed upon frequency.

(6) The Contractor shall prepare and paint building interior and exterior surfaces, equipment, fences and other miscellaneous structures at PIADC. Surfaces include, but are not limited to:

- (a) Wood
- (b) Windows and frames, and doors and frames
- (c) Ferrous metal
- (d) Galvanized and zinc copper alloy
- (e) Masonry and concrete surfaces
- (f) Pipes
- (g) Electrical accessories
- (h) Plaster, wallboard, drywall

(i) These surfaces may be brand new and unfinished or previously painted. The Contractor shall mix paints and apply prime, intermediate and finishing coats to completely cover and hide old surfaces. The Contractor shall match the color of the pre existing surface as closely as possible, unless directed by the FOS to apply a different color. Surfaces will be free from runs, misses, splatters, and other visual defects

(7) Minimum Standards of Performance

Paint and refinish interior and exterior surfaces according to a FOS approved schedule so that all required painting is accomplished on time and that all freshly painted surfaces are free of misses, runs, and finish defects. Animal room surface repairs will only be scheduled to be accomplished during periods when animal rooms are vacant.

c. Paint Signs

(1) The Contractor shall construct, hand letter, or paint signs for exterior use to relate safety information and traffic controls as directed by the FOS. Signs will be stenciled, hand lettered, or have pre cut characters applied to meet customer requirements. Signs will be neat, without runs, and correctly lettered showing proper spacing and alignment of letters.

(2) Twice during the period of performance of this bridge contract, preferably during the spring and fall seasons, the Contractor shall paint the six (6) cable crossing signs. Sign locations and dimensions are given in TE-12.

(3) Minimum Standards of Performance

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Prepare safety information and traffic control signs in accordance with FOS instructions. Signs will be neat, without runs, and correctly lettered showing proper spacing and alignment of letters. Cable crossing signs should be painted in the spring and the fall as directed by the FOS.

d. Pavement Markings

(1) The Contractor shall paint parking lot lines, on paved surfaces as requested by the FOS. The Contractor shall notify the FOS at least 24 hours in advance of the need to close a parking area to apply markings. At the FOS request, the Contractor shall be required to work outside of normal duty hours to apply pavement markings to minimize disturbances to normal parking patterns.

(2) Minimum Standards of Performance

Paint or otherwise apply traffic and other surface markings on paved surfaces at PIADC in accordance with state, local and PIADC traffic regulations. Markings will be clear and distinct and free of smudges and irregular borders.

e. Special Surfaces

(1) The Contractor shall prepare and paint surfaces requiring special coatings and attention such as refrigeration equipment, cold rooms, animal rooms, and water towers. The paint material will be heat, corrosion, and chemical resistant and may require special handling and application.

(2) Minimum Standards of Performance

Paint is appropriate for the specific surface to be covered and applied so that the finished surface shows no runs, bubbles, cracks or peeling.

f. Miscellaneous Painting

(1) When requested, the Contractor shall prepare and paint various items and surfaces such as: fences, gates, signposts, bumper blocks, guy wires, guards, reflectors, laboratory equipment, incinerators, etc.

(2) Minimum Standards of Performance

Prepare and paint surfaces as directed by the FOS. Paint is appropriate for the specific surfaces; surface is prepared to promote paint adhesion and shows no bubbles, cracks or peeling upon completion.

g. Special Tasks Requiring a Work Order

(1) Painting of New Construction and Alterations

The Contractor shall repair holes, chips, or cracks in newly constructed, damaged or altered surfaces using putty, caulking or spackling, or otherwise prepare such surfaces for painting and apply paint as appropriate to preserve the integrity of the structure. Final coatings should match the finish

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of existing or similar structures at the Center. Finished surfaces will be free from misses, runs, chips or other defects.

C.078. Technical Services – Sheet Metal and Welding Services

a. Routine Work

(1) The Contractor shall install, repair, weld, and assemble metal components of buildings, structures and equipment in accordance with all industry and trade standards and all applicable OSHA, EPA and NFPA regulations. Typical tasks performed include, but are not limited to:

(a) Repairing sheet metal, stainless steel, aluminum, cast iron, black iron and brass using ARC, TIG or MIG welding

(b) Sketching, laying out, and constructing irregular shaped metal components

(c) Welding using acetylene gas, brazing, and soldering on light, heavy gauge and hardened metals as well as steam lines and other pressurized systems

(2) The PIADC Fire Chief will issue a locally produced burn permit for all welding, cutting or brazing performed outside of a shop environment.

b. Routine Maintenance and Repair

(1) The Contractor shall install, maintain, modify, and repair metal components of buildings, marine vessels, equipment, fixtures and other items in accordance with applicable Federal, state, and local codes. Activities performed include, but are not limited to:

(a) Fabricating ducts, fittings, safety boxes, hoods, metal covers, and frames

(b) Constructing animal barriers, air tight door frames, and metal gates

(c) Welding boilers, sewage treatment tanks, vehicle and heavy equipment parts, and chain hoists for boats

(d) Designing and fabricating special tools

(e) Maintaining metal components of animal rooms, i.e., rails, gates, chutes, hinges, doors, feeders and waterers

(2) The Contractor shall make repairs and adjustments to correct observed or reported deficiencies. If the Contractor cannot repair an equipment item, he will submit to the FOS, within 48 hours, a written explanation of the problem, cause, and recommended solution.

(3) Minimum Standards of Performance

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Provide routine welding services in accordance with Federal, state, and local codes ensuring the product is solid, sturdy, has no metal fatigue, and performs as designed. Fabricated parts are constructed as specified, in proper dimensions, and air tight equipment is free of any leakage. Maintenance and repair of animal room metal equipment and components must be accomplished during periods when animal rooms are vacant.

c. Qualifications

Welders should possess a variety of weld qualifications for different configurations, materials, and welding processes. These people should also be Confined Space certified.

d. Special Tasks Requiring a Work Order

(1) Maintain and Repair Scientific Equipment

The Contractor shall install, maintain, modify, repair and fabricate components for scientific equipment as required by the FOS. Tasks will include, but not be limited to:

(a) Fabricating air locks and air tight doors

(b) Fabricating and rebuilding special laboratory equipment, such as lined and insulated carrying cases

(c) Fabricating fittings and other materials for installation on laboratory equipment

(2) The Contractor shall observe safety and bio security precautions prescribed by the PIADC Safety Manual when performing maintenance and repair in restricted laboratory modules or other areas. The Contractor shall not interfere with laboratory operations during performance of repair and maintenance activities. Equipment will not be removed from its location for repair unless approved by the FOS.

e. Custom Equipment

(1) The Contractor shall produce custom, one of a kind equipment and parts at the request of the FOS. The Contractor shall work from blueprints, sketches, drawings and work orders. Original items may include, for example: steel tanks, trays, gauge racks, animal room hardware, and stainless steel carrying boxes.

(2) The Contractor shall work closely with the FOS and the customer to ensure that the fabricated product is functional and meets its intended use.

C.079. Technical Services – Electrical Services

a. Routine Work

(1) The Contractor shall install, maintain, modify, adjust and repair all electrical systems in accordance with equipment specifications, manufacturer's instructions, and all applicable Federal, state,

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and local codes and the National Electric Code. The Contractor shall have trained and qualified personnel available on site, 24 hours a day, to perform routine and emergency services. The equipment to be maintained includes, but is not limited to:

- (a) Exterior
 - (i) Transformers
 - (ii) Breakers
 - (iii) High voltage (15KV) and secondary distribution systems
 - (iv) Area security lighting
 - (v) Electrical substations
 - (vi) All standby emergency generating plants and equipment
 - (vii) Related equipment including: underground cables, conduits, braces and brackets, guy wires, anchors, poles, cross arms, transformer racks, insulators, breakers, fuses, conductors, switchgear, etc.
- (b) Interior
 - (i) High voltage (15KV) draw out power switchgear
 - (ii) Paralleling switchgear
 - (iii) Building wiring and lighting systems
 - (iv) Electrical controls, relays, programmable logic controllers
 - (v) Electric motors
 - (vi) Electric fans
 - (vii) Lighting fixtures
 - (viii) All wiring, switches and receptacles
 - (ix) Related equipment, such as: main disconnect devices, cables, raceways, motor control centers, contractors, motor starters, switches, ducts, capacitors, regulators, grounding equipment, conduits, installed TV monitoring systems, lamps, clocks, and all accessories necessary to distribute electricity.

b. Routine Maintenance and Repair

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(1) Contractor shall install, maintain, adjust and repair all electrical systems, facilities, distribution, and power generating equipment and their components. Activities will include but are not limited to:

- (a) Troubleshooting and repairing power circuits, controls, switches, thermostats, and relays
- (b) Connecting wires to outlets, switches, receptacles, and power sources
- (c) Testing circuits and equipment including energizing all redundant circuits on a monthly schedule
- (d) Maintaining and repairing service hoists
- (e) Installing, testing, maintaining, and repairing electric motors and fans
- (f) Checking controls and components of motor controls and circuits
- (g) Repairing electrical equipment and machinery
- (h) Troubleshooting and repairing electrical controls for HVAC equipment, such as: flow meters, temperature and pressure recorders, magnetic starters, pump controls, individual heating unit systems and electrical components of air conditioning and refrigeration equipment
- (i) Maintaining emergency generators, substations and transformers
- (j) Maintaining emergency lighting and backup battery power systems

(2) The Contractor shall make repairs and adjustments as needed to correct observed or reported deficiencies. The Contractor shall perform tasks without causing disruption to electrical service at PIADC. If service must be interrupted, the Contractor shall confer with the FOS before taking action. All replacement material and components will be Underwriters Laboratories listed or approved. If the Contractor cannot repair an equipment item, the Contractor shall provide the FOS within 48 hours, a written explanation of the problem, cause, and recommended solution to include a detailed cost and schedule estimate.

(3) All electrical equipment installed in animal rooms will be of the approved type for wet locations and equipped with ground fault interruption (GFI) protection.

(4) Minimum Standards of Performance

(a) Install, maintain, modify, adjust, and repair all electrical systems, facilities, distribution equipment, to include high voltage electrical and scientific equipment and systems, and their components in accordance with equipment specifications, manufacturer's instructions, state and local codes, National Electric Code, and sound electrical engineering judgment. Contractor service should be delivered to ensure no interruptions to electrical service at PIADC. Preventive maintenance is performed in accordance with the FOS approved schedule.

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(b) All electrical equipment installed in animal rooms will be of the approved type for wet locations and equipped with ground fault interruption protection (GFI).

(c) The Contractor shall provide written notification to the FOS, Center Engineer, Research and Support Personnel at least one duty day in advance for scheduled shutdowns.

c. High Voltage Electrical Work

(1) The Contractor shall install, maintain, modify, adjust, and repair all high voltage electrical equipment in accordance with OSHA, Federal, state, and local regulations, and the National Electric Code. Activities will include, but not be limited to:

(a) Inspecting and testing substations and equipment

(b) Maintaining generators, transformers, switches, circuit breakers, high voltage distribution power lines and underground cables

(c) Monthly energizing all redundant distribution systems

(d) Monthly testing of backup generating equipment

(e) Trimming trees and brush from around power lines, transformers, and substations

(2) The Contractor shall properly secure all utility distribution lines prior to work accomplishment.

(3) The Contractor shall provide written notification to the FOS, Center Engineer, Research and Support Personnel twenty-four hours in advance for scheduled electric shutdowns. Emergency repairs will be addressed immediately.

d. Qualifications

All Contractor personnel working with high voltage electricity (greater than or equal to 15KV) will have the equivalent of journeyman high voltage electrician with high voltage experience and training. All other Contractor electricians will have equivalent journeyman electrician industrial experience and qualifications. All Contractor electricians will be Confined Space certified and lockout-tagout trained.

e. Special Tasks Requiring a Work Order

(1) Major Repair and Replacement

(a) The Contractor shall perform major repair and replacement of electrical systems and equipment as requested by the FOS. The Contractor shall design and document all projects and receive FOS approval before work begins. Major work may include, but not be limited to:

(i) Installing transformers, poles, and high voltage distribution lines

(ii) Replace backup generators

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(iii) Repair or replace major electrical components of the chiller systems

(iv) Rewire an entire office, laboratory, or facility

(b) The Contractor shall observe all safety and biological precautions required by the PIADC Safety Manual when entering and leaving restricted areas to perform maintenance and repair. The Contractor shall not interfere with scientific operations in the delivery of service. Equipment will not be removed from its location for servicing unless approved by the FOS.

(c) If the Contractor determines that equipment is unserviceable, the FOS will be informed, in writing, explaining the problem, probable cause, and recommended solution.

C.080. Technical Services – Power Generation Services

a. Routine Work

(1) The Contractor shall install, maintain, adjust, and repair all power generation systems in accordance with equipment specifications, manufacturer's instructions, and all applicable Federal, state, and local codes and the National Electric Code. The Contractor shall have trained and qualified personnel available 24 hours a day, to perform routine and emergency services. Currently, the services provided include, but are not limited to:

(a) Operating diesel powered generators to provide electricity to the island during power outages and Long Island Power Authority (LIPA) critical days

(b) Performing preventive maintenance and other scheduled inspections of power generating equipment

(2) The Contractor shall ensure that power is supplied to PIADC 24 hours a day.

b. Power Plant Operations

(1) The PIADC power plant consists of two (2) 1250 KVA, 1400 HP two cycle diesel generators and one (1) 1125 KVA, 1200 HP four cycle diesel generator located in Building 103.

(2) The Contractor shall operate the necessary number of generators to provide PIADC with a continuous supply of electricity. LIPO provides PIADC with electricity under normal operations. The Contractor shall inspect and operate, under load, the emergency generators to ensure they will operate when required. Conditions under which the Contractor must operate the generators to provide PIADC with power include, but are not limited to:

(a) Power outages or LIPA critical days

(b) Building 101 chiller start up

(c) During periods of severe weather

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(3) Minimum Standards of Performance

(a) Operate generators to ensure no interruptions to electrical service at PIADC. Test and inspect batteries, transformers, and generators daily to ensure proper operation; make repairs and adjustment as needed to correct observed or reported deficiencies. All generator and power plant logs are to be filled out accurately and completely.

(b) Maintain a power plant log book updated during the shift to log operations, maintenance performed, concerns, problems, etc. and signed by the shift electrician at the end of the shift. Log to be used as a tool for shift turnover.

(c) The Contractor shall maintain a generator log during operating periods with readings taken at least every hour. Generator logs are shown in TE 10. The Contractor shall provide an SOP defining the parameters of emergency generator operation for FOS approval within 30 days of contract award.

c. Routine Maintenance and Repair

(1) The Contractor shall install, maintain, adjust and repair power generating equipment. Activities will include, but not be limited to:

- (a) Repairing diesel engine fuel injectors and pumps
- (b) Replacing valve assemblies, pistons, and liners
- (c) Checking batteries and repacking bearings

(2) Minimum Standards of Performance

Install, maintain, modify, adjust, and repair all power generating systems and their components in accordance with equipment specifications, manufacturer's instructions, state and local codes, and NEC. Preventive maintenance will be performed according to a FOS approved schedule.

d. Power Outages

(1) The Contractor shall have qualified personnel available on site to respond to power outages during normal duty and non duty hours. The Contractor shall take action to restore electrical service quickly within 10 minutes. After power is restored, the Contractor shall resume service, restart equipment such as boilers, pumps, sewage lagoon aerators and appliance system components in all affected buildings. All outages will be reported to the Duty Officer and FOS as to probable cause, duration, and damage.

(2) Minimum Standards of Performance

The Contractor shall respond to electrical outages within two minutes of occurrence, and have the emergency generators on line and supplying electrical power within 10 minutes of the events. The Contractor shall operate the generators until normal electrical service is resumed.

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e. Special Tasks Requiring a Work Order

Major Repair and Replacement - The Contractor shall perform major repair and replacement of power generating systems and equipment as requested by the FOS. The Contractor shall perform major design, repair, and replacement of power generating systems and equipment as approved by the FOS and before work begins. A typical project could include replacing a main circuit breaker.

C.081. Technical Services – Electronic Services

a. Routine Work

(1) The Contractor shall install, maintain, modify, adjust and repair electronic systems in compliance with equipment specifications, manufacturer's instructions, and all applicable Federal, state, and local codes. Equipment to be maintained includes, but is not limited to:

- (a) Recording instruments and gages
- (b) Electric, pneumatic and computer controls
- (c) Alarm, annunciation and card recognition systems
- (d) Frequency, speed, pressure, flow and level controls, switches and thermostats
- (e) Related components such as: wiring, printed circuit boards, electronic components, capacitors, fuses, integrated circuits and heat sinks

b. Routine Maintenance and Repair

(1) The Contractor shall install, maintain, monitor, test, modify, adjust, and repair all electronic equipment and their components such as alarms, annunciators, and controls in accordance with equipment specifications and manufacturer's instructions. Activities will include, but are not limited to:

- (a) Receiving and testing new electronic equipment
- (b) Repairing and replacing electronic devices
- (c) Troubleshooting electronic equipment and circuits, instruments, controls
- (d) Maintaining and repairing electronic controls, such as valve operators, damper operators, pressure reducing valves, selector switches, duct humidistat, and pressure switches
- (e) Calibrating, aligning, and testing electronic controls, such as photoelectric scanner and programming controls, temperature and pressure recorders, magnetic starters, electronic modulator controls, etc.

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(2) The Contractor shall make repairs and adjustment as needed to correct observed or reported deficiencies. If a device requiring repair is of a critical nature such as an alarm, the Contractor shall notify the FOS of the problem and install a backup device. All replacement material and components will be listed or approved by Underwriter Laboratories. If the Contractor cannot repair an equipment item, the Contractor shall provide the FOS, within 48 hours, a written explanation of the problem, cause, and recommended solution.

(3) Minimum Standards of Performance

(a) Install, maintain, modify, adjust, and repair electronic systems, components, and equipment in accordance with equipment specifications and manufacturer's instructions. Preventive maintenance is performed in accordance with the FOS approved schedule.

(b) The FOS will be notified in a timely fashion of critical system malfunctions. These notifications will be in writing, in a report format, and delivered within 24 hours of the occurrence.

(c) The Contractor shall observe safety and biological safety precautions described in the PIADC Safety Manual whenever required to enter or leave bio-containment areas for maintenance and repair. Maintenance services will not interfere with scientific activities. Equipment will not be removed from its location for repair without approval of the FOS.

(d) If the Contractor determines equipment is unserviceable, the FOS will be informed, in writing, explaining the problem, probable cause, and recommended solution.

(e) Install, maintain, modify, adjust, and repair scientific equipment and components in accordance with equipment specifications and manufacturer's instructions. Preventive maintenance is performed in accordance with the FOS approved schedule. FOS will be notified in a timely fashion of critical repairs, which are considered unserviceable within 24 hours of such a decision.

c. Special Tasks Requiring a Work Order

(1) Major Maintenance and Repair

The Contractor shall install, repair, and replace major electronic systems and components. The Contractor shall design and document all projects and receive FOS approval before work begins.

(2) Cable Systems

The Contractor shall fabricate, install, repair, and replace cable to support computer, electronic systems and the PIADC telephone system, as may be requested by the FOS.

C.082. Technical Services – Computer Alarm System Services

a. Routine Work

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(1) The Contractor shall provide personnel to continuously monitor the computer alarm system 24 hours a day, and respond to alarms to ensure proper operation of all associated equipment. Currently, the equipment hooked up to the alarm system includes, but is not limited to:

- (a) Freezers
- (b) Air Handling Units
- (c) Air Compressors
- (d) Incubators
- (e) Sewage Pumps
- (f) Exhaust/Supply Fans
- (g) High Water Alarms

(2) The Contractor shall respond to alarms and repair equipment as necessary to maintain supply and exhaust ventilation, temperature, humidity and pressure ranges identified by the FOS.

b. Monitor Computer Alarm System

(1) The facility currently operates under the control of a Siemens Landis and Direct Digital Control (DDC) unit.

(2) During normal duty hours, the Contractor shall alert appropriate laboratory personnel within 5 minutes that an alarm connected to laboratory equipment sounds, and proceed with troubleshooting procedures to make repairs to alarmed equipment, ensuring normal operation of the equipment. If equipment cannot be returned to normal operation within two hours, the FOS will be so informed.

(3) After normal duty hours, the Contractor shall respond to all alarms within 10 minutes that an alarm occurs and ascertain why the alarm activated. In the event that critical equipment such as freezers, walk-in coolers or incubators are impacted requiring maintenance or repair and that equipment has materials inside where there are no written instructions for the handling of those materials, the Contractor shall telephone the individual responsible for that equipment to ascertain what corrective action is desired. All alarms will be logged by the Contractor to include, at a minimum, the time, date, equipment item, and remedial action taken. Typical duties performed in responding to alarms include, but are not limited to:

- (a) Close freezer doors left open
- (b) Re start air compressors, air handlers, exhaust and supply fans
- (c) Repair damaged sewage pumps, valves, etc.

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(4) If the Contractor determines equipment is unserviceable, the FOS will be informed, within 24 hours, in writing, explaining the problem, probable cause, and recommended solution. When entering bio-containment areas, the Contractor shall observe all regulations described in the PIADC Safety Manual.

(5) Minimum Standards of Performance

Respond to computer alarms within 10 minutes of occurrence; resolve problem or notify proper points of contact as to condition. The Contractor shall insure that at no time will the alarm system be turned off without determining the trouble and making the necessary repairs. Observe all established bio-containment procedures when entering and leaving laboratories.

c. Reprogram Computer

(1) The Contractor shall program or reprogram the Building Automation System, or change DDC set points as directed by the FOS, to change the time of operation and alarm points for pressure and temperature, to add additional points, or to update the graphics display.

(2) Minimum Standards of Performance

Reprogram computer such that the alarm sounds when critical temperature and pressure points are reached.

(3) Qualification

All Contractor personnel shall have adequate computer skills and electronics background in Siemens Landis training.

d. Special Tasks Requiring a Work Order

Add or Delete Equipment - The Contractor shall add, delete, or replace equipment to the computer alarm system as requested by the FOS.

C.083. Quality Assurance – General

a. The Contractor shall establish and maintain a complete Internal Quality Assurance/Quality Control (QA/QC) Program. This will include a periodic monitoring program of all areas and scheduled internal inspections. The Contractor's QA/QC Program will be designed to encourage total quality improvement at every level of the organization. This Quality Program should not only address correcting identified problems, but identify and correct the root causes that led to a potentially or actual unsatisfactory condition. The emphasis of this program should be in properly assessing:

- (1) The quality of worker performance
- (2) Performance as related to schedule
- (3) Safety and environmental compliance performance

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b. The Contractor shall submit a staffing plan for the QA/QC function, which will include, as a minimum, a QA/QC Manager who will have no other duties other than performing quality control. The Contractor shall provide the qualifications of this Manager for approval by the FOS as a key personnel position. The individual recommended should have previous QA/QC experience at a technical facility managing an operations, maintenance, and services contract with a proven record of performance.

c. The FOS reserves the right to interview any member of the QA/QC organization at any time in order to verify the submitted qualifications.

C.084. Quality Assurance – Quality Control Plan

a. The Contractor shall develop a Quality Control Plan and submit it to the FOS within 90 days of contract award. Specific items to be included in the plan will be:

(1) Schedule to review all areas of responsibility under this contract based on a mutually agreed upon date to ensure minimum level of standards as identified in this contract is being met. Attention should be paid to ensuring inspection frequency corresponds to the hazard or risk of a certain program being deficient.

(2) Areas to be inspected. This will include a review of specific "In-Process" operations, "After-Action" reviews of operations, and "General" reviews of functional areas under the cognizance of the contractor. Additionally these inspections should ensure proper equipment/plant operations, sufficient procedural knowledge by the operating personnel, and response to plausible casualty conditions.

(3) Method of identifying deficiencies in the quality of services before the level of service is below minimum performance standards such that corrective actions need to be taken.

(4) A method to identify deficient trends and patterns and then using this information to ensure reoccurring deficiencies are corrected.

(5) The format of the Contractor's Quality Control Reports. This will include "In-process", "After Action", and "General Area" Quality Control Reports.

(6) Methods of documenting and enforcing quality control operations of both the Contractor and any Subcontractors, including inspection and testing.

(7) Method for maintaining a file of all Quality Control Reports, inspection results, identified root causes, corrective actions required and/or performed, and closeout actions taken throughout the term of this contract. This file will be the property of the Government and made available to the FOS or his designated representative, upon request, during regular working hours. The file will be turned over to the FOS within 10 days after completion or termination of the contract.

b. Notification of Changes. The Contractor shall notify the FOS of any proposed changes in the QA/QC Program or assigned personnel. Notification will be in writing and will be submitted seven (7) calendar days prior to the proposed change. All changes will be subject to approval by the FOS.

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c. QA/QC Plan Meeting. Prior to the contract start date the Contractor shall meet with the FOS and the DO to discuss the plan requirements for this contract, and to develop a mutual understanding of the plan, details, documentation, and administration for all contract requirements. The Contractor shall be required to document, in detail, how the QA/QC program will be implemented.

C.085. Quality Assurance – Customer Feedback

a. Twice during the period of performance of this bridge contract, QA/QC Manager will review the results of the Program with the FOS and the DO and other customer concerns with quality of services. The contents of these reviews will be documented and any outstanding actions reported and addressed by the Contractor through the QA/QC program process.

b. The Contractor's Project Manager will meet with the FOS as often as deemed necessary by the FOS. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings will be prepared by the Government and be signed by the CO, the Contractor, or the designated representatives, as appropriate. The Quality Assurance Plan for the Center will contain procedures for quality assurance determination and administration. A copy of this plan will be provided to the Contractor.

C.086. Safety and Environmental Services – General

a. The Contractor shall conduct all work in a safe and environmentally responsible manner and in compliance with all Federal, State and local requirements. If the Contractor fails or refuses to promptly comply with safety or environmental requirements, the PIADC DO or the Safety and Environmental Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

b. The Contractor shall support and comply with the Safety, Health, and Environmental Program for the PIADC. Ultimate responsibility for the PIADC Safety, Health, and Environmental Program remains with PIADC senior leadership. The PIADC Safety Officer, and the Safety and Environmental Manager will be furnished with a copy of all Safety, and Health related correspondence originating from or directed to the Contractor. The Safety and Environmental Manager will be furnished with copies of all such correspondence regarding the PIADC Environmental Management Program. The Contractor shall comply with the PIADC Safety, Health and Environmental program within the parameters described herein and in other memoranda and documentation as required by Federal, State and local laws and regulations, DHS, APHIS, and PIADC.

C.087. Safety and Environmental Services – Citations

Citations of Contractor-operated Government facilities for noncompliance with environmental and/or occupational standards will be reported immediately to the Safety and Environmental Manager and DO with a description of the problem, action taken to correct the noncompliance and recommended change(s) in practice(s). Fines and/or penalty charges associated with citations issued by Federal, State or local officials will be paid by the party against whom the fines or penalty are assessed. If the Government pays the fines or penalties, and the citations are issued due to faulty operations, neglect, or maintenance

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practices of the Contractor, the Contractor shall be held liable for the cost of the fine or penalty. If the Contractor pays the fines or penalties and the citation is issued not due to the fault of the Contractor, then upon submission of proper invoices, the Government will reimburse the Contractor for the cost of such fines or penalties.

C.088. Safety and Environmental Services – Site Safety and Health Plan

The Contractor shall prepare and submit for approval to the Safety and Environmental Manager a Site Safety, Health, and Environmental Plan (SSHEP) that meets the applicable requirements of OSHA Standard 1910.120, within forty-five (45) days after contract award. This plan will include as a minimum:

- a. Signature sheet, including title, signature and phone numbers of
 - (1) The plan preparer (e.g., corporate safety representative)
 - (2) The plan approval (e.g., owner, company president)
 - (3) Plan concurrence (e.g., Project Manager)
 - (4) The "competent" person or position, as defined by OSHA, for each program listed
- b. Background Information
 - (1) Contractor name
 - (2) Contract Number
 - (3) Project Title
 - (4) Brief description of the work to be performed and the site description
 - (5) Listing of types of work and activities requiring activity hazard analysis
- c. Statement of O&M staff integrated into Government-sponsored programs
- d. Statement of Environmental Protection and Pollution Prevention Policy
- e. Statement of Safety and Health Policy
- f. Subcontractors and Supplier Information
 - (1) Statements of Work for waste disposal and recycling subcontractors
 - (2) Means for controlling and coordinating subcontractors and suppliers.
 - (3) Safety responsibilities of subcontractors and suppliers

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- (4) Method to ensure control of materials brought to the PIADC
- (5) Description of all non-laboratory inventory control of materials
- g. Training
 - (1) List of subjects to be discussed with employees in personnel orientation
 - (2) List of mandatory training and certifications that are applicable to work conducted at PIADC
 - (3) Identification of requirements for spill and emergency response training
 - (4) Outline of requirements for supervisory and employee safety meetings (e.g., who attends, when it is given, and who is the leader)
 - (5) Description of a refresher training program
 - (6) Description of training records management
- h. Safety and Health Inspections
 - (1) Who will conduct safety inspections
 - (2) When inspections will be conducted
 - (3) What the safety inspections include
 - (4) How the inspections will be recorded
 - (5) A description of the deficiency tracking system
 - (6) Detailed follow-up procedures for corrective actions
- i. Safety, Health, and Environmental Expectations, Incentive Programs, and Compliance
 - (1) The company's written safety program goals, objectives, and accident experience goals
 - (2) Brief description of the company's safety incentive program
 - (3) Policies and procedures regarding non-compliance with safety environmental protection requirements, to include disciplinary actions for violations of these requirements
 - (4) Written company procedures for holding managers and supervisors accountable for safety and environmental compliance
- j. Environmental Audits

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- (1) Who will conduct environmental compliance audits
 - (2) When the audits will be conducted
 - (3) What the audit will include
 - (4) How the audits will be documented
 - (5) A description of the deficiency tracking system
 - (6) Detailed follow-up procedures for corrective actions
- k. Accident Reporting: Identify who will be trained and who will complete the following:
- (1) Exposure data
 - (2) Accident investigations, reports and logs
 - (3) Immediate notification of major accidents
- l. Medical Support: Outline on-site medical support and off-site medical arrangements
- m. Personal Protective Equipment: Outline procedures for conducting job hazard assessments and written certifications for use of personal protective equipment.
- n. Plans (Programs, Procedures) Required: Provide the site-specific program for the PIADC. Include the person or position of the individual that will be the "competent" person or program manger as defined by OSHA for each program listed. Topics include at a minimum, but are not limited to:
- (1) Personal protective equipment
 - (2) Respiratory protection plan
 - (3) Hazard communication program
 - (4) Contractor occupational health maintenance program
 - (5) Hearing conservation program
 - (6) Entry into confined spaces
 - (7) Hazardous energy control plan (lockout-tagout)
 - (8) Asbestos management and abatement plan
 - (9) Lead management and abatement plan

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- (10) Health hazard control program - workplace monitoring (e.g., chlorine gas, formaldehyde, sodium hydroxide, pesticides, etc.)
- (11) Accidents/Illness reporting, investigation and analysis
- (12) Contingency plan for severe weather
- (13) Trenching and excavation
- (14) Pesticide use and protection program and licensing requirements
- (15) Emergency Response Plans
 - (a) Procedures and tests
 - (b) Occupant emergency evacuation
 - (c) Spill plans
 - (d) Spill drills
 - (e) Man overboard/abandon ship
 - (f) Fire brigade
 - (e) Posting of emergency telephone numbers
- (16) Storage tank management program
- (17) Compress gasses and air plan
- (18) Plan for prevention of alcohol and drug abuse

o. The Contractor shall provide information on how the requirement of major sections of the ARS Manual 230.0, the Safety, Health and Environmental Management Program, will be followed in their SSHEP plan. Particular attention will be paid to personal protective equipment, fire prevention, machinery, and mechanized equipment, electrical safety, public safety requirements, chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site-specific hazards and controls will be provided in the activity hazard analysis for each phase of this operation.

p. The Contractor shall provide information in SSHEP on the following environmental programs and plans in accordance with the applicable Federal, State, Local, DHS, and PIADC regulations, including how the requirements will be implemented.

- (1) Topics include:
 - (a) Spill prevention, control, and countermeasure program

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- (b) Facility Response Plan
- (c) Storm water pollution prevention program
- (d) Fuel Barge Delivery Operational Plan
- (e) Best Management Practice
- (f) Hazardous Waste Management Plan/Recycling Plan
- (g) Waste Minimization Plan
- (h) Environmentally Preferable Procurement Program

(2) The Contractor shall update existing plans to meet any new regulations as necessary (based on a mutually agreed upon date) and provide to the Safety and Environmental Manager for review and approval.

(3) The Contractor shall provide training to new employees on the program and plan requirements at the discretion of the DO.

(4) The first update of the written plans (a through f) will be submitted to the Safety and Environmental Manager within the first 6 months after award of contract in accordance with a proposed schedule to be provided to the Safety and Environmental Manager within 15 days after award.

(5) The Contractor shall prepare those plans that do not currently exist for review and approval within 6 months after award of the contract.

C.089. Safety and Environmental Services – PIADC

The Contractor shall employ professionally trained safety, health and environmental personnel to perform the PIADC Safety, Health, and Environmental Program requirements. The program support will include, but is not limited to, the following activities:

- a. Conduct First Aid, Cardio-Pulmonary Resuscitation (CPR), fire prevention/safety (including use of fire extinguishers), Hazardous Communication/Right-to-Know training.
- b. Participate in Medical Surveillance Programs as directed by the USDA, ARS, APHIS, OSHA, DHS, State of New York, and other regulatory agencies as described in TE-4 and TE-5. The Contractor shall submit a written plan for these two medical programs to the Safety and Environmental Manager within 30-days after contract award.
- c. Participate in the activities of the PIADC Emergency Teams, i.e., fire, hazardous materials spill, biological release, petroleum product spills, after hours response, medical emergency, radiological spills, Millstone Nuclear Power Plant incident response and other emergency teams.

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- d. Support and participate in activities of the PIADC Safety and Health Committee, and the PIADC Environmental Management Council
- e. Support and participate in the Hazardous Waste Disposal Program
- f. Support and participate in the Regulated Medical Waste Program
- g. Support and participate in the Center Asbestos Abatement Program
- h. Operate and provide technical supervision of the non-laboratory chemical and hazardous materials storage activities, including inventory control.
- i. Inspect, maintain and repair/replace emergency safety equipment including but not limited to emergency eyewash and deluge shower stations, spill control kits, first aid kits, etc.
- j. Manage, assist and coordinate the performance testing of biological safety cabinets, chemical fume hoods, animal rooms, airlocks, supply and exhaust filters, atmospheric vent filters and other bio-containment equipment assigned to the Contractor.
- k. Provide advice and assistance to the PIADC Health and Safety Committee regarding toxic substance activities, including compliance with OSHA Standards and Hazard Communication Standard.
- l. Conduct and coordinate unbiased investigations of reported Contractor-related unsafe and hazardous conditions and accidents, except for biological and radiological incidents.
- m. Maintain an inventory of safety equipment assigned for Contractor use.
- n. Manage, assist and coordinate minimum medical service, i.e., EMT services, CPR/First Aid. Ultimate responsibility for administration of these medical programs to Contractor employees will rest with the Contractor. First-aid will be administered to Government, Visitor, and Contractor employees on site by the Contractor's qualified personnel at all times.
- o. Perform biological decontamination of materials, equipment, and rooms, areas, and buildings using DHS approved procedures.
- p. Perform noise level monitoring.
- q. Conduct personal monitoring of air contaminants and physical stressors, as required.
- r. Provide advice and assistance to the DO, PIADC Safety Officer, APHIS FADDL Laboratory Chief, and other management personnel on safety issues as needed or requested.
- s. Ensure Environmental compliance through facilities audits covering all active work sites at least based on a mutually agreed upon frequency.

C.090. Safety and Environmental Services – Minimum Qualifications

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a. The Contractor shall employ a mix of personnel capable of performing technical tasks related to occupational safety and health, industrial hygiene, environmental compliance, hazardous waste, and biological safety/containment. Personnel will have experience/training in related programs (e.g., fire, hazardous communications, community right-to-know, chemical hygiene, biological safety, lab safety, Resource Conservation and Recovery Act, spill response, etc.). Prior to commencing work, the Contractor shall provide the Safety and Environmental Manager (for approval), evidence that employees have the required education/training/experience necessary to perform the duties under this contract. The Contractor shall maintain current records of qualifications as new personnel are employed and based on a mutually agreed upon date provide the Safety and Environmental Manager an updated status of personnel safety qualifications and training.

b. Minimum Standards of Performance

(1) The Contractor shall ensure that there are sufficient personnel on-site who maintain current New York State Emergency Medical Technical (EMT) certifications. All EMT personnel shall maintain current CPR certifications, including proficiency in AED apparatus.

(2) Contractor safety personnel must be knowledgeable in the techniques of on-the-job accident and job-related illness investigation and reporting, U. S. Department of Labor requirements, and maintenance of accident files.

(3) Contractor safety personnel must remain current in their field and be capable of interpreting and applying regulations of the DHS/USDA, OSHA, EPA, New York State Department of Environmental Conservation, and other occupational safety, health and environmental agencies.

(4) Contractor personnel shall be familiar with chemical, biological, radiological and toxic substance control and reporting requirements, adept in the preparation of reports concerning said substances and acquisition of required Material Safety Data Sheets (MSDS) for non-laboratory equipment.

C.091. Safety and Environmental Services – Orientation Training

a. The Contractor shall conduct basic orientation training for all new Federal and Contractor employees and visitors to the PIADC at a level commensurate with their work requirements while at PIADC. Special emphasis will be placed in industrial worker and biological safety (handling infectious materials, decontamination of equipment exposed to infectious hazardous materials), hazardous materials management and waste disposal procedures, spill reporting, chemical hygiene and laboratory safety requirements, practices and restrictions, as defined by various regulatory agencies. Additionally, the Safety Orientation Training will include, at a minimum, Material Safety Data Sheets, Hazardous Communication/Right-to-Know compliance training, and the requirements for DHS/USDA and PIADC-specific guidelines. The training syllabus to be used will be approved by the Safety and Environmental Manager prior to use.

b. Minimum Standards of Performance

Orientation training will be provided to all new personnel at the Center including visitors and subcontractors, as needed, within 24-hours after commencement of their employment and prior to their

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being granted access to the PIADC work site or entry into any laboratories. The Contractor shall maintain records of personnel attending each training session and will provide original (and maintain a copy) to the Safety and Environmental Manager on a weekly basis.

C.092. Safety and Environmental Services – Contingencies

a. In the event of a National disaster or major disruption at the PIADC, the Contractor must be prepared to continue, and expand if necessary, performance to meet the mission requirements of the operations and maintenance support services included in this contract. In all such situations, the Contractor shall assume the Government cannot provide any supplemental forces and continues to need the same or additional performance under the contract. The Contractor shall be required to meet those requirements. In the event that a National disaster or emergency occurs and results in an increase of work directed by the CO, and an increase in the cost of performance, such increase will be subject to the General Provision of the contract (FAR Clause) entitled "Changes". Such emergency situations may include, but are not limited to:

(1) A national or local emergency (e.g., a national epidemic, or localized outbreak of disease) that increases contract requirements

(2) A natural disaster (e.g., fire, flood, other acts of God) that impacts upon the Contractor's ability to perform.

b. Minimum Standards of Performance

The Contractor shall develop a Contingency Plan (to cover other than Oil Spills, which is addressed separately in this document) and submit it to the DO for approval within 60 days of contract award.

C.093. Chemical Hygiene – Air Monitoring

The Contractor is responsible for monitoring of laboratory air quality, bio-safety cabinets, air units and conducting fume hood performance tests.

a. Monitoring of Laboratory Air Quality and Fume Hood Air Flow

(1) Minimum Standards of Performance

(a) The Contractor shall conduct laboratory air quality and fume hood performance tests in all Center laboratories and all fume hoods based on a mutually agreed upon frequency and in accordance with ARS Manual 230.0. Linear air velocity at the face of these hoods must be tested quarterly and documented. The record must contain the date of calibration, air velocity reading, and name of the person performing the test. This record will be contained in an envelope attached to the hood.

(b) The Contractor shall prepare for Safety and Environmental Manager approval written procedures for testing of laboratory fume hoods. A report of all fume hood test results will be

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prepared and submitted within 15 working days after availability of the test results, with copies to the PIADC Facility Engineer and the PIADC Safety Office.

b. Monitoring/Certification of Biohazard Cabinetry and Air Filtration Units

The Contractor is responsible for biohazard cabinetry performance tests, maintenance, and certification.

(1) Minimum Standards of Performance

(a) The Contractor shall conduct performance tests of all biohazard cabinets in accordance with NSF Standard 49 based on a mutually agreed upon frequency and document results. Only NSF certified personnel shall certify biohazard cabinets using calibrated NSF-registered test equipment. The Contractor shall send copies of certifications to the Safety and Environmental Manager within 5 days of tests. Units not passing certification will be removed from service and the Safety and Environmental Manager notified immediately.

(b) The Contractor shall maintain a data file on all cabinetry regarding performance testing, repairs conducted, and certification of Air Filtration Units.

C.094. Chemical Hygiene – Asbestos Management

a. The Contractor shall comply with current regulations issued by OSHA, EPA and the National Institute for Occupational Safety and Health for handling asbestos, and the USDA's General Technical Provisions for Asbestos Hazard Abatement Work. All Contractor employees performing asbestos removal under this contract will be required to have physical examinations based on a mutually agreed upon frequency and personal respirators. The Contractor shall be responsible for providing training to employees on proper respirator usage. These regulations include the use of prescribed procedures, respirators, special clothing, protective masks, and other asbestos removal equipment.

b. The Contractor shall establish and provide a written program for working with asbestos. This program will be approved by the Safety and Environmental Manager prior to any asbestos work being performed. The procedures will address by the level of operations (e.g., planned repair work versus incidental work) at a minimum:

- (1) Training of employees
- (2) State and local requirements
- (3) Notification of appropriate personnel
- (4) Equipment to be used
- (5) In-house versus qualified external contractor remediation (dependent on scope of work)
- (6) Storage, biological decontamination and disposal requirements

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(7) Quality Control procedures

c. The Contractor shall provide and display OSHA approved "CAUTION" signs in all areas where handling, cutting, insulating, repairing, and removing asbestos is taking place in accordance with applicable regulations.

d. Minimum Standards of Performance

(1) The Contractor shall comply with current regulations issued by OSHA, EPA and the National Institute for Occupational Safety and Health for handling or removal of asbestos, and the USDA's General Technical Provisions for Asbestos Hazard Abatement Work.

(2) All Contractor employees performing asbestos removal under this contract will be required to have physical examinations based on a mutually agreed upon frequency and personal respirators. The Contractor is responsible for providing training to employees on proper respirator usage, as well as the use of prescribed procedures, special clothing, protective masks, and other asbestos removal equipment.

(3) Asbestos-containing products generated by the Contractor or Government will be properly removed from the PIADC in accordance with Federal Regulations.

(4) Asbestos-containing products will be placed in appropriate containers. The Contractor shall maintain an inventory to schedule material removal concurrently with other hazardous materials from PIADC.

(5) The Contractor shall establish and provide the Government with written procedures for working with asbestos. The procedures will be furnished to the Safety and Environmental Manager for approval prior to any asbestos work being performed.

(6) The Contractor shall safely post, handle, cut, insulate, repair, remove, and dispose of asbestos in accordance with applicable regulations.

C.095. Chemical Hygiene – Polychlorinated Biphenyl (PCB) Management

a. A small amount of equipment with PCB insulation liquid may be in use at Plum Island, requiring special handling procedures by the Contractor. Silicone and other insulating liquids may be used as a substitute for PCB when authorized by the PIADC Safety Officer. However, silicone will not be used to "top off" PCB containing devices.

b. The Contractor shall prepare and maintain the OSHA-required PCB log associated with PCB containing oil used in circuit breakers, switches and transformers.

c. Minimum Standards of Performance

The Contractor shall comply with current regulations issued by the EPA and State of New York for handling PCB. All instances of PCB spills or leakages will be reported to the Environmental

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Protection Specialist by the most expedient means, but within 30-minutes, and followed with an incident report to the Safety and Environmental Manager.

C.096. Chemical Hygiene – Hazardous and Chemical Material Storage

a. The Contractor is responsible for technical supervision of the non-laboratory chemical and hazardous materials receipt and storage including identification, labeling, inventory, and disposal of chemicals, solvents, gases, and fuels.

b. Minimum Standards of Performance

(1) The Contractor shall maintain an accurate tracking and inventory system for all hazardous materials arriving and currently being stored at the facility. The inventory will be made accessible to the Government personnel in a central database.

(2) All hazardous materials storage locations will be inspected sufficiently frequently to assure proper storage (considering incompatibilities, proper labeling, storage conditions, expiration dates, etc.) Reports and corrections of deficiencies will be tracked and reported to the Safety and Environmental Manager on a monthly basis.

(3) The Contractor shall implement a Waste Minimization Program that requires purchasing the least hazardous material for the use and minimizing inventory of hazardous materials to the extent possible.

(4) The Contractor shall insure that inventories are properly rotated/disposed of to prevent accumulation of out-of-date materials.

(5) The Contractor is responsible for insuring that all storeroom, laborer, utilities, and janitorial personnel are aware of and adhere to the procedures required and precautions to be observed for safe handling, storage, and movement of chemicals, solvents, gases, and fuels.

C.097. Chemical Hygiene – Monitoring / Certification of Autoclaves

a. The Contractor is responsible for performance tests of all autoclaves.

b. Minimum Standards of Performance

(1) The Contractor shall conduct performance tests of all autoclaves in accordance with Laboratory Safety Monograph, January 1979 and established PIADC procedures, within a mutually agreed upon frequency and documented results. In addition, those used for exiting items/materials from Bio-Containment must be tested monthly.

(2) The Contractor shall maintain records that must contain the date of test, results of test, and the name of the employee conducting the test. Autoclaves used to decontaminate items/materials for removal from bio-containment must also be certified in accordance with 6 NYCRR Part 360 and the PIADC permit.

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(3) A report of all autoclave test results will be prepared and submitted to the Safety and Environmental Manager within 15 working days after availability of test results, with copies to the PIADC Safety Office and the PIADC Facility Engineer. Units not passing certification will be removed from service with the Safety and Environmental Manager notified immediately.

C.098. Chemical Hygiene – Regulated Medical Waste

a. The Contractor is responsible for the treatment and disposal of all Regulated Medical Waste generated within the PIADC property and to coordinate all activities with the PIADC Safety Office.

b. Minimum Standards of Performance

(1) The Contractor shall be responsible for the treatment and disposal of all Regulated Medical Waste excluding handling animal carcasses and wastes intimate with animal carcasses that are generated within the PIADC property in accordance with Federal, State, and local municipality treatment and disposal rules and regulations and the PIADC Safety Manual Waste Management Requirements.

(2) The Contractor shall furnish weekly tally sheets of all Autoclave Treatment and Incinerator Destruction activities and runs detailing information fields identified in the PIADC Safety Manual.

(3) The Contractor shall maintain all Regulated Medical Waste Treatment and Disposal Records.

(4) The Contractor shall ensure that wastes are promptly processed within 24 hours upon receipt from the generator, or secure using appropriate temperature controlled storage for those wastes that are received and cannot be processed the same day. Wastes that are treated will be identified in accordance with NY Permit requirements and promptly transferred for destruction that same day.

(5) The Contractor shall inspect and maintain all Regulated Medical Waste Treatment, Storage, and Disposal/Destruction areas in accordance with applicable NY Permit and PIADC Safety Manual requirements.

(6) The Contractor shall maintain all original inspection records and provide copies to the Biological Safety Officer within 5 days of activity.

(7) The Contractor shall immediately notify the Biological Safety Officer of all non-NY Permit compliance issues including, but not limited to, failed biological indicator testing of treatment loads, incomplete treatment cycles or spillage from non-processed wastes.

C.099. Chemical Hygiene – Hazardous Waste Disposal Program (RCRA)

a. The Contractor is responsible for coordinating the disposal of all non-radiological hazardous wastes within the PIADC property in accordance with Federal, State and local hazardous materials

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transportation and disposal rules and regulations. This effort will be coordinated with the PIADC Environmental Office.

b. All satellite accumulation areas will be inventoried and inspected weekly. Containers filled to prescribed levels will be removed from satellite areas to the authorized storage location within 72 hours of becoming full. The Contractor shall provide the Safety and Environmental Manager with the procedures to be used to carry out this task, including the method of receiving requests, recording actions, decontaminating Building 101 and 102 waste and hazardous waste characterization, within 15 days after contract award for approval. These procedures will be reviewed and updated by October 15, 2009. Tasks will be completed in accordance with Safety and Environmental Manager approved appropriate safety procedures.

c. Minimum Standards of Performance

(1) The Contractor shall be responsible for scheduling and coordinating the transfer of such material within the confines of the PIADC property.

(2) The Contractor shall inspect and maintain all Satellite Accumulation Sites in accordance with PIADC policies and procedures.

(3) The Contractor shall maintain a stock of assorted types and sizes of containers for waste collection, compatible for the waste being stored. The Contractor shall respond to requests for delivery of containers within one working day.

(4) The Contractor shall be responsible for removal and insuring that proper handling methods are used, that wastes are processed in such a manner that the waste substances are removed from the PIADC and any spills are appropriately cleaned up and reported. Disposal manifests will be coordinated with the PIADC Environmental Office and prepared by the Contractor and provided to the PIADC Environmental Office for signature and further processing.

(5) The Contractor shall maintain all pertinent records and ensure that wastes are promptly removed from the PIADC inventories.

(6) Hazardous wastes will be collected in satellite accumulation areas that are managed in accordance with applicable Federal, State, and local regulations and the PIADC Hazardous Waste Management Plan. All tasks will be completed in accordance with the appropriate bio-safety procedures.

(7) When performing the above-mentioned tasks, Contractor employees will wear/utilize appropriate safety personal protection clothing/equipment in accordance with 29 CFR 1919.132 through 1919.140.

(8) The Contractor shall remove and dispose of waste solvents, chemicals, and asbestos from the PIADC's property in accordance with Federal, State, and local regulations. Inventory records and manifests will be provided to the PIADC Environmental Protections Office. Inventory records of monthly hazardous waste generated and being held for disposal are due to the Environmental Protection Office on a monthly basis.

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C.100. Chemical Hygiene – Safety, Health, and Environmental Protection

a. The Contractor shall support Safety, Health and Environmental Protection Office activities as requested. This may include, but is not limited to:

(1) Preparing contaminated soil samples and unknown chemicals for laboratory analysis as required.

(2) Providing materials usage, inventory, or other data for DHS, EPA or other external reporting requirements.

(3) As requested by the Government, preparing reports that may include write-ups of job hazard analysis, accident investigations, facility inspections, program status, and the coding and entry of data into a computerized management information system.

b. Minimum Standards of Performance

(1) Strict compliance with USDA, OSHA, EPA, NRC, State of New York, and other regulations is an absolute requirement. The Contractor's efforts in the bio-containment operations will be strictly coordinated with the PIADC Biological Safety Officer.

(2) Review and update documents as required or requested in a timely fashion.

(3) Provide necessary data and reports, and correct deficiencies within the assigned timeframe.

C.101. Chemical Hygiene – Hazardous Communication Standard

Minimum Standards of Performance

(a) The Contractor shall comply with the Hazard Communications Program at the PIADC in accordance with ARS Manual 230.0, Section 25 and APHIS Safety and Health Manual.

(b) The Contractor shall prepare a site specific Hazardous Communication Program within 30-days after contract award and present this to the Safety and Environmental Manager for approval. This program will be reviewed and updated by October 15, 2009.

C.102. Chemical Hygiene – Biological Safety Inspections

a. Minimum Standards of Performance

(1) The Contractor shall conduct and document all biological safety inspections of containment systems equipment in Laboratory Building 101, 102 and 100. The Contractor shall check for biological safety hazards or violations of standard safety protocol promulgated in the PIADC Safety Manual. Items to be check include, but are not limited to:

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- (a) Fume Hoods
- (b) Air Locks
- (c) Air Handling Units
- (d) Biological Safety Cabinets
- (e) Sterilizers/Autoclaves
- (f) Air-Gasketed Doors
- (g) Decontamination Stations
- (h) Air Flow Directional Monitoring

b. The Contractor shall monitor, record and maintain with required specification, the air pressure readings of all areas within Bio-Containment. The Contractor shall administer pencil smoke tests in each designated doorway per TE-13, in accordance with Laboratory Safety Monograph, January 1979, at least daily to confirm directional airflow. The results and the name of the person conducting the test will be recorded and retained by the Contractor with copies forwarded to the Safety and Environmental Manager on a weekly basis.

c. The Contractor must report all biological safety deficiencies immediately to the Safety and Environmental Manager, followed up with applicable maintenance service request or work orders with special emphasis placed on PIADC Operational Zones 2, 3, and 4 and Building 100 BSL-2 laboratories.

C.103. Chemical Hygiene – Investigations, Unsafe Acts, and Hazardous Conditions

Minimum Standards of Performance

The Contractor is responsible for the investigation of all reported unsafe acts or hazardous conditions. Upon receipt of such reports, the Contractor shall initiate a file, which will remain open until the issue has been resolved. Such reports will be investigated immediately; however, in all cases, the investigation is to be initiated within one working day of receipt of the report. This will be coordinated with the PIADC's own reporting procedures.

C.104. Chemical Hygiene – Maintenance / Inspection of Safety Equipment

a. The Contractor is responsible for the maintenance and periodic inspection of all safety equipment assigned to the Contractor for their use. Within 30 days after contract award, all safety equipment will be inventoried with the Safety and Environmental Manager.

b. Minimum Standards of Performance

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(1) Records of such inspections will be maintained in the PIADC Safety files and available for review by the Government during normal working hours. The Contractor shall make recommendations for modifying/upgrading safety equipment when needed. Inspections to be made by the Contractor shall include, but is not limited to:

- (a) Protective safety clothing: Inspect on a monthly basis
- (b) Spill Kits: Inspect on a monthly basis
- (c) First air room and kits: Inspect all equipment, supplies and the facility on a monthly basis
- (d) Db (noise level) meters, air quality, and air flow-monitoring equipment: Check for proper operation every quarter
- (e) Chemical fume hoods: All hoods will be performance tested based on a mutually agreed upon frequency. On a monthly basis, hoods will be randomly selected and spot-checked for performance so that all hoods are spot-checked. Additionally, air velocity on hoods used for radioactive materials is to be checked quarterly
- (f) Biological safety cabinets: All biohazard cabinets are to be performance tested based on a mutually agreed upon frequency
- (g) Autoclaves and sterilizers: All autoclaves and sterilizers are to be performance tested based on a mutually agreed upon frequency. In addition, those used to decontaminate items/materials for removal from Bio-Containment must be tested monthly. Performance of state certified RMW autoclaves will be validated according to NY permit requirements
- (h) Door panic hardware: Inspect on a monthly basis
- (i) Emergency eye wash stations, deluge showers on a monthly basis, inspect weekly
- (j) Inspect/test all facility fire and rescue apparatus (trucks, extinguishers, hoses, fire hydrants, self contained breathing apparatuses (SCBAs), etc.) and all other key equipment required for safe, effective, and efficient fire, rescue and emergency response in accordance with applicable regulatory requirements and best management practices
- (k) Pending results of an independent assessment of the configuration and condition of the Building 101 fire detection system, prioritize, plan, and implement repairs and modifications of that system which are funded by DHS. Also, test the operability of complex fire detection and suppression systems in accordance with applicable regulatory requirements and best management practices

C.105. Chemical Hygiene – Safety Inspections

Minimum Standards of Performance

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- a. The Contractor shall conduct and complete an occupational safety and health inspection based on a mutually agreed upon frequency and in accordance with ARS Manual 230, not later than August 31, 2009. The inspection will be conducted through the entire premises utilizing a checklist developed by the Contractor and approved by the Safety and Environmental Manager prior to the inspection.
- b. Advance notices prior to inspection will be provided to managers, Research Leaders, and supervisors of each section prior to the scheduled inspection. This is necessary to ensure the availability of representatives of the sections and the pertinent Government employee's bargaining unit to accompany the Contractor during the walk-through inspection.
- c. Upon completion of each segment of the inspection schedule, the Contractor shall conduct an exit interview with the involved Research Leader(s), management representatives and a representative of the bargaining unit concerning findings, recommendations, and action plans for corrective measures. A written report will be provided within 5 working days to the PIADC Safety Officer, Safety Committee, and appropriate Research Leaders.
- d. Notice of findings of each unsafe or unhealthy condition found during the course of the inspections will be posted as required by the ARS Manual 230, Section A, Chapter V.

C.106. Chemical Hygiene – Environmental Compliance Auditing

The Contractor shall develop an environmental auditing program that will be conducted based on a mutually agreed upon frequency or by request of the Safety and Environmental Manager. The audit checklists will be submitted to the Safety and Environmental Manager for review and approval prior to being conducted. The Contractor shall document findings in a report following the audit to the Safety and Environmental Manager and provide the corrective action to be taken and a schedule within 30 days of the audit.

C.107. Chemical Hygiene – Fire Alarm Monitoring

- a. The Contractor shall monitor at all times, the fire alarm system and the Millstone Nuclear Power Station Emergency Notification Response System for proper functioning and alarm status, and report all incidents to prescribed personnel immediately. System malfunctions will be indicated for corrections with an informational report to the Safety and Environmental Manager as the malfunction is discovered.
- b. Minimum Standards of Performance
 - (1) The Contractor shall print the fire system log weekly and furnish a copy to the Safety and Environmental Manager on each Friday. This log will indicate all fire and security status transactions for that period. The Contractor shall examine the printed log for deficiencies or fire/security problems, and report these problems as well as the fire system log weekly. Plans for correction(s) of the problems are to be communicated to the Safety and Environmental Manager on a weekly basis.
 - (2) The Contractor shall answer all fire alarms and reset the system as required. Appropriate notifications to the Fire Chief and other emergency personnel shall be made immediately. All alarms and

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the causes and results of incident investigation will be reported to the Safety and Environmental Manager by the next business day following the alarm.

(3) The Contractor shall coordinate with the Fire Chief the testing of the fire alarms on the last workday of each month. Results of each test will be summarized in the Contractor's monthly activity report.

(4) The Contractor shall immediately notify the LRPO with any Millstone Nuclear Power Plant related notification or alarm.

C.108. Chemical Hygiene – Fire Suppression Systems on Marine Vehicles

a. The Contractor is responsible for maintaining the fire suppression systems for use at all times on the PIADC marine vessels.

b. Minimum Standards of Performance

(1) The Contractor shall establish a schedule for the inspection of fire suppression equipment and systems so that all components and systems are checked at least based on a mutually agreed upon frequency. Portable extinguishers will be inspected monthly.

(2) These systems include, but are not limited to, fire extinguishers (hand-type Class A, B, C, and D), automated CO₂ systems, water sprinklers, etc. These systems will be maintained in accordance with NFPA and OSHA regulations. After each use, the Contractor shall have them refilled promptly and inspected. The Contractor shall conduct an inspection of these systems and equipment based on a mutually agreed upon frequency and furnish a report to the Safety and Environmental Manager by February 15, 2010. This report will indicate the number of units on hand in the PIADC and the number of units inspected. It will also include the type of inspection performed, maintenance required, and the number of units replaced. Additionally, after each use of the system or component, an inspection of the affected system/component will be accomplished and the results forwarded to the Safety and Environmental Manager within 10 business working days.

(3) All fire suppression equipment and systems will be included in the Preventative Maintenance program.

C.109. Chemical Hygiene – PIADC Accident Files

a. Minimum Standards of Performance

(1) The Contractor shall respond to and investigate Contractor employee on-the-job accidents/injuries and incidents of job-related trauma and illness involving Contractor personnel. A timely critique will be conducted to gather the facts of the occurrence. If immediate First Aid is required in the event of injury, the Contractor shall ensure it is performed. If further medical attention is required, the Contractor shall transport the employee to a medical facility for treatment. The Contractor shall also initiate the appropriate U. S. Department of Labor forms.

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(2) The Contractor shall maintain accident report files for Contractor personnel. Periodic reports, as required by DHS, USDA, ARS and OSHA will be prepared by the Contractor and submitted through appropriate Government officials. The appropriate PIADC Management official and Safety and Environmental Manager will be notified in writing upon receipt of a report of an unsafe act or hazardous condition. A follow-up report will be prepared and submitted to the appropriate PIADC Management official, PIADC Safety Committee and Safety and Environmental Manager upon resolution of the act or condition. The Contractor shall maintain these reports. Should the condition persist, weekly progress/status reports will be submitted by the Contractor to the PIADC Management official and Safety and Environmental Manager (and other Government officials, if required).

b. Required reports include appropriate New York State Department of Labor forms, as required by New York State laws and regulations.

C.110. Chemical Hygiene – Biological Decontamination

Minimum Standards of Performance

(1) The Contractor shall be a New York State Registered Pesticide Business and employ employees who conduct decontamination duties that are licensed in New York State for that work.

(2) The Contractor shall decontaminate any material leaving bio-containment areas in accordance with standard safety protocols and, where applicable, policy/procedures outlined in the PIADC Safety manual. Decontamination methods and their specific applications are defined in the PIADC Safety manual and include the following:

- (a) Autoclave
- (b) Gaseous Decontamination
- (c) Liquid Chemical Applications

(3) The Contractor shall ensure that all contained steam and gas contamination processes are performed effectively by administering a biological and/or chemical indicator test and documenting the results.

(4) The Contractor shall ensure that all personnel operating decontamination equipment are appropriately trained, authorized and permitted/licensed for each particular decontamination procedure

(5) All applications of disinfectants, including formaldehyde, bleach, sodium hydroxide and sodium carbonate, must be recorded with monthly reports of usage. These include use of disinfectants by animal caretakers in air locks and animal rooms.

(6) All Applications of EPA exempted technical materials used as disinfectants will be used in accordance with EPA exemption requirements and coordinated with the PIADC Safety Office

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(7) The Contractor shall maintain a logbook that records the date and test results of each test administered. Records will be available for inspection by the Government, however all failed biological and/or chemical indicator tests will be reported immediately to the Safety and Environmental Manager.

C.111. Chemical Hygiene – Noise Level Monitoring

Minimum Standards of Performance

a. The Contractor shall monitor noise levels in all areas throughout the facility by conducting inspections based on a mutually agreed upon frequency, to determine the degree of ear protection required when equipment is used. The Contractor shall maintain records of all inspections. The Safety and Environmental Manager will be notified immediately of any noise levels equal to or greater than 85dB so corrective measures can be taken.

b. The Contractor shall respond to complaints of high noise levels and conduct an inspection and investigation of the complaint, providing results of the inspection to the Safety and Environmental Manager.

C.112. Chemical Hygiene – Advise and Assistance to PIADC Personnel

a. The Contractor, upon request, will advise and assist Center management on matters pertaining to occupational safety and health. The Contractor, on occasion, will be invited to attend meetings to report on the status of Center safety and health programs.

b. The Contractor shall serve as an expert in the occupational safety and health field. The Contractor is expected to establish professional and technical contacts and affiliations with appropriate local, state, and national health/safety organizations and agencies to further the PIADC's safety and environmental posture.

C.113. Construction Management Services – Description of Work

a. The Major Maintenance Program provides for the construction of Major Maintenance-funded projects. A major maintenance project is defined as a single undertaking involving engineering, procurement, construction, fabrication, installation, and testing or combinations thereof, which may materially add to the value of or prolong the life of a building, structure, or physical system. Major Maintenance Projects have a Total Estimated Cost of \$50,000 or greater. Work that is estimated at less than \$50,000 will be performed as a Maintenance Construction project by the PIADC Maintenance and Operating Contractor.

b. The Contractor has the responsibility for monitoring performance under the contract, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract.

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- c. The Contractor shall pursue Major Maintenance Projects 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.
- d. Tasks requiring the scheduled shutdown of heating systems will be approved by the FOS prior to beginning work. Backup systems will be provided for the shutdown of critical areas as directed by the FOS.
- e. The required Management Plan will address at a minimum the following items:
 - (1) Management systems and controls including organization.
 - (2) Technical systems and controls including Configuration Management, estimating design reviews, document control, technical, and quality assurance.
 - (3) Administrative systems and controls including security, health, safety, personnel, procurement, data processing, and property management.

C.114. Construction Management Services – Technical Management

a. Construction Management

(1) Monitor the construction of new facilities or the alteration or repair of Government-owned facilities on PIADC. The construction program includes major maintenance projects, capital improvement projects, and other construction projects necessary to operate and maintain the PIADC. The monitoring function will be accomplished by the prime contractor organically or through the oversight of skilled and appropriate subcontracts.

(2) The Contractor is responsible for monitoring, implementing, coordinating, and reporting to the Facility Engineer about the assigned construction projects occurring at the PIADC. The Contractor shall manage the construction tasks to assure their timely completion and will initiate, with Facility Engineer approval, timely and appropriate actions to keep the construction contractors on schedule. The Contractor shall document work progress and actions taken to regain schedule. The Prime Contractor shall assure that all applicable Environmental, Safety and Health (ES&H) and Security regulations and procedures are complied with on all construction tasks. The Contractor shall implement a Quality Program that effectively ensures that construction is accomplished in accordance with the contract requirements.

(3) The Contractor's respective field personnel shall directly manage the assigned construction activities and directly interface with the Facility Engineer. This effort includes oversight of the contractors' and subcontractors' quality programs to ensure construction is in compliance with the contract requirements and oversight of the contractors' safety and security programs to ensure compliance with 29 Code of Federal Regulation (CFR) 1926, 48 CFR 952.204-2, Security requirements, and 29 CFR 1904 (for record keeping of accidents and illnesses). The construction staff responsible for safety oversight must be knowledgeable of PIADC and Occupational Safety and Health Administration standards. The construction line manager responsible for the resources, processes, design, and construction must apply Integrated Safeguards and Security Management in all work functions.

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(4) As required, the Contractor shall provide inspection services for the management of construction of assigned projects. The Architect-Engineer (A E) will provide design development support limited to review of submittals, resolution of questions with the design, review of contract deviations and waivers, and special engineering services to address design problems and differing site conditions. When required, the A-E Title III services will be provided under the direction of the Facility Engineer.

(5) The Contractor shall perform the following activities:

(a) Conform to the funding and scheduling approved by the Facility Engineer in its fiscal year funding guidance and approved project authorization.

(b) Provide current construction cost data.

(c) Award designated prime subcontracted construction and capital improvement projects in accordance with approved schedule.

(d) Ensure that all contractor designated projects are constructed on schedule in accordance with approved designs and specifications.

(e) Ensure that approved designs are not changed, except when necessary and in strict accordance with the approved change control process and under the approved configuration management process. In concert with the designer of recorder, the prime will oversee activities to:

(i) Correct a design deficiency

(ii) Correct differing site conditions

(iii) Realize a substantial life-cycle cost benefit

(iv) Comply with new ES&H regulations

(f) Provide construction oversight management and independent project inspections on the construction contracts. The Contractor and the Facility Engineer will perform the following overall activities:

(i) Support A-E 100 Percent Design Reviews for constructability issues, including work sequencing

(ii) Technical evaluations of proposals

(iii) Cost estimating

(iv) Contractor submittal review

(v) Technical coordination

(vi) Program planning and scheduling

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projects will include: (vii) Management and oversight of construction and capital improvement

(aa) Contractor surveillance

(ab) Inspection

(ac) Safety inspection

(GFE) (ad) Management oversight of Government-Furnished Equipment

(CFE) (ae) Management oversight of Contractor-Furnished Equipment

closeout documentation (af) Coordination of contractor activities with site operation and

(ag) Control construction contract changes

(ah) Pre-bid site visits and pre-construction meetings

(aj) Project Status

(ak) Cost control reports

(al) Checkout, testing and startup as required

Startups (am) Support and/or participation in Readiness Reviews and System

(an) Use and possession

(ao) Developing and reviewing project acceptance criteria

services (viii) Provide as required, support equipment and contracted third-party

(ix) Tasks procured by Contractor in support of projects under the direct cognizance of the Contractor as defined above. Award procurement packages to include approved-for-construction specifications and drawings, period of performance schedule, list of GFE, cost breakdown worksheet, and quality source inspection checklist via compact disk, as well as hard copies of liquidated damages, safety and health checklists for construction, EPA documentation and the Government estimate.

(x) Provide photography services related to construction management activities in accordance with Facility Engineer guidance requirements.

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(g) Provide a Construction Management Procedures Manual that will address, at a minimum, those items listed in this Statement of Work.

(h) Identify construction impacts to draw-down capability at the beginning of each project.

(i) Ensure that proper permits are issued to subcontractor personnel and that safety and environmental procedures are followed. The prime Contractor shall comply with all applicable work permit process rules and regulations.

b. Configuration Management

(1) As required, the Contractor shall prepare engineering change proposals, engineering construction changes, waivers, and deviations.

(2) Mark up and process redlines, and provide timely as-built configuration.

(3) Provide as-built configuration and vendor data consistent with construction industry best practices.

c. Quality Control

The quality of procedures, workmanship and inspection methods used for special processes (welding, heat treating, nondestructive testing, coating) will be verified by competent prime Contractor personnel holding appropriate certifications in the discipline being verified (e.g., American Welding Society, National Association of Corrosion Engineers).

C.115. Material Management – Contractor Furnished Materials

Existing materials, supplies, equipment, tools, etc., will be made available to the Contractor for use in the performance of the work. On a cost-reimbursable basis, the Contractor shall furnish all materials, supplies, equipment, tools, testing reagents and other items required for the proper performance of the work called for by the contract.

a. Quality of Materials

(1) Materials use by the Contractor at the PIADC must meet, at a minimum, Federal Specifications, applicable safety requirements of OSHA and the National Electric Code (NEC), environmental regulations of agencies such as EPA, and accreditation standards of the American Association for Laboratory Animal Care.

(2) The Contractor shall not use any materials that would be unsuitable or harmful to the facility, its personnel, or research animals and of like quality to those removed.

b. Materials and Supplies

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(1) The Contractor is responsible for ensuring that they maintain, or have a ready supplier for parts (especially emergency parts), supplies, and materials required in the performance of the contract. Unless otherwise specifically approved by the FOS, only new parts will be used.

(2) If the FOS has approved the use of reconditioned parts, such parts will be equal in performance to the new parts. The Contractor shall properly dispose of non-serviceable parts to avoid inadvertent reuse.

c. Equipment and Tools

(1) The PIADC has an inventory of shop equipment (listed in TE-8) which will be made available for the Contractor's use in performance of work at the PIADC.

(2) All equipment provided by the Contractor shall meet OSHA safety requirements. This equipment must operate using existing building circuits. The Contractor shall provide safety protocols that comply with regulatory agencies such as OSHA, National Institute of Occupational Safety and Health (NIOSH), and involving such programs as Confined Space Entry, Lock Out Tag Out, Personal Protection Equipment (PPE), etc., in the operation of all equipment.

(3) It will be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment or combinations of equipment that require power exceeding the capability of existing building circuits.

d. Fuels and Lubricants

The Government will furnish vehicle and equipment fuels (including diesel and unleaded) and the Contractor shall furnish lubricants for both Contractor-owned and Government vehicles and equipment.

C.116. Material Management – Government-Furnished Properties, Services

The Government will furnish without cost to the Contractor, the following property, services and facilities for use in the performance of work under this contract:

a. Water from existing sources

b. Electricity from existing sources

c. Space for offices, work and equipment storage will be provided as shown in TE-3

d. Local telephone service. Use of the Federal Telephone System may be utilized for long distance telephone calls made in the performance of the Center's work and in compliance with the PIADC's procedures

e. The Government will make available to the Contractor, existing schematics and blue prints of the buildings and grounds. Although attempts have been made to keep the blue prints up-to-date, there is no guarantee they are 100% accurate. Floor plans are drawing of the PIADC and considered For Official Use Only (FOUO) and cannot be released without the Center Director's approval

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- f. The listing of equipment available for the Contractor is provided at TE-8
- g. Certain materials, tools, and working stock will be turned over to the Contractor during the phase-in period

(1) Fuel for Heating - Government provided

The Government will procure fuel, other than gasoline and diesel, for heating and emergency electrical generators.

(2) Transportation

(a) The Contractor may use Government-furnished vehicles to deliver and pickup equipment and materials and to transport personnel between work areas on and off the site as necessary in performance of the Contractor's duties.

(b) Government-furnished vehicles are listed in TE-8. Vehicles traveling off Plum Island and Orient Point grounds may be subject to vehicle decontamination procedures as described in the PIADC Safety Manual and are subject to the laws of the states in which they are traveling.

(3) Water, electricity, space, telephone, etc. provided free of charge by the Government (for reasonable usage).

(4) Use of Government Supply Sources

The Contractor shall be permitted and is encouraged to use Government supply sources for the purchase of materials in accordance with Federal Acquisition Regulations. In cases where it is shown to be more cost effective, or to meet operational requirements more effectively, the Contractor may purchase directly from private suppliers. The DO will be informed in these instances.

(5) Government Reimbursement for Supplies and Materials

(a) The Government will reimburse the Contractor for supplies and materials used in the performance of this contract. Reimbursement will be at cost plus negotiated indirect costs.

(b) The Contractor shall not be permitted additional charges for excess overhead or any fee. Purchases must be at the lowest attainable price.

(6) Government-Furnished Items

(a) The Government will make available to the Contractor the facilities described in TE-3. The Contractor shall assume responsibility for and accountability of the provided facilities and take adequate precautions to prevent fire hazards, odors, chemical spills, and vermin.

(b) Within 45-days after contract award, and before assuming responsibility for the facilities, the Contractor shall prepare and submit a written description of the condition of these facilities

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to the FOS. The Contractor shall not be allowed continued use of the facilities until this description has been accepted and approved by the FOS.

(c) At the completion of the contract, all facilities will be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor and FOS will conduct a walkthrough of all facilities and negotiate any repairs that must be made prior to turnover. The Contractor shall be responsible for the cost of any repairs caused by negligence or abuse on their part, or on the part of their employees, including subcontractor employees. Charges will be determined by the CO.

C.117. Material Management – Sanitation and Cleanliness

a. The Contractor shall maintain all shops, buildings, structures, trailer sites and other areas utilized in the performance of this contract in a neat, clean, orderly and sanitary condition. All debris, fingerprints, stains, paint spots and other unsightly marks will be removed as work is completed. The premises will be kept free at all times from accumulations of waste material and rubbish.

b. All aisle ways and emergency egress paths to emergency exits will be kept free of clutter, debris and obstructions in accordance with current OSHA regulations. Combustible waste will be removed daily. These areas will be subject to fire, safety, and health inspections by the Contractor as well as Government personnel. The Contractor shall be responsible for correcting violations cited.

C.118. Material Management – Preventative Maintenance Plan

a. The Contractor shall develop a comprehensive Preventative Maintenance Plan (PMP). This plan should identify, at a minimum, equipment (identified in TE-6), frequency of maintenance (sample in TE-7), and a description of the maintenance to be performed. The Contractor shall address and provide the most cost effective approach to conducting preventative maintenance based on the function, location, frequency of use, historical trends, and criticality of the item. In most cases, the manufacturer's recommendations and maintenance schedules will be followed. This plan will be submitted to the Center Director for approval within 60 days after commencement of services. Any updates or revisions to the approved PMP will be approved by the Center Director. It is the Contractor's responsibility to establish and maintain the PMP.

b. Preventative maintenance tasks will not adversely impact ongoing research projects. However, the Government reserves the right to defer preventative maintenance tasks at any time as required. The Contractor shall obtain the COR's permission prior to deferring or not completing maintenance scheduled in a particular month. Monthly (by the 20th day of the month) and (by December 10, 2009), the Contractor shall provide a hard copy of the next month's/years scheduled preventative maintenance for all equipment maintained to the Government Facility Engineer.

C.119. Material Management – Preventive Maintenance Performance

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a. The DO will have access to the Contractor schedules of preventative maintenance upon request. By the 5th day of the following month, the Contractor shall provide to the DO, the following information for the previous month - for preventative maintenance:

- (1) The specific equipment worked on
- (2) The specific work completed
- (3) The date when preventative maintenance was started and completed
- (4) Any problems discovered
- (5) Any materials/parts used
- (6) The name of the senior person completing the maintenance
- (7) The equipment history file will be updated

(b) The Contractor's schedules will include the type of services required and the day, or days the services will be performed. It will be the responsibility of the Contractor to establish and maintain the schedule.

C.120. Material Management – Deficiency Reports

For any maintenance on any equipment that was scheduled during the month that is not completed, a Deficiency Report will be created and will provide:

- a. Reason the maintenance was not completed
- b. Plan for accomplishing the overdue maintenance

C.121. Material Management – Malfunction Reports

The Contractor shall furnish a written malfunction report upon completion of repairs to equipment identified as being deficient by the Contractor Quality Control Program. The report will include at a minimum the following information:

- a. Date and time Contractor notified
- b. Type and model number(s) of the equipment
- c. Serial number(s) of the equipment
- d. Time spent on the repair
- e. Person performing the repair

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- f. Description of the malfunction/parts replaced

C.122. Material Management – Work Control System

The Government owns a DataStream MP-2 computerized maintenance management system (CMMS). The Contractor shall use this system or an equivalent and integrate any Contractor changes to the overall work management system with COR approval. The Contractor shall utilize a CMMS to:

- a. Maintain appropriate work authorization documents and reports
- b. Effectively sort and track according to work order number, purchase order number, accounting code, etc.
- c. Account for additional task hours
- d. Track the date work was received, responded to, and completed, and specify the work accomplished
- e. Maintain an equipment list with "parent-child" component breakdown
- f. Ensure proper technical input on all tasks effecting containment
- g. Maintain accurate estimating information and cost controls
- h. Identify the number of work orders received, performed, and actual hours used by:
 - (1) Specific trades, and
 - (2) By functional areas
- i. Generate PM schedules and equipment tasking information
- j. For each piece of equipment, indicate work to be performed for each PM and list the parts required
- k. Maintain a history of maintenance on each equipment item or component
- l. Post material, labor and costs to each work order
- m. Post material, labor and costs to the Contractor operations departments or as requested by the Government
- n. Post of purchase orders directly to the service/work orders before confirmation of receipt of materials
- o. Verify Quality Control inspection

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- p. Identify, present and update maintenance backlog by functional areas at a frequency to be established by the CO
- q. Provide feedback to the originator initially upon receipt of the work order, and then upon completion
- r. Track employee training and certification requirements

C.123. Material Management – Work Reception and Classification

- a. The Contractor shall provide on-site staff at the PIADC to receive requests for work by telephone, in writing, or in person, between 7:30am and 5:00pm Monday through Friday, other than holidays. The person(s) performing work reception will be fully familiar with the Contractor's organization and procedures as well as the terms and response factors specified herein.
- b. During non-duty hours, voice mail may be used to provide this service. The Contractor shall insure that calls received in this manner are responded to within two hours of the start of the next duty day.
- c. The Contractor shall also provide a local telephone number and point of contact for all emergency operations and services, which may arise during non-duty hours. This telephone line will be continuously staffed and all calls should be answered within ten rings.
- d. Upon receipt of a work request, the Contractor shall determine the work category into which it falls based on the below categories and criteria or the COR-Operations' determination.

C.124. Material Management – Work Orders

The Contractor shall design a computer generated work order request form that contains:

- a. Date of request
- b. Description of request
- c. Originator and supervisor signature blocks
- d. Phone numbers
- e. Priority block including priority definition
- f. Requested and actual date of completion
- g. Work approval block and functional section

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- h. Method for presenting, providing current status and estimated date of completion of work, and updating maintenance backlog by functional area
- i. Method of identifying the number of work orders received and performed, and the actual hours used, by function and category
- j. The system needs to classify the work into the correct priority level as discussed below.

C.125. Material Management – Work Order Priority

a. Priority 1 (Emergency) - Maintenance and repair work which requires immediate action, including diverting personnel from other jobs or designated such by the Center Director. Usually work is necessary for:

- (1) The protection of health or safety, bio-safety and bio-security
- (2) Protection of ongoing experiments and research programs
- (3) Prevention of damage to property or the environment

Immediate corrective action will be taken and will be pursued on a continuous basis until permanent repairs are completed unless otherwise directed by the Center Director.

b. Priority 2 (Urgent) - Work which should be accomplished by the first available craftsman. Personnel shall not be diverted from other scheduled work. Work will start within one workday and will be completed as soon as possible, but completion will be within five working days unless otherwise authorized by the COR.

c. Priority 3 (Routine) - Work will be accomplished in the most economical and efficient manner, on a "first come, first served" basis.

C.126. Material Management – Service Orders Less than \$100.00

The Contractor shall provide a method to track tasks that can be accomplished in less than one hour, with materials that are on hand and do not exceed \$100. The Contractor shall maintain a log of service order requests, which will be made available to the COR upon request. This log will include as a minimum the following:

- a. Service order number
- b. Description of the work required
- c. Date/time work was started/completed

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C.127. Material Management – Service Requests

The Contractor shall provide for handling those tasks that can be accomplished in less than one hour without the need for parts or materials. The Contractor shall maintain a log of Service Requests, which will be made available to the FOS on request. This log will include at a minimum the following information:

- a. Service order number
- b. Brief description of work required and performed
- c. Date service order was received by the Contractor
- d. Date work was started
- e. Date work was completed
- f. Names of personnel involved in the work and time applied to the service request

Service Requests will normally be completed within one week of the receipt of the Service Order. When this cannot be done, the Contractor shall report the reason in the Deficiency Report to the FOS.

C.128. Material Management – Emergency O&M Support

a. The Contractor shall maintain a 24-hour-a-day emergency response capability that will permit the rapid initiation of on-site emergency services. Emergency operations and support services, for the purpose of this contract, are defined as any operations, maintenance or repair services which must be performed in order to:

- (1) Protect or prevent the loss of Government property
- (2) Protect against threats to scientific studies and animals
- (3) Prevent endangerment to human life
- (4) Prevent breach of bio-containment
- (5) Prevent violations of environmental regulations or damage to the environment, i.e., spills and leaks
- (6) Ensure and maintain security of the facilities

b. These services include repairs and services required to permit normal operation of the PIADC during periods other than regular working hours.

c. The Contractor shall be on site, at the scene of the emergency and ready to commence work, within five minutes during normal working hours and within ten minutes at all other times. The

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Contractor shall control the emergency and pursue the work to completion. If the Contractor determines that the cost of the repair will exceed \$1,000 in combined labor and material, the Contractor shall control the emergency and contract the COR for instructions.

C.129. Material Management – Inspection of Facilities

- a. The Contractor shall perform, based on a mutually agreed upon frequency, an inspection of all/or a specified portion of the PIADC facilities designated by the Center Director to identify and document structural and system deficiencies. The Contractor's inspection will include a review of the structural condition, including roofing and exterior metal fixtures, and a structural termite inspection. The Contractor shall provide a description of proposed/required facilities repairs and upgrades that cover all system components including structural needs. Abandoned buildings will be visually inspected for possible damage or deficiencies that may require repair or demolition.
- b. The Contractor shall submit a written report to the FOS within ten days of completion of the inspection, identifying each structure inspected and the associated deficiencies.
- c. The scheduled inspection will be completed by January 15th of each calendar year.

C.130. Material Management – Equipment Inventory

- a. The initial inventory of Government-furnished equipment and property (GFE) will be made jointly by the Contractor and the FOS within 45 days of contract start date. Any item found not be in working order, or not suitable for its intended purpose, will be recorded and reported to the FOS. The Contractor shall conduct, based on a mutually agreed upon frequency, an inventory of GFE by January 30th each calendar year and provide the results to the FOS.
- b. The Contractor shall notify the FOS when any item of Government property can no longer accomplish its designed purpose. Upon determination by the FOS that the item has salvage value, the Contractor shall transfer and deliver the item to the Property Disposal Office or to the place designated by the FOS. If the FOS determines that the item has no scrap value, the Contractor shall dispose of the item as directed by the FOS.

C.131. Material Management – Government Alterations

The Government may make alterations, install attachments, and make substitutions or additions to equipment being maintained by the Contractor. The Contractor shall track this equipment or deleting from warranty lists, upon written notification from the Government. The Contractor shall perform routine and preventative maintenance on these equipment items and identify cost implications prior to incurring any additional cost. Any request to modify the facility will be approved by the Facility Engineer, Safety Officer, and COR before commencement of work.

C.132. Material Management – Contractor Alterations

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- a. Proposed Contractor-sponsored alterations to equipment and facilities will be made only with consent of the Facility Engineer, PIADC Safety Officer and written approval of the Center Director before commencement of work.
- b. Whenever the Contractor alters or modifies an existing structure or system, or performs new installations of utility systems, the Contractor shall modify the as-built plans to maintain accuracy and currency.

C.133. Material Management – Reconditioning

If the Contractor detects that any Government equipment, machine or component being maintained under the contract is in need of reconditioning, details of the nature of the reconditioning and an estimate of the cost will be submitted in writing to the FOS. When making such a recommendation, the Contractor should provide back-up data including life-cycle costing. The Contractor shall not undertake or perform any reconditioning without prior authorization of the FOS.

C.134. Material Management – Major Repairs or Replacement

The Contractor shall verbally notify the COR at least 24 hours prior to any repairs or replacements where material and/or labor are expected to exceed \$1,000. As a follow-up, the Contractor shall provide additional requested information within 3 normal working days thereafter. The Government reserves the right to determine if such equipment will be repaired, replaced, or abandoned. If an item is determined to be beyond the economical repair, the Contractor shall recommend to the FOS in writing a replacement assessment and estimated salvage value. The Contractor's notification will include the following information:

- a. Age (purchase date) and expected lifetime of the equipment recommended for replacement
- b. Cost of repairs (broken down by repair parts, labor, and other categories)
- c. Replacement cost, equipment availability, and projected delivery schedule
- d. Rational for replacement or repair
- e. Whether or not the replacement equipment will fit into the available space, perform the required function(s), and operate using the currently installed utility services
- f. For repairs, the Contractor shall solicit outside bids for all subcontracted work in addition to his own estimate of time and cost. The Government may fund all major repairs and reserves the right to solicit bids and award contracts separate from this contract.

C.135. Material Management – As-Built Plans

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When the Contractor alters or modifies an existing structure or system, or performs new installations of utilities systems, the Contractor shall obtain approval from and coordinate with the Facility Engineer for modification of the as-built plans to maintain accuracy and currency.

C.136. Material Management – Condition of Equipment Prior to Contract End

Ninety days prior to termination or expiration of this contract, the Contractor shall review the building systems and equipment, and prepare a report on their condition. The COR will review the report with the Contractor. This report will use the Equipment Inventory list and designate for each piece of equipment:

- a. A material condition evaluation (excellent, good, fair, poor). For fair or poor condition evaluations, indicated period until expected replacement.
- b. Any special operating conditions or characteristics particular to that piece of equipment.

C.137. Material Management – Warranty Actions

Within the equipment listing, the Contractor shall identify equipment that is under warranty. The Contractor shall provide a report that includes both an inventory of warranted items and a change of status report from the last submitted report. The reports will be submitted to the Site Operations Manager and the CO twice during the period of performance of this bridge contract. The Contractor shall develop preventive maintenance schedules for equipment under warranty in accordance with the manufacturer's recommendations and specifications to maintain the warranty. A copy will be submitted to the CO within 60 days after acceptance of the equipment by the Contractor. Maintenance actions will be completed as required to preserve the warranties.

C.138. Reports – General

The Contractor shall submit the reports as identified in TE-9 of this contract. Cost accounting reports by DHS/USDA (separate by ARS and APHIS) are required. The Government reserves the right to change, modify, delete, or add report requirements for compliance by the Contractor as may be required for Government administration purposes.

C.139. Reports – Quarterly Progress Report

By the 15th calendar day of each quarter, the Contractor shall provide progress reports summarizing the previous quarter's activities. The progress report will be brief and factual and will be prepared in the following format:

- a. Cover Page: Contract Title and Number, Contractor's Name, Date of Report and Period Being Reported.

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- b. Section I: An introduction of overall progress, plus a separate description of each task or other logical segment of work on which effort was expended during the reporting period. The description will include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.
- c. Section II: A description of current technical or substantive performance and any problems that may prevent performance along with proposed corrective action. This section will include a summary of responses to negative Individual Event Reports.
- d. Section III: A planning schedule of significant work (other than common tasks), including start-up and completion dates. Updates should be provided in subsequent technical progress reports; including an explanation of any differences between actual progress and planned progress, why the differences have occurred and if behind in progress, what corrective steps are planned.
- e. Section IV: A break-out of Work Requests received for the month. The Contractor shall break out Common, Special (funded), Special (Unfunded) and additional tasks for each functional area. The break out will include the number of completed work requests, costs associated with each completed (separately funded, i.e., unfunded special task and additional) and the amount of work requests (number of tasks and associated hours) remaining.
- f. Section V: A status of Subcontracting Compliance. The Contractor shall reference goals, monthly expenditures, and percent of cumulative expenditures for large, small, minority and women-owned businesses. If the Contractor is not meeting the goals, the Contractor shall offer an explanation on how they anticipate improvement in the following months.

C.140. Reports – Accident Reports

The Contractor shall comply with OSHA and other regulatory agency requirements for reporting and record keeping of all accidents resulting in death, trauma, injury, occupational disease, environmental insult, or motor vehicle accidents. In all cases, and in conjunction with submitting an Incident Report, the Contractor shall provide an oral report to the Safety and Environmental Manager within four hours of occurrence and a written follow-up report with any required Governmental forms, including documentation reflecting accident investigation procedures taken, within three working days of occurrence of the accident.

C.141. Reports – Incident Reports

The Contractor shall report on significant incidents that occur as required and follow-up with a written report to the COR within 24 hours of occurrence. Incidents include permit non-compliance, environmental non-compliance, deviations from SOPs, spills, damage to government equipment, equipment failure, and any other unusual event.

C.142. Reports – Damage Reports

In all instances when Government property and/or equipment is damaged by the Contractor's employees, the Contractor shall submit to the FOS a full report of the facts and extent of such damages with

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appropriate Governmental forms in writing within 24 hours of occurrence. This report will be in conjunction with any immediate Incident Reports.

C.143. Reports – Funds Expenditure Reports

a. The Contractor shall submit a monthly Funds Expenditure Report (FER) to the CO, and the PIADC Center Director. This report will include, at a minimum:

- (1) Information on the costs incurred during the month
- (2) Cumulative costs for the fiscal year incurred-to-date
- (3) Updated forecast of the cost to complete the contract during the fiscal year

b. The report will contain the major line item of costs, but is not limited to:

- (1) Direct Labor - indicate regular time and overtime hours and cost
- (2) Burden - indicate rate applied
- (3) Supplies and Materials
- (4) Equipment
- (5) Subcontracts
- (6) Other Direct Costs
- (7) Special Tasks
- (8) Travel

c. In this report, the Contractor shall footnote significant deviations to either the costs incurred or the forecast of costs to complete from the budgeted costs with an explanation or rationale for the variance.

d. A sample FER will be submitted to the FOS for content and format approval prior to the contract start.

e. In this report, the Contractor shall highlight any event, situation or problem which is cost-bearing, and which could endanger the successful completion of the contract within the contract's monetary ceiling. A proposed solution will be provided for any individual line item of cost that forecasts a negative variance. The FER is due by the 20th of each subsequent month (e.g., May's report is due by June 20).

C.144. Reports – Applicable Documents

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This section presents a listing of documents that apply to Contractor performance required by the SOW. Those documents designated as Government Furnished (GF) will be made available to the Contractor at the time of contract award. Those documents designated as Contractor Furnished (CF) will be the responsibility of the Contractor to acquire.

- Federal Acquisition Regulation (FAR) (CF)
- OSHA Material Safety Requirements (CF)
- OSHA Equipment Safety Requirements (CF)
- OSHA Asbestos Safety Requirements (CF)
- NEC Materials Safety Requirements (CF)
- EPA Material Environmental Requirements (CF)
- Uniform Plumbing Code (CF)
- National Electric Code (CF)
- State and Local Code and Regulations for the Performance of Electrical Services (CF)
- State and Local Codes Governing Plumbing and Pipefitting (CF)
- State and Local Codes Governing Boiler Plant Operations (CF)
- State and Local Codes for Refrigeration Equipment Installation and Modification (CF)
- State and Local Codes for Application of Herbicides/Pesticides (CF)
- National Electrical Manufacturers Association Standards (CF)
- American Welding Society Structural Code (CF)
- Institute of Electronic and Electrical Engineers (IEEE) Equipment/ Practice Recommendations (CF)
- National Fire Protection Association Standards (CF)
- American Society for Testing Materials Standards (CF)
- Code of Federal Regulations, Part 29 (CF)
- Code of Federal Regulations, Part 40 (CF)
- Code of Federal Regulations, Part 41 (CF)

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- Code of Federal Regulations, Part 49 (CF)
- International Air Transport Association Dangerous Goods Regulations (CF)
- International Civil Aviation Organization Technical Instructions for the Safe Transport of Dangerous Goods by Air (CF)
- Federal Specifications to be met by Contractor Use Materials and Equipment (GF)
- SEA Manual 226.1, Control of Property in the Possession of Contractors (GF)
- General Procedures for Working with Asbestos (GF)
- Technical Provisions for Asbestos Hazard Abatement Work, December 1983 (GF)
- Federal Guidelines and Directives for Providing Steam and Chilled Water (GF)
- Boiler Plant Operations Code (GF)
- PIADC Safety Manual (GF)
- Coast Guard Regulations Relating to Minimum Crew Sizes and Vessel Operations in Long Island Sound (GF)
- State of New York and Local Regulations on Operation of Food-Handling and Serving Facilities (CF)
- State of New York and Local Environmental Regulations (CF)

C.145. Outside Services – Road Services

a. Routine Maintenance and Repair

(1) The Contractor shall maintain, modify, grade, and repair paved, sealed, gravel and dirt road surfaces, as required. Tasks performed include, but are not limited to:

- (a) Scraping, filling and grading gravel roads
- (b) Cleaning and maintain road sides, pavement and parking areas
- (c) Repairing holes in roads using blue-stone mix blend
- (d) Sealing pavement cracks and damage
- (e) Spot patching paved roads

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(f) Minimum care and maintenance, allowing reasonable passage, will be performed on roads beyond the demarcation line identified on TE-2

(2) The FOS may require the Contractor to perform specific roadwork outside of normal duty hours to minimize disruption to traffic and parking. The Contractor shall prepare overtime cost estimates and receive approval from the FOS prior to beginning work.

(3) Minimum Standards of Performance

Maintain and repair all paved, gravel, concrete and dirt surfaces in a condition that ensures structural soundness, durability and aesthetic conformity.

b. Snow and Ice Removal

(1) The Contractor shall be required to develop and present for approval, a plan to the FOS, within 30 days after contract award for the efficient removal of snow and ice from paved roads, parking lots, sidewalks, steps, emergency exits of occupied buildings, ramps, curbs, and boat landing areas in the event of snowfall or ice conditions. Apply sand, salt and/or a mixture to these surfaces as required. Boat docks, which could be especially hazardous, will have safety ropes from piling to piling from the landing area to the end of the dock. The plan must include Plum Island, Orient Point, and leased facilities, i.e., Old Saybrook.

(2) The Contractor shall provide for the quick and efficient removal of snow and ice from these surfaces 24 X 7 so that scientific and other activities at the PIADC will not be impeded, and so that facility personnel are able to enter, leave, and go about their normal activities safely. This may require the scheduling of extra boat operations to transport snow removal personnel to the island.

(3) The Contractor shall at their own initiative remove snow and ice from unpaved roads, using sound judgment, or at the direction of the FOS. The Contractor shall initiate snow removal when:

(a) The FOS determines conditions are hazardous

(b) Snowfall begins and there is already a two-inch accumulation

(c) Snowfall begins and the National Weather Service predicts accumulations of two or more inches.

(d) Total snow on the ground is at least two inches and snow removal has not begun.

(4) The Contractor shall remove and dispose of snow from paved roads, parking lots, and dock areas leaving the surface clear for safe passage of vehicles. The removed snow will be deposited in such a way that it does not endanger or impede employees and traffic.

(5) The Contractor shall control ice on paved roads, parking areas, boat ramps, and walkways by applying a dry sand and salt mixture in time to prevent ice buildup.

(6) Minimum Standards of Performance

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(a) Snow and ice will be efficiently removed in a timely manner from all sidewalks, roadways, parking lots, and dock areas, and sand/salt applied in icy areas so no hazardous conditions remain.

(b) For those areas past demarcation identified in TE-2, snow and ice will be efficiently removed to allow reasonable access for vehicles to pass.

c. Special Tasks Requiring a Work Order

(1) Construction of New Roads, Extensions and Major Alterations

The Contractor shall perform repair and construction of roads and parking lots for projects as requested by the FOS. The Contractor shall design and document all projects to include detailed cost and schedule and receive FOS approval prior to starting work. Examples of major projects are:

(a) Constructing gravel roads or parking areas

(b) Marking, cutting and repairing utility cuts in gravel and paved surfaces

d. Major Storm - Preparation and Clean-Up

(1) The Contractor shall perform all work required in preparation for potential major storms or hurricanes. Hurricane plans and procedures will be established to protect all property in the Contractor's care, custody and control as well as provide for the safety of all personnel. As soon as practical after such an occurrence, the Contractor shall commence clean-up operations and continue until all areas are returned to pre-storm condition. The Contractor shall provide these plans to the FOS with 60 days after contract start for approval.

(2) Minimum Standards of Performance

Adequate preparation will be accomplished for a potential major storm or hurricane to minimize damage to the PIADC. This will be followed by efficient and timely cleanup following a storm or hurricane.

C.146. Outside Services – Vehicle and Equipment Services

a. Routine Work

The Contractor shall dispense (self-service) fuel, track usage and perform other routine tasks for equipment, vehicles, and vessels listed in TE-8 to ensure the safety of the vehicle users and extend the productive life of the machinery. A complete list of vehicles will be provided at contract start. A complete inventory and condition status report will also be provided. In addition, the Contractor shall perform major and routine repairs and inspections on all Government-furnished vehicles and vessels as well as on those vehicles that will be operated by the Contractor. The Contractor shall provide these services during regular working hours, except as required for emergencies.

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b. Routine Vehicle and Equipment and Operating Tasks

(1) The Contractor shall perform routine operating tasks for all vehicles and equipment. These tasks will include, but not be limited to:

- (a) Dispensing, (self-service) gasoline and diesel fuel
- (b) Checking/adding fluids (gas, oil, water, etc.)
- (c) Maintaining proper tire pressure
- (d) Cleaning inside/outside of vehicles
- (e) Inspecting for potential problems/defects
- (f) Charging batteries
- (g) Providing road service to PIADC vehicles

(2) The Contractor shall record and track the performance of the above listed tasks by vehicle. The Contractor shall ensure that each vehicle contains a logbook that will be maintained by the operator of that respective vehicle. Entries will include, but not be limited to:

- (a) The current date and operator's name
- (b) The vehicles starting and ending mileage
- (c) Fuel and oil records, i.e. amounts added
- (d) Remarks column

(3) Minimum Standards of Performance

Install, maintain, modify, adjust, and repair parts/fluids to sustain motor vehicle and heavy equipment operations in accordance with equipment specifications and manufacturer's instructions.

c. Vehicle Inspections

(1) The Contractor shall establish monthly and, quarterly, and a cumulative inspection schedules as required by vehicle usage and criticality and approved by the FOS. Procedures and checklists for emergency vehicles (fire and ambulance) will be approved by the FOS. The checklist items will include, but not be limited to, the items shown at TE-14 and TE-15. For each inspection conducted, the Contractor shall complete the approved checklist and submit a copy to the FOS within five working days of vehicle inspection.

(2) Minimum Standards of Performance

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Perform scheduled maintenance and inspect motor vehicles quarterly and a cumulative in accordance with manufacturer's, New York State, and Government specifications. Perform scheduled maintenance and inspect emergency motor vehicles (i.e. Fire Apparatus, Command Vehicle and Ambulance) monthly and cumulatively. Submit inspection checklist to the FOS within five working days of inspection.

d. Oil and Fuel Supplies

(1) The Contractor shall requisition from the Government, and implement, a delivery schedule for unleaded gasoline and diesel fuel to support Government-owned and Government-operated vehicles at the PIADC. Deliveries will be made to the bulk tanks located at the dock area and the Contractor shall oversee delivery of the fuel. The Contractor shall inspect receipts to ensure the proper amount and type of fuel was delivered. The delivery schedule will identify dates and times of deliveries, amount of fuel to be delivered, and delivery procedures.

(2) The Contractor shall maintain a daily record of diesel and gasoline fuel consumption. Fuel levels in bulk tanks will be monitored as required to ensure adequate supplies and compliance with NYCRR-6 Part 613.4(A)(1) and SCSC Article 12 Sec. 760-1210 (G)(1) is maintained.

(3) Minimum Standards of Performance

Gasoline, diesel, and oil supplies are managed so that adequate supplies are on-hand to meet demand. Compile a monthly report of fuel purchases and records on daily fuel and oil usage. While filling tanks, the Contractor shall not allow any overfilling or spillage.

e. Marine Vessel Inspection

(1) The Contractor shall perform weekly and monthly inspections of the PIADC Marine Vessels as delineated in TE-16.

(2) The Contractor shall perform the weekly inspection on the first working day of each week; the monthly inspection will be performed no later than the 15th of the month. The Contractor shall complete the forms in TE-16 and submit a copy to the FOS within five working days of the inspection.

(3) The Contractor shall have all vessels inspected by the U.S. Coast Guard based on a mutually agreed upon frequency, or as required. Preparations for USCG inspections and dry-docking will be scheduled to minimize down time. Upon receipt of written instruction from the FOS, the Contractor shall begin correction of any discrepancies identified in the inspections.

(4) Minimum Standards of Performance

(a) Perform weekly inspections on the first working day of each week and perform monthly inspections no later than the 10th of the month. Submit copies of the inspection forms to the FOS within three working days of inspection completion.

(b) Perform, based on a mutually agreed upon frequency, inspections of all vessels and inflatable life rafts in accordance with U.S. Coast Guard requirements. All certifications are kept up-to-date so there is no disruption in service.

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f. Routine Maintenance and Repair of Vehicles and Equipment

(1) The Contractor shall perform maintenance and repairs as necessary on all Government-furnished vehicles and equipment (TE-8). These tasks will include, but not be limited to:

- (a) Lube and oil changes
- (b) Repairing brakes
- (c) Adjusting and repairing steering system
- (d) Performing tune-ups
- (e) Repairing air conditioning and heating systems
- (f) Repairing suspension systems
- (g) Repairing/replacing exhaust systems
- (h) Changing/repairing tires
- (i) Winterizing vehicles
- (j) Performing miscellaneous repairs on lights, doors, batteries, radiators, locks, etc.
- (k) Performing body work and interior maintenance

(2) For government-operated vehicles, the Contractor shall perform the necessary repairs and return the vehicle to service within three working days of notification of maintenance requirement. The Contractor shall notify the FOS if additional time is required. If the Contractor cannot repair an equipment item, he/she will submit a written explanation, within 48 hours, to the FOS of the problem, cause, and recommended solution.

(3) All waste fluids and filters will be disposed of in accordance with current environmental regulations.

(4) Minimum Standards of Performance

Maintain fleet of vehicles in proper material condition by performing maintenance according to the manufacturer's schedule. Perform repairs and return the vehicle to service within three working days of notification of maintenance requirement.

g. Routine Maintenance and Repair of Marine Vessels

(1) The Contractor shall maintain and repair vessels as necessary to keep the PIADC vessels in proper operating condition. The Contractor shall maintain and repair the propulsion system, electrical

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system, plumbing system, sewage system, heating and ventilation system, and all equipment including the boat's structural components.

(2) The Contractor shall perform maintenance on all PIADC vessels according to schedules and plans approved by the FOS. Typical items include, but are not limited to:

- (a) Changing engine and gear oils, hydraulic fluid and associated filters
- (b) Rebuilding/repairing pumps
- (c) Overhauling electric motors
- (d) Inspecting/adjusting stuffing boxes and rudder posts
- (e) Repacking shaft glands
- (f) Inspecting, repairing and adjusting heating and cooling equipment
- (g) Inspecting, testing and repairing, electronics and navigation equipment
- (h) Conducting deck and hull inspections
- (i) Conducting underwater inspections

(3) Pre-operational checklists will be maintained for all vessels and signed by the assigned captain on duty for that run. The interior and exterior of vessels will be kept clean and free of dirt, trash, rust, corrosion and dock marking. All waste fluids and filters will be disposed of in accordance with current Environmental Regulations.

(4) Minimum Standards of Performance

(a) Operate vessels in accordance with the promulgated boat schedule. Perform repairs in accordance with manufacturer's specifications. Repair deficiencies within 24 hours unless otherwise approved by the FOS.

(b) All documentation of the maintenance effort will be kept complete and up-to-date, and be available upon request. Documentation will include, but not be limited to:

(i) History of inspections and maintenance on all vessel hulls, equipment, engines, generators, and generator engines.

(ii) All work performed by subcontractors.

(iii) Any equipment removed from service and its replacement status.

h. Special Tasks Requiring a Work Order

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The Contractor shall install, repair, replace and overhaul vehicles, equipment and vessel parts and accessories as requested by the FOS. The Contractor shall design and document all projects to include detailed cost and schedule estimates and receive FOS approval before work begins. Major repairs may include, but are not limited to:

- (1) Repairing/rebuilding engines
- (2) Repairing/rebuilding transmissions
- (3) Repairing marine vessel hulls
- (4) Overhauling/repairing vessel generators and generator engines

i. Scheduled Shipyard Repair and Overhaul Period

(1) The Contractor shall obtain and evaluate cost estimates and provide the FOS with recommendations for source selection. With correct approvals, the Contractor shall deliver the vessel to the selected commercial shipyard for scheduled overhauls.

(2) The Contractor shall be notified five days prior to the date the vessel is required at the repair site. The Contractor shall provide a replacement vessel when necessary such that there is no disruption in transportation service. This replacement vessel will be approved by the FOS prior to entering into a subcontract for that service. Contractor shall get at least three-replacement vessel estimates and make the appropriate recommendation.

C.147. Outside Services – Grounds Services

a. Routine Work

The Contractor shall perform routine grounds maintenance at PLADC including, but not limited to:

- (1) Mowing improved and unimproved areas
- (2) Edging, trimming, and weeding grass and ground covers
- (3) Maintaining trees, bushes, and flower beds
- (4) Policing grounds
- (5) Removing dead or dying trees
- (6) Keep fire hydrants maintained, painted, and clear of vegetation and brush within a 5-foot radius
- (7) Identify a water valve boxes with a post listing the applicable valve number. Both posts and water boxes will be painted.

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The Contractor shall comply with PIADC safety requirements while performing grounds services.

b. Lawn and Turf Maintenance and Repair

(1) The Contractor shall mow, edge, and trim grassy areas in accordance with the schedule shown at TE-17 and in the coded areas shown in TE-2. Unimproved areas to be maintained include security roads, fire lanes, and fields. Grass will be cut to a uniform height with no skips or patches of uncut grass. The Contractor shall trim around fixed objects such as buildings, trees, and signs.

(2) The Contractor shall trim around sidewalks, foundations, driveways, and gardens. Grass clippings will be removed from sidewalks and paved surfaces, collected, and discarded where appropriate. All mowers used by the Contractor shall have OSHA-approved guards which will be kept in place at all times. Safety glasses, safety shoes, and hearing protection equipment will be worn at all times while operating cutting machines with metal blades and where appropriate under conditions warranted by the type of equipment operated.

The Contractor shall reseed or replace grass in bare ground spots in grassy areas that are regularly mowed as directed by the FOS.

(3) Minimum Standards of Performance

Mow, edge, and trim improved grass areas to maintain a uniform height of 1 ½ to 3 inches, leaving no skips or uncut patches. The Contractor shall seed or sod areas to establish or repair turf as directed by the FOS. Mow unimproved grass areas to a uniform height leaving no strips or uncut patches.

c. Maintain Grounds

(1) The Contractor shall maintain the grounds at the PIADC by performing tasks that include, but are not limited to:

(a) Watering plant and grass areas when needed,

(b) Applying mulch to plant beds based on a mutually agreed upon frequency including removing the weeds that have grown in since last application,

(c) Removing leaves and trash throughout the grounds.

(2) The Contractor shall repair ground defects caused by natural occurrences or by humans. These activities include, but are not limited to seeding, sodding, and replanting areas damaged by:

(a) Underground repairs and activities

(b) Inhibited vegetation growth

(c) Vehicle and pedestrian traffic

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(d) Snow removal and other heavy equipment

(3) Minimum Standards of Performance

Water the plant and turf areas as necessary. Mulch plant beds at least based on a mutually agreed upon frequency. Remove leaves, litter, and roadside trash according to standards established by the FOS.

d. Plant and Tree Care

(1) The Contractor shall regularly prune trees, bushes and plants to maintain optimum plant health and an attractive, decorative appearance while providing safe clearance for utility lines, pedestrians, vehicular traffic, and security concerns. Natural shaping and growth patterns of trees, bushes, and shrubs will be maintained. Pruning will vary depending on plant characteristics and growing conditions and will be accomplished in accordance with FOS instructions. Clippings should be appropriately discarded.

(2) The Contractor shall plant flowers and other ornamental plantings as directed by the FOS. The Contractor shall turn the soil, plant flowers, and apply water regularly to ensure plant survival and growth. Plants will be agreed upon prior to planting and detailed cost and schedule estimate will be submitted prior to beginning activity.

(3) Minimum Standards of Performance

Trim and prune bushes and trees to prevent overhanging or obstructions to building, sidewalks, and other passageways. Maintain natural shaping and growth patterns. Remove small/medium woody plants (less than 4" diameter) as required by the FOS.

e. Remove Trees and Excess Vegetation

(1) The Contractor shall remove trees, stumps, trunks and other large or excess vegetation for aesthetic, construction or other purposes as specified by the FOS. Resulting debris will be removed from the area and transported to the island sandpit and stacked. The Contractor shall dispose of debris as governed by regulatory agencies and directed by the FOS. If open burning is the method of disposal, the Contractor shall ensure that the proper permits are obtained beforehand. During open burning, the Contractor shall monitor the wind direction so as to ensure smoke does not enter the air systems of the administration or laboratory building. If the wind changes in a direction that this occurs during burning, the Contractor shall immediately extinguish the fire. Equipment and staff to extinguish the fire will be present during all controlled burns.

(2) Paths allowing clear access to fire hydrants, emergency standpipe stations and sprinkler systems will be maintained at all times. Firebreak roads will be maintained throughout Plum Island so as to allow access for fire fighting equipment.

(3) Minimum Standards of Performance

Remove trees, stumps, trunks, and other large or excess vegetation as requested by the FOS. Firebreaks must be trimmed in such a manner as to allow for the safe passage of fire fighting

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equipment. Groom the removal area so that it matches the adjacent surroundings. Debris will be stacked and disposed of per FOS instruction.

C.148. Operations Support Services – Common Tasks

The Contractor shall provide operations support services, which entail Receptionist/Coordinator functions during normal duty hours, and Rover/Coordinator functions during non-duty hours. Numerous activities inherent in this function are common to duty and non-duty period and will be primarily performed in Building 100/101 Complex Lobby Reception Station. The Contractor shall ensure that the Lobby Reception Station is maintained and operated in a clean, neat, orderly and professional manner at all times.

C.149. Operations Support Services – Visitor Control

a. The Contractor shall operate and enforce through the issuance of employee identification and visitor badges, a strict monitoring system for the identification and approval of persons visiting Plum Island. The Contractor shall ensure that all visitors, upon entrance to Plum Island, are escorted, either by their sponsor or the Contractor to the lobby of Building 100 where they will be required to sign release forms. Monitoring and recording of all entry and exit from sensitive locations at Plum Island will be maintained at that location. The Contractor shall monitor visitors by performing activities that include, but are not limited to:

- (1) Process visitor applications
- (2) Issue visitor identification badges
- (3) Maintain signed release forms
- (4) Log visitors on and off Plum Island
- (5) Maintain the PIADC visitor list
- (6) Ensuring safety orientation is provided when necessary
- (7) Ensure visitors are released to the respective escorts when required, i.e., the person(s) they are visiting

b. Upon registration and issuance of passes, visitors will be released to their assigned escort. Visitor passes will be displayed on the front of outer clothing at all times while on PIADC. The Contractor shall ascertain if the visitor will need to enter containment prior to the visitor's arrival. If the visitor will be entering containment, the Contractor shall issue a second pass at a location inside the containment area. The visitor pass will be displayed on the front of the visitor's outer clothing at all times while inside containment. The Contractor shall ensure that an appropriate escort, e.g. male, female, proper clearance for the area of containment to be visited, etc., is assigned to the visitor at all times. Visitor passes will be retrieved upon the visitor's departure.

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c. Due to the sensitive areas located at PIADC, the Contractor shall ensure that all unauthorized persons are prohibited from entry to the Center. This will include entry to boats, buildings and vehicles. Doors will be locked in accordance with policies established by the PIADC. In the event that a person(s) enters the PIADC without permission, the Contractor shall document the event and ensure that a visitor application, with the person identification, is completed with a release form, and the person(s) is/are escorted off of the property. The Contractor shall display a courteous and helpful attitude whenever possible.

d. Communications Control

- (1) Respond to designated telephones within a specified time standard
- (2) Respond to all emergency calls, i.e., medical, fire, or biological; and dispatch appropriate backup and support for incidents when required
- (3) Monitor fire alarms
- (4) Relay emergency messages to boat crews
- (5) Monitor Millstone Nuclear Plant alarm
- (6) Monitor and maintain radio communications with all PIADC entities, receive and transmit from the PIADC base on portable two-way radios when required
- (7) Monitor and maintain radio communications with town, county and State emergency organizations, when necessary

e. Rover/Coordinator

The Contractor shall provide during non-duty hours, uniformed Rover/Coordinator personnel who are qualified Safety Technicians holding current NY State or National Registry EMT certifications. Typical duties performed, in addition to those identified in this section, include, but are not limited to:

- (1) Establish who will be the duty ambulance driver at the beginning of the shift
- (2) Complete a full safety check and quick inventory of the ambulance at the start of the shift
- (3) Provide Emergency Medical Response and care when required
- (4) The Rover/Coordinator will enter the 101 Containment areas to perform common tasks as required. Constant communications will be maintained between the Rover/Coordinator and the Security Control Coordinator whenever in containment
- (5) The Rover will monitor the Millstone Nuclear Alert System

f. Documentation

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(1) The Contractor shall maintain daily records of those persons entering and departing Laboratory 101.

(2) The Contractor shall maintain records of radiation and biological specimens received at PIADC. Records will be maintained in a neat and orderly fashion. Format and retention periods are to be approved by the COR. The Contractor shall provide full and accurate documentation of all such materials received, including when contact is made with the person(s) receiving the material in advance of placement to ensure proper handling.

g. Minimum Standards of Performance

(1) Common Tasks

The 100/101 Complex Lobby Reception Station will be attended at all times during normal duty hours. This area will be kept in a clean and orderly fashion at all times.

(2) Visitor Control

The Contractor shall ensure that all Visitor Applications are properly processed. Signed safety affidavits will be obtained from all authorized visitors and will be recorded on the Visitors Log. Identification badges and release forms will be issued in accordance with PIADC policies. Escorts will be assigned and present prior to the visitor leaving the reception area.

(3) Communications Control

(a) Telephone calls, whether answered in person or electronically, will be answered within five rings with clear and concise statement similar to "United States Department of Homeland Security, Plum Island, may I help you or direct your call?"

(b) Emergency calls and alarms will be responded to immediately. Whenever such alarms occur, the Contractor shall ensure that the appropriate emergency personnel are dispatched/contacted immediately.

(c) Proper radio protocol will be maintained at all times.

(d) During non-duty hours, calls may be answered with an electronic answering device that allows the caller to leave a message. The Rover/Coordinator will check telephone messages hourly, distribute urgent messages immediately, and routine messages at the end of his/her shift. The Contractor shall provide a telephone number to the caller to an area in the event the call is an emergency where someone can respond with the appropriate personnel and/or equipment. An example of one such area is the power plant.

(e) Rover/Coordinator

Rover/Coordinator personnel shall wear neat and clean uniforms, free of tears, stains, etc. at all times. Services provided will be professional and courteous. Current NY State or National EMT Certifications will be maintained.

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(f) Documentation

Daily logs will be updated within five (5) minutes of a reported or observed occurrence and other logs within 15 minutes of an occurrence.

C.150. Operations Support Services – Fire and Emergency Response

a. Common Tasks

(1) The PIADC is staffed with a full time federal Fire Chief and a minimal number of federal firefighters. The Fire Chief is available at the Center during normal business hours, Monday thru Friday. Additionally, he is available for emergencies via pager and cellular telephone 24 hours a day.

(2) The Contractor shall follow a government fire and emergency response program whose basic tenet is prevention. This philosophy will be reinforced primarily through educational training, such as fire prevention and awareness and other trainings for both those employees involved in the aid of firefighting and those who have the primary function to work through safe and careful work practices.

(3) The Contractor shall provide no less than 24 fire brigade personnel to support the efforts of the federal firefighting staff at the PIADC. The structure of this brigade will be such that adequate numbers of personnel are available 24 X 7. Training and selection of said brigade will be subject to the approval of the Fire Chief. All fire brigade personnel shall meet the minimum requirements set forth in the National Fire Protection Association for interior firefighters. A list of the proposed fire brigade personnel will be submitted to the Fire Chief for review within 60 days of contract award.

(4) Sufficient voluntary collateral participation in the Contractor fire brigades and emergency groups will be ensured through a program of incentives which must be reviewed and approved by the COR.

(5) The Contractor shall develop support maintenance requirements established through fire and safety inspections conducted by federal firefighters. Work orders will be issued for any discrepancies or necessary abatement issues found. The Contractor is expected to adhere to current supplied fire evacuation and emergency response plans, fire preplans, and other Standard Operating Procedures for all required responses identified and approved by the Fire Chief. Government-provided radiological plans will also be incorporated into the emergency response plans.

(6) During emergency operations and fire brigade trainings, the Contractor shall receive direction from the Fire Chief and/or firefighter on duty. In all non-emergency operations, the activities of fire brigade personnel will be requested by the Fire Chief and coordinated through the CO. The Contractor shall develop a response plan that will provide adequate response and standard operating procedures in the event of a Millstone Nuclear incident. The plan will provide, at a minimum, the actions required by the Contractor's response team to safely evacuate the Center, if necessary, and respond to required areas to maintain the biological integrity of the Center and guard against the contamination of critical equipment including air systems. Additionally, the plan will include decontamination procedures for any areas that become contaminated including the clean-up thereafter.

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(7) The PIADC Radiological Emergency Coordinator will be notified immediately of any and all radiological events.

(8) Complete documentation will be forwarded to the Fire Chief and the PIADC Safety Officer immediately following all Millstone incidents and/or drills.

b. Fire and Emergency Operations

(1) The Contractor shall provide qualified personnel to form a brigade capable of responding to fires and other emergencies, 24 X 7. The members will be physically fit to perform the duties assigned and capable of operating Government furnished firefighting equipment as listed in TE-8. Fire brigade personnel shall be required to respond to all fire related incidents.

(2) The fire brigade will provide services that include, but are not limited to:

(a) Responding without delay to emergency fire, medical, Hazmat and rescue incidents

(b) Dispatching appropriate apparatus and manpower

(c) Respond to all emergency phone calls, alarms pager, and radio transmissions

(d) Respond to all active mutual aid communications as directed

(e) Participate in all training as outlined and prepared by the Fire Chief

c. Emergency Response Fire Related, Business Hours

The Contractor shall provide fire suppression and fire fighting services in accordance with all DHS/USDA, PIADC, OSHA, New York State, NFPA and National Fire Code regulations, 24 X 7. Upon receipt of a fire alarm, the firefighter(s) will perform tasks that include, but are not limited to:

(1) Respond with appropriate firefighting apparatus, as required.

(2) Work under the direction of the Fire Chief or federal firefighter on duty to accomplish rescue, ensure protection of exposures, confine and/or extinguish the fire, and conduct proper salvage and overhaul of burning materials or structures.

(3) All fire brigade personnel shall respond to the firehouse, Building 13, within 10-minutes of notification of alarm. If the fire truck has left for the scene, personnel may proceed to the scene with their turnout gear.

d. Emergency Response - Fire Related, Non-Business Hours

(1) Under this condition, the Contractor shall ensure that qualified personnel are available to respond within 10-minutes of an alarm.

(a) Respond with the appropriate firefighting apparatus, as required.

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(b) Work under the direction of the Fire Chief or federal firefighter on duty to accomplish rescue, ensure protection of exposures, confine and/or extinguish the fire, conduct proper salvage and overhaul of burning material or structures.

(c) Hook up fire apparatus to the building sprinkler and/or standpipe system

(d) Alert personnel of impending dangers if known

(e) Notify personnel identified by instruction

(f) At the conclusion of a response, the Contractor shall perform tasks including, but not limited to:

(i) Return the fire apparatus to the fire station

(ii) Clean all firefighting equipment, and return to a condition of readiness

(iii) The Contractor shall deploy fire apparatus and manpower in the most advantageous manner to control and extinguish fires and to preserve life and property. Types of fires responded to include, but are not limited to, structural, chemical, electrical, brush, vehicle or flammable liquids.

e. Emergency Response - Non-Fire Related, Business Hours

(1) The Contractor shall respond and assist the PIADC Fire Chief or federal firefighter staff with non-fire related emergencies such as medical emergencies, vehicle accidents (wash down roadway, extrications, etc.), hazardous weather incidents, spills produced by petroleum products or chemicals, and other hazardous materials incidents or other such emergencies within 5-minutes of notice.

(2) Designated trained emergency response personnel will be deployed in accordance with the PIADC Spill Prevention Control Plan (SPCP) whenever fuel oil is received at the PIADC, or in the event of chemical fuel or other hazardous material spills.

(3) Medical emergencies will be responded to by a NY State or nationally certified EMT using a Government furnished ambulance or medically equipped helicopter via mutual aid. The Contractor shall administer immediate care and arrange for required transportation to Eastern Long Island Hospital or other appropriate medical facility.

(4) Radiological emergencies and alerts and communication drills dispatched via radio (provided by Northeast Utilities) will be responded to in accordance with the PIADC Radiological Response Plan. Personnel must be familiar with the plan and thoroughly briefed on procedures and responsibilities, such as recording radiological emergency alert messages, including dates, times, and classification levels and contacting the designated Emergency Coordinator.

(5) The Contractor shall provide Advanced Life Support (ALS) services for PIADC personnel, contractors, and guests and meet all of the requirements specified and agreed to by the Suffolk County

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Department of Health Services, PIADC Emergency Ambulance Unit, and the Contractor in the 'Advanced Life Support Services for Plum Island Animal Disease Center's Emergency Ambulance Unit.'

“Initially, at a minimum, the Contractor shall provide ALS services during normal working hours and as requested by DHS management during extended work day conditions such as the PIADC Foreign Animal Disease Diagnostician (FADD) schools and various construction activities. Outside of normal working hours, the Contractor shall provide a minimum of one (1) Emergency Medical Technician (EMT) certified as Emergency Medical Technician Basic and begin to phase in certified Emergency Medical Technician Critical Care (EMT-CC) or Emergency Medical Technician Paramedic (EMT-P) until 24 hours per day, seven (7) days per week coverage is achieved.

f. Emergency Response - Non-Fire, Non-Business Hours

(1) Under this condition, the Contractor shall ensure that an NY State or nationally certified EMT is available to respond within 5-minutes of an alarm. In addition, the Contractor shall respond to all spills produced by chemicals, petrochemical and other hazardous material incidents or other such emergencies within 10-minutes of notice.

(2) Responding personnel shall work under the direction of the Fire Chief or federal firefighter on duty to secure the scene and provide the required emergency services necessary.

(3) The Contractor shall deploy emergency apparatus and manpower in the most advantageous manner to control the incident. Types of emergencies to respond to include, but are not limited to:

(a) Medical emergencies

(b) Vehicle accidents (wash down roadway, extrications, etc.)

(4) At the conclusion of a response, the Contractor shall perform tasks including, but not limited to:

(a) Assist in the cleanup and overhaul of the incident.

(b) Return apparatus to condition of readiness

g. Training

(1) The Contractor shall ensure that all fire brigade personnel participate in the training program established and provided each month by the PIADC Fire Chief, federal firefighters and/or contracted instructors of the government as may be required.

(2) All training conducted will be scheduled in advance and will be published at least a month ahead of the scheduled training date. Fire brigade personnel are expected to make a minimum amount of training each year. Required training will include, but is not limited to:

(a) Ten hours of operation and location of equipment

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- (b) Eight hours roads, building and hydrant familiarization
- (c) Twenty hours fire pre-planning and familiarization with major building and special hazard areas
- (d) Driving of fire apparatus and pump operations
- (e) Nozzle and hose training
- (f) Ladders, hooks and forcible entry tools
- (g) Fire prevention and inspection practices
- (h) Medical emergencies, cardio pulmonary resuscitation, and first aid
- (i) Radiological, hazardous communication, biological safety
- (j) Infectious Disease Control

(2) Additionally, Emergency Medical Technicians will maintain a current NY State or nationally EMT Certification at all times.

h. Miscellaneous Support Services

(1) The Contractor shall provide miscellaneous support services as requested by the Fire Chief to include, but not limited to:

- (a) Emergency standby for hazardous operations
- (b) Mutual aid response to the neighboring communities
- (c) Hazardous chemical or material spill response
- (d) De-watering/pump-outs
- (e) Filling SCBA tanks
- (f) Flushing roadways
- (g) Confined Space Rescue

i. Minimum Standards of Performance

The Contractor shall follow and support government-provided plans and SOPs for responsiveness and effective training as detailed above.

(1) **Fire and Emergency Operations**

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The Contractor shall provide a minimum of 24 qualified personnel to fight structural and other fires during normal operating hours. These individuals will demonstrate proficiency by following the training guidelines as provided by the Fire Chief.

(2) Emergency Response - Fire Related

(a) During emergency situations, the Contractor shall, under the direction of the Fire Chief or federal firefighter on duty, suppress fires and perform related tasks according to DHS/USDA, PIADC, OSHA, New York State, NFPA and National Fire Code regulations to minimize the loss of life and property. Personnel shall be physically fit to perform the duties assigned and respond with appropriate equipment, including Personal Protection Equipment (PPE), within 5-minutes of an alarm.

(b) During non-business hours, the Contractor shall ensure that qualified personnel are available to respond within 10-minutes of an alarm.

(3) Emergency Response - Non-Fire Related

(a) The Contractor shall respond to all non-fire related emergencies as requested without delay. All medical emergencies during normal business hours will be responded to with a NY State or nationally certified EMT and an equipped ambulance within 5-minutes of notice.

(b) Personnel shall respond with appropriate equipment, including Personnel Protection Equipment (PPE), within 5-minutes of an alarm.

(4) Training

(a) The Contractor shall whenever possible, ensure that all fire brigade personnel participate in the training program established and provided each month by the PIADC Fire Chief, federal firefighters and/or contracted instructors of the government as may be required.

(b) Training effectiveness will be demonstrated by satisfactory fire brigade member knowledge of the following:

- (i) Driving of fire and emergency apparatus
- (ii) Pump Operations
- (iii) Operation and location of special equipment
- (iv) Nozzle and hose training
- (v) Ladders, hooks and forcible entry tools
- (vi) Fire pre-planning
- (vii) Fire prevention and inspection practices

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- (viii) Hydrant familiarization
- (ix) Radiological, Hazardous Communication, Biological Safety
- (x) Infectious Disease Control

(b) Emergency Medical Technician's will maintain a current NY State or national EMT Certification at all times.

(5) Miscellaneous Support Services

The Contractor shall provide all miscellaneous support services within the guidelines specified by the Fire Chief.

C.151. Animal Rooms – Common Tasks

a. The Contractor shall ensure that PIADC animal isolation room, necropsy room, and animal wing corridor inspection, testing and maintenance is appropriately scheduled and performed in a timely manner, ensuring the capability for maintaining bio-containment integrity of the rooms and corridors while providing a physically safe and secure environment for animals housed or traversed therein.

b. It is important that the unavailability of animal isolation and necropsy rooms, including the animal wing corridor, be kept to a minimum during routine inspections and maintenance. Therefore, inspections and maintenance activities will be scheduled for periods when animal isolation and necropsy rooms and corridors are scheduled to be vacant and will be conducted in an organized and efficient manner. The Contractor shall have the concurrence of the Lead Animal Caretaker when scheduling animal wing maintenance. Activities scheduled and performed include, but are not limited to, those common tasks identified elsewhere in this statement of work and those listed below:

- (1) White Smoke candle tests
- (2) Door air gasket performance testing
- (3) Pressure decay testing
- (4) HVAC supply and exhaust filter changes
- (5) Painting and sealing floors, walls and ceilings

c. White Smoke Candle Tests

(1) The Contractor shall schedule and perform smoke tests on all animal and necropsy rooms including animal wing corridors at the PIADC based on a mutually agreed upon frequency, as well as on the following occasions:

(a) Upon completion of routine maintenance, if penetrations or room envelope affected

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- (b) Upon completion of renovations or alterations
- (c) Upon receipt of a work order request from research leaders or animal handlers
- (d) Upon the direction of the FOS or Safety and Environmental Manager

(2) All white smoke candle tests will be performed in accordance with the PIADC Safety Manual or as specified by the Safety and Environmental Manager. If an animal or necropsy room fails the white smoke candle test, the Contractor shall immediately notify the Lead Animal Caretaker responsible for that area, the research leader/section head, and the Operations Manager. The Contractor is responsible to immediately secure the room from use until successfully passing a repeat test.

(3) Additionally, the Contractor shall submit a "Pass/Fail" report to the Safety and Environmental Manager by the 5th working day of the month following the month in which the test(s) was performed. This report will include, but is not limited to:

- (a) Room number(s) of the room(s) tested
- (b) Date(s) test(s) was conducted
- (c) Name of person(s) conducting the test(s)
- (d) Type(s) of test(s) performed, i.e. smoke or pressure delay, as required
- (e) Whether the test(s) passed or failed
- (f) A detailed work order outlining the maintenance required along with a detailed resource estimate for completing the repair/maintenance

(4) Minimum Standards of Performance

White smoke candle test will be considered successful only when the results achieved comply with applicable parameters as outlined in the PIADC Safety Manual or by the direction of the Safety Officer.

d. HVAC Supply and Exhaust Filter Changes

(1) The Contractor shall monitor the filter integrity of related supply and exhaust units for each animal isolation room, necropsy room, and animal wing corridor at the PIADC on a "real-time" basis.

(2) When filter differential pressure is out-of-specification as determined by the parameters identified in the PIADC Safety Manual, the Contractor shall immediately notify Safety and Environmental Manager and the respective Lead Animal Caretaker and proceed to change the filters, including appropriate decontamination, of any respective unit in accordance with written guidelines specified in the PIADC Safety Manual.

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(3) For occupied animal rooms, all work must be coordinated with the Animal Caretaker staff to insure that life-safety, animal welfare, and bio-containment integrity are not compromised during any repairs.

(4) The Contractor shall, whenever possible, provide a schedule to the Safety and Environmental Manager that allows a minimum of five working days notice of the anticipated filter changes, identifying the areas to be impacted. The Contractor shall ensure that schedules are maintained, unless pre-empted by higher priority activity, i.e. pressing research needs. In the event of schedule changes or cancellations, the Contractor shall notify the Safety and Environmental Manager immediately with recommended replacement dates and times for the maintenance.

(5) Minimum Standards of Performance -

HVAC filter changes will be considered successful only when the filter has been certified in-situ and the airflow pressure differential achieved is in accordance to parameters identified in the PIADC Safety Manual and/or direction of the Safety and Environmental Manager.

C.152. Animal Rooms – Routine Maintenance

a. The Contractor shall perform routine inspection and maintenance on all animal and necropsy rooms, including all animal wing corridors, at the PIADC in accordance with all Federal, State, and local regulations and the PIADC Safety Manual. Routine inspection and maintenance requirements are identified in the PIADC Safety Manual and include, but are not limited to:

(1) Ensuring that all metal components, i.e. rails, gates, etc. are in proper working order and not bent or twisted, allowing for proper movement and closure. Hinges, chutes, waterers, and handles should be greased as appropriate.

(2) All metal doors and other metal surfaces will be free of rust with no jagged or sharp edges and finished with appropriate paint and coating where applicable.

(3) All painted surfaces must be non-porous and sealed.

(4) All non-structural components must be secured and in good working condition, i.e., gates, chains, locks, shelves, boxes, feeders, and watering systems, including filters, hoses and waterers.

(5) Air balance and temperature in animal rooms must be appropriately maintained, in accordance with standard operating procedures.

(6) External support equipment and systems for animal rooms must be maintained on schedule with internal system and room maintenance.

(7) Wall, floors, and ceilings in animal rooms will be maintained free of cracks and porous surfaces. Wall and ceiling paint will be an epoxy base type; floor surfaces will be finished with epoxy based type surfacing, containing quartz or sand particles to ensure safe footing when wet.

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(8) Hardware for pipes, doors, and faucets will be of the prescribed type, in proper working condition, and items such as door and faucet handles must turn in the appropriate direction with minimal force.

(9) Showers will be clean and in proper working condition; soap dishes will be free of paint and rust and well-fastened to the walls.

(10) All electrical equipment will be of the approved type for wet locations and will be ground fault protected (GFI), in proper working condition and free of cracks and defects; all light bulbs will be replaced when burned out.

(11) Air gasketed doors will be leak free, with door frames free of rust. At all times inflating mechanisms must be fully operational, leak free, with handles turning with minimal pressure.

(12) Clothing racks will be positioned no higher than six feet from the floor and will be fastened to the wall; broken clothing hooks will be replaced.

b. The Contractor shall advise the PIADC Biological Safety Officer immediately upon completion of maintenance to ensure the prompt performance of required room inspections and tests.

c. Minimum Standards of Performance

Routine maintenance will be performed when required and in accordance with the master maintenance schedule, or as soon as animal or necropsy rooms and animal wing corridors become available thereafter. This work will be performed in an organized and efficient manner to minimize unavailability of the animal rooms. The FOS will be notified when animal or necropsy room or animal wing corridor maintenance is deferred.

C.153. Animal Rooms – Special Tasks Requiring Work Orders

a. Renovations

(1) The Contractor shall renovate animal rooms, necropsy rooms, and animal wing corridors as requested by the FOS and Safety and Environmental Manager. The Contractor may be required to design, plan, and document projects and receive FOS and Safety and Environmental Manager approval before work begins. Individual cost estimates are also required prior to receiving approvals to begin any renovation activity. Examples of work are:

(a) Remove gates, animal chutes, waterers, plumbing, lights and outlets, feed chutes and feeders

(b) Install gates, animal chutes, waterers, plumbing, electrical lights and outlets, feed chutes and feeders

(c) Relocate gates, animal chutes, waterers, plumbing, lights and outlets, feed chutes and feeders

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b. Repairs

The Contractor shall repair room surfaces, equipment, plumbing and showers, electrical light fixtures and outlets, heating, ventilation, air conditioning, and other air handling, balancing and filter equipment, doors, gates, waterers and feeders as required in all animal rooms. Examples of work are:

- (1) Repair cracks, holes, peeling and lick or worn surfaces in floor coverings and other painted surfaces such as walls and ceilings
- (2) Remove asbestos containing materials in accordance with applicable regulations. Repairs will require a current asbestos abatement license to be maintained by the contractor performing this activity
- (3) Repair and replace showers, wash downs, and waterers and/or associated plumbing as required
- (4) Repair or replace doors and/or their associated hinges, handles, gaskets and/or inflation lines and valves and handles as required
- (5) Repair or replace animal feeders and feed chutes as required

C.154. Information, Mail, and Information Technology – IT Equipment

a. The Government will provide sufficient computer systems for Contractor employees in support of this effort. Contractor employees will meet government provided security training requirements prior to computer usage and will ensure computer systems used meet PIADC requirements for network or stand-alone security.

b. During the performance of this contract, the Contractor shall be required to purchase IT equipment. Additionally, the Contractor may be directed to install or make changes to software.

c. The Contractor shall develop a plan approved by the DO to upgrade a portion of the on-site systems each year to maintain the IT equipment current. The Contractor shall purchase IT equipment with contract funds only if:

- (1) The equipment is intended for the Contractor's use during the performance of the contract,
- (2) Agency approval has been obtained and documented prior to obligating the government for the purchase,
- (3) Management Analyst approval has been obtained and documented in writing,
- (4) Purchase of the equipment can be achieved more economically by the Contractor than as purchased by the government and furnished to the contractor.

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d. The Contractor shall submit system specifications for review and approval to the IT office prior to submission for approval for purchase to ensure system compatibility. An extended warranty agreement of at least 1-year will normally be purchased with the hardware or software when possible.

e. **Qualifications**

The Contractor shall have one or more employees with a working knowledge of the Microsoft Windows operating system and have computer system troubleshooting skills. This person should act as the point of contact for Contractor personnel experiencing computer difficulties. This person will forward issues to the IT center if they cannot resolve the problem.

C.155. Information, Mail, and Information Technology – Visual Information

a. **Routine Work**

(1) The Contractor shall provide biomedical photography, and related visual arts services and products to support the scientific efforts. Services include, but are not limited to:

- (a) Computer conversion of Government generated charts to 35mm slides/prints
- (b) Scientific, technical, biomedical, microscopic, and identification photographs
- (c) Full service developing and printing facilities and services
- (d) Assembly of photography equipment and preventative maintenance of existing equipment
- (e) Photographic and audio product stocking

(2) All products will be of high quality and will meet the purpose for the intended use. Since most audiovisual materials are prepared for publication or presentation at national and international meetings, the Contractor shall provide personnel who are skilled in custom and manual processes in order to support highly technical and sophisticated briefing materials that will be required. The Contractor may be required to provide service beyond normal duty hours to meet peak workloads as required by the Management Analyst. Requirements for overtime support in this area will be driven by the government and a complete cost estimate will be reviewed and approved by the Administration Manager prior to completion of the requested overtime-related activity.

C.156. Information, Mail, and Information Technology – Charts and Graphs

a. The Contractor shall convert various types of graphs and charts provided by the Government onto 35mm slides or computer discs. Contractor shall be required to determine the scale and format.

b. Products will be of the highest technical quality and should not require remedial action. Work will be completed by the delivery date specified on the request form.

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c. Additionally, overhead projection transparencies/slides are frequently produced by computer imaging and then incorporated into PowerPoint presentations or onto posters. Consequently, the Contractor shall have strong computer experience and skills with graphic presentations and be proficient with imaging and presentation software, at a minimum including PowerPoint and Photoshop.

d. Minimum Standards of Performance

High degree of customer satisfaction will be demonstrated.

C.157. Information, Mail, and Information Technology – Camera Work

a. The Contractor shall devise, improvise, and apply camera operation procedures to photographically record scientific, technical, biomedical events, and administrative requirements of the Government. A wide variety of specialized cameras and related accessories will be used as identified in attachment TE-8.

b. The Contractor shall provide laboratory and on-location photography services and support. When shooting in the laboratory, the Contractor shall be required to adhere to the regulations described in the PIADC Safety Manual regarding personnel and equipment. Equipment such as cameras, lighting systems, etc. transported into a bio-containment area will be surrendered upon exit to the Safety Office for decontamination in accordance with issued policies and procedures.

c. Tasks performed by the Contractor shall include, but are not limited to:

(1) Selecting and utilizing custom camera procedures and methods including electronic scans based on the specific requirements of the requests

(2) Improvising and devising methods and techniques since assignments may involve photographic problems not commonly encountered

(3) Determining lighting requirements

(4) Evaluating and selecting film emulsion, backgrounds, colors, angles, and actions

d. Photography is often required during unique experimental procedures where rare, difficult to observe, or unrepeatable scientific phenomena occur. The Contractor shall vary photographic settings during shooting to ensure events are recorded to highlight notable factors as identified by the respective scientist or diagnostician. Care will be taken not to disrupt or disturb scientific procedures in progress during photography. The Contractor shall be flexible in setting shooting schedules in order to conform to Government requirements.

e. Minimum Standards of Performance

Provide visual records of scientific procedures and experimental results by selecting appropriate camera, accessories, lighting requirement, emulsions, backgrounds, colors, and angles. Improvise photographic accessories and techniques needed to highlight desired effect. Meet customer specifications and time requirements. Provide camera work in sufficient detail to accurately show clear photography of

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bacterial colonies, agar gel diffusion tests, gel electrophoresis, and hemolysis and photography under ultraviolet illumination as required recording visually fluorescent chromatogram.

C.158. Information, Mail, and Information Technology – Photo Processing

a. The Contractor shall perform laboratory processing of black-and-white and color materials using custom methods and adapting procedures and techniques to produce or augment the desired effect. Tasks include, but are not limited to:

- (1) Preparing enlargements using dodging, cropping, vignetting, or superimposing techniques
- (2) Correcting color balances and exposures
- (3) Evaluating different emulsions
- (4) Selecting correction filtration and applying proper controls

b. The Contractor shall provide personnel skilled in hand processing since color balance is of critical importance in depicting various staining techniques. It is expected to be the responsibility of the contractor to determine the best approach in maximizing the results of the photo shoot.

c. Minimum Standards of Performance

(1) Utilize proper methods of time and temperature relationships; select and use appropriate chemistries; apply processing techniques to yield positives and negatives in accordance with customer specifications and time requirements.

(2) Publication of scientific results often requires black and white and/or color prints of graphs, gels, photomicrographs, etc. Since these prints will be widely reproduced, they must be of the highest quality. Prints should be provided within three business days following receipt of negatives.

C.159. Information, Mail, and Information Technology – Photo Products

a. The Contractor shall select and use appropriate equipment, materials, and procedures to provide a variety of black-and-white and color photographic products, including, but not limited to:

- (1) Slides
- (2) Contact prints
- (3) Polaroid prints
- (4) Enlargements
- (5) Transparencies

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(6) Negative and prints from glass negatives

b. Products will be of the highest professional quality and will meet customer requirements and satisfaction. Work will meet the delivery date specified on the request form.

c. Minimum Standards of Performance

Select and use appropriate equipment, materials, and procedures to produce contract prints, enlargements, or transparencies from black-and-white or color materials. Apply proper filtration, cropping, dodging, and exposure to produce visual materials of the correct size, quantity, and quality to meet customer specifications, purpose and time requirements.

C.160. Information, Mail, and Information Technology – Technical Consultation

a. Prior to initiating work, the Contractor shall consult with the customer to discuss detailed requirements of the proposed task. The requirements of the task and the contractor resource requirements will be identified and approved by the Administration Manager prior to beginning the requested work.

b. These consultations will provide the needed insight and direction related to the technical complexities of the request to ensure accuracy and completeness of the product. Personnel expertise, time, equipment, materials, and other requirements needed to accomplish the task will be taken into consideration. The Contractor shall provide follow-up consultation as needed until the customer accepts the product.

c. Minimum Standards of Performance

Conduct meetings with clients as projects require, or as requested by the client. Meetings focus on producing the highest quality product in the most economical way.

C.161. Information, Mail, and Information Technology – Portraits

a. The Contractor shall prepare group, identification, and passport photographs as required and approved by the Management Analyst. Groups will be posed and photographed using the artistic judgment of the Contractor in selection of pose, lighting, film, and techniques.

b. Identification and passport photographs will be photographed facing the camera against a solid color backdrop. Flat lighting will be used. Prints will measure 2 x 2 inches overall on a non-glossy surface.

c. Minimum Standards of Performance

Prepare group photographs as requested by the Management Analyst, taking into consideration proper lighting, pose, and background. Prepare identification and passport photographs. Prints will measure 2 x 2 inches overall on a non-glossy surface.

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C.162. Information, Mail, and Information Technology – Graphic Representations

a. The Contractor shall prepare scientific, technical, medical, and safety graphic representations to meet customer requirements as agreed to by the parties prior to commencement of the shoot in several scientific fields including, but not limited to: veterinary medicine, pathology, microbiology, and immunology. The Contractor shall be responsible for:

- (1) Selecting media, materials, equipment, and procedures
- (2) Determine composition, proportion, and perspective
- (3) Selecting colors and lettering style and size

b. Minimum Standards of Performance

Prepare scientific, technical, medical, and safety graphic representations as requested by the Management Analyst and to meet customer specifications.

C.163. Information, Mail, and Information Technology – Exhibits and Displays

a. The Contractor shall design and fabricate exhibits and poster displays based upon customer consultations and guidelines of various professional scientific organizations and publications. Tasks performed include, but are not limited to:

- (1) Selecting materials and procedures
- (2) Preparing scale layouts for panels
- (3) Editing and specifying copy for typesetting
- (4) Determine color and lettering size and style
- (5) Paste up, mounting, and trimming

b. Products will be of the highest technical quality and should not require remedial action. All products and services will be completed by the delivery date specified on the approved request form.

c. Minimum Standards of Performance

Fabricate exhibits and poster displays to meet customer specifications in a timely manner.

C.164. Information, Mail, and Information Technology – Equipment Loans

a. The Contractor shall make its Government-furnished equipment available to PIADC personnel as directed in writing by the Management Analyst. The Contractor shall maintain a log of loaned equipment to include, but not be limited to:

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- (1) Requester's name
- (2) Organization accounting code
- (3) Item(s) loaned
- (4) Date item(s) issued
- (5) Date item(s) are scheduled to be returned
- (6) Cost of supplies scheduled to be used during the period of the loaned equipment

b. The Contractor shall develop a system to follow up on any item not returned by a specified date. At a minimum, it will include notification to the Administration Manager as well as the DO.

c. Minimum Standards of Performance

Maintain a complete and accurate accounting of all loan items. Equipment will be maintained in good working order and ready for operation. Equipment will be provided in a timely manner. Any damage to equipment upon its return will be brought to the attention of the Management Analyst immediately with a resource estimate to repair the subject equipment.

C.165. Information, Mail, and Information Technology – Audiovisual Set-Up

a. The Contractor shall set-up and monitor audiovisual equipment in the lecture theater, and occasionally at other PIADC locations as requested by the Management Analyst.

b. Minimum Standards of Performance

Set-up equipment in the lecture theater and other PIADC locations specified by the Management Analyst so that the equipment operates without malfunction during the entire presentation. Brief the presenter on the operation of user-operated equipment controls if requested. Respond to and correct malfunctions as required.

C.166. Information, Mail, and Information Technology – Maintenance and Repair

a. The Contractor shall be responsible for the repair and maintenance of the Government-furnished equipment listed in appendix TE-8. Maintenance will include, but is not limited to:

- (1) Cleaning, adjusting, lubricating and tightening nuts and bolts
- (2) Repairing inoperable parts and components
- (3) Replacing components, parts, filters, handles, hinges, and gaskets

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(4) Eliminating malfunctions such as gear or sprocket noises, sticky advance mechanism, etc.

b. 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. The Contractor shall perform repairs on any single piece of equipment up to 25% of the replacement cost of that piece, including parts and labor. If repair costs are estimated by the Contractor to exceed that limit, a detailed cost breakdown will be submitted to the Management Analyst prior to initiating the repair.

d. Minimum Standards of Performance

Maintain and repair photographic equipment according to equipment specifications and manufacturer's instructions.

C.167. Information, Mail, and Information Technology – Decontamination

The Contractor shall decontaminate all photographic film and gels prior to removal from bio-containment areas. The decontamination activities are to be coordinated and approved by the federal bio-safety officer. Extreme care must be taken to preclude damage and/or scratching of film and gels.

C.168. Information, Mail, and Information Technology – Turn-Around-Times

Minimum Standards of Performance

The photographic support turn around times reflected below will be strictly adhered to by the Contractor:

- a. Slide developing/mounting - 24 hours
- b. Slides from disk - 48 hours
- c. Slide copying - 48 hours
- d. Copy stand work and printing - 3 business days
- e. Custom photography - by arrangement

C.169. Information, Mail, and Information Technology – Video and Teleconference

a. The Contractor shall schedule, set-up and monitor video and teleconferencing calls as requested by the Management Analyst.

b. Minimum Standards of Performance

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Set up and monitor in locations specified by the Management Analyst so that the equipment operates without malfunction during the entire session. Brief the participants on the operation of user-operated equipment and controls if requested. Respond to and correct malfunctions as required.

C.170. Information, Mail, and Information Technology – Satellite Receiving

a. The Contractor shall operate and maintain satellite receiving equipment to insure that service is available as needed by the PIADC users.

b. Minimum Standards of Performance

Set up and monitor satellite receiver so that the equipment operates without malfunction. Brief on the operation of user-operated equipment controls if requested. Respond to and correct malfunctions as required.

C.171. Information, Mail, and Information Technology – Special Tasks

Special Tasks Requiring a Work Order

a. Videotape Recording, Editing and Duplicating

The Contractor shall operate multiple VCR and other videotape devices to edit or duplicate videotapes as requested by scientists or the Management Analyst. The finished product will be of the highest professional quality and will meet customer requirements and satisfaction.

b. Major Repair and Replacement

The Contractor shall repair and replace photographic equipment as requested by the Management Analyst only after a complete cost estimate has been approved by the COR and the funds have been allocated within the contract.

C.172. Information, Mail, and Information Technology – Mail Services

a. Routine Work

(1) Distribute Mail

(a) The Contractor shall collect, process, and distribute postal and interoffice mail. Tasks include, but are not limited to:

(i) Picking up incoming mail at the U.S. Post Office

(ii) Dropping off outgoing mail at the U.S. Post Office

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- (iii) Sorting incoming mail by addresses or department
- (iv) Checking incoming packages for damage, leaks, or hazardous material
- (v) Sorting and delivering mail pick up on route
- (vi) Processing incorrectly delivered mail

(b) The Contractor shall deliver and pick up postal and interoffice mail at Building 100 once daily, not later than 10:30am. The Contractor shall pick up and drop off mail Monday through Friday at 9:00am at the U.S. Post Office in Greenport, NY.

(c) Packages of biological specimens received at the Post Office will be enclosed in a plastic bag for transport back to the PIADC. Biological and radioactive specimens and any leaky containers will be delivered to the Safety Office for inspection and disposition.

(d) Minimum Standards of Performance

Pickup, drop off, sort, and deliver mail efficiently. Make mail runs to USPS at 9:00 am Monday through Friday. Fewer than three mistakes are made on deliveries per week. Mail will be handled in accordance with U.S. Postal Service regulations (USPS), Code of Federal Regulations (CFR), International Air Transportation Authority (IATA) and other applicable Federal regulations.

(2) Postal Mail

(a) The Contractor shall pickup outgoing mail during deliveries. Outgoing mail will be collected for transport on the latest ferry to Orient Point that will ensure Post Office drop off that same day, Monday through Friday.

(b) Tasks include, but are not limited to:

- (i) Checking mail for completeness and conformance to postal regulation
- (ii) Wrapping packages
- (iii) Separating letter mail into various classes, i.e. local, priority, registered, certified, foreign, etc.
- (iv) Operate postage meter(s)
- (v) Determining most expedient and least costly mailing method to meet expected delivery date
- (vi) Delivering mail and packages to local collection points

(c) Minimum Standards of Performance

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Process and post outgoing letter mail in accordance with United State Postal Service (USPS) or other handlers IATA regulations. Apply proper postage. Maintain adequate postal supplies to meet demand.

(3) Special Handling

(a) The Contractor shall receive certified, registered, express, and insured mail. Customers who have received mail requiring special handling will be contacted immediately by telephone for delivery instructions. The Package will be placed on the next scheduled vessel. The Contractor shall record the receiver's signature on the postal document and retain it on file in accordance with Management Analyst instructions.

(b) Outgoing mail requiring special handling will be posted and labeled in accordance with USPS or other handler's regulations.

(c) Outgoing mail requiring special handling (i.e. overnight mail of Express Mail) will be placed on the next scheduled vessel to ensure prompt delivery to the Post Office to meet the sender's requirements.

(d) Minimum Standards of Performance

Receive certified, registered, express, and insured mail and deliver as instructed. Obtain proper signatures and retain documentation on file in accordance with Management Analyst instructions. Post and label outgoing mail for special handling in accordance with USPS, CFR, IATA, Mail Handler's and other applicable Federal regulations.

(4) Routine Maintenance and Repair

(a) The Contractor shall install, maintain, modify, adjust, and repair the electronic scale at the PIADC in accordance with equipment specifications and manufacturer's instructions.

(b) The Contractor shall notify the Government to make repairs and adjustments to the electronic scale as indicated to correct reported or observed deficiencies. If the Contractor cannot repair the electronic scale, they will provide the Management Analyst with a written explanation of the problem, cause, and recommended solution. Included with the recommendation will be a complete resource estimate for the proposed repair.

(5) Minimum Standards of Performance

Adjustments and repairs of the equipment will result in the equipment operating at absolute accuracy. No plus or minus allowances for deviation of postage costs is allowed.

C.173. Information, Mail, and Information Technology – Telecommunications

a. Routine Work

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(1) The Contractor shall provide routine installation, maintenance, relocation, and repair of telecommunications equipment and systems, including telephone and facsimile equipment and lines and will staff and operate the telephone switchboard located in the Administration Building (Building 100), with operators trained as back up to an electronic answering service (voice mail), during duty operating hours. Outside normal operating hours, the Contractor shall establish a procedure to retrieve and deliver recorded messages in a timely manner.

(2) Telephone services will be conducted in a pleasant manner, with a clear and concise voice.

(3) Contractor personnel shall observe safety and biological precautions prescribed by the PIADC Safety Manual when servicing telephone equipment located in laboratory modules or other restricted areas. Contractor personnel performing these repairs will be cleared as required to accomplish the work order within the bio-containment area.

b. Telephone Switch

(1) The Contractor shall be skilled in operating the telephone system with accompanying voice mail accessories. Activities include, but are not limited to:

(a) Supplement the electronic functions of a voice mail system by providing operator assistance

(b) Receiving incoming calls and directing them to the proper extension when the electronic system defaults to manual operation

(c) Take and pass-on to the appropriate person any messages received

(d) Identifying employee telephone extensions

(e) Provide switch maintenance as required

(2) Minimum Standards of Performance

Answer incoming calls within five rings and connect caller with requested party. Notify caller if party is unavailable and take a message if necessary. Operator will be courteous, polite, and speak the English language.

c. Employee Locator

(1) The Contractor shall offer directory assistance services to callers as required. Personal information, i.e. home telephone numbers, will not be released by the contractor. Publish a current Local Telephone Directory with appropriate telephone extensions of the PIADC employees quarterly.

(2) Minimum Standards of Performance

Refer callers to appropriate employee extension as requested. Publish and disseminate, as required, an up-to-date listing of all PIADC employee's telephone extensions.

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d. Routine Maintenance and Repair

(1) The Contractor shall install, maintain, modify, adjust, and repair the telecommunications equipment and systems, to include telephone and facsimile equipment, in accordance with equipment specifications and manufacturer's instructions as requested by the PIADC IT office. The Contractor shall also produce, interpret, and maintain all facility and campus cable plan records.

(2) The Contractor shall make repairs and adjustments to the telecommunications equipment to correct reported or observed deficiencies. If the Contractor cannot repair the equipment, they will provide the Management Analyst with a written explanation of the problem, cause, and recommended solution. Included with the recommendation will be a complete resource estimate for the proposed repair.

(3) Minimum Standards of Performance

Install, maintain, modify, adjust, and repair the telecommunications equipment in accordance with equipment specifications and manufacturer's instructions.

e. Special Tasks Requiring a Work Order

(1) Additions and Alterations

The Contractor shall make additions and alterations to telecommunications systems as requested by the Management Analyst with written approval of the resource requirement from the CO.

(2) Qualifications

The Contractor shall have one or more employees technically skilled to install and maintain telephones and local area network (LAN) wiring. Installations could include:

- (a) Laying conduit
- (b) Interior facilities wiring, campus wiring, or aerial wiring
- (c) Direct cable burying

C.174. General Support Services – Common Tasks and Routine Maintenance

The Contractor shall provide general services, which include, but are not limited to:

- a. Sweeping, mopping, dusting, and vacuuming
- b. Picking up and disposing of trash and garbage
- c. Moving furniture
- d. Maintaining the elevator

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C.175. General Support Services – Custodial Services

- a. The Contractor shall perform the full range of cleaning duties in all buildings designated by the FOS in accordance with industry and trade standards. The custodial plan will include, as a minimum, the areas and services listed in TE-18. Normal custodial requirements will be scheduled in such a manner to minimize conflict or interference with normal duty day PIADC activities.
- b. All wastebaskets, cigarette butt receptacles, and other trash containers at the PIADC will be emptied and returned to their initial location. Boxes, cans and papers placed near trash receptacles and marked "Trash" will be removed and disposed of appropriately. Any obviously soiled or torn plastic trash receptacle liners will be replaced. Ashes and debris will be removed from cigarette receptacles and placed in a nonflammable container. The Contractor shall pick up any trash that may fall onto the facility and grounds during the removal of such trash.
- c. All non-carpeted floors will be wept and mopped according to the schedule provided in TE-18. Any wastebaskets or furniture that is moved in the course of cleaning will be returned to their original locations.
- d. The Contractor shall perform all carpet maintenance requirements in accordance with the schedule contained in TE-18.
- e. The Contractor shall vacuum all carpets at the PIADC according to the provided schedule. Extreme care should be taken to prevent striking furniture, equipment, baseboards or doors with vacuum cleaners.
- f. The Contractor shall shampoo all carpets aboard PIADC in accordance with the schedule provided in TE-18 or when otherwise required or requested by the FOS. All furniture and equipment will be removed from the rooms, if practical, prior to shampooing. Excessive water must not be used and all water must be vacuumed up as soon as practical. Care should be taken to keep soap and water marks off walls, doors, furniture and equipment. Precautions should also be taken to prevent carpet shrinkage.
- g. Carpet type entrance mats will be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber or polyester entrance mats will be swept, vacuumed, or hosed down out of doors to remove soil and grit. Soil and moisture underneath the mats will be removed. When complete, the mats will be returned to their normal location.
- h. The Contractor shall refinish all non-carpeted floors as required by the schedule shown in TE-18. The result should be a uniform clear and clean appearance.
- i. Window washing and cleaning will be performed on a regular basis to include all glass and plastic window materials. The Contractor must take the time to identify plastics that must be cleaned different than windows to prevent scratching. This task will include all glass partitions, doors, interior panels, display cases, director boards, draft shields, mirrors and adjacent trim pieces.
- j. The Contractor shall clean and disinfect all porcelain and polished metal surfaces of PIADC drinking fountains, including the orifices and drains.

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j. The Contractor shall clean light fixtures as bulbs are replaced. This involves removing loose dirt and washing the covering or diffuser. The Contractor shall instruct Contract employees on how to open and close the fixtures in a proper manner.

k. Minimum Standards of Performance

(1) Maintain, at a minimum, all work areas outside of the research modules in a broom-swept condition; work areas should be free from clutter and trash build-up. All trash receptacles will be emptied at least daily. When completed, there will be no trash remaining in the trash receptacles or on the floor or grounds. After sweeping and mopping operations, all floors will be free of dirt streaks; no dirt will be left in corners, under furniture, behind doors, or on stair landings and treads. Dirt or trash will be removed from sidewalks, entrances, or other assigned areas. No dirt will be left where sweepings were picked up.

(2) After vacuuming, there will be no visible residue on the vacuumed area. After cleaning, the entrance mats are to be free of dirt and soil. The floor under the mat should also be free of any residue. After cleaning, the entire drinking fountain will be free from streaks, stains, spots, smudges, scale and other obvious soil or dirt marks. The wall and floor around the fountain will be free of water and spots.

(3) After cleaning, all walls, ceilings, floor surfaces and light fixtures will be free of bugs, dust, grease and other foreign matter.

(4) Chairs, trash receptacles and easily moved items will be tilted or moved to maintain floors underneath. The entire floor will have a uniform, glossy appearance, free of scuff marks, heel marks, and other stains and discolorations.

(5) All designated floors will have a uniform coating of non-skid floor finish. After all cleaning operations have been completed, all office furniture and other items moved will be placed in their proper position and the building will be left in an orderly condition. After a window has been cleaned, all traces of film, dirt, smudges, water and other foreign matter will be removed from frames, casings, sills and glass and plastic.

1. Garbage Collection and Disposal - External of Containment Area

(1) The Contractor shall collect and dispose of all refuse and waste material in accordance with the schedule shown at TE-19.

(2) All recycled material will be recycled in accordance with the provisions of the PIADC Recycling Plan. Material collected will include, but is not limited to:

- (a) Wastepaper
- (b) Trash
- (c) Dry and wet garbage
- (d) Loose debris and construction waste

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- (e) Food waste
- (f) Tree limbs, leaves, and brushes
- (g) Decontaminated waste from research laboratories

(3) The Contractor shall dispose of all burnable garbage at the outside incinerator unless otherwise directed. Decontaminated waste from Building 101 will be delivered to appropriate containers according to FOS instructions and the PIADC's Waste Management Plan.

(4) The Contractor shall maintain, clean and treat collection containers to keep them sanitary and free from rodents, vermin, insects, odors and unsightly appearance. The Dumpster truck will be cleaned and disinfected weekly, and steam cleaned as required or as directed by the FOS.

(5) Minimum Standards of Performance

(a) Collect garbage from trash cans at outlying buildings and dumpsters on the grounds as described in TE-19; transport to the location specified by the FOS. When completed, there will be no trash remaining in the vicinity.

(b) Collection containers will be sanitary and free of rodents, vermin, insects, odors and unsightly appearance. The Dumpster truck will be cleaned and disinfected at least weekly.

m. Solid Waste Disposal - Inside Containment Area

(1) The Contractor shall collect and dispose of all non-pathogenic refuse and other solid waste material from laboratories and animal wings according to the schedule shown in TE-18. Material collected will include, but not be limited to:

- (a) Waste paper
- (b) Trash
- (c) Dry and wet garbage
- (d) Decontaminated waste from research laboratories
- (e) Non-burnable waste

(2) The Contractor shall collect and deliver all burnable refuse and waste to a staging area designated by the FOS for incineration. All non-burnable waste will be collected and decontaminated for removal from Building 101 and disposed of in accordance with FOS instruction.

(3) Minimum Standards of Performance

Collect garbage and trash within labs and transport it to a location specified by the FOS in accordance with the schedule at TE-18. When completed, there will be no trash in the vicinity.

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n. Maintain Restrooms, Showers and Changing Rooms

(1) The Contractor shall clean all restrooms listed in TE-18 daily to keep them free from dirt, soil, graffiti, stains, and odors. At a minimum, the Contractor shall:

(a) Clean fixtures (washbasins, showers, urinals, toilets, etc.) to remove dust, spots, stains, odors, moisture and mildew

(b) Clean toilet bowls, seats, exterior areas, and piping, leaning as far into the trap as possible, including around the underside of the rim

(c) All sanitary napkin disposal containers will be emptied without exception. The containers will then be cleaned and sprayed with a disinfectant spray.

(d) Sweep and mop floors and clean traps and in-floor drains to eliminate debris and odors

(e) Clean mirrors, shelves, dispensers, fixtures, piping, walls, ceilings and lights

(f) Replenish towels, papers, and soaps

(g) Empty trash, pick up debris, and maintain each restroom in an orderly fashion

(h) Polish all bright metal fixtures and plumbing.

(2) Minimum Standards of Performance

Clean, mop, and disinfect restrooms daily and stock paper, soap, and hygiene products in sufficient quantity to prevent outage. After cleaning, the entire surface of the fixtures will be free of stains, scale, scum, urine deposits, and rust stains. After cleaning and disinfecting, the restrooms will be free of dirt, dust, streaks, stains and other foreign matter.

o. Elevators and Dumbwaiters

(1) The Contractor shall maintain and repair all elevators and dumbwaiters in Buildings 100 and 101 in accordance with equipment specifications and manufacturer's instructions. The Contractor shall also arrange and coordinate inspections based on a mutually agreed upon frequency. The Contractor shall accompany the inspector and prepare a written report of results. The report will include all safety checks and any repairs made to the respective equipment. The report will be provided to the FOS within five working days after the inspection.

(2) Minimum Standards of Performance

Inspect elevators and dumbwaiters based on a mutually agreed upon frequency. Provide inspection report to the FOS within five working days of inspection. Perform planned maintenance on elevators and dumbwaiters in accordance with the FOS approved schedule.

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p. Equipment Loans

(1) A log of equipment assigned to the Contractor that is loaned out will be maintained and will include, but not be limited to:

- (a) Requestor's name
- (b) What equipment was loaned
- (c) Dates items are issued and when they are to be returned
- (d) The condition of the equipment before and after the loan

(2) The Contractor shall develop a system to report to the FOS on a bimonthly basis, a listing of all loaned equipment that is held beyond the scheduled return date. Any equipment not returned within seven calendar days of the agreed upon return date will be immediately reported to the FOS and the DO.

(3) Minimum Standards of Performance

Maintain a complete and accurate accounting of all GFE items on loan to Government personnel. While on loan, equipment will be maintained in good working order and ready for operation and returned in a timely manner. Any damage to equipment upon its return will be brought to the attention of the FOS and the COR immediately.

q. Miscellaneous Tasks

(1) The Contractor shall provide laborer services to perform various tasks as requested by the CO. When necessary, the FOS may request the Contractor to have employees perform custodial duties other than those regularly scheduled. In these circumstances, some regularly scheduled work may not be performed. Each case will be individually addressed between the Contractor and the FOS. Activities may include, but are not limited to:

- (a) Rearranging furniture in offices, conference rooms and the cafeteria
- (b) Removing furniture and/or equipment from rooms to facilitate repairs or maintenance and replacing when work is complete
- (c) Setting up and moving tables and chairs in conference rooms for seminars, conferences, meetings, etc.
- (d) Relocating furniture and equipment
- (e) Unloading furniture, equipment, supplies, etc.

(2) Minimum Standards of Performance

Provide labor to move furniture, boxes, and equipment; assist with set-up of conference rooms, and other areas for public gathering as required by the FOS.

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r. Special Tasks Requiring a Work Order

Included in the task order will be a complete and detailed cost estimate prepared, submitted and approved by the FOS prior to beginning the activity.

(1) Elevators and Dumbwaiters

The elevator will be inspected and tested according to New York State, National Elevator Code Standards, and other applicable regulations.

(2) Heavy Equipment Service

(a) The Contractor shall provide heavy equipment operations services to perform various tasks as requested by the FOS. Activities include, but are not limited to:

(i) Dredging a 1,000 square yard area surrounding the saltwater pumping station consistent with an annual schedule

(ii) Build-up the shoreline with sand for erosion control

(iii) Replace rocks, or rebuild sections of rock jetty

(iv) Setting up and repairing osprey nest platforms and poles

(v) Setting, turning, or removing pilings

(b) The Government on behalf of the Contractor shall obtain required dredging permits. It is the contractors' responsibility to ensure that the operator performs the requested services within the requirements of the permit.

C.176. General Support Services – Laundry Services

a. Common Tasks

The Contractor shall operate the automatic laundry equipment, shown in TE-8, such as washers, dryers, extractors, and steam dryers to clean soiled clothing and cloth items used at the PIADC. Laundry services include, but are not limited to, the following activities:

(1) Collecting laundry from all drop locations in Buildings 100, 101, Duty Officer's Quarters, or at other locations as may be directed by the FOS

(2) Sorting and washing

(3) Drying

(4) Finishing laundry by folding

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(5) Delivering clean and folded laundry to its normal places of return in bio-containment facilities and other areas designated by the FOS

b. Laundry Collection

(1) Dirty laundry will be collected at all locations as specified by the FOS. Laundry will be processed in separate batches dependent upon where the laundry was picked up. The Contractor shall process and launder each batch of laundry separately, and observe all standards and biological safety precautions described in the PIADC Biological Safety Manual when working in laboratory modules and restricted areas.

(2) Minimum Standards of Performance

The Contractor shall ensure that soiled laundry and clothing items are collected from specified pick-up points in accordance with a schedule approved by the FOS.

c. Laundry Processing

(1) The Contractor shall collect, sort, launder, dry, finish and deliver clothing and cloth items used at the PIADC including, but not limited to:

- (a) Shirts
- (b) Pants and overalls
- (c) Socks
- (d) Sneakers
- (e) Sweatshirts
- (f) Underwear
- (g) Surgical scrubs, hats, and masks
- (h) Hospital gowns
- (i) Mats
- (j) Towels

(2) All laundry will be packed so articles will not become exposed, soiled, or contaminated during delivery.

(3) Minimum Standards of Performance

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The Contractor shall ensure that laundry is thoroughly cleaned, dried, and neatly folded. Laundry will be processed so that white items are washed separately from dark items. Sneakers and mats will be processed separately from other laundry items and will be rack or line-dried.

d. Laundry Delivery

(1) The Contractor shall deliver clean laundry to the pickup points identified by the FOS. All clothing used inside containment will be delivered to the individual's locker.

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

(3) Minimum Standards of Performance

Pack clean laundry so articles do not become soiled, exposed, or contaminated during delivery. Laundry is delivered to the pickup points and individual lockers in accordance with the schedule approved by the FOS.

e. Routine Equipment Maintenance

(1) The Contractor shall maintain, monitor, adjust, and repair all laundry equipment in accordance with equipment specifications and manufacturer's instructions. Tasks performed include, but are not limited to:

- (a) Removing lint from the dryer filter
- (b) Removing lint from the exhaust pipe filter
- (c) Repairing leaks
- (d) Replacing and repairing motors, switches, belts, etc.

(2) Minimum Standards of Performance

Maintain laundry equipment in good working order by keeping the exhaust systems free of lint buildup, hoses from leaking, and machines in good electrical working order.

f. Identification

The Contractor shall use a laundry marker to identify clothing and other articles issued to individuals or areas as specified by the FOS.

g. Replenishment

The Contractor shall maintain Laundry Room stock of warehouse laundry items for issue to personnel in the building. The Contractor shall order replacements of laundry items that are discovered to be unserviceable.

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C.177. General Support Services – Food Services

a. Common Tasks

(1) The Contractor shall procure, prepare, package, and deliver food and food-related items for Plum Island personnel as needed for lunch. Activities performed include, but are not limited to:

- (a) Planning and preparing food menus
- (b) Operating a batch-type dishwasher
- (c) Preparing hot or brown bag lunches
- (d) Serving counter customers

(2) All food will be prepared daily or purchased prepackaged. The Contractor shall follow all applicable local, state, Federal, and USDA health regulations while preparing and handling food, to include wearing appropriate attire while preparing the food items (hair nets, hats, gloves, aprons, etc.).

b. Food Preparation

(1) The Contractor shall cook, prepare, and package food orders received from PIADC employees and guests. Food items offered at PIADC include, but are not limited to:

- (a) Beverages
- (b) Hot Soups
- (c) Hot and Cold Sandwiches
- (d) Salads
- (e) Desserts
- (f) Hot and Cold Entrée and Vegetable Specials

(2) The Contractor shall develop a menu of meals to be prepared.

(3) Bagged lunch orders will be prepared and packaged for delivery by 11:30 am Monday through Friday. Bagged orders will be wrapped in accordance with DO instructions. All containers will be clearly labeled with the requestor's name, location and building number.

(4) The Contractor shall offer at least one daily hot or cold lunch "special" that feature food unavailable on the regular menu. The lunch specials will be available for delivery or over-the-counter orders Monday through Friday, from 11:30 am until 1:00 pm.

(5) Minimum Standards of Performance

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The employees should enjoy the meals offered. Food will be either prepackaged or cooked on site with individual lunches prepared that same morning. All bagged lunches must be ready for delivery by 11:30 am. The Contractor shall maintain a FIFO inventory of all food items.

c. Clean Up

(1) The Contractor shall ensure that the cafeteria and food preparation areas are maintained according to Suffolk County Health Department standards. The Contractor shall operate a batch-type dishwasher to clean items that include trays, flatware, glassware, dishes, cutlery, pots and pans.

(2) All items will be heat, air, or towel dried and returned to their proper storage locations. The Contractor shall use sponges, scrapers, steel wool pads, and other cleaners to clean cooking equipment. These will include deep fryers, grills, stoves, and ovens.

(3) Minimum Standards of Performance

Washed food service and preparation items will be visibly clean, ensuring that they are free of adhering food particles, detergent, or food residue. Cooking equipment and areas will be free of grease, food crumbs, and other residue. The Contractor shall maintain the cafeteria and related areas in such a manner as to always be in compliance with Suffolk County Health Department standards.

d. Cost Accounting

(1) Food service will be offered to all PIADC and Contractor employees on a cash or credit basis and to PIADC visitors on a cash basis. The Contractor shall implement and maintain stringent cost controls in the operation of the Cafeteria.

(2) Minimum Standards of Performance

Sort and compile food sales amounts to federal, contractor, and visitors and submit accurate documentation to the DO no later than 3:00 pm each Friday.

e. Tasks Requiring a Work Order - Special Meals

The Contractor may be required to prepare approximately four to six special meals each calendar year at the request of the DO. The meals may be required for approved holidays or in support of Government-sponsored cultural events. In preparing for these dinners, the Contractor shall consider suggestions by PIADC personnel, develop a menu based upon these suggestions, and submit the menu for DO approval prior to preparing the special meal. Any costs above those normal to the operation of the dining facility must be identified prior to approval. The dinners mentioned above will be prepared in addition to the regular lunch menu. The Contractor may be tasked to provide conference support by providing coffee or light refreshments.

C.178. General Support Services – Glassware Services

a. Common Tasks

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(1) The Contractor shall provide glassware services to DHS laboratories at PIADC during normal duty hours. The Contractor shall operate, maintain, modify, adjust and repair equipment that includes, but is not limited to:

- (a) Batch and tunnel-type washing machine
- (b) Batch-type dryer
- (c) Autoclaves
- (d) Sterilizing ovens
- (e) Automated pipette plunger

(2) The Contractor shall observe the regulations set forth in the PIAD Safety Manual covering the delivery of glassware services. Personnel will be equipped with appropriate safety equipment and have valid vaccinations in accordance with the PIADC Safety Program.

b. Used Glassware

(1) The Contractor shall pick up used glassware in Building 101 from areas designated by the FOS, at least once each morning. There may be occurrences when glassware needs to be picked up more often, as may be required by the FOS. In addition to glassware, many other items may be handled and processed, including, but not limited to:

- (a) Disposable materials
- (b) Stoppers
- (c) Rubber hoses
- (d) Utensils
- (e) Special apparatus
- (f) Pans
- (g) Baskets

(2) Glassware will be transported to the glassware washing area and sorted by size and type in preparation for washing.

(3) Minimum Standards of Performance

Pick up soiled glassware at designated sites as often as necessary but at least once each day.

c. Cleaning New Glassware

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(1) New glassware received from warehouse and supply will be cleaned prior to use. The Contractor shall unload new glassware and sort by size and type in preparation for washing.

(2) Minimum Standards of Performance

Unpack new glassware and rack it to be washed causing no more than 3% breakage. Ensure that inventory levels remain adequate to provide normal supply.

d. Glassware Processing

(1) The Contractor shall sort and arrange-in racks and spindles, a wide variety of glassware, which includes but is not limited to:

- (a) Beakers
- (b) Bottles
- (c) Cylinders
- (d) Flasks
- (e) Funnels
- (f) Pipettes
- (g) Syringes
- (h) Tubes
- (i) Vials

(2) Approximately 20 different types of glassware are handled, with an average of eight different sizes per type. The Contractor shall remove labels, markings and pipette plugs from glassware prior to washing. Heavily soiled items will be soaked in acid or soaking vats prior to washing or sterilization.

(3) Minimum Standards of Performance

Sort soiled and new glassware by size and type.

e. Glassware Washing

(1) The Contractor shall operate batch and tunnel-type glassware washing machines. Operator activities include, but are not limited to:

- (a) Selecting settings and speeds

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- (b) Determining quantity of detergents needed
 - (c) Loading and unloading glassware, metal pans, and related items
- (2) Wash glassware using brushes and batch and tunnel-type washer
- f. Glassware Inspection
 - (1) The Contractor shall check and inspect glassware unloaded from the washers for cleanliness, chips, damage, etc. Items handled include, but are not limited to: beakers, flasks, bottles, vials, funnels, syringes, and tubes
 - (2) Minimum Standards of Performance
 - Inspect glassware after wash for chips, cracks, and soil; shelve items with no more than two items stocked dirty or broken each day.
- g. Sterilization
 - (1) The Contractor shall load autoclaves and ovens with clean glassware for thermal sterilization. Unless otherwise specified on the work order, the Contractor shall wrap, sleeve, cap, plug, or cover the glassware prior to sterilization. Temperature and timing controls will be adjusted to assure items are properly sterilized, i.e. according to manufacturer's specifications and the PIADC Safety Manual
 - (2) Minimum Standards of Performance
 - (a) Sterilize glassware by autoclave or dry heat so that items are properly sterilized
 - (b) Quality control checks, on a quarterly basis will be instituted; to ensure sterilization procedures are adequate. Operate mechanical pipette plugger so that no more than three pipettes sent out per week are unplugged
- h. Deliveries
 - (1) The Contractor shall prepare laboratory glassware orders, on a first-in-first-out basis and deliver to required sites as designated by the FOS. These sites may include:
 - (a) Laboratory entrances
 - (b) Shelf area(s) within a laboratory module
 - (c) Autoclave(s) entrances to a laboratory
 - (2) Minimum Standards of Performance
 - Deliver glassware to laboratory locations and other areas as required by the FOS with no more than 3% error

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i. Special Orders

(1) The Contractor shall process orders from scientists for special glassware issues. The Contractor shall make cotton stoppers, sharpen hypodermic needles, and make filters to provide specialized glassware, including, but not limited to:

- (a) Bleeding tubes and flasks
- (b) Filling bells
- (c) Antigen bottles
- (d) Filtering flasks
- (e) Tissue grinders
- (f) Scissor and forceps kits

(2) The Contractor shall prepare and maintain an adequate inventory of all glassware inventory items including special order items to avoid shortages or over-supply

(3) Minimum Standards of Performance

Gather and prepare items in accordance with FOS specifications. Maintain stock in adequate supply to meet demand

j. Documentation

(1) The Contractor shall maintain records for orders, usage and processing which include, but are not limited to the type and quantity of glass washed and ordered

(2) Minimum Standards of Performance

Document the type and quantity of glassware that is washed and ordered. The documentation will be maintained on a daily basis and retained as requested by the FOS. It is imperative that quality control is present at all times to ensure customer satisfaction, and minimize deficient operations

C.179. General Support Services – Warehouse and Property Services

a. Common Tasks

(1) The Contractor shall maintain supplies needed for internal contractor operations as described in the contract. The Contractor shall also requisition, purchase, stock, issue, and document supplies of scientific clothing, glassware, compressed gases and cryogenic liquids as required by Government scientific and support personnel to conduct the PIADC scientific mission in adequate

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quantities to prevent outages or surpluses. All supplies will meet quality standards as established by Government supply catalogs, as required by the user, and as approved by the FOS

(2) The Contractor shall also provide receiving, delivery, shipping and freight services for items delivered to or leaving the PIADC. Activities include, but are not limited to:

- (a) Receiving and checking in freight
- (b) Selecting containers appropriate for the material
- (c) Packing, marking, and labeling packages in accordance with the transporter's requirements
- (d) Weighing prepared shipments
- (e) Advising the Procurement Office as to the weight and destination
- (f) Receiving shipping ticket and funds from Procurement to reimburse commercial parcel delivery services upon pickup

b. Receive Freight

(1) The Contractor shall receive, inspect and process incoming deliveries of supplies and equipment to the PIADC daily in accordance with FOS instructions. Contractor personnel will be available to receive deliveries after normal duty hours. Incoming shipments to Plum Island will be processed for delivery to the requisitioner within one workday of receipt

(2) Biological items, radiological items, and perishables will be transported from Orient Point to Plum Island expeditiously to prevent deterioration. Packages will be stored to prevent damage to, or deterioration of the contents. The Government Safety Officer will be notified immediately upon receipt of all biological and radioactive shipments

(3) The Contractor shall inspect all incoming freight against the Government purchase order to ensure it is in good condition and conforms to the purchase order. Any discrepancies or damaged freight will be referred to the FOS for resolution

(4) Minimum Standards of Performance

(a) Check incoming freight for correctness, type, quantity, and quality against requisitions and purchase orders. Deliver to the requisitioner within one half hour of receipt at the PIADC during normal working hours

(b) The Contractor shall notify the Biological Safety Officer when packages containing biological or radioactive materials are received. Special attention is given to handling packages that are packed in wet ice, dry ice, or are marked as perishable

c. Cost Accounting

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(1) The Contractor shall record supply costs for compressed gases, cryogenic liquids and other supplies utilized by Government personnel on a computer linked to the Contractor's accounting system. Data entries will include, but are not limited to:

- (a) Name of requesting agency
- (b) Approved charge number
- (c) Item description
- (d) Item stock number
- (e) Item quantity issued
- (f) Unit price of item
- (g) Total price of order
- (h) Date of order
- (i) Name of requestor

(2) The Contractor shall develop a summary cost expenditure report and submit quarterly, in a FOS approved format

(3) Minimum Standards of Performance

Maintain data detailing supply issues and costs on an automated system; provide reports in accordance with FOS requirements to include quarterly and cumulative reports on receipts and issues

d. Shipping

(1) The Contractor shall select appropriate containers and pack, mark, and label items shipped from the PIADC to meet the regulations of the transporter. The Contractor shall consider such factors as size, type, weight, cost, mode of transportation, destination of items, and due date to select the most economical means of shipment for the Government

(2) The Contractor shall pack, mark, label and complete restricted article forms for shipment of hazardous materials. Shipments will conform to procedures set forth in the Code of Federal Regulations, Part 49. The Contractor shall be responsible for assigning a shipper's letter of instructions, Government Bill of Lading, customs forms, manifests, and export certificates as necessary for each shipment

(3) Minimum Standards of Performance

Pack items to prevent breakage or spillage of contents, wrap and label package in accordance with the Code of Federal Regulations, Part 49 and regulations of the USPS and International

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Air Transport Association. Arrange transportation of package at the lowest cost to comply with customer requirements

e. Documentation

(1) The Contractor shall be responsible for keeping records of all incoming and outgoing shipments including the types, weight, and number of packages. An index and files will be maintained and available for the FOS inspection upon request

(2) Minimum Standards of Performance

Maintain an index and file of shipment and delivery records according to FOS instructions. Materials received will be verified against requisitions and purchase orders. Status reports will be provided upon request

f. Compressed Gases

(1) The Contractor shall order, receive, and deliver gas cylinders as required to conduct research, maintenance and construction activities at the PIADC. Handling of compressed and other gas cylinders will be in accordance with OSHA, Compressed Gas Association (CGA), and Department of Transportation (DOT) regulations. Activities include, but are not limited to:

(a) Ordering, receiving, warehousing, and delivering compressed gas cylinders

(b) Retrieving empty cylinders for refilling or return to vendor

(c) Inspecting cylinders for leaks and malfunctions

(d) Maintaining cylinders, i.e. painting, running hydrostatic tests, replacing and checking caps and neck rings, etc.

(e) Advising and consulting with PIADC staff on proper handling of compressed gases

(f) The Contractor shall supply, monitor and change out all propane gas cylinders in areas of use at the PIADC, ensuring change out prior to total depletion of the gas

(2) Minimum Standards of Performance

Order, receive, store, issue and deliver compressed gas cylinders and trailer tanks to meet customer demand in accordance with OSHA, CGA, and DOT regulations. Perform preventative maintenance on Government-owned compressed gas cylinders and trailer tanks in accordance with FOS approved schedules

g. Cryogenic Liquids

(1) The Contractor shall fill, issue, and deliver dewars of liquid nitrogen in accordance with FOS established procedures from the bulk tank located at the PIADC. The Contractor shall monitor the

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supply of liquid nitrogen in the tank at the PIADC and notify the FOS when the level falls below specified limits

(2) Minimum Standards of Performance

Order and fill dewars with liquid nitrogen to meet customer demand. Maintain and repair Government-owned dewars according to FOS approved preventative maintenance schedules

h. Gas Cylinder Documentation

(1) The Contractor shall maintain historical data on gas cylinders owned by the Government. The Data maintained for each cylinder will include, but not be limited to:

- (a) Inspection dates
- (b) Maintenance performed
- (c) Hydrostatic test results
- (d) Date of refill
- (e) Type of gas

(2) These records will be available for Government inspection upon request

(3) Minimum Standards of Performance

Maintain and compile reports on gas cylinder and trailer tanks detailing the inspection dates, maintenance performed, hydrostatic test results, refill date, and type of gas for each Government-owned cylinder and trailer tank; make reports available to the FOS monthly

i. Routine Maintenance and Repair

(1) The Contractor shall maintain, adjust, and repair equipment such as, but not limited to the Diazo machines, in accordance with equipment specifications and manufacturer's instructions. All repairs will be referred to the FOS for approval before beginning work. Preventative maintenance will be performed in accordance with the FOS approved schedule

(2) Minimum Standards of Performance

All equipment maintained according to schedule developed by the Contractor and repaired in a timely manner when required

C.180. General Support Services – Transportation

a. Common Tasks

SECTION C – STATEMENT OF WORK
90 Day Letter Contract - Undefinitized
(One 9-month Base, Three 1-month Options - Definitized)

The Contractor shall transport authorized personnel, vehicles, cargo, biological specimens and animals to and from Plum Island, from Orient Point, New York, and passengers to and from Old Saybrook, Connecticut, and other points in the surrounding area. Transport services will be accomplished using vehicles that include, but are not limited to ferry boats, buses, vans, passenger cars, trucks or heavy equipment

b. Ferry Operations

(1) The Contractor shall provide marine transportation via the ferries M.S. SHAHAN II, J.J. CALLIS, and DANIEL E. SALMON, in accordance with all local, state, and Federal regulations. The Contractor shall practice good seamanship and provide assistance to distressed or disabled vessels or civilians on or in the water as necessary

(2) All vessels will meet the minimum crew requirements as defined in the vessel's "Certificate of Inspection". While operating the vessels, the Contractor shall not pollute any body of water traveled

(3) The Marine Public Address systems will be available for, and utilized by, the marine crews, PIADC personnel and Contractor management for making operational, administrative and safety announcements

(4) Safety of the passenger and equipment will be paramount. The Government may decline operations if sea or weather conditions are adverse to equipment operations

(5) The Contractor shall prepare and submit to the FOS, for approval, within 30-days of award, a "Severe Weather Plan" incorporating dismissal procedures, passenger safety rules for adverse weather, and hurricane berthing requirements

(6) The Contractor shall operate the PIADC vessels in accordance with PIADC Marine transportation policy and procedures and as scheduled or as amended by the FOS

(7) The Marine Personnel shall perform vessel and transportation Command and Preventative Maintenance Tasks as outlined in TE-16

(8) The interior and exterior of the vessels will be kept clean and free of dirt, trash, rust, corrosion and dock and creosote marking. The FOS will be notified immediately if any Government equipment is inoperable or unavailable. Typical duties performed during vessel operations include, but are not limited to:

- (a) Transporting passengers and cargo to and from Plum Island
- (b) Inspecting each vessel prior to departure and at the end of daily operations
- (c) Perform janitorial effort in accordance with TE-18
- (d) Securing vessels in storm berths during periods of adverse weather

SECTION C – STATEMENT OF WORK
90 Day Letter Contract - Undefined
(One 9-month Base, Three 1-month Options - Definitized)

(e) When docked at locations away from the PIADC, the Contractor shall ensure security precautions are taken to monitor each vessel to prevent or report fires, accidents, sinking, theft, or pilferage

(9) The Contractor shall complete all logs/forms required for vessel operation as required by the United States Coast Guard and requested by the FOS

(10) Minimum Standards of Performance

(a) The Contractor shall operate Government-owned vehicles in accordance with all local, state, and Federal regulations

(b) The Contractor shall operate on schedule (within 5 minutes) 95% of the time.

(c) Docking arrivals and departures will not cause discomfort or distress to passengers, nor cause damage to vessels or the docking facilities

(d) The Contractor shall ensure that all safety equipment required by the Coast Guard Certificate of Operation Inspection will be in place aboard PIADC marine vessels and operation/functional at all times prior to operation of the vessel

(e) Pre-operational checklists will be maintained and signed by the responsible party for all vessels

(f) Ensure only authorized personnel board the vessel

(g) At least minimum crew requirements will be maintained, as identified in TE-21

(h) Floors will be clean and free of dirt, sand, trash, and stains

(i) Seats will be clean, free of marks and stains, and free for tears

(j) All decks will be kept broom clean, at a minimum

(k) The exterior finish will have no scrapes, gouges, stains, rust or corrosion more than one week old that are not under repair or have a current work order in place requesting the repairs

(l) The windows will be kept clean and free of streaks

(m) Marine heads (toilets) will be inspected after every voyage and cleaned as necessary, but no less than daily and be free of streaks, scale, scum, urine deposits, rust, and stains

(n) Vessel kitchen and cooking areas will be kept clean, free of debris and left over food items. Garbage and trash will be removed at the end of each shift

c. Bus Operations

SECTION C – STATEMENT OF WORK
90 Day Letter Contract - Undefinitized
(One 9-month Base, Three 1-month Options - Definitized)

(1) The Contractor shall operate a bus service on Plum Island to transport PIADC employees between the ferryboats and various work sites in accordance with all local, state, and Federal regulations.

(2) The buses will operate Monday through Friday, making morning runs and separate afternoon runs in order to accommodate passengers arriving and departing on scheduled boats. The Contractor shall operate the buses for special runs, which may require multiple trips, for events such as seminars, special dinners, and all employee meetings, as requested by the FOS

(3) The FOS will be notified immediately if any Government equipment is inoperable or is otherwise unavailable. Any changes to the bus schedule must be approved in advance by the FOS

(4) Bus transportation will be provided by the Contractor to accommodate passengers for boat arrivals and departures on weekends and holidays

(5) Minimum Standards of Performance

The Contractor shall operate Government-owned buses in accordance with all local, state, and Federal guidelines

(a) Buses will depart from their pick up points within five minutes of the scheduled departing time

(b) Safety and comfort of passengers will be paramount

(c) Operators will be careful to avoid unnecessarily hard braking or hitting of holes, bumps, and curbs

(d) All safety equipment on the buses will be in place and working properly

(e) The interior of the buses will be kept free of debris and trash. Floors will be clean and free of dirt, sand, trash, stains, and at a minimum, kept broom-swept clean

(f) Seats will be clean, free of marks, stains and tears

(g) The exterior finish will have no scrapes, gouges, stains, rust, or corrosion more than one week old that are not under repair or have a current work order in place requesting the repairs

(h) The windows will be kept clean and free of streaks

d. Supply and Equipment Transport

(1) The Contractor shall operate motor vehicles and motorized heavy equipment to transfer items such as, but not limited to, animals, packages, pallets, compressed gas tanks, liquid nitrogen tanks, and scientific equipment between the ferry and the designated delivery area. Vehicles used to perform this function include, but are not limited to: the payloader, pick-up trucks, the forklift, and the Animal tractor-trailer

SECTION C – STATEMENT OF WORK
90 Day Letter Contract - Undefined
(One 9-month Base, Three 1-month Options - Definitized)

(2) The Contractor shall operate motor vehicles and heavy equipment in accordance with all local, state, and Federal regulations

(3) Minimum Standards of Performance

The Contractor shall operate motor vehicles and motorized heavy equipment so that material is transferred to and from Plum Island at least twice daily. Material is to be unloaded from the ferry immediately after docking

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED NONE	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
X	a. PRIME CONTRACT NUMBER HSHPD-09-C-00006		X	a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) 20090730	
	b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)	Revision No. Date (YYYYMMDD)
	c. SOLICITATION OR OTHER NUMBER	Due Date (YYYYMMDD)		c. FINAL (Complete item 5 in all cases)	Date (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:					
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:					
In Response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
A. NAME, ADDRESS, AND ZIP CODE FIELD SUPPORT SERVICES 6303 IVY LANE SUITE 130 GREENBELT, MD 20770-1479			B. CAGE CODE 0P3R8	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE 928 ELKRIDGE LANDING ROAD LINTHICUM, MD 21090-2917	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE NA			B. CAGE CODE	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. NAME, ADDRESS, AND ZIP CODE Department of Homeland Security (DHS) Science & Technology (S&T) Plum Island Animal Disease Control Center (PIADC) Orient, NY.			B. CAGE CODE	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THE PROCUREMENT					
(U) PROVIDES OPERATIONS AND MAINTENANCE SUPPORT SERVICES FOR DEPARTMENT OF HOMELAND SECURITY (DHS) S&T PIADC.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION:				e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (Specify)	
k. OTHER (Specify)					X

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct
 Through (Specify): **NONE AUTHORIZED**

UNLESS CONTRACTOR HAS OBTAINED AUTHORITY TO RELEASE FROM THE DEPARTMENT OF HOMELAND SECURITY: CONTRACTOR SHALL COORDINATE WITH THE COTR AND THE OFFICE OF SECURITY (ASD) ON ALL CHANGES TO THIS GUIDANCE to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. * In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Reference Item 10 j: "The Contractor is responsible for handling and marking FOUO information in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated January 6, 2005; Furthermore contractors must sign a special Non-Disclosure Agreement before receiving access to unclassified FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS OS ASD at (202) 447-5341."

Reference Item 11a: Contract performance is restricted to Department of Homeland Security (DHS) Science & Technology (S&T) Plum Island Animal Disease Control Center (PIADC) Orient, NY. Cleared personnel are required to perform this service. All contractor personnel must: be U.S. citizens, have been granted a final security clearance by the U.S. Government (Interim Secret clearances are accepted by DHS), have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract. Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the CSO. Recipients of classified information under this contract may not be released to subcontractors without permission of the DHS CSO. The contractor and COR will revalidate all billets under this contract with the CSO annually or when a revised DD Form 254 is issued, whichever is sooner."

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements identify the pertinent contracted clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

Yes
 No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

Yes
 No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

<p>a. TYPED NAME OF CERTIFYING OFFICIAL JOSE J. SALAZAR jose.salazar1@dhs.gov</p>	<p>b. TITLE Chief, Industrial Security Program Branch</p>	<p>c. TELEPHONE (include Area Code) (202) 447-5346</p>
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d. ADDRESS (Include Zip Code)
 Department of Homeland Security
 301, 7TH & D St. SW
 Washington D.C. 20528

17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

e. SIGNATURE


WD 05-2373 (Rev.-7) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2373
Revision No.: 7
Date Of Revision: 05/26/2009

State: New York

Area: New York Counties of Nassau, Suffolk

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.11
01012 - Accounting Clerk II		17.76
01013 - Accounting Clerk III		20.96
01020 - Administrative Assistant		29.37
01040 - Court Reporter		21.19
01051 - Data Entry Operator I		13.95
01052 - Data Entry Operator II		15.22
01060 - Dispatcher, Motor Vehicle		25.16
01070 - Document Preparation Clerk		15.41
01090 - Duplicating Machine Operator		14.69
01111 - General Clerk I		14.82
01112 - General Clerk II		16.94
01113 - General Clerk III		18.82
01120 - Housing Referral Assistant		23.35
01141 - Messenger Courier		11.89
01191 - Order Clerk I		19.59
01192 - Order Clerk II		20.45
01261 - Personnel Assistant (Employment) I		17.89
01262 - Personnel Assistant (Employment) II		20.03
01263 - Personnel Assistant (Employment) III		23.27
01270 - Production Control Clerk		23.27
01280 - Receptionist		14.72
01290 - Rental Clerk		17.89
01300 - Scheduler, Maintenance		19.25
01311 - Secretary I		19.25
01312 - Secretary II		22.56
01313 - Secretary III		23.35
01320 - Service Order Dispatcher		20.00
01410 - Supply Technician		29.37
01420 - Survey Worker		20.03
01531 - Travel Clerk I		14.74
01532 - Travel Clerk II		15.97
01533 - Travel Clerk III		17.34
01611 - Word Processor I		17.16
01612 - Word Processor II		20.16
01613 - Word Processor III		21.45
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		27.14
05010 - Automotive Electrician		27.14
05040 - Automotive Glass Installer		26.01
05070 - Automotive Worker		26.01
05110 - Mobile Equipment Servicer		19.81
05130 - Motor Equipment Metal Mechanic		28.38

05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	16.69
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.23
07041 - Cook I	16.75
07042 - Cook II	18.23
07070 - Dishwasher	13.67
07130 - Food Service Worker	13.67
07210 - Meat Cutter	22.64
07260 - Waiter/Waitress	14.45
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.10
09040 - Furniture Handler	16.03
09080 - Furniture Refinisher	21.10
09090 - Furniture Refinisher Helper	17.91
09110 - Furniture Repairer, Minor	19.40
09130 - Upholsterer	21.10
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.67
11060 - Elevator Operator	13.67
11090 - Gardener	18.39
11122 - Housekeeping Aide	13.68
11150 - Janitor	15.30
11210 - Laborer, Grounds Maintenance	15.86
11240 - Maid or Houseman	13.68
11260 - Pruner	13.79
11270 - Tractor Operator	17.52
11330 - Trail Maintenance Worker	15.86
11360 - Window Cleaner	17.61
12000 - Health Occupations	
12010 - Ambulance Driver	22.48
12011 - Breath Alcohol Technician	22.61
12012 - Certified Occupational Therapist Assistant	22.80
12015 - Certified Physical Therapist Assistant	21.08
12020 - Dental Assistant	15.93
12025 - Dental Hygienist	32.86
12030 - EKG Technician	27.81
12035 - Electroneurodiagnostic Technologist	27.81
12040 - Emergency Medical Technician	23.62
12071 - Licensed Practical Nurse I	20.12
12072 - Licensed Practical Nurse II	22.61
12073 - Licensed Practical Nurse III	23.58
12100 - Medical Assistant	16.66
12130 - Medical Laboratory Technician	23.34
12160 - Medical Record Clerk	18.71
12190 - Medical Record Technician	20.55
12195 - Medical Transcriptionist	17.99
12210 - Nuclear Medicine Technologist	32.47
12221 - Nursing Assistant I	13.17
12222 - Nursing Assistant II	14.37
12223 - Nursing Assistant III	15.13
12224 - Nursing Assistant IV	15.87
12235 - Optical Dispenser	21.45
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	15.87
12280 - Phlebotomist	23.02

12305 - Radiologic Technologist	28.08
12311 - Registered Nurse I	31.62
12312 - Registered Nurse II	36.82
12313 - Registered Nurse II, Specialist	36.82
12314 - Registered Nurse III	44.98
12315 - Registered Nurse III, Anesthetist	44.98
12316 - Registered Nurse IV	53.98
12317 - Scheduler (Drug and Alcohol Testing)	26.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	26.50
13012 - Exhibits Specialist II	31.89
13013 - Exhibits Specialist III	40.66
13041 - Illustrator I	28.35
13042 - Illustrator II	31.89
13043 - Illustrator III	40.66
13047 - Librarian	37.25
13050 - Library Aide/Clerk	15.79
13054 - Library Information Technology Systems Administrator	31.89
13058 - Library Technician	24.10
13061 - Media Specialist I	20.20
13062 - Media Specialist II	22.50
13063 - Media Specialist III	24.96
13071 - Photographer I	18.78
13072 - Photographer II	24.62
13073 - Photographer III	32.88
13074 - Photographer IV	44.26
13075 - Photographer V	50.85
13110 - Video Teleconference Technician	20.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.49
14042 - Computer Operator II	21.07
14043 - Computer Operator III	23.58
14044 - Computer Operator IV	26.13
14045 - Computer Operator V	28.87
14071 - Computer Programmer I	(see 1) 25.17
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.49
14160 - Personal Computer Support Technician	26.13
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	37.04
15020 - Aircrew Training Devices Instructor (Rated)	43.48
15030 - Air Crew Training Devices Instructor (Pilot)	48.93
15050 - Computer Based Training Specialist / Instructor	37.04
15060 - Educational Technologist	35.73
15070 - Flight Instructor (Pilot)	48.93
15080 - Graphic Artist	27.53
15090 - Technical Instructor	32.16
15095 - Technical Instructor/Course Developer	39.22
15110 - Test Proctor	25.56
15120 - Tutor	25.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.72
16030 - Counter Attendant	10.72
16040 - Dry Cleaner	13.19
16070 - Finisher, Flatwork, Machine	10.72
16090 - Presser, Hand	10.72
16110 - Presser, Machine, Drycleaning	10.72

16130 - Presser, Machine, Shirts	10.72
16160 - Presser, Machine, Wearing Apparel, Laundry	10.72
16190 - Sewing Machine Operator	14.01
16220 - Tailor	14.80
16250 - Washer, Machine	11.62
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.87
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	22.40
21040 - Material Expediter	22.40
21050 - Material Handling Laborer	14.62
21071 - Order Filler	16.34
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	13.89
21150 - Stock Clerk	17.41
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.17
23021 - Aircraft Mechanic I	24.93
23022 - Aircraft Mechanic II	26.17
23023 - Aircraft Mechanic III	27.48
23040 - Aircraft Mechanic Helper	20.14
23050 - Aircraft, Painter	23.80
23060 - Aircraft Servicer	22.28
23080 - Aircraft Worker	22.99
23110 - Appliance Mechanic	21.10
23120 - Bicycle Repairer	17.94
23125 - Cable Splicer	32.70
23130 - Carpenter, Maintenance	30.97
23140 - Carpet Layer	22.51
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.44
23182 - Electronics Technician Maintenance II	27.39
23183 - Electronics Technician Maintenance III	28.51
23260 - Fabric Worker	21.34
23290 - Fire Alarm System Mechanic	21.92
23310 - Fire Extinguisher Repairer	22.43
23311 - Fuel Distribution System Mechanic	27.29
23312 - Fuel Distribution System Operator	22.65
23370 - General Maintenance Worker	24.45
23380 - Ground Support Equipment Mechanic	24.93
23381 - Ground Support Equipment Servicer	22.28
23382 - Ground Support Equipment Worker	22.99
23391 - Gunsmith I	22.43
23392 - Gunsmith II	24.87
23393 - Gunsmith III	27.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.91
23430 - Heavy Equipment Mechanic	24.27
23440 - Heavy Equipment Operator	31.17
23460 - Instrument Mechanic	27.61
23465 - Laboratory/Shelter Mechanic	25.95
23470 - Laborer	15.95
23510 - Locksmith	21.10
23530 - Machinery Maintenance Mechanic	23.95
23550 - Machinist, Maintenance	21.92

23580	- Maintenance Trades Helper	17.71
23591	- Metrology Technician I	27.61
23592	- Metrology Technician II	28.70
23593	- Metrology Technician III	27.06
23640	- Millwright	24.11
23710	- Office Appliance Repairer	21.41
23760	- Painter, Maintenance	26.70
23790	- Pipefitter, Maintenance	32.44
23810	- Plumber, Maintenance	31.23
23820	- Pneudraulic Systems Mechanic	27.03
23850	- Rigger	21.92
23870	- Scale Mechanic	24.87
23890	- Sheet-Metal Worker, Maintenance	29.81
23910	- Small Engine Mechanic	20.92
23931	- Telecommunications Mechanic I	30.91
23932	- Telecommunications Mechanic II	32.20
23950	- Telephone Lineman	33.44
23960	- Welder, Combination, Maintenance	21.92
23965	- Well Driller	22.73
23970	- Woodcraft Worker	25.10
23980	- Woodworker	18.57
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	13.05
24580	- Child Care Center Clerk	16.30
24610	- Chore Aide	12.79
24620	- Family Readiness And Support Services Coordinator	14.89
24630	- Homemaker	16.85
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	28.06
25040	- Sewage Plant Operator	23.31
25070	- Stationary Engineer	28.06
25190	- Ventilation Equipment Tender	21.53
25210	- Water Treatment Plant Operator	25.53
27000	- Protective Service Occupations	
27004	- Alarm Monitor	18.81
27007	- Baggage Inspector	16.93
27008	- Corrections Officer	29.93
27010	- Court Security Officer	30.31
27030	- Detection Dog Handler	20.36
27040	- Detention Officer	29.93
27070	- Firefighter	28.58
27101	- Guard I	16.93
27102	- Guard II	20.36
27131	- Police Officer I	32.37
27132	- Police Officer II	35.94
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.96
28042	- Carnival Equipment Repairer	16.75
28043	- Carnival Equipment Worker	13.67
28210	- Gate Attendant/Gate Tender	14.21
28310	- Lifeguard	13.30
28350	- Park Attendant (Aide)	15.90
28510	- Recreation Aide/Health Facility Attendant	18.95
28515	- Recreation Specialist	20.52
28630	- Sports Official	12.66
28690	- Swimming Pool Operator	20.98
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	24.87
29020	- Hatch Tender	24.87
29030	- Line Handler	24.87
29041	- Stevedore I	23.79
29042	- Stevedore II	27.51

30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.15
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.79
30021 - Archeological Technician I	22.43
30022 - Archeological Technician II	25.07
30023 - Archeological Technician III	31.09
30030 - Cartographic Technician	29.15
30040 - Civil Engineering Technician	25.14
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	26.50
30063 - Drafter/CAD Operator III	29.42
30064 - Drafter/CAD Operator IV	31.09
30081 - Engineering Technician I	18.16
30082 - Engineering Technician II	20.43
30083 - Engineering Technician III	22.99
30084 - Engineering Technician IV	28.38
30085 - Engineering Technician V	34.62
30086 - Engineering Technician VI	42.00
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	19.60
30240 - Mathematical Technician	31.09
30361 - Paralegal/Legal Assistant I	21.79
30362 - Paralegal/Legal Assistant II	27.02
30363 - Paralegal/Legal Assistant III	33.12
30364 - Paralegal/Legal Assistant IV	39.88
30390 - Photo-Optics Technician	28.11
30461 - Technical Writer I	25.48
30462 - Technical Writer II	31.14
30463 - Technical Writer III	39.84
30491 - Unexploded Ordnance (UXO) Technician I	24.09
30492 - Unexploded Ordnance (UXO) Technician II	29.15
30493 - Unexploded Ordnance (UXO) Technician III	34.94
30494 - Unexploded (UXO) Safety Escort	24.09
30495 - Unexploded (UXO) Sweep Personnel	24.09
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.05
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	9.96
31290 - Shuttle Bus Driver	17.70
31310 - Taxi Driver	13.37
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.19
31364 - Truckdriver, Tractor-Trailer	23.19
99000 - Miscellaneous Occupations	
99030 - Cashier	18.74
99050 - Desk Clerk	12.65
99095 - Embalmer	27.84
99251 - Laboratory Animal Caretaker I	15.21
99252 - Laboratory Animal Caretaker II	15.97
99310 - Mortician	31.49
99410 - Pest Controller	18.15
99510 - Photofinishing Worker	14.37
99710 - Recycling Laborer	16.39
99711 - Recycling Specialist	18.48
99730 - Refuse Collector	21.17
99810 - Sales Clerk	13.36
99820 - School Crossing Guard	15.04

99830 - Survey Party Chief	24.99
99831 - Surveying Aide	14.66
99832 - Surveying Technician	20.12
99840 - Vending Machine Attendant	21.28
99841 - Vending Machine Repairer	23.13
99842 - Vending Machine Repairer Helper	19.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
FIELD SUPPORT SERVICES, INC.
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 30
TERMS OF AGREEMENT

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AGREEMENT made this ____ day of _____ 2007 between Field Support Services, Inc. (hereinafter referred to as “FSSI” the “Company” or “Employer”) located at 6303 Ivy Lane, Suite 800, Greenbelt, Maryland 20770 and International Union of Operating Engineers. Local Unions 30, 30A, 30B AFL-CIO (hereinafter referred to as the “Union”) located at 115-06 Myrtle Avenue, Richmond Hill, NY 11418.

PREAMBLE

It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours and working conditions as it relates to operation and maintenance activities in support of the United States Department of Homeland Security (USDHS), Plum Island Animal Disease Center (PIADC) as contracted to FSSI. Further it is the intent of the parties to secure maximum efficiency of the operation and production from the employees; to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and unnecessary and avoidable delays and expense so far as possible. Furthermore it is recognized by the Agreement to be the duty of the Company, the Union and the employees to cooperate fully, both individually and collectively to meet the requirements of the customer. The Union recognizes that the Company is a contractor to the USDHS at the PIADC and that the Company is required at all times to fully meet its obligations as a contractor.

ARTICLE I – DECLARATION OF PRINCIPLES

- A. It being understood that the employees shall perform a fair and honest day’s work.
- B. That there shall be no restriction of the use of machinery, tools or appliances.
- C. That there shall be no restriction of the use of any raw or manufactured material.
- D. Union Business Representative: The Business Representative of the Union shall have access to the facilities at PIADC for the purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to providing that prior permission to visit is received from the Project Manager. Such permission shall not be unreasonably withheld. Upon entering the facility, the Business Representative shall report to the Project Manager or designee, so that an escort can be provided. The Company shall not be required to provide a special boat run for these visits, to alter the schedule of the boat runs or make special accommodations such as adjusting work hours, shift schedules or break times.
- E. Whenever any words used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE II – UNION RECOGNITION

The Company hereby recognizes the Union as the Exclusive Bargaining Representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's employees assigned to the following bargaining unit.

Included: All full-time and regular part-time Able Bodied Seaman, Able Bodied Seaman/Mechanic, Bio-Systems Mechanic, Boiler Operator, Carpenter/Painter (inside lab), Carpenter/Mason/Painter, Cook I, Cook II, Custodian, Custodian/Lab Support, Decontamination Plant Operator, Electrician, Electronic Technician, Food Service Worker, General Maintenance Worker, Glassware Worker, Grounds Laborer/Laborer, HAZMAT Technician, Heavy Equipment Operator, HVAC Mechanic, Laundry Worker, Lead Boiler Operator, Lead Decontamination Plant Operator, Lead Electrician, Lead Motor Vehicle Mechanic, Lead Water/Wastewater Plant Operator, Maintenance Helper, Maintenance Mechanic, Marine Mechanic, Metal Worker, Millwright, Motor Vehicle Mechanic, MP2 Tech, Ordinary Seaman, Pipefitter/Plumber, Trades Helper, Truck Driver, Warehouse Clerk/Forklift Operator, WW/PW Plant Operator, and WW/PW Assistant employed by the Employer at its Plum Island, New York Facility.

Excluded: All other employees including Secretary, Payroll Clerk, Accounting Clerk III, Personnel/Accounts Payable Clerk, Secretary (Quality Assurance/Safety), Safety and Occupational Health Specialists, Clerk-Typist I, Receptionist/Customer Service, EMT/Guards, Guards, Photographer, Hospitality Manager, Masters/Boat Captains, Transportation Manager, Technical Systems Manager, Systems Technician, Telecommunication Technicians, and Supervisors as defined in the Act.

The term "employees" as used herein, unless the context otherwise indicates, means the employees covered by this Agreement. Employees who have been employed by the Employer for a period of at least thirty (30) days shall be required to become members of the Union as a condition of continued employment. This provision does not apply to temporary employees as defined in Article XXIV.

Any employees covered by this Agreement, who are, or who during the term hereof become members of the Union shall continue to be members of and maintain themselves in good standing in the Union. Written notice by the Union to the Employer that an employee is no longer a member in good standing in the Union shall be sufficient for the Employer to cause the dismissal of such employee within thirty (30) days. The Employer and Union shall not discriminate against any employee by reason of his membership or non-membership in the Union.

For the purpose of this Agreement, an employee shall be considered a member of the Union in good standing if he tenders his periodic dues, initiation fees and assessments uniformly required as a condition of Union membership. Notwithstanding the foregoing, in lieu of joining the Union, Employees may make payments to the Union that are equivalent to Union dues, less political expenditures.

ARTICLE III – MANAGEMENT RIGHTS

Retention of Management prerogatives, except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives and functions customarily and traditionally exercised by the Company to operate its business and direct its employees are hereby expressly reserved and vested exclusively by and to the Company. These rights include, but are not limited to, the right to determine prices of services, volumes of production and methods of financing, to drop or add a product line, to sell, merge, consolidate or lease the business, or any part thereof; to determine the qualifications of employees to perform work, including the right to administer testing as needed to confirm employees' qualifications, to establish, eliminate, revise or continue policies, practices or procedures; the right to determine, and from time to time predetermine, the number, location, relocation and types of its operations, and the methods processes and materials to be employed; to discontinue processes or operations or to discontinue their performance by employees of the Company; to determine the number of hours per day and per week operations shall be carried on; to select and assign work to such employees in accordance with the requirements determined by Management; to determine the existence or the lack of work; to make and enforce reasonable rules for disciplining employees for cause; to promote employees; to change or eliminate existing jobs or create new jobs; and to take such measures as Management of the Company may determine to be necessary for the orderly, efficient and profitable operations of the business.

ARTICLE IV – CHECK-OFF AND HOLD HARMLESS

A. Upon receiving the written authorization of an employee, the Company agrees to deduct from each employee's paycheck each month membership dues, initiation fees and assessments, or the equivalent dues as described in Article II, in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Company agrees that such deductions shall, after deduction, be forwarded monthly to the duly authorized officer of the Union along with a list of names from whom the deductions were made.

B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability, as well as the reimbursement of attorneys' fees and costs, arising from the obligations and executions thereof of this article and Article II as stated above.

ARTICLE V – WAGES

A. The rates of pay for each classification of employees are attached and outlined in Schedule “A” and made part of this Agreement.

The following pay increases shall be effective for all employees:

Effective Date	1/1/08	1/1/09	1/1/10
Increase in Hourly Rate	2%	2%	2%

B. No employee shall suffer a reduction in wages because of the signing of this Agreement. All rates and increases herein stated are minimums and shall not prevent the Employer from paying higher than the minimum for such things as special skills, seniority, lead pay, etc.

C. A Shift Differential – A shift differential shall be paid on all hours worked on second and third shifts at the rate of 5% of the hourly wages of those employees affected.

ARTICLE VI – HOURS

A. The Employer shall be free to fix the hours of employment, provided that a normal workweek for such employee shall consist of forty (40) hours, divided into either five (5) days of eight (8) hours each or four (4) days of ten (10) hours each. Management will give seven (7) days notice prior to changing work schedules. The notice requirement does not pertain to emergencies or employee illness. The employee’s regular shift shall not be changed simply to avoid overtime. Employees will give seven (7) days notice when requesting shift changes.

B. Overtime will be paid at time and one-half for all hours worked in excess of forty (40) hours per week. Commencing January 1, 2005, overtime will be paid at time and one-half for all hours worked in excess of eight (8) consecutive hours per day or forty (40) hours per week. However, employees who are scheduled to work ten (10) hours per day shall be paid overtime for all hours worked in excess of ten (10) consecutive hours per day or forty (40) hours per week. There shall be no stacking of overtime. Illustration #1. Should an employee be scheduled to work eight (8) hours and actually work ten (10) consecutive hours in a workday, for a total of 42 hours in a workweek, they will receive overtime compensation (time and a half) for a total of two hours. Illustration #2. Should the employee be assigned to work 6:00 p.m. Monday to 2:00 a.m. on Tuesday and Tuesday 5:00 p.m. to 1:00 a.m. Wednesday, the employee would not be entitled to overtime for working on Tuesday because the nine (9) hours of work on Tuesday were not consecutive.

C. Employees who are called in and are required by the Employer to perform overtime work shall receive for the work so performed the overtime compensation provided herein, but in no case less than the applicable overtime rate for four (4) hours of work. The provisions herein shall in no event apply to scheduled overtime work. There shall be no stacking of overtime.

D. Should the government close the PIADC due to weather conditions, and should it authorize FSSI to compensate Employees for their missed shifts, then FSSI shall compensate the Employees accordingly. However, such hours shall not be deemed hours worked for purposes of calculating overtime. Essential and other personnel who remain on the PIADC premises at the request of FSSI during the time the PIADC is closed shall have their hours count as hours worked for purposes of calculating overtime.

E. The Company retains the right to assign the least senior qualified person to any classification. All persons assigned to other than their classification for a minimum of 20% of the workweek shall be paid at the higher rate for the time worked, however, if the position is a lower rate they shall be paid at their current rate. Employees in training shall be paid at their current rate.

F. Overtime shall be distributed equitably among Employees of occupational classifications to the extent practicable and consistent with efficient operation, except that employees performing the work during their regular eight (8) hour shift shall be offered first.

F. One (1) fifteen minute paid break may be taken in a four-hour shift period. There will be one-half (½) hour lunch break, without pay, per shift.

ARTICLE VII – HOLIDAYS

A. Employees shall be paid for ten (10) holidays. The holidays are attached and set forth in Schedule "B" and made a part of this Agreement. The exact dates that the holidays are to be recognized will be established each year.

B. It is the intent and purpose of the Employer to give as many employees as possible these days off, but the Union recognizes and agrees that certain employees may be required to work on said days in order to maintain the facilities at Plum Island. Should an employee be required to work on a holiday, the employee shall be paid for the holiday and shall be compensated at time and one-half (1½) his regular rate for work performed on that day; i.e., a total of two and one-half (2½) times the employee's regular hourly rate.

C. Employees not scheduled to work on any holiday shall receive one day's pay for said day.

ARTICLE VIII – HIRING

A(1). The Union has established an Employment Procedure to be administered and financed by the Union.

A(2). Neither the Union in referring, nor the Employer in hiring, shall discriminate against an applicant because of membership or non-membership in the Union. It is the principle

implicit in the relationships of the Company and the Union that no employee or applicant for employment will be discriminated against because of such individual's race, age, religion, gender, national origin, disability, Veteran, or other protected status. Preferences in employment will be provided to qualified Veterans and qualified Arctic Slope Regional Corporation ("ASRC") shareholders.

A(3). When the Company determines to fill a job within the Bargaining Unit, the Company will post a notice of the vacancy or job opening on the employee bulletin boards for five (5) work days. Subject to the provisions elsewhere in this Agreement, any employee may submit a bid for the job to the Project Manager, in writing, during the posting period. The Company shall not be required to post a notice of vacancy of job opening for a particular job more than once every thirty (30) days. Any bid submitted within a posting period shall remain valid for thirty (30) days.

The Employer shall notify the steward and the Union in writing of all bargaining unit position vacancies, including part-time and recalls, and shall afford the Union the same five (5) work day posting period to refer applicants for the vacancy before the Employer hires from any other sources. In referring applicants, after persons on layoff from the Employer have been recalled, the Union shall give preference to persons with prior experience in the industry, and persons living in the communities the Employer serves, including eastern Long Island and Connecticut, and must meet the qualifications required by the Employer for a particular job vacancy.

Notwithstanding the foregoing, the Employer, after giving notice to the Union, may fill vacancies if it must fill the position without delay to meet an emergency.

Disqualification of bidder. An employee who successfully bids and fills an internal job is on probation in the new position for 60 days. If the employee is unable to perform the job to which he bid to the Company's satisfaction during the probation period, he shall be returned to the job classification he held at the time submitting the bid.

A(4). Notwithstanding the foregoing, the Employer retains the exclusive right to reject any applicant for employment, regardless of whether the applicant is referred by the Union or submits an application through another source. The Company's rejection of an applicant shall be final and not subject to the Grievance and Arbitration provisions of this Agreement.

B. Promotions from one job classification covered by this Agreement to another job classification covered by this Agreement shall be made on the basis of seniority where, in the opinion of the Employer, the ability and performance of the employees eligible for such promotion is equal. The Employer shall give notice of any such promotion in advance to the Union so the Union, if it desires, can discuss such promotion with the Employer. The judgment of the Employer, however, shall be final and not be subject to the Grievance and Arbitration provisions of this Agreement.

C. Any changes in staffing required by USDHS shall be final and not subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE IX – SENIORITY

A. Site seniority is defined as a Bargaining Unit employee's continuous service at the PIADC site as a contractor employee of FSSI and its predecessors.

B. Job classification seniority is defined as the continuous service in their job classification with FSSI.

C. The Company shall supply the Union with a job classification and site seniority list of the employees covered by this Agreement. Such list(s) shall be revised semi-annually.

D. Layoff. The Company will determine the time of layoffs, the number of employees to be laid off, and in what job classification layoffs will occur. If a layoff should occur, the Union shall be notified at least one (1) week in advance. Such layoffs shall be made by job classification seniority within the job classification affected. The employee with the least job classification seniority shall be the first to be laid off. Any employee subject to layoff may exercise site seniority in the following order:

1. Within any job classification in which an employee had previously established classification seniority and is still qualified.

2. In the case of a layoff, probationary employees shall be laid off first.

3. If, at the time of layoff, any eligible employee refuses to exercise their seniority rights, such employee shall retain seniority rights to be recalled.

Such employee must notify the Company of an intention to exercise seniority rights within five (5) calendar days of the layoff notice. An employee so displaced may similarly exercise seniority rights to displace another employee in accordance with the same criteria.

E. Termination of Seniority. Any employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

1. Discharge for just cause, quit, retirement or resignation;

2. Failure to give notice or intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;

3. Time lapse of twelve (12) months, or for a period equal to the employee's seniority (whichever is less) since the last day of actual work for the Company or its predecessors.

4. Failure to return to work upon expiration of a leave of absence.

5. Absence in excess of two (2) years due to physical disability, provided, however, that where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of disability, the employee must present appropriate documentation verifying his availability date and medical fitness to return to work in his last classification worked.

F. Recall

1. Order of Recall. If the Company determines to fill job vacancies for the purpose of reinstatement in a job classification from which employees are laid off, such employees, eligible for recall, shall be recalled in reverse order of layoff, according to seniority.

2. Notice of Recall. The Company will forward Notice of Recall by certified mail to the last known address of the employee reflected on Company records. The employee must within five (5) working days of delivery or attempted delivery of the Notice of Recall, notify the Company of his intent to return to work on the date specified for recall and thereafter, return to work on such date.

G. Seniority. If application of the preceding sections results in two (2) or more employees having the same seniority, the employee whose last four (4) digits in his social security number is the largest shall be deemed more senior (e.g., 4231 is larger than 1234). Seniority shall be applicable only as expressly provided in this Agreement.

ARTICLE X – SHOP STEWARD

A. The Company agrees to recognize two chief shop stewards, who will be Union members at Plum Island appointed by the Union to attend to the interest of the Union, and the Employer shall allow reasonable time for the performance of such duty.

B. The Company agrees that the Union may appoint up to a maximum of three (3) assistant shop stewards. The chief stop stewards or any assistant shop steward are authorized to deal with the Company's Project Manager on Union business issues.

C. A chief steward or a designated assistant shall be allowed to perform these duties on-site during the stewards' working hours without loss of compensation. The performance of their Union duties shall be within a reasonable amount of time per shift.

D. The shop steward shall be on the job at all times during working hours as far as is practical. The steward shall not hinder or delay the performance of his work or other employee's work.

E. The steward must first obtain permission from his immediate supervisor before leaving his workstation to perform his steward duties. Upon completion of such business, he shall immediately report back to his supervisor before returning to work. Permission will not be unreasonably withheld.

F. The steward shall not solicit grievances.

ARTICLE XI – GRIEVANCE

A. The word "grievance" as used in this Agreement means a complaint filed by an employee and/or the Union against the Company alleging failure of the Company to comply with any provisions of this Agreement not excluded from this Grievance Procedure.

B. A grievance, to be recognized, must be brought to the Company's attention within five (5) working days of its occurrence.

C. If the Company fails to answer within the time limits set forth in the Agreement, the grievance shall automatically proceed to the next step.

D. Procedure. Grievance shall be handled in the following sequence and manner:

1. At Step 1, the employee or employees and Assistant Shop Steward shall take the matter up with the Department Manager within five (5) working days of knowledge of infraction, and the grievance shall be presented in writing specifying, where possible, the Article and Paragraph of the Agreement claimed to have been violated. If the matter is not satisfactorily resolved within said five (5) day period, the grievance may be processed at step 2.

2. At Step 2, the Shop Steward shall within five (5) working days take the matter up with the Project Manager. If the matter is not satisfactorily resolved within five (5) working days after having taken the matter up with the Project Manager at Step 2, the grievance may be processed at Step 3.

3. At Step 3, the grievance shall within five (5) days be taken up with the Project Manager and/or his/her representative and the Union's Business Representative. If the matter is not satisfactorily resolved within ten (10) working days, it shall be subject to arbitration in accordance with provisions hereinafter set forth.

E. Discipline and Discharge. The Company reserves the right to discipline or discharge employees in accordance with Company policy and procedures. Should the Union dispute the Company's discharge decision as not being for just cause, then such dispute may be processed as a grievance starting at Step 3 of the Grievance Procedure.

F. Arbitration. If within ten (10) working days from and after the day that the Company's answer to Step 3 was given to the Union, the grievance is not satisfactorily resolved, the Company or the Union shall have the right to appeal the grievance to arbitration. Either party may extend the filing period by five (5) days by notifying the other party in writing. The arbitrator shall be selected from a panel of seven (7) submitted to the parties from the American Arbitration Association. Both parties agree that a request for arbitration must be submitted to the non-grieving party within the proper time frame from the receipt of the Company's answer to Step 3 or the right to arbitrate that grievance is forfeited.

G. Cost of Arbitration. All fees and expenses of the Arbitrator shall be borne by the losing party, except where one of the parties to the Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in or from settlement of the grievance, in which case the postponement charge shall be borne equally by the parties. A postponement charge resulting from a joint postponement request shall be borne equally by the parties. Each party shall pay any and all expenses for their own representatives and witnesses.

H. Arbitrator's Authority. The Arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding awards as are necessary to enable him to act effectively, subject to the following:

The decision of the Arbitrator shall be binding upon the Company, the Union, and the aggrieved employee or employees. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or modifications thereto or any Agreements made supplementary hereto or to substitute his discretion in cases where the Company is given discretion by this Agreement or any modifications as provided herein. Any backpay award shall be reduced by any sums received as unemployment compensation, from interim employment, and/or by such amount as the arbitrator deems reasonable if he/she finds that the employee failed to mitigate damages.

ARTICLE XII -- STRIKES AND LOCKOUTS

During the period of this Agreement, there shall be no strikes, sympathy strikes, stoppages, boycotts, slowdowns, picketing, reduction in work standards, or other interferences with the operation of the Company and/or its customers (all of which are hereinafter referred to as "strikes").

A. No officer or representative of the Union shall authorize, instigate, aid or condone any strikes, and no employee shall participate in any strike.

B. The Company shall be under no obligation to bargain with the Union concerning employees who are on strike or concerning the subject of any strike so long as the strike continues.

C. The Company may, in its sole discretion, discipline or discharge any employees who engage in a strike, and such action shall not be subject to review upon any ground other than the employee did not take part in the strike.

D. Should any employee in the bargaining unit engage in any of the listed activities, the Company and the Union agree this shall be sufficient cause for immediate termination and without notice, forfeiture of all benefits, vacation, seniority, and any and all conditions and allowances that may be due him, excluding wages or other items covered by law.

E. In the event that any employee or group of employees in the bargaining unit engage in any activities herein prohibited, the Union agrees that, upon being notified by the Company, it will take immediate action and direct such employee or group of employees to cease such activity and resume such work immediately. The resumption of work shall not preclude the Company from exercising its right to discipline or discharge said employee(s).

F. There shall be no lockouts during the term of this Agreement. A lockout as mentioned herein shall not include the closing down of the operation or any part thereof or curtailing any operations for business reasons.

ARTICLE XIII – VACATION

The vacation schedules of the employees covered by this Agreement will be in accordance with the following:

A. Vacation accruals, based on employee's anniversary date of employment, shall be as follows:

Two (2) weeks after completion of one (1) year of employment. Three (3) weeks after completion of five (5) years of employment. Four (4) weeks after completion of fifteen (15) years of employment. Five (5) weeks after completion of twenty (20) years of employment.

B. Should a holiday fall during the employee's vacation period, an additional day of vacation shall be allowed.

C. No two employees of the same job classification in department will be allowed to take vacation at the same time. Management has the right to approve or disapprove all requests for vacation, based on operational or manpower needs.

D. Vacations will be limited to two (2) periods, if an employee has more than two (2) weeks vacation due then he will take a second vacation within the twelve (12) month period. An employee who is entitled to vacation leave may take (1) or more weeks in less than a full week's increment provided seven (7) calendar days advance written notice is given and written approval is granted by the Company.

E. Seniority will be the basis for choice regarding a vacation period desired by more than one employee within a job classification.

F. The final vacation schedule rests with management and will be determined as to the needs of operations. All vacations must be approved by management seven (7) days in advance of the start of the vacation. Vacation leave, up to the maximum amount that an employee can earn in a single year, can be carried over from year to year.

G. Vacation benefits shall be credited on the employee's anniversary date, and upon termination of employment, the employee shall receive all credited and unused vacation.

ARTICLE XIV – APPRENTICESHIP TRAINING PROGRAM

It is the Company's option to use the Apprenticeship Training Program.

Should the Company wish to use said Program there shall be a three (3) year Apprenticeship Program. All apprentices must be participants in the Local #30 Apprenticeship Training Program. No apprentice may remain as an apprentice for more than 42 months. At any time at the Employer's discretion, an apprentice may be promoted to Engineer and a new apprentice referred from the Union Hall and hired at the new hire rate. If an apprentice is not promoted by the 42nd month anniversary, the apprentice shall be returned to the Union Hall and a new apprentice referred from the Union Hall and hired at the new hire rate.

ARTICLE XV – SICK LEAVE BENEFIT AND VERIFICATION OF ILLNESS

Regular full-time employees accrue sick leave at the rate of 1.54 hours per pay period or a maximum of 40 hours per year. Employees may not carry over more than 40 hours of sick leave at calendar year end. Employees will not be compensated for any unused sick leave at the time of the termination of their employment.

A. All employees must notify the appropriate manager at least two (2) hours before the start of the workday if they are ill and unable to report to work.

B. Management reserves the right to verify illnesses and may require a doctor's verification after three (3) days or when there is reasonable doubt regarding the absence. Employer may also require an examination by his own doctor at Employer's expense.

ARTICLE XVI – FRINGE BENEFITS

A. These benefits and contributions for the Welfare Trust Fund, Pension, Annuity, Apprentice Training and Industry Stabilization Fund shall be:

DATE	HEALTH AND WELFARE	PENSION	ANNUITY	APPRENTICESHIP	INDUSTRY STABILIZATION FUND
1/1/08	\$6.50 per hour	\$1.02 per hour	\$1.02 per hour	\$.01 per hour	\$.01 per hour

1/1/09	\$7.35 per hour	\$1.05 per hour	\$1.05 per hour	\$.01 per hour	\$.01 per hour
1/1/10	\$8.20 per hour	\$1.15 per hour	\$1.15 per hour	\$.01 per hour	\$.01 per hour

B. The Employer shall make contributions each pay period for the duration of this contract. This shall apply to hours paid during the term of this collective bargaining agreement commencing on a full-time employee's thirty (30th) day of employment.

C. In the event that an employee is absent from work because of illness or injury, the Employer will pay the contributions as set forth above for each compensated hour of sick leave or vacation leave.

D. The Trustees of the representative Welfare, Pension, Apprenticeship and Annuity Funds and/or their representative shall have the right on five (5) days written notice to the Employer to examine the pertinent books and records of the Employer for the purpose of ascertaining if the Employer is paying the proper contributions to the Funds.

E. Effective January 1, 2008, the Employer shall be under no obligation to provide any benefits or insurance coverage or contributions except those that are listed specifically in this Article.

F. The Union warrants and represents that the Employer's liability with respect to providing contributions and benefits shall be no greater than as provided above, that the respective trust funds are jointly established trust funds administered, operated, and maintained in accordance with the law, and further that the trust funds have been and continue to be qualified by the Internal Revenue Service. The Union shall indemnify and hold harmless the Employer, including but not limited to the reimbursement of the Employer's attorneys fees and costs, arising out of any and all claims made against it relating to the funds.

ARTICLE XVII – JURY DUTY

For each day to a maximum of ten (10) working days that an employee is required to serve on the jury duty and presents court certification thereof, the Employer shall pay the difference between the amount such employee would normally have earned had he worked his straight time scheduled hours and his remuneration for such day for jury duty. In case of written application by any employee required to serve on jury duty, the Employer shall pay such employee as though he had worked his regularly scheduled straight-time hours; provided, however, that such employee will remit to the Employer the amount of his jury pay he received for such jury duty upon returning to work. Where practical, the employee will return to work immediately following release from jury duty to resume work for the remainder of the workday. An employee must have a minimum of thirty (30) days' service to be paid for jury duty. The Company will be provided with documentation within seven (7) days of being served.

ARTICLE XVIII – DEATH IN FAMILY

All full-time and part-time employees are eligible to apply for bereavement leave. Eligible employees may, with management approval, be granted a personal leave of absence in the event of a death in their immediate family, which includes the employee's spouse, children, parents, brothers, sisters, parents-in-law and grandparents. The employee must submit a leave of absence request prior to commencement of the leave and must provide the name of the deceased along with the funeral arrangements. FSSI recognizes that in emergency situations, prior approval cannot always be obtained. The maximum period of leave will be three (3) consecutive days if required travel is within 400 miles of employee's work location and five (5) consecutive days of distance is over 400 miles. Employees shall not receive pay under this provision for scheduled days off. Absences due to situations covered above will not be charged against the employee's vacation unless the absences exceed the guidelines contained herein. The employee must attend the funeral, which must take place within the aforementioned three (3) or five (5) day leave period. An employee must have a minimum of thirty (30) days' service to be paid under this Article.

ARTICLE XIX – VEHICLE USE

If an employee is required to use his personal vehicle in the course of the workday, he shall be compensated at the mileage rate then in effect as established by the Internal Revenue Service ("IRS"). Employees may not use their vehicles unless they first receive approval from their supervisors.

ARTICLE XX – SAFETY EQUIPMENT

Safety equipment, as may be required by the Company's contract with the USDHS, or by management in recognition of applicable national standards, will be paid for by the Company and, whenever possible, provided by Company selected pre-paid sources. Such safety equipment will include, but need not be limited to, safety shoes, uniforms, and safety glasses. Any such equipment will be replaced on an "as needed" basis as approved by management.

Employees designated to wear safety equipment shall wear such equipment at all appropriate times while on duty.

ARTICLE XXI – PROBATIONARY EMPLOYEES

A. Newly hired Employees shall be considered probationary for a period of 90 days from the date of employment, excluding time lost for sickness and other leaves of absence.

B. It is understood that at any time during the probationary period the Employer may discharge any probationary employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXII – SEVERABILITY

In the event any provision of this Agreement be adjudged in conflict with any law, ordinance or regulation of the state of federal government or any department thereof, said provision shall be null and void but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIII – SUBCONTRACTING

The Company agrees that it will not subcontract regular Bargaining Unit work. The Company retains the right to subcontract any work that cannot be performed due to absences or vacancies, or to perform special tasks or additional tasks as directed by the customer. The Company retains the right to use temporary and part-time employees.

ARTICLE XXIV – JURISDICTION

A. The Company and the Union agree that the work performed by the employees shall include but not be limited to all work which is considered common task: (a) All operating engineering, (b) all electrical, (c) all carpentry, (d) all painting, (e) all plumbing/steamfitting, (f) all marine operation, (g) all safety operation, (h) all laborers and all other employees in categories not excluded by the certification.

B. Employee Status

1. Full-time – A full-time employee shall be an employee who is scheduled to work 40 hours per week.

2. Part-time – a part-time employee is an employee who is regularly scheduled to work less than 40 hours per week and shall receive contract benefits on a pro rata basis.

3. Temporary – a temporary employee shall be an employee hired for either a specific task or function that is not typically performed by the bargaining unit, or because of a temporary shortage of manpower. The temporary employee shall be hired for a period of no longer than 60 consecutive days in a 12-month period. Temporary employees shall not be entitled to any benefits under the contract.

ARTICLE XXV – BARGAINING UNIT WORK

Supervisors and other employees excluded from the bargaining unit may perform work normally performed by bargaining unit employees under the following conditions:

1. In the event of emergencies;
2. When necessary for training and/or instructing employees;

3. In circumstances which are required to ensure the quality of performance and/or the satisfaction of the Company's obligation and responsibilities as a contractor to the federal government;

4. When technical expertise and/or skills are not available within the workforce to execute a particular task or series of tasks, and time/performance constraints do not permit the Employer to seek out such skills or expertise.

ARTICLE XXVI -- DRUG AND ALCOHOL FREE WORKPLACE

The Company and the Union are committed to ensuring that PIADC is a Drug and Alcohol Free Workplace. The parties acknowledge that the Company can engage in drug and alcohol testing pursuant to the DOT/FMCSA, Non-DOT, and United States Coast Guard - Homeland Security policies, which are incorporated herein by reference.

ARTICLE XXVII-- BARGAINING ON EXCLUDED MATTERS

A. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

B. Therefore, the Company and the Union each, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, unless mutually agreed to by both parties.

ARTICLE XXVIII -- DURATION AND RENEWAL OF AGREEMENT

Section 1

This Agreement shall become effective the 1st day of January 2008, and shall continue in force until the 31st day of December 2010, and thereafter from year to year, unless terminated or amended as hereinafter provided.

Section 2

If either party to this Agreement should desire to renew, revise, or terminate this agreement, then not less than one hundred and fifty (150) days nor more than one hundred and eighty (180) days prior to the 31st day of December 2010, such party shall give written notice to

the other, together with particulars relating thereto, by registered mail. Such notice to the Company shall be sent to:

Pat Stefl with a copy to
ASRC Federal Holding Company
6303 Ivy Lane, Suite 800
Greenbelt, MD 20770

Pargament & Hallowell, PLLC
Attn: Jeffrey J. Pargament
1776 K Street, NW, Suite 825
Washington, DC 20006

Notice to the Union shall be sent to:

International Union of Operating Engineers
Local 30, 30A and 30B
115-06 Myrtle Avenue
Richmond Hill, NY 11418

Section 3

Within fifteen (15) days following receipt of the written notice to renew or revise this Agreement, together with the particulars relating thereto, the party receiving said notice and particulars shall be prepared to commence negotiations and it shall so advise the other party, together with their particulars relating thereto. Unless otherwise mutually agreed, only those matters referred to in the particulars shall be discussed at such negotiations.

Section 4

In the event that the parties have not reached a new or amended agreement in accordance with the above provisions by October 1, 2010, the following procedure will go into effect:

a. The Company and the Union will each designate a representative to an arbitration panel. Within the next five (5) days, these representatives shall attempt to mutually agree upon a third party impartial arbitrator. If such party is not mutually agreed upon, a request shall be made to the American Arbitration Association to so designate the third party impartial arbitrator. The three (3) member panel shall then meet as soon as possible for the purpose of taking evidence and having the third party impartial arbitrator render an award on any remaining issues of differences between the Company and the Union on a new or amended Agreement.

b. The parties shall be irrevocably bound by the report of the impartial arbitrator on such issues and shall immediately implement the report as terms and conditions of the new or amended agreement. The report to be implemented shall be a majority report, and failing agreement of the panel, the report of the impartial arbitrator shall become the award. Notwithstanding the foregoing, should the parties be unable to reach agreement on the duration of the new agreement, the arbitrator may not establish the termination date of the follow-up collective bargaining agreement to be later than December 31, 2013.

Section 5

The Company will not lockout nor will the Union or the employees stop work during the above proceedings because of the critical obligations to the USDHS. During any period after January 1, 2008, that a new or amended Agreement is not agreed upon, the full terms and conditions of the existing Agreement expiring December 31, 2010, shall remain in full force and effect, until such time as the arbitration panel renders its award in accordance with (b) above. The parties agree that the arbitrator shall have no authority to award retroactively any increases in wages, benefits or other financial terms. Additionally, any such increases must be communicated to both the Company and the Union at least 40 days prior to the anniversary date of the Company's contract with the USDHS. For example, if the Company's contract with the USDHS has an anniversary date of January 1, 2011, for the wage increases decided by the arbitration panel to be implemented by January 1, 2011, said increases must be communicated to and received by the Company and the Union on or before November 21, 2010. Should the increase not be communicated timely, the increase will not be implemented until January 1, 2012, assuming the Company remains on the contract with the USDHS.

Section 6

The parties agree that Sections 4 and 5 of this Agreement, i.e., "interest arbitration" shall, at the Company's discretion, remain terminable. The Company shall notify the Union by July 1, 2010 should it elect not to participate in interest arbitration, for the successor agreement to this agreement that expires December 31, 2010. The parties agree that the arbitrator shall not have jurisdiction to impose interest arbitration if the Company gives timely notice not to participate into interest arbitration.

Field Support Services, Inc.

International Union of Operating Engineers,
Local 30

MEMORANDUM OF AGREEMENT NO. 001

This Memorandum of Agreement (MOA) is voluntarily entered into by the parties indicated below and pertains to the IUOE membership on FSSI's contract with the United States Department of Homeland Security (USDHS) at the Plum Island Animal Disease Center (PIADC). This MOA stands separate and apart from the Collective Bargaining Agreement (CBA) between the parties at the PIADC. The term of this MOA is from January 1, 2008 through December 31, 2010.

“Employees are authorized to donate any portion of their currently credited, but unused vacation time to a fellow employee at the PIADC. The recipient employee must have a documented emergency need for the time and the donation must be fully documented on a Company-provided form. Written approval by the Project Manager is required and such approval shall not be unreasonably withheld, although requests for other than emergency purposes will be denied.”

FSSI

International Union of Operating Engineers,
Local 30

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT NO. 002

This Memorandum of Agreement (MOA) is voluntarily entered into by the parties indicated below and pertains to the IUOE membership on FSSI's contract with the United States Department of Homeland Security (USDHS) at the Plum Island Animal Disease Center (PIADC). This MOA stands separate and apart from the Collective Bargaining Agreement (CBA) between the parties at the PIADC. The term of this MOA is from January 1, 2008 through December 31, 2010.

Employees who receive work-related telephone calls from FSSI management personnel, as designated by FSSI's project manager, outside of his/her assigned work hours for the purpose of requesting counsel or telephone assistance, will be paid for a minimum of one quarter (1/4) hour at the applicable overtime rate and in quarter of an hour increments for calls in excess of fifteen minutes.

FSSI

International Union of Operating Engineers,
Local 30

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT NO. 003

This Memorandum of Agreement (MOA) is voluntarily entered into by the parties indicated below and pertains to the seniority and benefits rights of employees who participated in the work stoppage that commenced while they were in the employ of FSSI's predecessor at the PIADC site. For purposes of "seniority," employees who did not perform actual services for one year, due to their participation in the work stoppage and/or because they were permanently replaced, will be deemed to 1) have lost their seniority; 2) be new employees, and 3) subject to Article XXI of the Agreement.

Notwithstanding the foregoing, for purposes of calculating vacation benefits only, the aforementioned employees will be given credit for their prior active service on the PIADC site. By way of example, if an employee started work at the PIADC site for FSSI's predecessors on January 1, 1995 and experienced a break in service, due to a work stoppage between January 1, 2002 and June 30, 2003, said employee will be deemed a new, probationary employee as of July 1, 2003. However, for determining vacation pay eligibility as of July 1, 2004, the employees would be deemed to have eight (8) years of service.

FSSI

International Union of Operating Engineers,
Local 30

Date: _____

Date: _____

SCHEDULE A

TITLE	1/1/08	1/1/09	1/1/10
Able Bodied Seaman	\$20.06	\$20.46	\$20.87
Able Bodied Seaman/Mechanic	\$21.18	\$21.60	\$22.03
Bio-systems Mechanic	\$25.77	\$26.28	\$26.81
Boiler Operator	\$26.93	\$27.47	\$28.02
Carpenter/Painter (inside lab)	\$27.05	\$27.59	\$28.14
Carpenter/Mason/Painter	\$29.30	\$29.89	\$30.49
Cook	\$20.32	\$20.72	\$21.14
Cook I	\$18.83	\$19.21	\$19.59
Custodian	\$15.73	\$16.04	\$16.36
Custodian/Lab Support	\$17.28	\$17.62	\$17.98
Decontamination Plant Operator	\$25.77	\$26.28	\$26.81
Electrician	\$31.17	\$31.79	\$32.43
Electronic Technician	\$28.00	\$28.56	\$29.13
Food Service Worker	\$15.24	\$15.54	\$15.85
General Maintenance Worker	\$22.53	\$22.98	\$23.44
Glassware Worker	\$15.69	\$16.00	\$16.32
Grounds Maintenance Laborer	\$16.94	\$17.28	\$17.63
HAZMAT Technician	\$27.86	\$28.41	\$28.98
Heavy Equipment Operator	\$28.98	\$29.56	\$30.15
HVAC Mechanic	\$28.00	\$28.56	\$29.13
Laundry Worker	\$15.73	\$16.04	\$16.36
Lead Boiler Operator	\$28.04	\$28.60	\$29.17
Lead Decontamination Plant Operator	\$28.00	\$28.56	\$29.13
Lead Electrician	\$32.29	\$32.94	\$33.60
Lead Motor Vehicle Mechanic	\$28.40	\$28.96	\$29.54
Lead Water/Wastewater Plant Operator	\$31.17	\$31.79	\$32.43
Maintenance Helper	\$22.85	\$23.30	\$23.77
Maintenance Mechanic	\$25.77	\$26.28	\$26.81
Marine Mechanic	\$27.29	\$27.83	\$28.39
Metal Worker	\$25.77	\$26.28	\$26.81
Millwright	\$31.17	\$31.79	\$32.43
Motor Vehicle Mechanic	\$27.29	\$27.83	\$28.39
MP2 Tech	\$29.05	\$29.63	\$30.22
Ordinary Seaman	\$16.72	\$17.05	\$17.39
Pipefitter / Plumber	\$25.77	\$26.28	\$26.81
Trades Helper	\$22.85	\$23.30	\$23.77

Truck Driver	\$24.07	\$24.55	\$25.04
Shipping and Receiving Clerk	\$17.41	\$17.76	\$18.11
WW/PW Plant Operator	\$25.77	\$26.28	\$26.81
WW/PW Assistant Operator	\$27.31	\$27.85	\$28.41

SCHEDULE B
PAID HOLIDAYS

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Case No.	Track	Received	Description	Name/Org	Status	Suspense Date	Disposition	(b)(1)	(b)(2)	(b)(3)	(b)(4)	(b)(5)	(b)(6)	(b)(7)(A)	(b)(7)(B)	(b)(7)(C)	(b)(7)(D)	(b)(7)(E)	(b)(7)(F)	Adjudication Date	Expedite	Days to Adjudicate	Fee Waiver	Days to Adjudicate	10-Day Extension
10-18	Complex	10/22/2009	HSHQPD09C00006 and HSHQPD06C00001	Smith, Sue	S&T provided 06 docs/need 09 docs		Granted in Full													1/5/2010		73			
10-38	Complex	11/13/2009	HSHQPD06C00001and HSHQPD09C00006	Cardo, Tony	See docs from 10-18	N/A	Granted in Full													1/5/2010		52			
10-43	Simple	11/16/2009	HSHQPD06C00001and HSHQPD09C00006	Edinger, Lisa	See docs from 10-18	N/A	Granted in Full													1/5/2010		49			
10-48	Complex	11/24/2009	HSHQPD10R00001 prior contract	Lee, Michael	See docs from 10-18	N/A	Granted in Full													1/5/2010		41			
10-60		12/8/2009	HSHQPD09C00006	Santos, Rose	Tasked to OPO--See 10-18	12/17/2009	Granted in Full													1/5/2010		27			

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

Pursuant to the requirements of the Competition in Contracting Act (CICA) as implemented by FAR 6.3 and in accordance with the requirements of FAR 6.303-1, the justification for the use of the statutory authority under FAR 6.3 is justified by the following facts and rationale required under FAR 6.302-1 as follows:

(1) Agency and contracting activity.

The United States Department of Homeland Security (DHS) Office of Procurement Operations (OPO) proposes to enter into a contract on a basis other than full and open competition.

(2) Nature and/or description of the action being approved.

The DHS, Office of Science and Technology, Labs and Research Division has a requirement on a sole source basis to obtain continuous facilities operations and maintenance (O&M) support services as a bridge contract at an estimated cost of \$16,049,256.84 million. The estimated cost reflects a nine-month base period with three (3) one-month options for the time period from July 1, 2009, to June 30, 2010. The sole source bridge contract will be issued to the proposed contractor:

Field Support Services, Inc. (FSSI)
6303 Ivy Lane
Suite 130
Greenbelt, MD 20770-1479
DUNS Number: 194163481

(3) Description of supplies/services.

The services to be acquired under the proposed contract are non-personal, O&M services, at PIADC including the facilities at Orient Point, New York. Estimated total value of this Cost-Plus-Award-Fee (CPAF) procurement is based on the Contract Line Item Number (CLIN) structure below. The O&M services include facility and equipment repairs such as making provisions for emergency back-up electric power, coordinating fire and rescue services, providing potable water, managing wastewater, and operating a cafeteria.

CLIN	Description	Period of Performance	Estimated Costs
0001A	O&M Services for Months One through Nine	07/01/2009 to 03/31/2010	\$11,145,317.25
0001B	Base Fee for Months One through Nine	07/01/2009 to 03/31/2010	\$334,359.52
0001C	Award Fee for Months One through Nine	07/01/2009 to 03/31/2010	\$557,265.86
0002A	Option Period (Month 10)*	04/01/2010 to 04/30/2010	\$1,238,368.58
0002B	Base Fee for Option Period (Month 10)*	04/01/2010 to 04/30/2010	\$37,151.06
0002C	Award Fee for Option Period (Month 10)*	04/01/2010 to 04/30/2010	\$61,918.43
0003A	Transition Period (Month 11)*	05/01/2010 to 05/31/2010	\$1,238,368.58
0003B	Base Fee for Transition Period (Month 11)*	05/01/2010 to 05/31/2010	\$37,151.06
0003C	Award Fee for Transition Period (Month 11)*	05/01/2010 to 05/31/2010	\$61,918.43
0004A	Transition/Option Period (Month 12)*	06/01/2010 to 06/30/2010	\$1,238,368.58
0004B	Base Fee for Transition/Option Period (Month 12)*	06/01/2010 to 06/30/2010	\$37,151.06
0004C	Award Fee for Transition/Option Period (Month 12)*	06/01/2010 to 06/30/2010	\$61,918.43

* If necessary

The award fees for the Base period, and option period months, if necessary, will be evaluated by the PIADC Award Fee Determination Board after each 3 month period of the base period.

The total estimated cost (including the base fee, but not award fee) for the nine-month base period is \$11,479,676.77, and for the three (3) one-month option/transition periods (including base fee, but not award fee) is \$3,826,558.92. The total estimated CPAF contract value, including the estimated award fee, over the entire 12-month period, if implemented as such, is \$16,049,256.84.

(4) Identification of statutory authority permitting other than full and open competition.

The statutory authority permitting other than full and open competition is 41 U.S.C. 253(c) and FAR 6.302-1 "Only one responsible source and no other supplies or services will satisfy agency requirements."

(5) Demonstration that the nature of the acquisition requires use of the authority cited.

The existing contract with FSSI expires on June 30, 2009. FSSI has supported the PIADC from December 8, 2003, through June 30, 2009, under Contract Number HSHQPD-06-C-00001. The base period of performance for the bridge contract is from July 1, 2009, to March 31, 2010. The bridge contract includes three (3) one-month option periods which may be used as transition periods could extend the contract to June 30, 2010. The bridge contract will allow the Government sufficient time to competitively award an 8(a) set aside for the PIADC O&M Support Services. The decision to conduct an 8(a) competition is a result of the comprehensive market research that was performed. FSSI is the only source that can perform the required effort at this time without unacceptable delay and serious mission impairment to the operations and

maintenance of PIADC. Any impairment to the PIADC mission would present an unacceptable risk to DHS S&T PIADC.

FSSI possesses the immediate capacity and comprehensive understanding of the required support. Although other firms exist with the potential to support this requirement, these companies could not provide the required level of support without significant preparatory activities, including obtaining required DHS suitability determinations for contractor employees. FSSI provides over 150 cleared contractor employees under the current contract. The suitability process for this number of contractor employees is estimated at several months, which would limit a vendor other than FSSI from being able to provide services for the bridge period of performance that must begin on July 1, 2009. FSSI is the only contractor capable of providing uninterrupted services to the Government on July 1, 2009, for the nine-month bridge period until the new competitive contract is awarded.

(6) Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable.

As required by FAR Subpart 5.2, *Synopses of Proposed Contract Actions*, a FedBizOpps notice will be posted announcing the Government's intent to issue a sole source requirement to FSSI. The Government Contracting Office will consider any responses received to this posting.

(7) Determination by the Contracting Officer that the anticipated cost to the Government will be fair and reasonable.

The Contracting Officer will determine that the anticipated reimbursable costs will be fair and reasonable based on historical cost data, a review of prevailing wages for New York's Suffolk County through Davis-Bacon Act and Service Contract Act data, on-going analysis of current prices and costs, and through negotiations.

(8) Description of market research.

Market research was not conducted for this specific contract action because FSSI was the only reasonable source with the expertise and cleared personnel to perform this work and provide continuity of services starting on July 1, 2009.

(9) Any other facts supporting the use of other than full and open competition.

None.

(10) A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.

A notice will be posted announcing the Government's intent to issue a sole source requirement to FSSI. The Contracting Officer will consider any responses received to this posting.

(11) A statement of the actions, if any, DHS may take to remove or overcome any barriers to competition before any subsequent acquisition for required supplies or services

Extensive market research was conducted in support of the broader requirement. The Contracting Officer, working together with the PIADC Program Management, enlisted the expertise of the OPO Competition Advocate and a DHS Small Business Specialist to weigh the potential benefits and trades-offs of planning this acquisition as a competitive set-aside. First, the market research team explored the capabilities of and special rights afforded to Alaskan Native Corporations (ANCs) and 8(a) businesses owned by ANCs. Next, broadening the competition, Small Business Administration (SBA) 8(a) registered companies, which included the 8(a) ANCs, were considered. Utilizing searches on the Internet and queries from resources such as the Central Contractor Registration (CCR) for each market segment, the above mentioned market research team composed a questionnaire regarding the comprehensive O&M requirements at PIADC and posted a sources sought announcement on FedBizOpps on September 30, 2008, as mentioned above. The market research culminated in series of face-to-face meetings and conference calls with prospective vendors during the month of March 2009 and summary analysis of the strengths and weaknesses of these prospective vendors. It was determined that the capability exists to pursue an 8(a) competitive set-aside for the follow-on procurement.

(12) Contracting Officer's Certification


I, Courtney Byrd, as the Contracting Officer, certify that the data supporting the recommended use of other than full and open competition is accurate and complete to the best of my knowledge and belief.


Courtney Byrd, Contracting Officer

7-2-09
Date


(13) Technical/Requirements Personnel Certification

I, Patrick Moylan, as the Contracting Officer's Technical Representative (COTR), certify this requirement meets the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate.


Patrick Moylan, COTR

7-2-09
Date

APPROVAL(S):


Over \$1,500,000.00 million but not exceeding \$7,000,000.00
Soraya Correa, Head of Contracting Activity

8/6/09
Date

DETERMINATION AND FINDINGS AUTHORITY TO USE A LETTER CONTRACT

Upon the basis of the following findings and determination made pursuant to the authority of FAR 16.603, the Department of Homeland Security (DHS), Office of Procurement Operations (OPO) Science and Technology Division (S&T), may enter into the proposed contract described below on a letter basis.

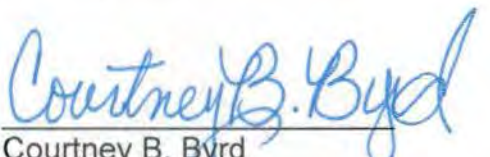
1. DHS, OPO S&T, entered into a letter contract HSHQPD-09-C-00006, to obtain operations and maintenance services with Field Support Services, Inc. located at 6303 Ivy Lane Suite 130, Greenbelt, MD 20770-1479 for S&T Research and Labs to support the Plum Island Animal Disease Center. The contract will be definitized into a cost plus award fee vehicle. The estimated value of the Letter Contract is for a not-to-exceed amount of \$3,600,000.00. The period of performance is not-to-exceed 90 days. The place of performance is at the Department of Homeland Security, Plum Island Animal Disease Center in Orient, NY.
2. The work to be performed is to support the operations and maintenance for all the buildings on the island as covered in the SOW. The contractor will provide the necessary expert resources to support PIADC efforts in providing oversight of the mission of hoof and mouth disease. The expertise provided will enhance PIADC's ability to maintain the safety and security standards for a Level 3 Research Laboratory.
3. It is impracticable to secure the proposed effort via the use of another contract type due to the unusual and compelling urgency of the continuity of services. Only one responsible source and no other supplies or services will satisfy agency requirements.
4. The total estimated value of the to-be definitized contract is \$16,050,000.00 only if, during negotiations, it is shown that the anticipated value to the Government will be fair and reasonable. The total period of performance is twelve months. (One 9-month Base and Three 1-month options)
5. In accordance with FAR 16.603-2(a), the Government's interests demand that work commence towards the proposed effort and negotiating a definitive cost plus award fee contract is not possible due the insufficient time to meet the urgent requirements. No competition was received from this requirement.
6. All contract clauses required by FAR 16.603-2 were incorporated into the letter contract.
7. Due to the compelling need of this requirement, the Contractor's proposal has not been received. The Contracting Officer has used historical information to identify the burn rate of the ninety days and found the funding to be fair and reasonable.

8. Adequate funding has been committed and is available for this acquisition.
9. The expiration date of this D&F is 90 days from the effective date of the Letter Contract.

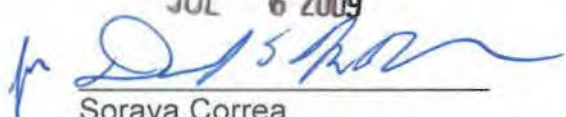
Determination

On the basis of the above findings, I hereby determine that no other type of contract other than a Letter Contract is suitable for this procurement.

APPROVAL:


Courtney B. Byrd
Contracting Officer
Department of Homeland Security
Office of Procurement Operations
Science and Technology Division

July 2, 2009
Date

JUL 6 2009

Soraya Correa
Director, Office of Procurement Operations
Head of the Contracting Activity
Department of Homeland Security

ADDENDUM TO
DETERMINATION AND FINDINGS (D&F) AUTHORITY TO USE A LETTER
CONTRACT
FOR
DEPARTMENT OF HOMELAND SECURITY, OPO/S&T
CONTRACT HSHQPD-09-C-00006
PLUM ISLAND ANIMAL DISEASE CONTROL (PIADC) OPERATION &
MAINTENANCE (O&M) SUPPORT SERVICES

The original D&F authorizing a letter contract was approved on 06 Jul 2009.

On 30 Jul 09, Field Support Services, Inc. (FSSI) submitted a copy of the current Collective Bargaining Agreement (CBA) for inclusion into the contract.

On 03 Aug 09, the DHS Contract Administrator received the completed signed copy of Attachment 5, DD 254 Security Form by the DHS Security Manager.

On 05 Aug 09, FSSI submitted a copy of the Change of Name Agreement, to World Technical Services, Inc. (WTSI), signed by the DCMA ACO, effective 19 Dec 2008, pursuant to the provisions of FAR Subpart 42.12.

On 1 Sep 09, the Contract Administrator determined that, due to the contractor's failure to submit a full proposal, there was insufficient time to definitize the contract prior to 30 Sep 09 and needed to extend the 90-day letter contract to 180-days. In order to definitize the letter contract, a DCAA audit will be required to complete the cost realism analysis, after the receipt of the contractor proposal.

On 02 Sep 09, the Contract Administrator received notice from the contractor that, in accordance with FAR Clause 52.232-22 Limitation of Funds, WTSI estimates that the costs incurred are about to exceed 75% of the total funding. In order to continue performance through 30 Sep 09, WTSI requested an additional \$350,000 in funding, based on current usage rates. On 8 Sep 09, the Contract Administrator submitted a proposal submission requirements document to the contractor to assist them in how to prepare a full proposal (including cost, technical, and past performance) for the definitization of the letter contract. WTSI was to submit their Proposal by 22 Sep 09.

Modification P00001 was issued on 24 Sep 09 to:

- (1) Extend the 90-day Letter contract to 180-days:
From: 01 Jul 09 to 30 Sep 09 To: 01 Jul 09 to 31 Dec 09.
- (2) Add incremental funding of \$4,000,000.00, based on historical operational costs for this facility, based on experience, performance and financial data.
- (3) Recognize the Contractor's Legal Change of Name from Field Support Services, Inc. (FSSI) to World Technical Services, Inc. (WTSI).
- (4) Incorporate in full, Attachment 4 Collective Bargaining Agreement and Attachment 5 DD 254 Security form.

The Government received WTSI's proposal on 16 Oct 2009.

Contract H3HQPD-09-C-00006
Plum Island O&M letter Contract

Approval:



Courtney B. Byrd
Contracting Officer
Department of Homeland Security
Office of Procurement Operations
Science and Technology Division

12-21-09
Date



Soraya Correa
Director, Office of Procurement Operations
Head of the Contracting Activity
Department Of Homeland Security

11/9/09
Date

There will be no further charges,
expansions or increases to this
letter contract.


Correa 11/9/09