# Performance Work Statement (PWS)

## Facility and Equipment Maintenance & Repairs for DeCA Facilities

1 SCOPE.

1.1 The Defense Commissary Agency (DeCA), a United States (U.S.) Federal Government agency within the Department of Defense, provides routine and uninterrupted availability of mission-critical supermarket resources to support the military and their families in the U.S. and host nations worldwide. To effectively deliver supermarket resources in host nations, DeCA relies on locally available commercial contracted maintenance and repairs services providers to ensure the continuous, safe, and compliant operation of all building systems, infrastructure, and food-handling equipment.

1.2 The Contractor shall provide Preventive Maintenance, Emergency Maintenance, and Unscheduled Maintenance services for DeCA's Vogelweh Headquarters buildings and equipment in accordance with: commercial standards; host nation and European Union laws; Department of Defense, United States Army Europe (USAEUR), and United States Armed Forces Europe (USAFE) regulations; and DeCA's standards. Commercial standards shall include service bulletins and manufacturer guidance to ensure equipment operates as intended, leading to a longer lifespan and reliable performance. Hereinafter, these shall be collectively referred to as guidance. If two or more of these guidances conflict, the more stringent will be followed. The addition or removal of a new or existing facility within the host nation or equipment within a location shall not be considered an out-of-scope change. Adding or removing a facility shall be completed thru the formal MOD process.

1.3 The Contractor shall reduce the environmental impacts caused as a result of work performed under this contract by using, to the maximum extent possible, environmentally sound practices, processes, and products. The Contractor is responsible for the cleanup, removal and safe disposal of any hazardous materials or substances, to include fluorescent bulbs and refrigerants, generated during contract performance.

1.4 This contract is a non-personal services contract. The Government shall not exercise any supervision or control over the contract service providers (CSPs) performing the services herein. Such CSPs shall be accountable solely to the Contractor who, in turn is responsible to the Government.

2 KEY GOVERNMENT PERSONNEL, SYSTEM, AND SOFTWARE.

2.1 Key Government Personnel.

2.1.1 Contracting Officer (KO) is responsible for making contracting decisions, awarding contracts, negotiating terms, obligating funds, and monitoring contractor performance throughout the contract lifecycle. The Contracting Officer is also responsible for appointing and overseeing Contracting Officer's Representatives (CORs) who provides technical monitoring and guidance to the contractor.

2.1.2 Contracting Officer's Representative (COR) is responsible for monitoring the day-to-day administration of the contract, providing technical guidance, inspecting and accepting/rejecting deliverables, and documenting performance and issues. It is crucial that the COR does not make commitments affecting price, quantity, or delivery and understands they are not the contracting officer, as the latter is the only individual authorized to modify a contract.

2.1.3 Store Management are responsible for requesting new work through the Service Order Management System (SOMS), signing work certificates and completed Preventative Maintenance (PM)

check lists, coordinating store support to work, and serves as the primary point of contact for completion of work orders.

2.2 System. The Government's desired outcome is to retain a complete electronic record of WOs submitted, approved, cancelled, rejected, accepted, and invoiced and master inventory of facilities and equipment requiring maintenance services in a single system. Failure to document in the government provided service order management system shall be considered non-performance.

2.2.1 DeCA currently uses an on-line service order management system (SOMS) to track and archive its facility and equipment maintenance. SOMS is a secure, web-based system, which will be used by the Government and the Contractor for services performed under this contract.

2.2.2 The Government reserves the right, at any time during the contract performance period, to change its service order management system. The Contractor shall transition to the new system of comparable functionality. A reasonable period for transition and training will be provided by the Government. The transition time line shall be established at the time of implementation of the new system. The transition shall be completed without additional cost to the Government.

2.2.3 If any WOs are processed by any means other than use of the SOMS or other system provided by the Government, such WOs shall be uploaded, recorded and tracked in SOMS.

2.2.4 The Government will provide training to Contractor personnel upon contract award. Training will enable management and labor personnel (i.e., technicians) to properly complete and submit the required information for work orders to include uploading supporting documents. Training will explain the workflow process to ensure work does not begin prior to approval. The Government will provide this training through a one-time training session for the Contractor's key personnel and trainers upon contract award. The Contractor is subsequently responsible for training all its new and existing employees.

2.2.5 The Government will review each submitted WO and cost estimate or proposal for adequacy, accuracy and reasonableness prior to approving, and will refer incomplete or inadequate submittals back to the Contractor for additional information or corrections. The Contractor shall re-submit the WO after the additional information or corrections has been completed.

2.3 Software. This requirement is not for the procurement of software. The Contractor shall use software that is compatible with the Government's software. The Government uses Microsoft Office Suite applications.

2.3.1 The Contractor shall be able to open, view, edit, and save documents received from the Government without data loss, system crashes, or decreased performance. The Contractor's software shall be capable of working with older versions enabling upgrades without losing access to existing data and applications.

2.3.2 The Contractor's documents shall be able to be opened, edited, and saved by the Government without data loss, system crashes, or decreased performance and not require extensive modification to be used by the Government's system.

2.3.3 Data corruption, system crashes, decreased performance or other issues resulting from the Contractor's software being incompatible with the Government's software shall be considered non-performance.

3 MAINTENANCE TYPES.

The Contractor shall provide Preventive Maintenance, Emergency Maintenance, and Unscheduled Maintenance services. Preventive Maintenance, Emergency Maintenance, and Unscheduled Maintenance services may result in repair, replacement or maintenance of facilities and equipment customarily used in the course of providing grocery resale products and services in supermarket facilities. For a list of types of items that are covered by this contract see Annex A. A list of items in the store that are not covered by this contract can be found in Annex B

3.1 Preventive Maintenance (PM). This service is defined as the act of performing regularly scheduled maintenance activities to help prevent unexpected failures in the future. PM encompasses services, inspections, and adjustments necessary to keep the maintained piece of equipment in proper working order. These services are initiated through work orders automatically generated in SOMS, in accordance with the uploaded PM.

3.1.1 The Contractor shall establish a PM program that identifies an inspection schedule for commissary facilities and equipment.

3.1.1.1 The Contractor shall complete a 100% inventory of facilities and equipment validating and updating the inventory list of facilities and equipment to be included in the PM program. The same inventory list will be used for Unscheduled Maintenance (UM) and Emergency Maintenance (EM) services. The current inventory can be found in Annex C. In addition to facilities and equipment, the Contractor shall inventory the refrigerant gases to include identifying type and charge for each piece of equipment included in the inventory list requiring refrigerant gases. Facilities and equipment included on the inventory list shall have a Contractor generated label attached to them at time of inventory list submission. If an inventory item is missing an inventory label, the Contractor shall produce the label and affix it to the item. The standards for labeling can be found in Annex D. The Contractor shall submit the verified inventory list to DeCA within 30 days of contract award. If the contractor finds discrepancies in the inventory, then the contractor shall make corrections. The corrected inventory list procedures can be found in Annex F.

3.1.1.1.1 DeCA will review the inventory list to ensure only facilities and equipment to be covered by this requirement are on the list. DeCA will inform the Contractor of any facility or equipment not covered and the Contractor shall remove the facility or equipment from the inventory list. Additionally, DeCA will inform the Contractor of any facility or equipment omitted from or new to the inventory list. The Contractor shall add the facility or equipment immediately to the inventory list to include generating and attaching a label to the facility or equipment.

3.1.1.1.2 The Contractor shall conduct a 100% inventory semi-annually and submit an updated inventory list not later than the last day of the half year to the inventory to the COR.

3.1.1.1.3 The Contractor shall ensure Contractor generated labels are attached new equipment

3.1.1.2 The Contractor shall provide and use PM checklists for services. The schedule shall also be annotated on the inventory sheet. The Contractor shall provide the month's PM schedule by the 1st workday of the month.

3.1.1.3 The PM checklists shall meet all applicable requirements of the laws, regulations, and standards stated and shall be updated to reflect changes as they occur. DeCA's standards require the following to be added to the PM checks.

3.1.1.3.1 For refrigeration and HVAC items, the PM checklist shall include functional cleaning of components. The functional cleaning includes, but is not limited to: removing dust, dirt, and debris from condenser coils, evaporator coils, and fans; and removing dust, dirt and debris from machine and technical spaces.

3.1.1.3.2 For fire extinguishers, the PM service includes all required inspections and certifications (stickers).

3.1.1.3.3 for all PM inspections, the inspection checklist shall have the item's manufacturer name, model number, serial number, and DeCA bar code, refrigerant F-gas, and F-gas charge (if they exist). If any of these data points disagree with the current inventory, the contractor shall include the discrepancy on the month's PM finding report.

3.1.1.4 For each task identified per each piece of equipment in the PM program, the Contractor shall follow the identified intervals of performance shown in the Exhibits by numeric identifier. The most common intervals are:

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|---|---|---|
| 1 = Annual | 6 = Bi Monthly | 12 = Monthly |
| 2 = Semi Annual | 11 = Monthly minus more complex Annual inspection | 26 = Bi Weekly |
| 4 = Quarterly | | 52 = Weekly |

3.1.2 The PM program shall include documenting PM services in SOMS.

3.1.2.1 The Contractor shall establish PM work order requests in accordance with the PM schedule prior to performing the PM service.

3.1.2.2 The Contractor shall perform the identified tasks according to the work order request and shall record observations, improper operational findings, corrective actions taken, and corrective actions recommended.

3.1.2.3 The Contractor shall provide copies of the completed checklists to store management within three days of completion of the tasks for Government review and signature.

3.1.2.4 The Contractor shall post copies of signed checklists and any supporting documentation to SOMS within seven days of completion and close out the work order.

3.1.2.5 The Contractor may invoice for PM services only after services are accepted in SOMS.

3.1.3 Quarterly, the Contractor shall, as part of the PM program, create a consolidated list of recommended corrective actions (any identified issues that cannot be corrected through the PM

service) from all the month's completed PM services. This list, also known as PM findings, shall be provided to the store management and COR. The list is due by the 7th day of the following month.

3.1.4 The PM program shall include a walk-through of the entire facility the first full week of each quarter. The Contractor shall report additional repairs, replacement, or maintenance, observations and conditions of non-PM facility fixtures (e.g., walls, floors, ceilings) identified. The contractor shall include the identified needed repairs as part of the monthly PM findings.

3.2 Unscheduled Maintenance (UM). This service is defined as maintenance activities or repairs triggered by unexpected equipment failures or issues that pose an immediate threat to safety, property, or operations. It requires immediate attention and action to mitigate risks and restore functionality. These services will be initiated by the Government.

3.2.1 The Contractor shall provide an estimate in SOMS to include supporting documents and photos within 14 days of receipt of SOMS work order with "proposal requested" status. This estimate shall be provided to DeCA at no cost.

3.2.1.1 The estimate shall be a firm fixed price and include contract labor, materials, and sub-Contractor services.

3.2.1.2 The estimate shall be in sufficient detail to enable the Government to determine the estimate is fair and reasonable. Multiple revised estimates may be necessary to come to agreement on a fair and reasonable price.

3.2.2 The Contractor shall not incur costs for the UM services until the SOMS work order status changes to "request for services" status.

3.2.3 The Contractor shall complete UM services within 45 calendar days of "request for service". If UM services cannot be complete within 45 calendar days due to reasons beyond the Contractor's control, then the Contractor shall inform the COR and annotate the reason on the SOMS work order.

3.2.4 The Contractor may invoice for UM services only after services are accepted in SOMS.

3.3 Emergency Maintenance (EM). This service is defined as maintenance activities triggered by unexpected equipment failures or issues that pose an immediate threat to safety, property, or operations. It requires immediate attention and action to mitigate risks and restore functionality. Unlike UM, EM services are ones that are necessary to stop a potential loss of life, personal safety or health, loss of refrigeration, loss of product, or facility security. These services are initiated by the Government.

3.3.1 The Contractor shall establish and maintain emergency response call telephone number. This telephone shall be manned 24 hours a day 7 days a week. EM services are initiated as a result of the Government calling the Contractor's emergency response telephone. The contractor shall provide this number at least 7 days before start of maintenance services.

3.3.2 The Contractor shall dispatch qualified personnel to the location requiring the EM service only if the request meets the DeCA's emergency criteria. See Annex E.

3.3.2.1 Contractor personnel shall arrive on site within three hours of the call.

3.3.2.2 The Contractor shall assess the issue and determine if the EM services will cost more than €3,000.00. The cost shall be a firm fixed price and include contract labor, materials, and sub-Contractor services. If the COR is unreachable, the Contractor shall perform the minimum work necessary (mitigating repair) to stabilize the emergency situation and prevent further damage or loss, and then await formal direction before proceeding with the full repair.

3.3.2.2.1 If EM services will cost more than €3,000.00, the Contractor shall contact the COR for guidance and direction before continuing. If the COR is unreachable, the Contractor shall perform the minimum work necessary (mitigating repair) to stabilize the emergency situation and prevent further damage or loss, and then await formal direction before proceeding with the full repair.

3.3.2.2.2 If EM services will cost less than or be equal to €3,000.00, the Contractor shall either correct the issue or make a mitigating repair.

3.3.2.3 The Contractor shall brief the store management on what was completed, additional work needed, and any mitigating requirements prior to departure.

3.3.2.4 The Contractor shall complete remaining work to bring the system back to fully operational within 45 calendar days. If EM services cannot be complete within 45 calendar days due to reasons beyond the Contractor's control, then the Contractor shall inform the COR and annotate the reason on the SOMS work order.

3.3.2.5 The Contractor shall document EM services in SOMS.

3.3.3 The Contractor may invoice for EM services only after services are accepted in SOMS.

3.4 Service Times. PM, UM, and EM services may be performed during any time the facilities are occupied by DeCA personnel. PM and UM repairs that interfere with normal sales operations may be performed at times other than normal sales operating hours. EM services will be performed at any time they are required (24/7), to include Saturdays, Sundays, and European Regional and Federal, and US Federal holidays.

3.4.1 The hours a DeCA facility is occupied varies by location. The Contractor shall coordinate with on-site store management. Hours occupied include local legal require for regular hours (i.e., Monday through Friday 7:30 AM to 4:00 PM daily).

3.4.2 The normal sales operations hours vary by location. The normal sales hours are posted and are the hours authorized patrons may be present in the facility.

3.5 Recommendations. The Contractor shall recommend any additional facility or equipment maintenance or repairs identified during the performance of PM, UM or EM, with the goal of minimizing emergency maintenance, preventing recurring issues, and operating in an energy efficient and cost-effective manner. The recommended list of additional repairs shall be included in the monthly PM findings list.

3.6 Repair by Replacement (RBR). Repair by replacement is a maintenance strategy where a broken part or component is replaced with a new one to fix an item, rather than repairing the original part. The Government reserves the right to require replacement in lieu of repairs via issuance of a separate Task Order.

3.6.1 RBR will be processed thru SOMS and follow the same procedures with a few exceptions. The offer shall be a more in-depth cost proposal and include schedule, materials, and labor. The approved cost proposal shall dictate the schedule.

3.7 Service Disruption. The Government reserves the right to halt some or all services as a result of other contractual requirements for services in or around the area maintenance services are provided. The Government will inform the Contractor when services may resume.

4 REQUIREMENTS.

4.1 Personnel. The Contractor shall provide labor, management, and supervisory personnel for PM, UM, and EM services.

4.1.1 The Contractor shall provide qualified labor, management, and supervisory personnel. Qualified personnel are personnel having relevant experience and appropriate qualifications to perform PM, UM, and EM services on DeCA's facilities and equipment. The contractor shall have sufficient technically qualified personnel to complete 70% of the requested work with its internal workforce. Qualified personnel may include electrical and refrigeration masters to supervise work by journeymen, as required by laws and regulations. The Contractor's personnel shall be able to and speak, read and write English sufficient to effectively communicate with Government personnel on-site, by phone, or by electronic mail (e-mail). Failure to provide qualified personnel will constitute non-performance.

4.1.2 The Contractor shall provide a Contract Manager (CM) and an Alternate who, on behalf of the Contractor, shall have overall responsibility for the performance of work performed under this contract.

4.1.2.1 The Contractor CM and an Alternate shall ensure: work is carried out in a timely manner; work is appropriately prioritized; parts and materials are ordered to meet contract requirements; and coordination with Contractor office staff and Government personnel.

4.1.2.2 The name and telephone number of the CM and Alternate shall be provided to the KO and the COR prior to the contract start date. The CM and Alternate's telephone numbers shall provide for 24-hour access by Government personnel.

4.1.2.3 The Contractor shall notify the KO within seven calendar days of a CM or Alternate change.

4.1.2.4 The CM or Alternate shall conduct site visits to each of the commissaries and verify that repair work or monthly PM is completed in accordance with the requirements stated herein. These site visits should be annotated in the QASP.

4.1.2.5 The CM or Alternate shall arrive at the site within four hours after receipt of a call from the Contracting Officer (KO) or Contracting Officer's Representative (COR) for situations that severely limit or prevent the commissaries' ability to operate or continue operations.

4.2 Tools and Equipment. The Contractor shall provide general and specialized tools and equipment for PM, UM, and EM services.

4.2.1 The Contractor's personnel shall be trained and certified, as required, to operate specialized tools and equipment used while performing PM, UM, and EM at no additional cost to the government.

4.2.2 The Contractor shall supply and ensure correct use of personal protective equipment (e.g., safety goggles, gloves, ear protection, respirators, steel-toed boots).

4.2.3 The Contractor shall ensure all tools and equipment meet relevant safety standards and are in good working order.

4.3 Parts and Material. The Contractor shall provide parts and materials for PM, UM, and EM services.

4.3.1 Parts and materials shall be in accordance with manufacturer's recommendations or best practice to ensure proper function, maintain warranty coverage, and ensure safety and reliability.

4.3.2 Parts and materials shall be Original Equipment Manufacturer (OEM) or if aftermarket, the quality shall be greater than or equivalent to the OEM.

4.3.3 Materials include repair parts, expendable supplies, cleaning materials, sub-contractor effort, procurement effort (ordering and delivery), disposal of waste and any other component of a services that is not contractor labor.

4.3.4 Receipts or other purchase records documenting purchase date, price, and where the item was purchased shall be retained for the purposes of warranty claims, future maintenance, and refund or replacement for a defective part. The contractor shall upload all of these documents into SOMS with the work order.

4.3.5 Administration and Reporting (ADR). All contractor efforts that are outside PM, UM, and EM shall be considered a part of ADR. These efforts include: program management, QC, contract management, contract work supervision, SOMS processing, employee travel, milage, inventory efforts, EM call line, reporting, and administration.

4.4 COMMUNICATIONS AND REPORTING.

4.4.1 Communications. Correspondence shall be in English. Correspondence includes oral and written communications. Written correspondence includes reports, copies of subcontracts, and supporting documentation required for payment or services.

4.4.2 Documents. The Contractor shall provide to the Government an English version of documents developed in performance of this requirement originally written in a foreign language. The English translated version will be considered the official copy of the document for purposes of managing this contract. Inclusion of the original document text in its native language is allowed to enable a full review of the original document.

4.4.3 Reports. The Contractor shall provide monthly, quarterly and periodic reports. All currencies, dates, and numbers shall use the standard US military conventions when used in an English original or translation.

4.4.3.1 Within 30 days of contract start, the Contractor shall provide the following reports:

- Verification and update of inventory
- Inventory of refrigerant;
- Annual PM schedule
- Phase-in plan

4.4.3.2 Monthly the contractor shall provide the following reports:

- Summary of all work completed with summary of work to be billed with next invoice (due with invoice);
- Summary of funds remaining on the contract or task order (due with invoice); and
- Monthly PM services list (due 1st work day of the month).

4.4.3.3 Quarterly the contractor shall provide the PM finding report, including walk-thru findings and additional work discovered during UM and EM services (due 7th of the following month);

4.4.3.4 Semi-annually the contactor shall provide an update to the inventory report. Due by the last day of the half year to the inventory to the COR.

4.4.3.5 Annually the contractor shall provide the refrigerant leak report. If there were no leaks, then a report stating so shall be submitted. This report is due by the 30th of January.

4.4.3.6 The contractor shall, within seven days of discovery, report any items requiring addition to the inventory and request an inventory number.

- PM finding report, including walk-thru findings and additional work discovered during UM/EM service
- Monthly PM services list

4.4.3.7 The contractor shall provide the following reports with 7 days of discovery

- Item needing adding to inventory and request for inventory number

4.4.3.8 For a summary of Reports see Annex G

4.4.4 Emergency calls. The Contractor shall provide at least one telephone number for receiving emergency calls. This may be either a normal office number or a cell phone. The emergency number must be monitored 24 hours per day seven days per week. The Contractor shall have dedicated staff to manage the calls under the contract and the specific requirements included. The Contractor shall provide the number at least 7 days before start of maintenance services .

4.5 ON-SITE REQUIREMENTS.

4.5.1 The Contractor shall provide and maintain a visitation log for each facility separately. The visitation log shall remain in the applicable facility's administration office. The visitation log and contents become the property of the Government when provided.

4.5.1.1 Each Contractor employee and sub-Contractor employee must sign-in upon arrival each day and sign-out upon departure each day.

4.5.1.2 Technicians including sub-Contractors shall sign in and out of each facility separately for each task and each time they enter and exit the building including for trips to pick up materials.

4.5.1.3 Monthly, the Contractor shall provide the COR a summary of all work performed at the store.

4.5.2 The Contractor's personnel performing on-site services to include visits shall obtain installation access for commissary location sites.

4.5.2.1 The Contractor shall provide complete installation access application packages to include completed installation access application forms, copies of acceptable identification as required for by installation access application procedures, and copies of local records or background checks in accordance with installation access application procedures. The Contractor shall provide request for new passes within 30 days of contract start. The Contractor shall provide request for renewal of passes 60 days before the current pass expires.

4.5.2.2 Only direct employees of the Contractor may be issued installation access passes. Specialists or sub-Contractors may be signed on to the installation.

4.5.2.3 Failure to perform services as a result of untimely requests for installation access, incomplete applications, missing required supporting documents, or denied entry will be considered non-performance.

4.5.3 The Contractor personnel shall be readily identifiable via a standard company uniform, wear appropriate safety gear and shall display a visible ID badge with photo whenever in the facility unless it presents a safety hazard when performing work. A valid installation pass is acceptable as an ID badge.

4.5.4 Closed shoes are required in DeCA warehouses and safety shoes are always required.

4.5.5 The Contractor personnel (i.e., technicians and visiting personnel) upon arrival and at time of departure shall brief on-site store management regarding the current status of ongoing work, completed work, and expectations for completion of on-going services. The briefing shall be conducted in English. The Government expects each briefing shall take no more than 10 minutes.

4.5.5.1 Upon arrival, Contractor personnel shall brief on-site store management of the services the Contractor intends to work on for that day. The Contractor shall coordinate during this briefing any requirement for DeCA to support the service (e.g., remove products from case, shifting storage items, providing keys, closing areas).

4.5.6 The Contractor shall keep work sites and storage locations neat and orderly. The Contractor shall not stockpile excessive repairs parts nor reserve parts. The Contractor shall clean worksites upon completion of the service. The Contractor shall properly dispose of any work debris and no longer serviceable parts.

4.5.7 The Contractor shall obtain and maintain required permits, licenses, badges, fees, signs and barriers in performance of the work under this contract at no additional cost to the Government.

4.5.8 The Contractor shall bear the costs for wear and tear on tools and cleanup and removal of debris at no additional cost to the Government.

4.6 SAFETY PLAN.

4.6.1 The Contractor shall develop a safety plan that delineates the processes and procedures the Contractor uses to prevent accidents and preserve the life and health of Contractor and Government personnel and the public and protect work and property. The Contractor's safety plan shall be submitted with-in 90 days after contract start date.

4.6.2 The Contractor's safety plan shall fully comply with local and EU regulations and directives plus applicable Service regulations. The Contractor shall designate personnel to be responsible for administration of safety.

4.6.3 The Contractor shall update the plan as changes occur and shall submit a copy of the updated plan to the Contracting Officer with-in 30 calendar days of the proposed effective date of the updated plan.

4.6.4 The Contractor is responsible for completing and providing any safety, accident, or incident notifications required by host installation and host nation authorities with proof of compliance with this requirement via a communication to the Contracting Officer.

4.7 CONTRACTOR LIABILITY.

4.7.1 PM, UM, and EM services include maintaining refrigerated equipment. The Contractor shall be responsible for the refrigerants.

4.7.2 The Contractor shall maintain accurate and up-to-date records detailing at a minimum: date of service, type of refrigerant, quantity added, leak inspections, reportable leaks, date of recovery, type of refrigerant, quantity recovered, quantity transferred, and location of appliance. This report is due annually on January 30$^{th}$.

4.7.2.1 The Contractor shall maintain a copy of refrigerant records on-site.

4.7.2.2 The Contractor shall maintain a separate record for each piece of equipment that can accept 3kg or more of refrigerant or statutory limit if lower regardless of type of refrigerant.

4.7.3 The Contractor shall incorporate changes to laws, regulations, and policies into its operations involving refrigerant and is responsible for complying with such updated requirements.

4.7.4 In the event of a refrigerant loss caused solely by force majeure or Government negligence, the Contractor shall submit a request for equitable adjustment to the KO for labor and materials associated with refrigerant replacement.

4.7.5 The Contractor shall provide an annual report of refrigerant gasses lost to the atmosphere. The report will include all refrigerant containing devices maintained under this contract.

4.7.5.1 The report shall include a worksheet listing: store name, device, inventory number, refrigerant gas type, amount of gas lost and added to the system, and date of loss and fill.

4.7.5.2 This report does not need to include gasses that are removed and properly decanted into storage bottles and then replaced. The report is due 30 January and shall cover the previous calendar year.

4.8 CONTRACT PHASE-IN

The Contractor will undergo a mandatory 30 to 45-day Phase-In Period upon contract award. The objective is to ensure full operational readiness before assuming maintenance duties. The phase-in shall end once the contractor phase-in requirements and is capable of providing EM/UM/PM services

4.8.1 Key Phase-In Requirements

- Inventory verification
- Provide COR inventory discrepancies
- Inventory refrigerant
- Establish annual PM schedule
- Produce sample PM check list for each item code that requires PM
- Establish Emergency Call number
- Provide documentation for base passes

4.9 CONTRACT CLOSEOUT SUPPORT.

4.9.1 The Contractor shall, after deliverables have been received and accepted, provide necessary closeout support to the Government. The closeout support shall include but not be limited to, the development and delivery of a closeout package to be provided at the end of contract performance.

4.9.2 The Closeout Package shall include but is not limited to the following:

- Statement of outstanding Contractor issues, including knowledge of potential future claims
- List of unresolved contract actions
- List of Contractor representatives, with contact information, that will support the closeout process
- Inventory list of facilities and equipment
- Plan for submitting final invoices for remaining task orders
- Plant and property clearance reports, as applicable
- Summary narrative of unresolved subcontracts
- All applicable warranty documents
- Badges and installation access passes issued by the Government for Contractor employees and sub-contractors

5 QUALITY CONTROL PROGRAM.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The Contractor's Quality Control Program shall ensure only services that meet the terms of the contract are tendered for acceptance.

5.1 The Contractor shall provide to the KO a Quality Control Plan (QCP) for services provided herein within 30 calendar days of the Notice to Proceed and at the beginning of each subsequent performance period, as applicable. If the QCP is updated more frequently, then the updated QCP shall be provided within seven calendar days.

5.2 The Contractor shall ensure the QCP is compliant with guidance.

5.3 The Contractor shall retain a copy of the QCP inspections conducted including the recommended corrective actions taken or to be taken at each facility.

5.4 The Contractor shall submit copies of quality control inspections on a quarterly basis demonstrating compliance with this requirement. All QCP and related documentation shall be made available to the Government upon request during the term of the contract.

5.5 The QCP shall, at a minimum, include: a system of checklists; an inspection methodology to include sampling methodology; a corrective action program; a lock combination plan; and inspection schedules by on-site supervisory personnel or by one or more qualified third parties.

5.6 The Government will monitor the Contractor's performance in accordance with the Government's Quality Assurance Surveillance Plan (QASP). Government surveillance may include periodic inspections, validation of reports, and customer feedback.

6 WORKMANSHIP AND WARRANTY

6.1 General Workmanship. All work performed under this contract shall be executed by qualified personnel in a professional, high-quality manner, consistent with best commercial practices and in accordance with all applicable codes and standards.

6.2 Contract incorporates all warranty/conformity aspects of European Union Directive 2019/771. Warranty shall provide for 2-year legal guarantee for all supplies under this contract. Warranty covers material and legal defects. Non-performing supplies must provide remedy with repair/replacement. Any failure or performance failure resulting from an incorrect installation of the goods should be regarded as a lack of performance, where the installation was performed by the seller (or sellers' control).

6.3 The contractor shall have 7 days to correct non-conforming workmanship or supplies. If the Contractor fails to correct non-conforming work or supplies, DeCA may cancel the work order with the non-conforming workmanship or supplies with no payment for any work under the work order.

6.4 Exclusions. This Contractor warranty shall not apply to any failure caused by: (a) Government misuse or negligence; (b) normal wear and tear on components not replaced by the Contractor; (c) pre-existing conditions not part of the specific repair; or (d) acts of force majeure.

6.5 Manufacturer's Warranties. The Contractor shall ensure that all manufacturer's warranties for parts and equipment installed under this contract are passed through to the Government. The Contractor shall be responsible for obtaining, managing, and executing these warranties on behalf of the Government.