

SECTION 3 GENERAL CONDITIONS

3.1 USE OF GOVERNMENT PREMISES:

3.1.1 The contractor may store supplies and equipment only in those areas designated by the Contracting Officer, or their authorized representative.

3.1.2 The Government will not be responsible in any way from damage occasioned by fire, theft, accident or otherwise to the contractor's stored supplies, materials or equipment; the supplies, materials or equipment kept in the building or buildings on the Center; or the Contractor's employees' personal belongings brought to this Center.

3.2 **PROTECTION FROM DAMAGE:** In addition to FAR 52.236-9 "Protection of Existing Vegetation, Structures, Utilities, and Improvements", the Contractor shall take all the necessary precautions to protect Government equipment and property at the job site, and shall be responsible for any damage to the equipment and property that may occur as a result of his negligence in connection with the prosecution of the work performed. Damage to Government equipment or property shall be repaired by the Contractor at his expense.

3.3 **MATERIALS AND EQUIPMENT:** Material and equipment used in the maintenance and repair under this statement of work shall be the standard products of a manufacturer regularly engaged in the manufacture of the products, and shall have been in satisfactory use for at least 2 years prior to use under this statement of work. All materials and equipment used in performance under this contract shall be new and shall be in compliance with respective manufacturer specifications. The Contractor shall retain parts replaced for at least ten (10) days after completion of any job, and make these parts readily available for inspection by the Government Inspector upon request.

3.4 **WORKMANSHIP:** In addition to the "Material and Workmanship" clause under FAR 52.236-5, the following shall also apply:

3.4.1 Details of workmanship shall be in accordance with the highest standards and best practices of the respective trade as recognized by respective Contractors' Association.

3.5 UTILITIES:

3.5.1 Water: Government water systems and supplies are adequate for the needs and use of the contractor as well as the Government. All reasonable required amounts of water will be made available to the contractor from such existing water system outlets and supplies without cost to the contractor for the water consumed.

3.5.2 Electricity: All electrical current which the contractor may reasonably require in performing the contract will be furnished at Government expense on condition that all necessary temporary

lines will be furnished, connected, installed and maintained by and at the expense of the contractor. Any such temporary connections will be subject to the approval of the Chief, Facilities Engineering Division or his designated representative. Upon completion of the contract, such temporary lines will be disconnected and removed by and at the expense of the Contractor.

3.6 DISRUPTION OF SERVICES: A minimum of one week prior to commencing work on any specific systems the Contractor shall notify the Government Inspector in writing of all service interruptions that must be made to the water/electrical systems and the estimated period of time the system will be out of service. Interruptions shall be kept at a minimum and at the time and for the duration approved by the Government Inspector.

3.7 SITE INVESTIGATION: The contractor shall visit the site of the work to confirm the nature and location of the work; the general and local condition, accessibility to locations where work must be accomplished, location of water lines, electrical conduit, installed equipment and other items affecting execution of this work; structural details of the building(s); limitations on time of work; availability of labor, character of equipment, supplies and facilities needed preliminary to and during execution of the work; and all other matters on which information is reasonably obtainable and which can in any way affect the work or the cost thereof under this contract. Any failure by the contractor to acquaint himself with all available information will not relieve him from responsibility for estimating the difficulty and cost of properly performing the work. A one time site visit for all prospective contractors will be arranged by the Contracting Officer.

3.8 VERIFICATION OF DIMENSIONS: In addition to the "Site Investigation and Conditions Affecting the Work" clause under FAR 52.236-3, the Contractor shall familiarize himself thoroughly with all details of work and working conditions and verify all critical dimensions and other data in the field.

3.9 CLEAN-UP AND DUST CONTROL: The Contractor shall comply with FAR 52.236-12, "Cleaning-Up". In addition, upon completion of the work at the end of each work shift, the Contractor shall leave the premises in a clean and neat condition satisfactory to the Government Inspector.

3.10 DEBRIS CONTROL: The Contractor shall remove debris and rubbish from Government property daily, unless otherwise directed. Materials that cannot be removed on a daily basis shall be stored in areas specified by the Government Inspector. The Contractor shall remove and transport debris in a manner as to prevent spillage on streets or adjacent areas. All local regulations as to hauling and disposal of materials apply.

3.11 CHANGES: The Contracting Officer is the only Government representative authorized to make findings, changes and decisions concerning the terms of the contract which may involve an alteration in the scope or any change in cost. All deviations from the terms and conditions of the contract must be agreed to in writing by the Contracting Officer.

3.12 INSPECTION: The Chief, Facilities Engineering Division, or his representative will be the inspector.

3.13 SMOKING POLICY: Smoking is not permitted in any building at DSCC. Smoking is limited to designated outdoor areas.

3.14 CONTRACTOR EMPLOYEES: The Government reserves the right to require the contractor to remove from Center any employee(s), including all subcontractors, whose actions are deemed unacceptable.

3.15 CONTINUITY OF OPERATIONS: The Contractor shall maintain, without interruption, the services defined in this specification. In the event that Contractor employees strike, the contractor shall obtain (at the Contractor's expense) qualified outside employees to continue the services described in this statement of work.

3.16 Contractor Phase-In/Phase-Out: To ensure an orderly and smooth transition (without disruption in service) of the operational, maintenance, and repair responsibilities for the mechanical equipment and systems at both the beginning and end of this contract, a phase-in/phase-out period will be allowed.

3.16.1 Contractor Phase In at Start of Contract: Up to thirty (30) days prior to the start of the contract the contractor will be allowed to bring his/her employees on site to become familiar with the operation, maintenance and repair of the mechanical equipment and systems covered by this contract. The purpose of the phase in period is to allow the contractor an opportunity to make necessary preparations to ensure uninterrupted performance at the start of this contract. The contractor shall develop a phase in plan for submittal to the contracting officer for approval, fifteen (15) days after the contract award date.

3.16.2 Contractor Phase-Out at Expiration of Contract: At a minimum of sixty (60) days prior to expiration of this contract, after selection of a successor, the incumbent contractor (and such successor contractor) shall jointly develop a phase-in and phase-out plan. The incumbent contractor agrees to provide phase-in/phase-out services for a period not exceed sixty (60) days. The phase-in/phase-out period may commence sixty (60) days prior to the expiration of this contract term or any extension thereof. The incumbent contractor shall maintain continuity and performance of all services required under this contract during this period. If the successor and incumbent contractors cannot agree to a phase-in/phase-out plan, the government has the right to bring in its own employees or other parties to accomplish the phase-in/phase-out. The contractor shall develop a Phase-Out Plan for submittal to the CO for approval fifteen (15) days after contract award date.

3.17 CONTRACTOR PAYMENTS: The contractor shall invoice monthly for all work performed under this contract. The contractor shall submit a detailed invoice based on the quantities and categories listed in the bid schedules. Each invoice shall include an invoice number and the contract number. Invoices are required to be submitted electronically via Wide Area Work Flow (WAWF).