SECTION 01 11 00
BASE UMBRELLA CONTRACT STATEMENT OF WORK
07 December 2021

1. **DESCRIPTION OF WORK:**

Provide all labor, equipment, and materials (except as indicated otherwise noted in the specific Task Order) and perform all work in strict accordance with the Task Order Statement Of Work (SOW), Specifications and Drawings required for this Multiple Award Task Order Contract (MATOC). The MATOC is for Specialty Contractors with the North American Industry Classification System NAICS Code 238220 Plumbing, Heating and Air Conditioning for repair and minor construction work on real property at Joint Base Lewis-McChord (JBLM). The work is required in support of Public Works (PW) activities headquartered at Joint Base Lewis-McChord (JBLM). During the contract period, the Government will identify tasks required to complete each specific job and will issue Requests for Task Order Proposals (RTOP) to all the Contractors. The Contractor shall be required to furnish all materials, equipment and labor necessary to manage and accomplish the Task Orders (TO). The Task Orders will include construction, repair, and service tasks in the mechanical discipline. Mechanical work may include replacement, installation, repair and service of boilers, HVAC systems, plumbing, building control systems, Testing, Adjusting and Balancing of mechanical systems (TAB), and mechanical equipment. Associated incidental carpentry, painting, fencing, demolition, asbestos and lead abatement, and environmental clean-up may be required with the mechanical task orders. The task order work will be comprised of approximately 95% construction and repair work and 5% services.

1.1. Area Description:

1.1.1. The work will be performed on facilities at Joint Base Lewis-McChord (JBLM), Washington.

1.2. The Principal Items to be Accomplished under individual Task Orders:

1.2.1. Replace or repair mechanical systems or components of a system as per the Task Order SOW, which may include incidental work to the building's finishes, structure, civil or electrical components or systems. See Section 5 for Task Order process.

1.2.2. Provide service work to mechanical systems or components of a system which may include incidental work to the building's finishes, structure, civil, or electrical components or systems. Service work may include but not be limited to; equipment and system inspections, tuning, cleaning, and preventive maintenance.

1.2.3. Provide "as-built" drawings as required by Task Order.

1.2.4. Perform other work necessary as described in the Task Order.

1.2.5. The Contractor shall be responsible for providing a complete and useable product and/or system and shall be responsible for accomplishing all tasks incidental to the completion of the Task Order requirements. Requirements for a complete and useable product and/or system which are not explicitly called out in the SOW but reasonably discernable via any method other than destructive testing shall be considered a requirement of the Task Order.

1.3. Period of Performance:

1.3.1. The Period of Performance for the Base Umbrella Contract shall be five years from the date of award. Each Task Order Period of Performance shall be determined in the SOW and shall start at notice-to-proceed (NTP) of the individual Task Order. Task Orders typically do not exceed 180 calendar days.

1.3.2. The Period of Performance for each individual Task Order is the period between TO NTP and the time all work under the TO is complete. The period of performance will be defined for each TO.

2. DRAWINGS , SPECIFICATIONS, AND CODES:

2.1. Drawings:

2.1.1. Drawings applicable to all work performed under this contract will be provided with individual Task Orders.

2.1.2. Verification of the accuracy of the drawings is the responsibility of the Contractor. The Government cannot confirm the accuracy of any drawings presented to the Contractor.

2.2. Specifications:

2.2.1. Specifications applicable to all work performed under this contract will be provided with individual Task Orders.

2.3. Codes:

2.3.1. The Contractor shall comply with all pertinent Local, State, and Federal building life/health/safety codes as listed in the individual Task Order. Typical codes include the following with the Task Order having specific applicable codes:

2.3.1.1. Applicable Unified Facilities Criteria (UFC)
2.3.1.2. UFC 1-200-01: General Building Requirements
2.3.1.3. UFC 1-200-02: High Performance and Sustainable Building Requirements
2.3.1.4. ASA IE&E SDD policy
2.3.1.5. UFC 1-201-01 Non-Permanent DOD Facilities in Support of Military Operations
2.3.1.6. EM 385-1-1 (http://www.publications.usace.army.mil/USACEPublications/EngineerManuals.aspx)
2.3.1.7. National Electrical Code, NFPA 70
2.3.1.8. National Fire Protection Association (NFPA) Codes
2.3.1.9. Telecommunication Industry Association/Electrical Industry Association Wiring Standards (Building Telecommunication Wiring Standards)
2.3.1.10. Army Installation Information Infrastructure Architecture Policy (I3A)
2.3.1.11. JBLM Design Standard specifications (http://www.lewis-mcchord.army.mil/designstandards/)
2.3.1.12. JBLM 420-1
2.3.1.13. JBLM Master Plan, which includes Architectural Appearance Standards
2.3.1.14. PWE-707, Standard Operating Procedure for Construction and Demolition (C&D) Waste Planning and Reporting (Available through Government Project Manager)
2.3.1.15. National Pollutant Discharge Elimination System (NPDES) small Municipal Separate Storm Sewer Systems (MS4) Permit No. WAS-026638. Use guidance documents found at

https://home.army.mil/lewis-mcchord/index.php/my-Joint-Base-Lewis-Mcchord/all-services/public_works-environmental_division/stormwater.

2.4. Additional Requirements:

2.4.1. The Contractor shall comply with the requirements of all technical exhibits, appendices, specifications, and any other documents included as part of this contract.

3. CONSTRUCTION PHASING:

3.1. Government use of the facilities is anticipated while the work under this MATOC is being performed. The work shall be planned and accomplished so as to minimize interference and inconvenience to building occupants and agencies in the vicinity and to other craftsmen who may also be working in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

3.1.1. In the event of a conflict between the Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other contracts, the Contracting Officer (KO) shall attempt to resolve the conflict and the KO's decision shall be final.

3.2. All work shall be scheduled and coordinated with the Government Project Management Team or their designee at all times.

3.3. The Contractor may not block traffic, roads, access routes, or exits without prior coordination with the Project Manager or other authorized Government representative.

3.4. Construction restrictions shall be identified as required and indicated on individual Task Orders. Utility outages require a 14 calendar day advanced notice.

4. CONTRACTOR'S PRICING:

4.1. Construction and Repair work shall include the applicable Davis – Bacon Wage Rates. When it is necessary to add a general wage decision not included in the Base Contract, the applicable wage decision may be added by modification to the Base Contract.

4.2. Service work shall include Service Wage Rates. New Service Wage Rates will be incorporated as required by modification to the Base Contract.

4.3. When required, proof of performance and payment bonds must be submitted and approved prior to issuance of task order notice to proceed.

5. ORDERING AND PROCESSING PROCEDURES FOR TASK ORDERS:

5.1. When the Government requires work, the Government will issue a RTOP to all MATOC holders requesting a price from the Contractor for a "one job, lump sum" Task Order.

5.1.1. The Government will provide to all MATOC Contractors a RTOP with a Task Order SOW describing the work to be performed, which may include special instructions and conditions and if applicable, a complete set of sketches or construction drawings for that Task Order. Contractors will not be reimbursed for any pre-Task Order costs, including but not limited to proposal preparation or attendance during the site visits.

5.1.2. The Contractor shall attend a preproposal site visit. These site visits will be set up by Government personnel and should be included in the RTOP documentation. The Government reserves the right to adjust, amend, or otherwise alter the original SOW due to information acquired via the project site visit. Any updates to the SOW will be distributed to all Contractors. These updates may initiate a revised proposal due date.

5.2. Contractors shall respond within the duration stated on the RTOP. Durations in which the Contractors shall respond will be on a per Task Order basis. Responses shall be made by submitting a proposal that contains the following information:

5.2.1. Confirmation that the project performance period stated in the SOW can be met.

5.2.2. Project Cost. The Contractor shall submit a project cost breakdown by Contract Line Item Number (CLIN) on the provided Bid Schedule. Contractor shall ensure each CLIN is proposed as a separate and full cost from any other CLIN. Based on funding, the Government may choose to award all CLINs on a project or only certain CLINs.

5.2.3. Project Proposal Breakdown. Contractor shall provide a project proposal breakdown for each CLIN on the RTOP. The Proposal Breakdown form will list construction disciplines for the Contractor to breakout the cost elements for each CLIN. See Appendix L for a sample form.

5.2.4. Proposal Support Documents. The Contractor may be required to produce any supporting technical calculations or any other data required by the KO in order to allow the Government to verify the understanding, accuracy, and validity of the Contractor's bid. Examples of documentation that might reasonably be expected include but are not limited to sketches, drawings, calculations, specifications, and catalog cuts. The extent of these support documents will depend on the complexity of each TO. The KO shall be the determining authority as to what data is needed from the Contractor on individual TOs. The data required may vary with each TO. Not all RTOPs will require proposal support documents.

5.2.5. Submittals at time of Proposal. At the KO's discretion, the RTOP may require specific submittals to be included in the Contractor's proposal which will then become part of the contract documents. These submittals may include material/product submittals, work plans, or any other submittal deemed necessary for validating the Contractor's proposal or expediting the submittal process of the Task Order.

5.3. The KO (or authorized representative) will review the Contractor's cost proposal and proposal documents. If there are any errors or omissions amongst the proposals, the Government may request clarifications or send questions. The Contractor is expected to quickly respond to these questions and/or clarifications. At times, the Government may request a meeting to help clarify a proposal.

5.4. Issuance of Orders: Upon award of a Task Order, the signed copy will be electronically forwarded to the Contractor. Failure to receive electronic orders shall not relieve the Contractor of completion in accordance with the Task Order. The Contracting Officer may provide verbal NTP for the work in advance of issuing the Task Order, the NTP may be the date the Task Order was issued, or the NTP may be delayed and issued under separate cover. The Task Order completion schedule shall be based on the issuance of NTP, verbal or written.

5.5. Option Item(s): For evaluated option item(s) in a Task Order that are not exercised at the time of Task Order award, the Task Order will specify the number of calendar days that the Government has to exercise the option item(s) and whether or not those option item(s) will extend the Task Order's Period of Performance and by how many days it is to be extended.

5.6. Priorities and Completion: Work shall be completed within the Performance of Period indicated in the SOW. The KO may revise the completion dates of ongoing work or revise a sequence of priorities for completion of a series of TOs. The SOW may indicate that certain CLINs be completed prior to other CLINs on a per TO basis.

5.7. Failure to submit a proposal; "non-responsive". It is expected that each MATOC Contractor submit a proposal on time for every issued RTOP. The Contractor shall immediately inform the Contracting Specialist if they will not be submitting a proposal or request an extension with a specific reason. Not submitting a proposal may affect the Contractor's Performance Assessment Report (CPAR) evaluation and requested Past Performance Questionnaires (PPQ) and result in possible removal from the MATOC pool of Contractors.

5.8. Government Acceptance of Work. Upon completion of the all the work required within each Task Order, the Contractor shall schedule the appropriate inspections in accordance with (IAW) Section 01 45 01 of the contract documents. Upon Government acceptance of all work, the project site shall be turned over to the Government and the project shall be 95% complete. The Contractor shall submit all required closeout submittals, as called out in the Task Order. Once all closeout submittals are accepted, the Task Order shall be 100% complete.

5.9. Warranty of Work. Contractor shall provide a 1 year warranty on all aspects of the work performed under each Task Order (materials, labor, installation, etc.). Following written notification by the Contracting Officer or their representative, the Contractor shall respond to any warranty issues within the timeframe specified in the notification. Upon completion of the warranty call, the Contractor shall submit a report detailing the cause of the warranty problem, date reported, corrective action taken, and when the repair will be/was completed. During the time that the contractor is notified of the warranty issue and its resolution, the warranty period for the associated features of work/materials will pause. Once repairs are complete the warranty for those features of work/materials will restart from the beginning of the 1 year period. The warranty period for all non-related items part of the same project remains unchanged. Example: if the Contractor replaces a boiler system and 6 months into the 1 year warranty period a ball valve starts leaking, the Contractor will be required to replace the valve and any other materials damaged due to the leak (insulation, etc.). The 1-year period on these items will start from the beginning but the warranty for the other items (boiler, pumps, etc.) will remain unchanged and be 6 months into the 1-year warranty in this example.

5.9.1. The Contractor may be required to provide a warranty management plan as closeout submittal and participate in 4- and 9-month warranty inspections with DPW on a per Task Order Basis.

6. **LIQUIDATED DAMAGES:**

6.1. If the Contractor fails to complete the work within the time period specified above, liquidated damages in the amount of $362.50 per calendar day will be assessed, in addition to any amount noted in the Task Order.

7. **GOVERNMENT FURNISHED MATERIAL/EQUIPMENT:**

7.1. Any Government furnished material or equipment will be discussed per the Task Order SOW.

8. **ANTI TERRORISM (AT) AND OPERATIONAL SECURITY (OPSEC):**

8.1. **AT Level I Training**:
All Contractor and their subcontractors required to work on JBLM shall complete AT Level 1 awareness training prior to commencing work on JBLM. The Contractor shall submit a signed company letter stating the

annual AT Level 1 training has been or will be completed by all employees and subcontractors prior to commencing any work on JBLM. Training certificates shall be maintained and be available for inspection. Compliance may be verified by Government QAR. AT Level 1 awareness training is available at the following website: https://jkodirect.jten.mil.

8.2. **Access and General Protection/Security Policy and Procedures:**

All Contractor and all associated sub-Contractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by Government representative). The Contractor shall comply with Joint Base Lewis-McChord security regulations: JBLM Regulation 210 1, JBLM Post Regulations, Chapter 7, section XVII; JBLM Regulation 190-13, Access to and Conduct While on the Joint Base Lewis-McChord; and JBLM Regulation 190-5, Installation Traffic Code. Contractor employees shall display either Contractor provided identification badges or the AIE Long Term Badge issued by JBLM. If the Contractor does not have an AIE Long Term Badge, they shall develop a Contractor-provided identification badge made of nonmetallic material, easily readable and include the employee's name, the Contractor's name, and a recent color photograph of the employee. The first step to obtain an AIE Long Term Badge (12 months) is to ensure the Contractor's corporation is on the DES Contractor Access List (CAL) with the correct dates for the contract/task order, the Contractor will request through the PM/COR to be placed on the CAL. Both USACE and PW have POCs for the PM/COR to process CAL additions. The second step is for the Contractor to provide a copy of the company's personnel roster of those requiring badges (showing full name, date of birth, company name, position in company, how often do you come on post, what hours do you access post, what days of the week, and email address) to the PM/COR who will process the list through the USACE or PW POC to DES. If the individuals on the list require access outside of 0700-1700 Monday to Friday this shall be annotated on the list. The third step is to request AIE Long Term Badges using the AIE LONG TERM BADGE REQUEST FORM. The form will require a Government employee signature and is turned in at the Waller Hall vehicle registration center. Contractor personnel shall wear the identification badge at all times when performing work under this contract at a Government site, including while attending Government meetings that may take place outside the Government facility. Each Contractor employee shall wear the identification badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

8.3. **Real ID Act:**

Joint Base Lewis-McChord is in compliance with the REAL ID Act of 2005. This means visitors presenting drivers licenses and Identification cards stating "Not Valid For Federal Purposes" or "Federal Limits May Apply" will need to provide supplemental documentation to prove identity (see link below) in order to be issued a temporary installation pass or a AIE long term pass. If a visitor requesting access does not have REAL ID Act compliant form of identification and cannot provide supplemental identity proofing documents, they must be escorted at all times while on the installation. Each time the pass or AIE long term pass is renewed the supplemental documentation will need to be provided again. For the most current information concerning state-by-state compliance with the REAL ID Act, visit:
HTTPS://WWW.DHS.GOV/CURRENT-STATUS-STATES-TERRITORIES.

8.4. **iWATCH:**

All Contractor employees and their subcontractors required to work on JBLM shall complete iWatch training prior to commencing work on JBLM. The Contractor shall submit a signed company letter stating the one-

time iWatch training has been or will be completed by all employees and subcontractors prior to commencing any work on JBLM. Compliance may be verified by Government QAR. iWatch training is available at the following website: https://www.army.mil/standto/2018-07-25, or the Contractor can navigate straight to the video at https://www.dvidshub.net/video/583923/iwatch-2018. This training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity. Report the suspicious activity to the JBLM Fusion Center (CRIMINT) 253-966-7303/7320, 911 or usarmy.jblm.imcom.list.des-fusion-cell@army.mil. The "Report Suspicious Activity" flyer will be posted at the job site.

8.5. **OPSEC:**
Operations security (OPSEC) denies adversaries sensitive information, critical information or essential elements of friendly information. This information requires special protection from disclosure that could compromise or cause a threat to our National Security, an Army organization, activity, family member, DA civilian, or DOD Contractor. OPSEC is everyone's responsibility that comes in contact with the information. Information that is described below must be controlled, and if the information is in digital or hardcopy format, it needs to be destroyed at contract completion. Control includes not disclosing the information to personnel who do not have the need to have this information; if digital, do not post in a manner open to the public (on cloud storage or publicly available site) and if hard copy secure in a locked area (office, trailer, vehicle, etc…) Examples which may be deemed sensitive include but are not limited to information related to:

- Unit structuring
- manning
- equipment
- Training and readiness
- vulnerabilities
- deploying
- acquisition plans
- capabilities
- morale
- administration and personnel
- Military Operations Planning
- intelligence, counterintelligence
- security
- logistics
- financial data and funding
- Drawings, blue prints, as-builts and designs
- utility systems information (electrical, water, waste water, storm water, gas, communications)

8.5.1. Handle any attempt by unauthorized personnel to solicit sensitive information (for example computer breach or questioning employees on or off JBLM) as a Threat Awareness and Reporting. Program (**TARP)** incident. Report all facts immediately to the JBLM Fusion center (see iWatch paragraph above) and inform the COR.

8.5.2. **OPSEC Level I Training:**
All Contractor employees and their subcontractors required to work on JBLM or have access to contract documents shall complete Level I OPSEC training prior to commencing work on JBLM. The Contractor shall submit a signed company letter stating the annual Level I OPSEC training has been or will be completed by all employees prior to commencing any work on JBLM. Training certificates shall be

maintained and be available for inspection. Compliance may be verified by Government QAR. Level I OPSEC training is available at the following website: http:/www.cdse.edu/catalog/operations-security.html

8.5.3. If required by the OPSEC Review for each Task Order the Contractor shall develop an OPSEC SOP/Plan prior to commencing work on JBLM. The OPSEC SOP/Plan must be reviewed and approved by the Requiring Agency (RA) OPSEC Officer. The SOP/Plan will include the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the Contractor shall identify an individual who will be an OPSEC Coordinator. After award the COR will provide the PW critical information list to the Contractor to assist in developing the OPSEC SOP/PLAN.

8.6. **E-Verify:**
The Contractor and subcontractors shall pre-screen all employees required to work on JBLM using the E-Verify website (https://www.e-verify.gov/) to meet the established employment eligibility requirements. The Contractor shall ensure that the employee has two valid forms of Government issued identification to ensure the correct information is entered into the E-verify system. The Contractor shall submit a signed company letter stating all employees have or will be screened in E-Verify prior to commencing any work on JBLM.