

## **SECTION C – Statement of Work Portsmouth GDP D&D Project Small Equipment Rental Contract**

### **OVERVIEW**

The purpose of this Indefinite Delivery/Indefinite Quantity (IDIQ) contract is secure the support services of a commercial equipment Supplier to furnish rental of commercial Construction Support inclusive of all associated maintenance/repair services. This contract supports ongoing construction and demolition operations under the U.S. Department of Energy Contract 89303323DEM000089 - Portsmouth Decontamination and Decommissioning (D&D) Project near Piketon, Ohio.

This IDIQ contract only guarantees the minimum ordering value stated in Section B. Task Orders issued against the IDIQ contract are estimated only and do not guarantee any quantity of equipment or duration of rental.

The Supplier shall provide equipment on a monthly Fixed Unit Rate (FUR) rental/lease basis. Partial months will be prorated as described in Section B-2.

The specific equipment types to be provided will be requested through the issuance of a Task Order Release (TOR) by the Company. The TOR will include the equipment required, any specific instructions or requirements, and the estimated rental period.

### **1.0 Maintenance:**

The equipment rental “all inclusive” FUR includes Suppliers costs for all routine maintenance supplies/materials, tools and parts” (*exclusive of fuels*), and other small incidental but more frequent minor repair parts (i.e. hydraulic hoses/fittings, fluids, switches, bulbs, flat repairs, etc.) and all other related costs, fees, taxes and insurances.

- a. All routine preventative maintenance of any equipment provided under this contract shall be in accordance with Original Equipment Manufacturer (OEM) specifications for the particular age and/or actual run-time hours of each piece of equipment. For maintenance planning, it is estimated that the average operational runtime of each piece of equipment is 200 hours per Month. Contractor/Supplier shall have ample spare parts on hand at all times to maintain and/or make minor repairs to all rented/leased equipment as required to ensure any unplanned equipment downtime is minimized.

- b. Supplier shall provide all labor, parts, materials, consumable items, tools, supplies, and equipment to complete all routine preventative maintenance and/or minor repair activities within the contract period. All parts, materials, tools, and other supplies required for routine preventative maintenance and/or minor repair activities are included in the equipment FUR.
- c. Any “non-routine” major equipment repairs due to accident and/or unforeseen equipment breakage (not covered by Manufacturer’s warranty), will be handled on a case-by-case basis in accordance with the H.3 Changes-Time and Materials clause as formally approved by the Company in writing. Note: Only the Company’s **Contracts Administrator** has the authority to provide approval of changes via formal written notice and/or modification. Failure of the Supplier to obtain advanced formal written notice and/or approval to proceed by the Company’s Contracts Administrator “prior” to incurring any costs specific to a changed condition/major repair can be deemed as an unallowable cost and therefore non-reimbursable to the Supplier.
- d. **Supplier “shall not” perform any type of welding/hot work on any “on-site” equipment without the express written authorization of the Company.**
- e. It is the expectation of the Company that the Supplier shall ensure all rented/leased equipment being utilized on-site by Company is fully maintained and operational with minimal or no disruption to the Company’s daily construction and demolition performance activities.
- f. Supplier shall have ample spare parts *on hand at all times* to maintain and/or make minor repairs to all rented/leased equipment as required to ensure any unplanned equipment downtime is minimized.
- g. Company will provide Supplier designated maintenance location(s) (outside any restricted/limited access areas) where Contractor can perform scheduled routine maintenance and/or repairs as may be required.

## **2.0 Fueling Services**

The Contractor will have NO responsibility to provide fuel or maintain fueling locations under this contract.

## **3.0 Equipment Health, Tracking, & Utilization**

Vendor will be responsible for ensuring CAT VisionLink radio, suiting the needs established by Company, is installed, fully functional, and shared to Company’s CAT UCID for all equipment.

- a. All equipment should communicate location and runtime data, with capable pieces providing additional utilization data. CAT Performance subscription deliverables are expected in regards to data updating frequency. Data tracking should begin at inbound and communicate until outbound at which time asset sharing ends.
- b. The purchase of CAT specific radios for non-CAT equipment or non-equipped assets will be the responsibility of the Vendor, unless respective vendor API's are established in cooperation with CAT Digital Technologies. Deliverable will be met with asset visibility in VisionLink, including aforementioned functionality.

#### **4.0 Decontamination of Equipment**

- a. When equipment is deemed to be removed from the site, SOCCo will be responsible (if required) for the decontamination, cleaning, and radiological release of the equipment. In the process of decontamination, paint removal and minor damage may occur. If during the decontamination process, any damage to the equipment occurs, SOCCo shall be responsible for any repairs that were caused during the decontamination process and NOT by normal wear during operation.

#### **5.0 Transition**

- a. The rental/lease of equipment and maintenance support required herein is considered a non-severable service as it is critical to the U.S. Department of Energy and Southern Ohio Cleanup Company LLC Environmental Management mission at the Portsmouth Gaseous Diffusion Plant. Therefore, the Contractor/Supplier shall work in good faith to ensure that any novation and/or transition support requirements are fully supported in the event of Rental of Heavy Equipment change in the Portsmouth D&D Prime Contractor from SOCCo to a follow-on Prime Contract Entity. These requirements shall be supported in accordance with Section H, Special Contract Provision H.64 "Continuity of Services"