Heartland Region

SPECIFICATION AND BID FORMS

OPERATIONS AND MECHANICAL MAINTENANCE SERVICES

Robert J. Dole U.S. Courthouse
500 State Avenue,
Kansas City, Kansas
&
Social Security Administration Federal Building
850 Nebraska,
Kansas City, Kansas

Solicitation Number: 47PG0120R0007
Solicitation Issue Date: September 8, 2020
Offer Receipt And Time: October 8, 2020 at 2:00 P.M. CST
Period Of Performance: December 1, 2020 through November 30, 2021 with 4 1-year option periods.

THIS REQUEST FOR PROPOSALS IS ISSUED AS A TOTAL SET-ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESS

Brief Description and Location of Work: The Contractor shall provide all administration, management, supervision, labor, materials, supplies, repair parts, tools and equipment; and plan, schedule, coordinate, inspect and ensure effective and economical completion of all work and services specified for the operation, maintenance and repair of the building(s), equipment and related services specified in this contract for the Robert J. Dole Courthouse, SSA Federal Building and all equipment, electrical and mechanical systems, structures, architectural finishes, and utilities, located on, within, or beneath, this facility's interior and exterior extending to the legal property line. Elevator Maintenance Services are excluded from the scope of work. Subcontracting for qualified Fire Alarm maintenance and Remote Monitoring services and 3rd party Pressure Vessel PM Inspections are required of the O&M Contractor.

PROPERTY OF THE UNITED STATES GOVERNMENT, COPYING, DISSEMINATION OR DISTRIBUTION OF THIS SPECIFICATION TO UNAUTHORIZED USERS IS PROHIBITED. DO NOT REMOVE THIS NOTICE. PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED.

NOTICE CONCERNING SOLICITATION

NAICS CODE: 561210, Facilities Support Services
SBA SIZE STANDARD: $41.5 million

THIS REQUEST FOR PROPOSALS IS ISSUED AS A TOTAL SET-ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESS

GENERAL SERVICES ADMINISTRATION'S MISSION
"The mission of GSA is to deliver the best value in real estate, acquisition, and technology services to government and the American people."

PERFORMANCE BASED SPECIFICATION
This is a performance-based solicitation. The Government's requirements are expressed in the form of the minimum quality standard to be met. The Contractor is to determine the optimal work schedule, resource allocations and performance methods. Therefore, it is strongly advised that you review the complete solicitation so that you are aware of all the terms and conditions.

SHALL vs. MUST
Throughout this solicitation, the terms "shall" and "must" are used. "Shall" and "must" denote the imperative. They indicate an obligation to act. In this solicitation, and any resulting contract, "shall" and "must" have the same meaning.

SITE VISIT
Tours will be given at the Robert J. Dole Courthouse and SSA Federal Building. The Offerors shall determine any conditions that affect the work and make a thorough site investigation before submitting an offer.

Submittal of an offer shall be evidence the offeror has complied with all of the foregoing. No allowances will be made for failure to avail oneself of such information. See Section L.

ACQUISITION BUDGET
The annual budgeted amount* for this acquisition has been established at $475,000 - $525,000 per year. This includes both the Dole USCH and SSA FB standard services.

Interested vendors: The budgeted amount provided is for your informational purposes only. Offerors are not precluded from submitting a price that is outside the budgeted range provided by the Government, nor is the Government precluded from making an award which is outside the budgeted range. Offerors are to submit a competitive price that is commensurate with the requirements of the contract, which can be higher or lower than the budget range provided by the Government. The budget range is being provided in an effort to assist you in formulating solutions that meet the requirements and budget.

*The budgeted amount includes only what is described in the solicitation as "standard services," which will be included in your proposed monthly price. All "above standard services" or "additional service CLINs" are not included in the Government-developed budget range.

TABLE OF CONTENTS

Contents/Title	**Page**
SECTION A – SOLICITATION/CONTRACT FORM	01
SECTION B – SUPPLIES OR SERVICES, ORDERING AND PRICES/COSTS	02
SECTION C – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK	17
SECTION D – PACKING AND MARKING	92
SECTION E – INSPECTION AND ACCEPTANCE	93
SECTION F – DELIVERIES OR PERFORMANCE	94
SECTION G – CONTRACT ADMINISTRATION DATA	95
SECTION H - SPECIAL CONTRACT REQUIREMENTS	100
SECTION I – CONTRACT CLAUSES & WAGE DETERMINATION	101
SECTION J - LIST OF ATTACHMENTS - (DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	129
SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	178
SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS	192
SECTION M – EVALUATION FACTORS FOR AWARD	198

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF
EQ6P1SK-20-0015	210

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	12/01/2020	NA	47PG0120R0007	09/08/2020

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	LJ Morris - lauree.morris@gsa.gov	816-223-6113	10/08/2020 2:00 PM (CST)

9. ISSUED BY CODE 6P1QC

General Services Administration
Services Acquisition Branch
2300 Main Street
KANSAS CITY, MO 64108 USA

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☒ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8 (A)

NAICS: 561210
SIZE STANDARD: $41.5M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

Robert J. Dole USCH & SSA FB
500 State Eve & 850 Nebreska | Kansas City, KS 66101

16. ADMINISTERED BY CODE 6P1QC

General Services Administration
Services Acquisition Branch
2300 Main Street
KANSAS CITY, MO 64108 USA

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE BCFA

PBS Payment Branch
P.O. Box 17181
Ft. Worth, TX 76102-0181

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Hai Nguyen	

SECTION B – SUPPLIES OR SERVICES, ORDERING AND PRICES/COSTS

B.1. - DESCRIPTION OF SERVICES

The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), of all services described herein. The Contractor will be required to provide mechanical operation and maintenance and related services, architectural and structural maintenance, hazardous material inventory, lamping, service calls including miscellaneous labor, etc., in accordance with the requirements of this solicitation for the Robert J. Dole U.S. Courthouse and at the Social Security Administration Federal Building specific areas**.**

B.2. - NOTES TO BIDDERS/OFFERORS

A. Do not include any allowance for any contingency to cover increased costs for which adjustments are provided for under the price adjustment provisions (e.g. FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts). Annual escalation for other costs is allowable, if appropriate.

B. Do not include any allowance for additional Government approved overtime or repair services in the monthly price for basic services for Operations and Maintenance.

C. Refer to the Bid Sheet, Section B, to ensure you understand how each item will be computed and paid regardless of any commitments on the part of the Offeror to pay varying salary rates to its employees.

D. Offerors are required to quote per month prices for providing miscellaneous work and repair services regardless of any commitments on the part of the Offeror to pay varying salary rates to its employees.

E. Offerors are cautioned that any bid/offer may be rejected as non-responsive if it is materially unbalanced as to prices for the basic services and the hourly rates for reimbursable operation and maintenance, repairs and miscellaneous labor services. A bid/offer is unbalanced when it is based on prices which are significantly less than cost for some work and prices which are significantly overstated for other work.

F. Offerors are cautioned that some building equipment systems may be under warranty. In the case of new buildings or renovated spaces, building equipment systems generally carry a one-year warranty period following acceptance. These warranties may or may not include maintenance. The Offeror is responsible for complying with all requirements of the warranties. The Contracting Officer Representative (COR) can provide this information to the Contractor.

G. Failure to quote a price on all line items for the Base Period and all Option Periods will render the bid/offer non-responsive.

H. The period of performance for this contract will be a Base Period of 1 year with four (1-year) options. The General Services Administration through the Contracting Officer (CO) has the unilateral right to exercise a six-month extension. The price for the six-month extension will be evaluated as part of the overall bid. The contract shall not exceed 5 years and six months, inclusive of all options and extensions.

I. The Contractor must stand behind their proposal through the base contract period and option period(s) to avoid rejection of their bid. The Government will arrange for an inspection prior to the issuance of the Contractor's final payment. Any deficiencies or work not satisfactorily completed will be computed and a fair and reasonable amount will be deducted from the final payment.

J. The Offeror should visit the job site to verify the quantities and types of all systems to be maintained. The Offeror will be responsible for the entire systems' reliability and maintenance requirements. It will be the responsibility of the Offeror to determine the quantity of service involved, to compare the specifications with the work to be done, to be informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Offeror from the obligation of furnishing any material or performing any work that may

be required to carry out the contract in accordance with the true intent and meaning of the specifications without additional cost to the Government (although this does not overrule H above).

K. The **maximum order value** (total for the base and all option periods through November 30, 2025 of any contract award as a result of this solicitation is approximately $3.0 million). If the Government's requirements set forth in the contract do not result in contract award value or task orders in the amounts described throughout the contract as estimated or maximum dollar values, the event shall not constitute the basis for any claim or price adjustment under any resulting contract.

B.3. - BID SHEET

LINE ITEM FOR BID/OFFER:

BASIC SERVICES: QUOTE A PER MONTH PRICE FOR THE FOLLOWING STANDARD SERVICES DESCRIBED HEREIN FOR THE ROBERT J. DOLE U.S. COURTHOUSE AND SSA FEDERAL BUILDING.

CLIN	UNIT ITEM DESCRIPTION	UNIT	PRICE/UNIT

0001 Base Period (*12 Months*) price for **O&M Services** for the period - **12/01/2020 – 11/30/2021.**
Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: The Robert J. Dole U.S. Courthouse – KS0094ZZ **Per Month** **$_____**

0002 Base Period (*12 Months*) price for **O&M Services** for the period - **12/01/2020 – 11/30/2021.**
Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: SSA Federal Building – KS0085ZZ **Per Month** **$_____**

0003 O&M After Hours - Base Period (12/01/2020 – 11/30/2021). Fully loaded, price per person, per hour for providing O&M services after Normal Duty Hours. Used primarily for Reimbursable Work Authorization (RWA) work

Per Hour **$_____**

0004 Base Period (12/01/2020 – 11/30/2021) price for **Repair and Miscellaneous Labor Services; Normal Duty Hours**. *(Applies to Contractor's workforce only.)* Fully loaded, price per person, per hour, for additional services and reimbursable repairs authorized by a Contracting Officer for work performed during Normal Duty Hours, excluding federal holidays. If the Contractor is able to perform the additional services using labor that is already provided for under CLIN 0001, the Contractor is not permitted to charge the Government for that portion of the labor.

Per Hour **$_____**

0005 Base Period (12/01/2020 – 11/30/2021) price for **Repair and Miscellaneous Labor Services; Other Than Normal Duty Hours.** *(Applies to Contractors workforce only.)* Fully Loaded, price per person, per hour for additional services and reimbursable repairs authorized by a Contracting Officer for work performed Other Than Normal Duty Hours.

Per Hour **$_____**

0006 Base Period (12/01/2020 – 11/30/2021) price for **Parts/Materials Handling Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for materials handling. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % **_____**

0007 Base Period (12/01/2020 – 11/30/2021) price for **Subcontractor Management Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for subcontractor management. This fee includes labor for escorting Subcontractors, clean up, (etc.); therefore, the Contractor is not allowed to charge labor in addition to this fee. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % _____

0008 Base Period (*12 Months*) price for **O&M Services** for the period (**12/01/2020 – 11/30/2021), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency

Robert J. Dole CTHS: Exhibit J.6.1.3.1 USMS **Per Month** **$** _____

0009 Base Period (*12 Months*) price for **O&M Services** for the period (**12/01/2020 – 11/30/2021), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.2 US Attorneys **Per Month** **$** _____

0010 Base Period (*12 Months*) price for **O&M Services** for the period (**12/01/2020 – 11/30/2021), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.3 US District Courts **Per Month** **$** _____

0011 Base Period (*12 Months*) price for **O&M Services** for the period (**12/01/2020 – 11/30/2021), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.4 DOD **Per Month** **$** _____

0012 Base Period (*12 Months*) price for **O&M Services** for the period (**12/01/2020 – 11/30/2021), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.5 Public Defenders **Per Month** **$** _____

0013 Base Period (*12 Months*) price for **O&M Services** for the period (**12/01/2020 – 11/30/2021), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

SSA Federal Building: Exhibit J.6.2.2 SSA **Per Month** **$** _____

LINE ITEM FOR BID/OFFER:

BASIC SERVICES: QUOTE A PER MONTH PRICE FOR THE FOLLOWING STANDARD SERVICES DESCRIBED HEREIN FOR THE ROBERT J. DOLE U.S. COURTHOUSE AND SSA FEDERAL BUILDING.

CLIN	UNIT ITEM DESCRIPTION	UNIT	PRICE/UNIT

1001 Option I Period (*12 Months*) price for **O&M Services** for the period - **12/01/2021 – 11/30/2022.** Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: The Robert J. Dole U.S. Courthouse – KS0094ZZ **Per Month** **$_____**

1002 Option I Period (*12 Months*) price for **O&M Services** for the period - **12/01/2021 – 11/30/2022.** Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: SSA Federal Building – KS0085ZZ **Per Month** **$_____**

1003 O&M After Hours - Option I Period (12/01/2021 – 11/30/2022). Fully loaded, price per person, per hour for providing O&M services after Normal Duty Hours. Used primarily for Reimbursable Work Authorization (RWA) work.

Per Hour **$_____**

1004 Option I Period (12/01/2021 – 11/30/2022) price for **Repair and Miscellaneous Labor Services; Normal Duty Hours**. *(Applies to Contractor's workforce only.)* Fully loaded, price per person, per hour, for additional services and reimbursable repairs authorized by a Contracting Officer for work performed during Normal Duty Hours, excluding federal holidays. If the Contractor is able to perform the additional services using labor that is already provided for under CLIN 0001, the Contractor is not permitted to charge the Government for that portion of the labor.

Per Hour **$_____**

1005 Option I Period (12/01/2021 – 11/30/2022) price for **Repair and Miscellaneous Labor Services; Other Than Normal Duty Hours.** *(Applies to Contractors workforce only.)* Fully Loaded, price per person, per hour for additional services and reimbursable repairs authorized by a Contracting Officer for work performed Other Than Normal Duty Hours.

Per Hour **$_____**

1006 Option I Period (12/01/2021 – 11/30/2022) price for **Parts/Materials Handling Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for materials handling. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % **_____**

1007 Option I Period (12/01/2021 – 11/30/2022) price for **Subcontractor Management Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for subcontractor management. This fee includes labor for escorting Subcontractors, clean up, (etc.); therefore, the Contractor is not allowed to charge labor in addition to this fee. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % **_____**

1008 Option I Period (*12 Months*) price for **O&M Services** for the period (**12/01/2021 – 11/30/2022), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency

Robert J. Dole CTHS: Exhibit J.6.1.3.1 USMS **Per Month** **$_____**

1009 Option I Period (*12 Months*) price for **O&M Services** for the period (**12/01/2021 – 11/30/2022), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.2 US Attorneys **Per Month** **$_____**

1010 Option I Period (*12 Months*) price for **O&M Services** for the period (**12/01/2021 – 11/30/2022), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.3 US District Courts **Per Month** **$_____**

1011 Option I Period (*12 Months*) price for **O&M Services** for the period (**12/01/2021 – 11/30/2022), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.4 DOD **Per Month** **$_____**

1012 Option I Period (*12 Months*) price for **O&M Services** for the period (**12/01/2021 – 11/30/2022), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.5 Public Defenders **Per Month** **$_____**

1013 Option I Period (*12 Months*) price for **O&M Services** for the period (**12/01/2021 – 11/30/2022), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

SSA Federal Building: Exhibit J.6.2.2 SSA **Per Month** **$_____**

LINE ITEM FOR BID/OFFER:

BASIC SERVICES: QUOTE A PER MONTH PRICE FOR THE FOLLOWING STANDARD SERVICES DESCRIBED HEREIN FOR THE ROBERT J. DOLE U.S. COURTHOUSE AND SSA FEDERAL BUILDING.

CLIN	UNIT ITEM DESCRIPTION	UNIT	PRICE/UNIT

2001 Option II Period (*12 Months*) price for **O&M Services** for the period - **12/01/2022 – 11/30/2023.** Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: The Robert J. Dole U.S. Courthouse – KS0094ZZ **Per Month** **$** _____

2002 Option II Period (*12 Months*) price for **O&M Services** for the period - **12/01/2022 – 11/30/2023.** Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: SSA Federal Building – KS0085ZZ **Per Month** **$** _____

2003 O&M After Hours - Option II Period (12/01/2022 – 11/30/2023). Fully loaded, price per person, per hour for providing O&M services after Normal Duty Hours. Used primarily for Reimbursable Work Authorization (RWA) work.

Per Hour **$** _____

2004 Option II Period (12/01/2022 – 11/30/2023) price for **Repair and Miscellaneous Labor Services; Normal Duty Hours**. *(Applies to Contractor's workforce only.)* Fully loaded, price per person, per hour, for additional services and reimbursable repairs authorized by a Contracting Officer for work performed during Normal Duty Hours, excluding federal holidays. If the Contractor is able to perform the additional services using labor that is already provided for under CLIN 0001, the Contractor is not permitted to charge the Government for that portion of the labor.

Per Hour **$** _____

2005 Option II Period (12/01/2022 – 11/30/2023) price for **Repair and Miscellaneous Labor Services; Other Than Normal Duty Hours.** *(Applies to Contractors workforce only.)* Fully Loaded, price per person, per hour for additional services and reimbursable repairs authorized by a Contracting Officer for work performed Other Than Normal Duty Hours.

Per Hour **$** _____

2006 Option II Period (12/01/2022 – 11/30/2023) price for **Parts/Materials Handling Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for materials handling. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % _____

2007 Option II Period (12/01/2022 – 11/30/2023) price for **Subcontractor Management Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for subcontractor management. This fee includes labor for escorting Subcontractors, clean up, (etc.); therefore, the Contractor is not allowed to charge labor in addition to this fee. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % _____

2008 Option II Period (*12 Months*) price for **O&M Services** for the period (**12/01/2022 – 11/30/2023), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency

Robert J. Dole CTHS: Exhibit J.6.1.3.1 USMS **Per Month** **$_____**

2009 Option II Period (*12 Months*) price for **O&M Services** for the period (**12/01/2022 – 11/30/2023), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.2 US Attorneys **Per Month** **$_____**

2010 Option II Period (*12 Months*) price for **O&M Services** for the period (**12/01/2022 – 11/30/2023), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.3 US District Courts **Per Month** **$_____**

2011 Option II Period (*12 Months*) price for **O&M Services** for the period (**12/01/2022 – 11/30/2023), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.4 DOD **Per Month** **$_____**

2012 Option II Period (*12 Months*) price for **O&M Services** for the period (**12/01/2022 – 11/30/2023), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.5 Public Defenders **Per Month** **$_____**

2013 Option II Period (*12 Months*) price for **O&M Services** for the period (**12/01/2022 – 11/30/2023), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

SSA Federal Building: Exhibit J.6.2.2 SSA **Per Month** **$_____**

LINE ITEM FOR BID/OFFER:

BASIC SERVICES: QUOTE A PER MONTH PRICE FOR THE FOLLOWING STANDARD SERVICES DESCRIBED HEREIN FOR THE ROBERT J. DOLE U.S. COURTHOUSE AND SSA FEDERAL BUILDING.

CLIN	UNIT ITEM DESCRIPTION	UNIT	PRICE/UNIT

3001 Option III Period (*12 Months*) price for **O&M Services** for the period - **12/01/2023 – 11/30/2024.** Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: The Robert J. Dole U.S. Courthouse – KS0094ZZ **Per Month** **$_____**

3002 Option III Period (*12 Months*) price for **O&M Services** for the period - **12/01/2023 – 11/30/2024.** Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: SSA Federal Building – KS0085ZZ **Per Month** **$_____**

3003 O&M After Hours - Option III Period (12/01/2023 – 11/30/2024). Fully loaded, price per person, per hour for providing O&M services after Normal Duty Hours. Used primarily for Reimbursable Work Authorization (RWA) work.

Per Hour **$_____**

3004 Option III Period (12/01/2023 – 11/30/2024) price for **Repair and Miscellaneous Labor Services; Normal Duty Hours**. *(Applies to Contractor's workforce only.)* Fully loaded, price per person, per hour, for additional services and reimbursable repairs authorized by a Contracting Officer for work performed during Normal Duty Hours, excluding federal holidays. If the Contractor is able to perform the additional services using labor that is already provided for under CLIN 0001, the Contractor is not permitted to charge the Government for that portion of the labor.

Per Hour **$_____**

3005 Option III Period (12/01/2023 – 11/30/2024) price for **Repair and Miscellaneous Labor Services; Other Than Normal Duty Hours.** *(Applies to Contractors workforce only.)* Fully Loaded, price per person, per hour for additional services and reimbursable repairs authorized by a Contracting Officer for work performed Other Than Normal Duty Hours.

Per Hour **$_____**

3006 Option III Period (12/01/2023 – 11/30/2024) price for **Parts/Materials Handling Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for materials handling. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % **_____**

3007 Option III Period (12/01/2023 – 11/30/2024) price for **Subcontractor Management Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for subcontractor management. This fee includes labor for escorting Subcontractors, clean up, (etc.); therefore, the Contractor is not allowed to charge labor in addition to this fee. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % **_____**

3008 Option III Period (*12 Months*) price for **O&M Services** for the period (**12/01/2023 – 11/30/2024), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency

Robert J. Dole CTHS: Exhibit J.6.1.3.1 USMS **Per Month** **$_____**

3009 Option III Period (*12 Months*) price for **O&M Services** for the period (**12/01/2023 – 11/30/2024), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.2 US Attorneys **Per Month** **$_____**

3010 Option III Period (*12 Months*) price for **O&M Services** for the period (**12/01/2023 – 11/30/2024), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.3 US District Courts **Per Month** **$_____**

3011 Option III Period (*12 Months*) price for **O&M Services** for the period (**12/01/2023 – 11/30/2024), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.4 DOD **Per Month** **$_____**

3012 Option III Period (*12 Months*) price for **O&M Services** for the period (**12/01/2023 – 11/30/2024), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.5 Public Defenders **Per Month** **$_____**

3013 Option III Period (*12 Months*) price for **O&M Services** for the period (**12/01/2023 – 11/30/2024), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

SSA Federal Building: Exhibit J.6.2.2 SSA **Per Month** **$_____**

LINE ITEM FOR BID/OFFER:

BASIC SERVICES: QUOTE A PER MONTH PRICE FOR THE FOLLOWING STANDARD SERVICES DESCRIBED HEREIN FOR THE ROBERT J. DOLE U.S. COURTHOUSE AND SSA FEDERAL BUILDING.

CLIN	UNIT ITEM DESCRIPTION	UNIT	PRICE/UNIT

4001 Option IV Period (*12 Months*) price for **O&M Services** for the period - **12/01/2024 – 11/30/2025.** Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: The Robert J. Dole U.S. Courthouse – KS0094ZZ **Per Month** **$**_____

4002 Option IV Period (*12 Months*) price for **O&M Services** for the period - **12/01/2024 – 11/30/2025.** Includes maintenance management, operation, direct maintenance, indirect maintenance, Service Calls quality control, safety, health, environmental, miscellaneous labor, all administrative costs, and Repair Services as described in Section C (All Agency Equipment and Maintenance Repairs Services are excluded See CLINs 0008-0013).

Building/Facility: SSA Federal Building – KS0085ZZ **Per Month** **$**_____

4003 O&M After Hours - Option IV Period (12/01/2024 – 11/30/2025). Fully loaded, price per person, per hour for providing O&M services after Normal Duty Hours. Used primarily for Reimbursable Work Authorization (RWA) work.

Per Hour **$**_____

4004 Option IV Period (12/01/2024 – 11/30/2025) price for **Repair and Miscellaneous Labor Services; Normal Duty Hours**. *(Applies to Contractor's workforce only.)* Fully loaded, price per person, per hour, for additional services and reimbursable repairs authorized by a Contracting Officer for work performed during Normal Duty Hours, excluding federal holidays. If the Contractor is able to perform the additional services using labor that is already provided for under CLIN 0001, the Contractor is not permitted to charge the Government for that portion of the labor.

Per Hour **$**_____

4005 Option IV Period (12/01/2024 – 11/30/2025) price for **Repair and Miscellaneous Labor Services; Other Than Normal Duty Hours.** *(Applies to Contractors workforce only.)* Fully Loaded, price per person, per hour for additional services and reimbursable repairs authorized by a Contracting Officer for work performed Other Than Normal Duty Hours.

Per Hour **$**_____

4006 Option IV Period (12/01/2024 – 11/30/2025) price for **Parts/Materials Handling Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for materials handling. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % _____

4007 Option IV Period (12/01/2024 – 11/30/2025) price for **Subcontractor Management Fee**
For extra services and repairs. Quote a NET, plus, or minus percentage factor to apply to actual invoice cost to allow for subcontractor management. This fee includes labor for escorting Subcontractors, clean up, (etc.); therefore, the Contractor is not allowed to charge labor in addition to this fee. Contractor is required to solicit offers from more than one vendor unless the requirement is justified per FAR 6.302 or under the micro purchase threshold.

NET, +, - % _____

4008 Option IV Period (*12 Months*) price for **O&M Services** for the period (**12/01/2024 – 11/30/2025), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency

Robert J. Dole CTHS: Exhibit J.6.1.3.1 USMS **Per Month** **$_____**

4009 Option IV Period (*12 Months*) price for **O&M Services** for the period (**12/01/2024 – 11/30/2025), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.2 US Attorneys **Per Month** **$_____**

4010 Option IV Period (*12 Months*) price for **O&M Services** for the period (**12/01/2024 – 11/30/2025), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.3 US District Courts **Per Month** **$_____**

4011 Option IV Period (*12 Months*) price for **O&M Services** for the period (**12/01/2024 – 11/30/2025), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.4 DOD **Per Month** **$_____**

4012 Option IV Period (*12 Months*) price for **O&M Services** for the period (**12/01/2024 – 11/30/2025), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

Robert J. Dole CTHS: Exhibit J.6.1.3.5 Public Defenders **Per Month** **$_____**

4013 Option IV Period (*12 Months*) price for **O&M Services** for the period (**12/01/2024 – 11/30/2025), Agency Equipment only by agency Exhibit.** Fully loaded, price for maintenance management, operation, direct maintenance, indirect maintenance, and Service Calls, quality control, safety, health, environmental, miscellaneous labor, and all administrative costs. Any and all repairs needed for this equipment are handled through the COR with the specific Agency.

SSA Federal Building: Exhibit J.6.2.2 SSA **Per Month** **$_____**

Section B – Note 1: Any work mentioned in CLINs 0008-0013 for the base and all option period are considered "above standard" and will only be ordered by the Government if a Reimbursable Work Authorization is received from the respective agency. These rates shall also be proposed with escalation (if any) at time of initial proposal submission, and the prices will not be modified except for a change in the inventory associated with each CLIN.

B.4. COST CLASSIFICATION – THE ROBERT J. DOLE U.S. COURTHOUSE

Bidders are required to classify the cost per month of their bid for Operations, Maintenance, and Repairs as indicated below and defined in this contract's specifications. This is not to be considered as an alternative bid! The following costs are required for the Government evaluation purposes only. The aggregate total of such costs must be the same as the respective dollar amounts in CLIN 0001 and the corresponding CLINs for the Base and Option Period(s).

Contract Period →	**Base Period 12 months Cost/month**	**Option I 12 months Cost/month**	**Option II 12 months Cost/month**	**Option III 12 months Cost/month**	**Option IV 12 months Cost/month**
I. From CLIN 0001, 1001, 2001, 3001 and 4001. *Operations & Maintenance (O&M) Services*					
A. O&M In-House	_____	_____	_____	_____	_____
B. Administrative Costs					
1. Management	_____	_____	_____	_____	_____
2. Clerical/Admin Support	_____	_____	_____	_____	_____
3. Overhead	_____	_____	_____	_____	_____
C. O&M Subcontracts (list type; Ex: Water Treatment; Switchgear maintenance, Building Automation System (BAS) maintenance, Fire Alarm maintenance, pressure vessel third party inspection, fuel cost, etc. (add more lines if needed.))					
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
D. BAS					
1. Support Personnel	_____	_____	_____	_____	_____
2. BAS Related O&M	_____	_____	_____	_____	_____
3. Specific Training	_____	_____	_____	_____	_____
E. Computerized Maintenance Management System (CMMS)					
1. Personnel	_____	_____	_____	_____	_____
2. Specific Training	_____	_____	_____	_____	_____
F. Utility Hours	_____	_____	_____	_____	_____
G. Repairs Under $2,500.00	_____	_____	_____	_____	_____
H. Profit	_____	_____	_____	_____	_____
Total Monthly Bid (A-H)	_____	_____	_____	_____	_____

COST CLASSIFICATION – SSA FEDERAL BUILDING

Bidders are required to classify the cost per month of their bid for Operations, Maintenance, and Repairs as indicated below and defined in this contract's specifications. This is not to be considered as an alternative bid! The following costs are required for the Government evaluation purposes only. The aggregate total of such costs must be the same as the respective dollar amounts in CLIN 0002 and the corresponding CLINs for the Base and Option Period(s).

Contract Period →	**Base Period 12 months Cost/month**	**Option I 12 months Cost/month**	**Option II 12 months Cost/month**	**Option III 12 months Cost/month**	**Option IV 12 months Cost/month**
I. From CLIN 0002, 1002, 2002, 3002 and 4002 *Operations & Maintenance (O&M) Services*					
A. O&M In-House	_____	_____	_____	_____	_____
B. Administrative Costs					
1. Management	_____	_____	_____	_____	_____
2. Clerical/Admin Support	_____	_____	_____	_____	_____
3. Overhead	_____	_____	_____	_____	_____
C. O&M Subcontracts (list type; Ex: Water Treatment; Switchgear maintenance, BAS maintenance, Fire Alarm maintenance, pressure vessel third party inspection, etc. (add more lines if needed.))					
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
D. BAS					
1. Support Personnel	_____	_____	_____	_____	_____
2. BAS Related O&M	_____	_____	_____	_____	_____
3. Specific Training	_____	_____	_____	_____	_____
E. CMMS					
1. Personnel	_____	_____	_____	_____	_____
2. Specific Training	_____	_____	_____	_____	_____
F. Utility Hours	_____	_____	_____	_____	_____
G. Repairs Under $2,500.00	_____	_____	_____	_____	_____
H. Profit	_____	_____	_____	_____	_____
Total Monthly Bid (A-H)	_____	_____	_____	_____	_____

B.5. INFORMATION FOR PRICE ADJUSTMENTS

You are required to submit the following data. This information will be used in computing price adjustments for options under FAR 52.222-43, Fair Labor Standards Acts and Service Contract Act – Price Adjustment.

FAR 52.222-43 only applies to non-supervisory categories of employees. When computing your bid, what were the rates used for payroll taxes:

1. Social Security Rate (FICA) **%**
2. Unemployment Rate (SUTA) **%**
3. Worker's Compensation **%**
4. Other (please identify) **%**

Section B – Note 2: In your base bid/offer, **do not include** any allowance for any contingency to cover increased costs for which adjustments contained in FAR 52.222-43 – Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts). An updated Department of Labor Wage Determination will be incorporated into the contract annually at the anniversary of the performance start date.

Offerors shall price the option requirement for the four (4) additional twelve month periods by assuming the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial twelve month period of performance will apply to the four (4) additional twelve month option periods. The minimum wage rates and fringe benefits applicable to the initial twelve month period of performance are outlined in Section I.5, Wage Determination. Annual escalation for other costs is allowable, if applicable. Offeror must quote a price for the base period and all option periods in order to be considered for award. A single award will be made. Therefore, Offerors shall submit a price on all line items to be considered for award. Failure to do so will be cause for rejection of the offer.

SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

SECTION 1: GENERAL CONTRACT REQUIREMENTS

C.1.0 General

This is a Performance Based Work Statement (PBWS) for Facilities Engineering: Operations, Maintenance, and Related Services defined under the scope of this contract. This PBWS describes the minimum requirements of the U.S. General Services Administration (GSA) and acceptable outcomes to be performed by the Operations and Maintenance Contractor (known from here on as Contractor). All, or part of, the successful offeror's Management Plan shall be incorporated into the contract.

GSA seeks to establish a partnering relationship with the Contractor to accomplish the program objectives in this contract. The objective of the partnering process is to provide an effective problem-finding/problem-solving management team composed of personnel from both parties, thus creating a single culture with one set of goals and objectives. Partnering requires that both parties recognize and address those opportunities and challenges that must be confronted to help maintain the health of the Contractor/GSA relationship. The relationship is based on trust, dedication to common goals, and an understanding of each other's individual expectations and values. The team must consider utilizing a facilities engineering and systems thinking approach to provide solutions from a global perspective. The outcome of this initiative is for GSA to leverage Contractor expertise to assist GSA in accomplishing these goals and objectives.

GSA intends to purchase Contractor provided technical and managerial expertise to assist in the holistic management of assets over the long term. This program strategy has taken the name "*facilities engineering*" and has proven to be a successful model resulting in efficient and effective management of assets while maintaining an overall lower cost of operations. The facilities engineering model is dependent upon an effective partnership with a highly skilled Contractor whose objectives are based on mutual understanding of the stated requirements and objectives. A higher level of effective communication between the Government and Contractor is essential for partnering and for this performance based service contract to succeed; whereas, the success of this contract is shared between the Government and the Contractor. *More emphasis is placed on the Contractor's self-management of quality, not the usual inspection by Government inspectors, although that is a part of this contract as well.* All parties must act proactively to reduce service cost.

To establish a standard of facilities engineering practices, thought processes and problem solving throughout the model, GSA established a program philosophy rooted in "*systems thinking*" whereby the means and methods for providing building operations and maintenance are established through investigations, metrics, and feedback loops, and by establishing a partnership between the Government and Contractor to achieve joint performance objectives. The goal of applying systems thinking to facility management is to see that every action or decision in operating, maintaining, and retrofitting a building must result in an impact (either financial, environmental, human resource, or any combination thereof), and to evaluate the "full circle" implications. Long term application of systems thinking throughout GSA has resulted in both Contractor and Government joint command of short-term and long-term cohesive management of real property assets.

GSA is committed to Federal leadership in the design, construction, and operation of high-performance and sustainable buildings. A major element of this strategy is the implementation of common strategies for operating and maintaining buildings. As a result, this contract requires the Contractor to participate and partner with the Government in the initiative of obtaining high performance and sustainable operations, inclusive of initiatives to conserve energy and water consumption, recycling programs, meeting or exceeding specific environmental, regulatory, or performance standards, and the utilization of green products and services. The following sections detail the GSA minimum requirements and acceptable outcomes. The Contractor shall closely monitor all aspects of the work, identify deficiencies and implement corrective action, without reliance on Government oversight.

Region 6 seeks to establish a partnering arrangement with its Operations and Maintenance (O&M) Contractors. The goal of this arrangement is to provide a safe, reliable, productive, and sustainable work environment that is the best value to the taxpayer.

The Key Performance Indicators (KPIs) assess progress in key O&M program elements that significantly impact the

tenant's working environment. Performance targets for the KPI are based on realistic and achievable outcomes which are measured by the building's National Computer Maintenance Management System (NCMMS). Actual performance for each KPI is used by the parties to identify and implement improvements in O&M services, and provide a forum for future discussions on CPARS between the Contractor and the Government. All KPIs will have a target score which will range from 70% to 95% and may be adjusted annually. A report will be established monthly by the Government. This KPI report is provided to the CO or designee and can be shared with the Contractor to discuss performance.

NCMMS Key Performance Indicators

- Surveys sent as a Percentage of Work Requests
    - Description: Measures how many surveys were sent to tenants each month
- Work Orders per Square Feet
    - Description: Measures number of non-PM work orders
- Days of Work Order Activities
    - Description: Number of days any change of status was made to any work order in the building
- PM Plans in Place
    - Description: Percent of operating assets which have an active PM plan assigned, or are assigned to an active PM route*
- Percent of PMs Closed Timely
    - Description: Percent of PMs created that were closed timely, year to-date
- Time to Complete: Urgent, Emergency, and Routine Work
    - Description: Measures percent of non-PM work orders completed per Service-Level Agreement (SLA).
- Work Order Backlog and Aging
    - Description: Measure the number of work orders open past due date

To the extent possible and consistent with EO 13788, the Contractor must maximize the use of goods, products and materials that are produced in the United States.

C.1.1 Scope of Work

The Contractor shall provide management, supervision, labor, materials, equipment, and supplies (shipping & handling) and shall be responsible for the efficient, effective, economical, and satisfactory operation, scheduled and unscheduled maintenance, repair of equipment and systems within the property line of the following locations:

KS0094ZZ
Robert J. Dole U.S. Courthouse
500 State Avenue,
Kansas City, Kansas

KS0085ZZ
Social Security Administration Federal Building
850 Nebraska,
Kansas City, Kansas

Additional services may be ordered at the discretion of GSA for work relating to the operations, maintenance and repair or upgrade of the facilities listed above, but not covered in the basic services of the contract. Government furnished items are specifically excluded in this contract, except as specified in Section 3.

C.1.1.1 Discrepancy in the Specifications

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the CO. The decision of the CO as to the proper interpretation of the specifications shall be final in accordance with the Disputes Clause of this contract.

C.1.2 Personnel

The Contractor must adhere to the submitted staffing plan and subcontracting plan that was submitted prior to award as part of the bid/proposal. Contractor must submit a staffing and subcontractor plan that provides sufficient numbers of staff at the various levels of expertise to ensure all scheduled and unscheduled services are performed and conditions are maintained to avoid any disruption to the tenant.

Any changes to the proposed staffing levels, qualifications of proposed staff or key personnel, or the areas of expertise or disciplines of the proposed staff in the technical submittal must be submitted for review and approval from the CO or their designee. Vacancies due to extended absences, resignation, retirement, etc. greater than 30 days must be filled by the 31st day of absence. Any approved reduction in personnel below the originally proposed staffing level and or failure to fulfill vacancies within the prescribed time frame may result in reductions in the contract price for that position at the hourly rate of the full-time employee for the duration of the reduction/vacancy.

C.1.2.1 Contractor Key Personnel

The Contractor must designate a Contract Project Manager in writing and provide the name and contact information to the CO. The Contract Project Manager is considered essential to the work being performed under this Contract. Before removing, replacing, or diverting the Contract Project Manager, the Contractor must (1) notify the CO two weeks in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

The Contract Project Manager must possess at least five years of recent (within the past seven years) experience in the management and supervision of building mechanical operations and maintenance for buildings of the approximate size, complexity and characteristics of the buildings to be covered by this contract. A detailed resume must be submitted to the CO or their designee for approval prior to the assignment of the project manager to the contract. Both new and replacement project managers must meet these qualification standards. Minimally, the resume must contain:

a. The full name of the proposed project manager;
b. A detailed description of the proposed project manager's employment history to reflect 5 years of experience within the past 7 years of employment. The names and addresses of the companies for whom the proposed project manager worked for DURING THESE PERIODS, along with the names and telephone numbers of the immediate supervisors;
c. Documentation of at least one year of verifiable IBM Tivoli Maximo Asset Management CMMS Version 7.5 experience or a certificate of basic IBM Tivoli Maximo Asset Management CMMS Version 7.5 training;
d. Documentation of at least one year of verifiable Niagara EMCS experience or a certificate of basic Niagara EMCS training. This experience shall include activities related to programming, troubleshooting, configuration, and systems startup; and
e. Education, Diplomas, Licenses, Certificates, etc. currently held.

C.1.2.2 Authority

The Contract Project Manager must have complete authority to act for the Contractor in every detail during the term of the contract, and must have the authority to exercise financial expenditures and controls, accept notices of deductions, inspection reports and all other correspondence on behalf of the Contractor. This contract requires onsite managerial supervision. The Contractor can fulfill this requirement by having the Contract Project Manager located onsite or having an additional onsite Supervisor. If the Contractor decides that the requirement is to be filled with an onsite supervisor, the above requirements for Contract Project Manager must be the same. To include: access to all building management systems, e.g. NCMMS, BAS, and spending threshold.

C.1.2.3 Communication Equipment

The Contractor shall provide key operational personnel (Managers, Supervisors, and Mechanical Engineers, Mechanical Supervisors, Operating Engineers, Heating, Ventilation and Air Conditioning (HVAC) Mechanics) with portable electronic means to communicate with GSA for all work covered under this contract (Work Orders,

emergencies, status of projects). Outside of normal working hours, the Contractor must maintain some designated form of communication with on-call staff to allow the CO or their designee to contact such on-call staff at any time for emergency response. Electronic communication methods are the following:

- Phone/Emails/Text messaging smartphone or tablet devices. The Contractor is responsible for all initial and monthly costs associated with the device(s). In areas where cellular service is unavailable, or unreliable, special exceptions must be made by the CO or designee on a case-by-case basis. Such devices must be on the list of GSA-approved devices and are to be processed through GSA's procedures for remote mobile management. This must allow for mobile access to GSA email, the NCMMS mobile environment and BAS alarms. The process for this and the list of currently approved devices is available upon request. Contractor personnel under this contract must obtain and maintain an official GSA ENT account (this is your enterprise account for signing into systems administered by GSA) and monitor their GSA email account for all notifications.
- Fax. Receiving and sending faxes is acceptable as a secondary communication method for locations that have problems with wireless device signal strength. However, delaying faxes because of combined usage of voice and fax on the same line is not acceptable.
- Administrative Station – Government will provide at least one Desktop/Laptop device per each contract group of buildings for NCMMS. Contractor must maintain the device per GSA IT requirements. The Government must provide and maintain core Operating Systems, updates, revisions and Microsoft Office (MS Office) tools.

C.1.2.3.1 CIO 2100 IT Security Policy

The Contractor must ensure compliance with GSA Order CIO 2100.1(L) or most current version, CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements, and CIO 12-2018, IT Policy Requirements Guide. Contractor core personnel under this contract must obtain an official GSA email account. Employees must have clearance before they must access GSA email, NCMMS, or other Government systems. The GSA Order CIO 2100 prohibits an employee or Contractor supporting GSA from creating or sending information using a non-official GSA electronic messaging account (*i.e.*, company or personal email account). The Contractor must ensure compliance with the Department of Homeland Security ICS-CERT cyber security guidance and recommendations. Guidance and most current version can be found at the web site in document titled "Web Links" at: Operations and Maintenance Specification.

C.1.2.4 Language

On-site personnel and the Contractor's Point of Contact (POC) for GSA need to be proficient in English, and must be able to read, write, speak, and understand English.

C.1.2.5 Employee Suitability

The GSAM 552.237-71 Qualifications of Employees (1989) clause must be followed at all times during the performance of this contract.

a. All contract employees requiring routine unescorted access to federally controlled facilities or information systems, or both, for more than six months (Regular Employees) shall be required to undergo a suitability determination before a personal identification verification (PIV) card is issued. Prior to the time that an identification card is issued, such Regular Employees shall be required to comply with normal facility access control procedures, including recording presence, temporary badging, and escorted entry, as applicable.
b. Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the contract.
c. Contract employees working less than six months (Temporary Employees) must, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees must be required to comply with normal facility access control procedures, including recording presence, temporary badge, and escorted entry, as applicable.
d. The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee must not be considered as assurance that a favorable suitability determination must follow.

e. The CO or designee must provide the Contractor with the required clearance procedures for obtaining necessary clearances. The Contractor must comply with these clearance procedures.
f. The Contractor must be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors must not be an excuse for any lack of Contractor performance under the contract.

C.1.2.6 Employee Technical Qualifications

Employees or subcontractors performing contract work involving the operation, maintenance or repair, inspection, or testing of any piece of equipment or system must be trained and possess the knowledge, experience and skills pertinent to the equipment or system as demonstrated by a current training certificate from an equipment manufacturer or a certificate by an organization acceptable to the CO. Contractor personnel must have NCMMS skills sufficient for "Use of NCMMS" as described in this subsection. All personnel or subcontractor personnel must possess all certifications and licenses required by Federal, state and local jurisdiction and National Fire Protection Association (NFPA) 72, National Fire Alarm Code, Section 10.5, for equipment that they must be operating, maintaining, repairing, inspecting or testing. At a minimum, a mechanic in each trade (*e.g.*, electric, HVAC, plumbing) must be a licensed journeyman grade in the local municipality in which they are working. All personnel under the team leader or subcontractor personnel must have the experience and skill set knowledge as described in the Service Contract Act (SCA) Directory of Occupations, Fifth Edition or later. For example, HVAC mechanics need to be as proficient as dictated by the 23410 and 23411 series and general maintenance mechanics must be as proficient as dictated by the 23370 series.

C.1.2.7 Certifications

Copies of all certifications for Contractor employees must be kept on-site and provided to the Government upon request. The Contractor must provide to the CO or their designee documentation of the certificates of training, licenses, and permits for all new employees not later than (7) seven business days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid and are loaded in NCMMS.

C.1.2.7.1 Qualifications of Fire Alarm System Technicians

A. Technicians performing contract work involving the inspection, testing, and preventive maintenance or repair of fire alarm systems must be certified by the National Institute for Certification in Engineering Technologies (NICET) and possess at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Fire Alarm Systems. The Contractor must submit to the CO or designee the NICET level certification number and expiration date for each field technician and inspector responsible for performing fire alarm system preventive maintenance and repair services required under the terms of this contract.
B. Technicians modifying the programming software of the fire alarm system must also be factory trained and certified by the system manufacturer for the specific type and brand of fire alarm system being serviced. The Contractor must submit to the CO or designee the factory trained certification number and expiration date for each specific manufacturer's equipment for each technician responsible for performing programming of the fire alarm system.

C.1.2.7.2 Qualifications of Water-Based Fire Suppression System Technicians

Technicians performing contract work involving the inspection, testing, and preventive maintenance or repair of water-based fire suppression systems must be certified by the National Institute for Certification in Engineering Technologies (NICET) and possess at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Inspection, and Testing of Water-Based Systems. The Contractor must submit to the CO or designee the NICET level certification number and expiration date for each field technician and inspector responsible for performing water-based fire suppression system PM and repair services required under the terms of this contract.

C.1.2.7.3 Qualifications of [Dry Chemical Extinguishing System], [Wet Chemical Extinguishing System]; [Clean Agent Fire Extinguishing System]; [Halogenated Extinguishing System]; [Carbon Dioxide Extinguishing System]; [Ventilation System Fire Extinguishing System]; [Smoke Control]; [Fire Damper];

[Smoke Damper]; [Combination Fire/Smoke Damper]; [Fire-rated Door Assemblies]; [Smoke Door Assemblies]; [Portable Fire Extinguisher]; [Emergency and Standby Power]; [Emergency Lighting Equipment]; [Exit Signage] Technicians

Technicians must be trained and possess a current training certificate for inspecting, testing, and maintaining these components from an equipment manufacturer or a certificate by an organization acceptable to the CO. The Contractor must submit to the CO or designee the certification document and expiration date, issued by the equipment manufacture or organization confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, and maintenance of such systems/equipment under the terms of this contract.

C.1.2.7.4 Qualifications for Electrical Technician

Technicians performing Subcontract work involving inspections, testing, and maintenance for the electrical switchgear must meet the qualifications by the American National Standards Institute/International Electrical Testing Association ETT-2015, Standard for Certification of Electrical Testing Technicians or qualifications by the National Institute for Certification in Engineering Technologies (NICET) and hold at least a Level 3 certification. In addition, the individual must also meet requirements under 29 CFR 1910 Subpart S for a Qualified Person.

The Contractor must provide documentation to the CO or designee on qualifications identified in this standard. Certification can be obtained through the ANSI/NETA Certification program or Electrical Testing Technician Certification Institute. Guidance can be found at the web site in the document titled "Web Links" at: Operations and Maintenance Specification**.**

Alternate certifications presenting evidence of equal or greater skills and qualification may be substituted; however, the burden to evidence the quality of such certification falls fully upon the vendor.

C.1.2.8 Employee Training

The Contractor must submit a training program to ensure employees working in a Federal building have the experience, knowledge, skills and abilities to perform the work required by this contract. The Contractor must document training and provide documentation to the CO or designee. This training must include the safety training requirements (i.e. fall protection, electrical safety, hazard communication, etc..) outlined in 29 CFR 1910 General Industry Regulations and/or 29 CFR 1926 Construction Industry regulations as applicable.

C.1.2.8.1 Asbestos Awareness Training

The Contractor must ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with 40 C.F.R part 763 and 29 C.F.R. part 1910. The Contractor must follow all instructions for each asbestos class job as outlined in 29 C.F.R. part 1910. The training must be conducted, at no additional expense to the Government, within 60 calendar days of contract start date. The Contractor must submit written certification to the CO, or designee, within five business days of the completion of training.

C.1.2.8.2 Re-Tuning Training

The Contractor must ensure that all Mechanical Engineers, Mechanical Supervisors, Operating Engineers, HVAC Mechanics, and Control Technician employees, including replacement workers, receive Building Re-Tuning Training, (guidance can be found at the web site in document titled "Web Links" at: Operations and Maintenance Specification a five (5) to six (6) hour online course) and refresher training every two years. The training must be conducted, at no additional expense to the Government, within 60 calendar days of the contract start date. The Contractor must submit written certification to the CO or designee within five (5) business days of the completion of training for each employee identified above.

C.1.2.8.3 Education Requirements and Certifications

All HVAC personnel designated to operate, maintain, repair, or any combination of HVAC equipment or systems must possess one or more of the following certifications:

A. North American Technician Excellence (NATE) HVAC Service Technician Certification
B. HVAC Excellence Professional Level Certification
C. UA Star HVAC Mastery Certification
D. Smart and Sustainable Building Certifications (see Section J.5)

All HVAC personnel designated to operate, maintain, and/or repair, or any combination of HVAC equipment or systems must maintain a minimum of 16 hours of continuing education per year from either NATE, HVAC Excellence, or UA Star recognized provider program. The Contractor must submit written certification to the CO or designee.

C.1.2.8.4 NCMMS Training

Contractor shall ensure that all staff using NCMMS complete Government provided new user training and On-Line University (OLU) NCMMS basic courses at a minimum. OLU Basic Training and Advanced Training must be completed within 60 calendar days of Contract start date and New User Training courses must be completed within one (1) year of Contract start date. Each course takes approximately 2 hours and consists of the following user training courses:

- Basic Navigation and Work Order Processes
- Searches, Reports and Ad Hoc Reports
- Advanced Work Order Processes
- Assets, Meters and Locations
- PMs, Job Plans and Routes
- Advanced Topics
- Work Centers, Inspections and Service Requests
-

Contractor shall identify and designate staff responsible for performing specific administrative tasks within NCMMS. Designated staff shall complete NCMMS Contract Administration requirements.

- Account Management
- People Records (Basic Navigations Course)
- Labor Records (Advanced Work Order Processes)
- Location Records (Assets, Meters and Locations session)
- Preventive Maintenance Work Orders (PMs, Job Plans and Routes)
- Conduct Quality Control Inspections (Advanced Work Order Processes)
- Generate Monthly Progress Reports (Searches, Reports and Ad Hoc Reports session
- Hazards and Precautions Management

Training will be provided by Regional NCMMS support staff via webinar by National NCMMS staff, OLU, or on-demand training. Contractor shall work with CO, or designee, to schedule with Regional NCMMS support staff for establishing a training plan. Upon completion of planned training a certificate is generated through OLU and shall be provided to the CO or designee. Contractors are required to maintain proficiency throughout the duration of the contract.

Training shall be completed at no additional cost to the Government. Contractor may request a waiver for staff that have previously completed NCMMS training and can demonstrate knowledge and proficiency using the system. Contractor shall identify all previously trained staff, and provide supporting documentation and records to the COR for waiver consideration. The Contractor shall submit written certification to the CO or designee within five (5) business days of completing training.

C.1.2.8.5 Lead Awareness Training

The Contractor must ensure that all employees, including replacement workers, receive lead awareness training and refresher training in accordance with 29 CFR 1910.1025(l) (1) (i). The training must be conducted, at no additional expense to the Government, within 60 calendar days of contract start date. The Contractor must submit written certification to the CO or designee within five (5) business days of the completion of training.

C.1.2.9 Appearance

Contractor personnel must present a neat appearance and be easily recognized. This must be accomplished by wearing uniforms bearing the name of the company and employee name. Uniforms must be regularly laundered, consistent among personnel classifications, and maintained presentable to tenant personnel during all working hours.

C.1.2.10 Standards of Conduct

The Contractor must be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and must be responsible for taking disciplinary action with respect to its employees, as necessary. The Contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee must adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. Smoking is only allowed in designated areas on the property and no smoking is allowed within the Facility.

C.1.2.11 Recording Presence

Each contract employee must sign in when arriving and departing the facility daily and follow card access requirements as directed by the CO or designee. Each contract employee must sign-out (in addition to signing in) using the same line that they used when signing in. Contract supervisors must indicate their titles alongside their signatures. The GSA Form 139 Log, or other designated form, shall be signed by all contract employees at the building entrance or other location designated by the COR or Ordering Official. The Contractor must provide copies of these records to the CO monthly or designee upon request.

C.1.2.12 Personal Identity Verification Requirements

Contractor employees that require access to GSA-controlled facilities or information systems to perform Contract requirements must comply with GSA personal identity verification requirements, guidance can be found at the web site in the document titled "Web Links" at: Operations and Maintenance Specification. The Contractor must insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

C.1.2.13 Credentials and Identification

Contractor personnel with credentials must be required to comply with all access security screening procedures applicable to Government or other personnel possessing similar credentials, or as determined by the building practices as defined by the Facility Security Committee. All Contractor personnel possessing credentials (PIV or otherwise) must visibly display their credentials at all times while in the building(s) where work is being performed.

The Contractor must be responsible for ensuring that all identification credentials are returned to the CO or designee whenever its employees leave the contract (*i.e.*, when the contract has been completed, employees leave the company, employees are dismissed or terminated or the Government determines that the employee is to be removed from the contract). The Contractor must notify the CO or designee whenever employee badges are lost.

The Contractor must be responsible for paying the Government for replacement credentials at the current cost per badge.

C.1.2.14 Escorting

Temporary contract employees who do not have favorable preliminary or final suitability determinations and need to work in non-public federally-controlled space must be escorted. In those cases, the Contractor must comply with the security clearance procedures for Escort Only Contractors. All uncleared contract employees must be escorted in non-public space by a Government employee or another responsible cleared contract employee who is approved by the CO or designee. Other Government agencies have specific agency security requirements for their own space that only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees who provide escorts for uncleared contract employees must always be within eyesight of the uncleared contract employees. The escort must watch uncleared employees and remain with

uncleared contract employees for the entire time they are in non-public federally controlled space. Any security violation of escort requirements by a cleared and approved contract employee must result in the immediate removal from the contract of all contract employees involved, *i.e.*, escorts and uncleared escorted contract employees. Also, violations of escort requirements by subcontract employees in accordance with security requirements shall be grounds for loss of facility access for those individuals or grounds for termination of contract, or both.

C.1.3 Quality Control Program

A Quality Control Program (QCP) must be developed and implemented by the Contractor. The Contractor's QCP must ensure contract compliance, and act to ensure that potential problems with building services, equipment and systems are identified, documented, and resolved prior to failure. In the event the Government Quality Assurance Program identifies deficiencies the Contractor must implement progressively responsive quality control measures commensurate with the severity of the Government's deficiencies. Deficiencies identified by the QCP or QASP must be recorded in the NCMMS and corrected.

C.1.3.1 Quality Control Plan

The QCP is the Contractor's complete written system for identifying and correcting deficiencies in the quality of services. Preparation of the QCP is the responsibility of the Contractor. The QCP, revisions or updates must be submitted for approval by the CO or designee. A review of the QCP can be initiated by direction of the CO or designee. The detailed, contract specific QCP must be submitted for review and approval to the CO or designee within 30 calendar days, prior to the contract start date.

C.1.3.2 Quality Control Plan Contents

The QCP must detail the Contractor's methods, frequencies, documentation, and remedies for ensuring that work performed is of the highest quality. It must describe procedures for correcting problems and addressing quality assurance findings by the Government. The Contractor must further customize the QCP to meet facility specific conditions, describing the Contractor's overall approach, service calls and preventive maintenance/inspection schedules, roles and responsibilities as it relates to quality control. The QCP is to be submitted for review and approval to the CO or designee within 30 calendar days, prior to contract start date.

The Quality Control Plan shall include, but not be limited to:

- An inspection system and schedule, which encompasses all requirements listed in the Performance Work Statement (PWS). It must specify the areas to be inspected, when inspections will be made, and the title of the individuals who will perform the inspections.
- The methods the Contractor will use for identifying and preventing defects in the quality of services performed before the level of performance becomes unacceptable.

C.1.3.2.1 Inspection Program

The Contractor must develop an inspection program that ensures a safe and efficient level of operation of all equipment and services required in this PBWS. It must specify the areas to be inspected on a scheduled or unscheduled basis, how frequently inspections must be accomplished, and the title of the individual(s) (third party or corporate) who must perform the inspections. The inspection program must provide for a written record of inspections and results. The inspection program plan must be planned, scheduled, tracked, and reported via NCMMS.

C.1.3.2.2 Methods

The Contractor must identify its methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

C.1.4 Quality Assurance

GSA's role in quality assurance is to ensure that the Contractor is achieving the quality levels established in the

operation and maintenance services contract and focuses on the Contractor's QCP. GSA periodically validates the execution of the Contractor's QCP by reviewing such areas as the Contractor's inspection forms, service request logs, tenant reports, tenant satisfaction surveys, the NCMMS surveys, and the timeliness of corrective actions. The QCP should be updated annually.

As part of the Government's quality assurance program, the Government may:

a. Review and, if warranted, reject any reports or other submittals required from the Contractor.
b. Review performance and service records, including monthly progress reports, BAS data, NCMMS data, and any computerized or hard copy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted.
c. Determine the adequacy of the Contractor's QCP and documentation and the overall success of this program. The Government must order improvements, if it determines the program is insufficient or ineffective.
d. Obtain tenant satisfaction and NCMMS survey information and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements.
e. Conduct physical inspections of facility equipment and systems, including programs and files maintained on computers in Contractor onsite offices and work areas, and require correction of deficiencies noted.
f. Perform inspections with Government personnel or independent third party inspectors.

C.1.4.1 Contracting Officer's Representative (COR)

Contracting Officer's Representatives (COR) must be appointed to monitor Contractor performance, and they have the right to inspect and accept or reject defective services, to include digital records. The COR has the authority to recommend deductions based on findings in the Quality Assurance Report. The name and telephone number of each COR under the contract must be furnished to the Contractor in writing by the CO.

C.1.4.2 Government Monitoring

The Government must inspect the Contractor's performance using a quality assurance program (QASP) through random inspections, scheduled inspections, or any other method of inspection by the COR or designee that the Government determines reflects the actual performance of this contract. Contractor performance must be evaluated on the basis of the performance success or deficiencies, success or failure in meeting contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions must be noted, a record of significant performance deficiencies must lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action. The Contractor must meet with the CO or designee and other Government representatives, at the discretion of the CO or designee, to review contract performance.

C.1.4.3 Performance Evaluations

Contractor performance must be evaluated on the basis of the performance success or deficiencies, success or failure in meeting contract requirements, and the Contractor's record of correcting deficiencies when noted. A mutual good faith effort must be made by all parties to resolve all issues. GSA uses the Contractor Performance Assessment Reporting System (CPARS) to evaluate the Contractor's performance. Evaluations are generally conducted annually on or about the anniversary date of the contract and also at the end of the contract period, but may be conducted more frequently if CO or designee determines it is needed.

C.1.5 Physical Security

The Contractor must be responsible for safeguarding all Government property provided for Contractor use in accordance with the Government Property (GP) clause, Federal Acquisition Regulation (FAR) 52.245-1. Any loss of integrity in the lock and keying system must be immediately reported to the COR.

C.1.5.1 Key Control

The Contractor must follow the building's key control program; refer to Policy 5900.1ADM, Physical Access Control Systems in U.S. General Services Administration Controlled Space. Keys issued to the Contractor or the

Contractor's personnel or subcontractors must be signed for and not transferred to other personnel unless recorded in the key control log. All new locks must be incorporated into the existing grand master key system. The Contractor must develop procedures covering key control that must be included in the QCP. The Contractor must be financially liable and must furnish locksmith services and key blanks for installation and removal of lock-sets and tumblers, and costs associated with re-keying due to the loss of a master key by Contractor and/or their subcontractor(s). The Contractor must also be financially responsible for duplication of keys, replacement of locksets, opening doors in the event of lost keys by employees or subcontractors, and replacement of keys and lock-sets, due to keys not being recovered from terminated employees or subcontractors.

C.1.5.2 Lock Combinations

The Contractor must establish and implement methods of ensuring all lock combinations are not revealed to unauthorized persons. These procedures must be included in the Contractor's QCP.

C.1.6 Safeguarding Sensitive Data and Information Technology Resources

C.1.6.1 General

The Contractor is responsible to safeguard sensitive Government data, personal information and the integrity of Government information technology resources. This subsection applies to all users of sensitive data and information technology (IT) resources, including awardees, Contractors, subcontractors, lessors, suppliers and manufacturers. Contractor personnel requiring access to GSA's Network must comply with all Federal Information Technology regulations regarding Trusted Internet Connection (TIC) in conjunction with Public Buildings Service (PBS) and GSA Chief Information Officer (CIO) IT policies, *i.e.*, all PBS IT systems needing network connectivity must reside on the GSA network. The following GSA policies must be followed:

a. CIO P 2100.1(*), GSA Information Technology (IT) Security Policy
b. CIO P 2100.2(*), GSA Wireless Local Area Network (LAN) Security
c. CIO 2100.3(*), Mandatory Information Technology (IT) Security Training Requirement for agency and Contractor Employees with Significant Security Responsibilities
d. CIO 2104.1(*), GSA Information Technology IT General Rules of Behavior
e. CIO 2105.1(*), GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
f. CIO 2106.2(*), GSA Social Media Policy
g. CIO 2107.1(*), Implementation of the Online Resource Reservation Software
h. CIO 2160.4(*), Provisioning of Information Technology (IT) Devices
i. CIO 2162.2(*), Digital Signatures
j. CIO P 2165.2(*), GSA Telecommunications Policy
k. CIO P 2180.1(*), GSA Rules of Behavior for Handling Personally Identifiable Information (Pll)
l. CIO 2182.2(*), Mandatory Use of Personal Identity Verification (PIV) Credentials
m. CIO P 1878.2(*), Conducting Privacy Impact Assessments (PIAs) in GSA
n. HCO 9297.1(*), GSA Data Release Policy
o. ADM P 9732.1(*), Suitability and Personnel Security. The Contractor and subcontractors must insert the substance of this order in all subcontracts.

These Policies can be found at the website in document titled "Web Links" at: Operations and Maintenance Specification. (*) Denotes the use of the most current issue is to be used.

C.1.6.2 Safeguarding and Dissemination of Controlled Unclassified Information

C.1.6.2.1 General

This subsection applies to all recipients of Controlled Unclassified Information (CUI), including offerors, bidders, awardees, Contractors, subcontractors, lessors, suppliers and manufacturers. Dissemination of sensitive but unclassified paper and electronic building information must be made on a need to know basis in accordance with GSA Order PBS P 3490.2, a copy of which must be made available upon request.

C.1.6.2.2 Marking CUI

Contractor-generated documents that contain building information must be reviewed by the CO/COR to identify any CUI content, before the original or any copies are disseminated to any other parties. If CUI content is identified the CO or designee must direct the Contractor, as specified elsewhere in this Contract, to imprint or affix CUI document markings to the original documents and all copies, before any dissemination.

C.1.6.2.3 Authorized Recipients

Building information designated CUI must be protected and controlled by strictly limiting access to those individuals having a legitimate business need to know such information. Those with a need to know must include Federal, state and local Government entities, and non-Government entities engaged in the conduct of business on behalf of or with GSA. Non-Government entities must include architects, engineers, consultants, Contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient Contractors must be registered as "active" in the System for Award Management (SAM) database at the web site titled "Web Links" at: Operations and Maintenance Specification. If a subcontractor is not registered in the SAM and has a need to possess CUI building information, the subcontractor must provide to the Contractor its DUNS number or its tax ID number, a copy of its business license and a valid state driver's license with photograph or other valid IDs with photograph. The Contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

All GSA personnel and Contractors must be provided CUI building information when needed for the performance of official Federal, state, and local Government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments must require access to CUI building information on a need to know basis. This clause must not prevent or encumber the dissemination of CUI building information to public safety entities.

C.1.6.2.4 Dissemination of CUI Building Information

C.1.6.2.4.1 By Electronic Transmission

Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

C.1.6.2.4.2 By Non-electronic Form or on Portable Electronic Data Storage Devices

Portable electronic data storage devices include, CDs, DVD, and USB drives. Non-electronic forms of CUI building information include, among other formats, paper documents.

C.1.6.2.4.2.1 By Mail

Contractors must use only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

C.1.6.2.4.2.2 In Person

Contractors must provide CUI building information only to authorized recipients with a need to know such information.

C.1.6.2.5 Record Keeping

Contractor must maintain a list of all entities to which CUI is disseminated. This list must include at a minimum: (1) the name of the state, Federal, or local Government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with

access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the Contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment must be withheld until the lists are received.

C.1.6.2.6 Safeguarding CUI Documents

CUI building information (both electronic and paper formats) must be protected. GSA Contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

C.1.6.2.7 Destroying CUI Building Information

When no longer needed, CUI building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO 2103.1 Controlled Unclassified Information (CUI) Policy and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, CUI building information may be returned to the CO.

C.1.6.2.8 Notice of Disposal

The Contractor must notify the CO that all CUI building information has been returned or destroyed by the Contractor and its subcontractors or suppliers with the exception of the Contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. The Contractor may return the CUI documents to the CO rather than destroying them.

C.1.6.2.9 Incidents

All improper disclosures of CUI building information must be reported immediately to the CO. If the contract provides for progress payments, the CO must withhold approval of progress payments until the Contractor provides a corrective action plan explaining how the Contractor must prevent future improper disclosures of CUI building information. Progress payments must also be withheld for failure to comply with any provision in this clause until the Contractor provides a corrective action plan explaining how the Contractor must rectify any noncompliance and comply with the clause in the future.

C.1.6.2.10 Subcontracts

The Contractor and subcontractors must insert the substance of these subsections 1.6.2, Safeguarding and Dissemination of Controlled Unclassified Information Building Information through 1.6.2.9, Incidents, in all subcontracts.

C.1.7 Hours of Operation

C.1.7.1 Normal Working Hours

The Contractor must maintain the following customer-service hours, which are referred to in this contract as Normal Working Hours:

- Monday - Friday 8:00 AM to 5:00 PM for the Robert J Dole Courthouse
- Monday - Friday 7:00 AM to 5:30 PM for the SSA Federal Building

C.1.7.2 Core Coverage Hours

The Contractor must maintain a staff presence during the core coverage hours**:**

- Monday - Friday 6:00 AM to 6:00 PM for the Robert J Dole Courthouse and SSA Federal Building

The Contractor must ensure employees maintain communications access with the CO or designee to allow contact by the Government at all times during core coverage hours and to communicate effectively with CORs/Facility Managers and Facility Manager Supervisors.

C.1.7.3 Recognized Holidays

Federal holidays for the purpose of this Contract are New Year's Day, Martin Luther King, JR. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. When Federal holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

Unanticipated holidays declared by the President will count as federal holidays. If the building is operating in holiday mode, employees should be paid and no leave shall be required of the employees. In the event that a facility will remain OPEN for any reason of national security, defense or other public need, the facility should operate as normal and there will be no adjustment in the contract price as a result. It is therefore important that you coordinate whether or not contract staff will be required to report to the job site with the COR.

C.1.7.4 Extended Operating Hours

Should extended operating hours be needed during the period of the contract (i.e. construction support), the Contractor will be notified of these changes as soon as possible and appropriate contract cost changes will be negotiated with the CO.

- Public corridors remain illuminated until 7:30pm for janitorial services but no HVAC is supplied after normal operating hours.

C.1.7.5 Building Access

The Contractor expects that tenants of the building will provide reasonable access to their space to allow the Contractor to carry out the task of providing those building services that are contracted for by GSA in this document. If the tenant does not provide reasonable and timely access to their space, the Contractor must immediately notify the CO or designee. The Contractor is not authorized to negotiate or accept any changes requested by the tenant to the services required in this specification.

C.1.8 Conservation of Utilities

The Contractor must be proactive in attempts to meet all current and future energy and utility goals of the Government. The Contractor must establish a Performance Plan addressing operational methodology for tracking, trending and improving facility efficiencies. They must ensure, through the use of operational logs, preventive maintenance, systems test and balance, and other necessary means, an effective controls sequence-of-operations best meeting the facility's current and future energy and utility goals. The Contractor must submit the Performance Plan to the CO or designee for approval. This Performance Plan must be part of the Energy and Water Efficiency Monthly Report. Continually and systematically performing these activities forms the backbone of a robust O&M contract and must be a primary factor for assessing the performance of the Contractor.

C.1.9 Use of NCMMS

C.1.9.1 General

The Contractor shall be responsible for completing all CMMS actions in accordance with the National CMMS Policy Desk Guide (April 30, 2019 or newer version) which can be found at the website in a document titled "Web Links" at: Operations and Maintenance Specifications. Contractor's On-site office management (Project Manager, Supervisor and/or representative) must use the NCMMS for the capture of all work performed at all facilities covered by this Contract. This includes subcontract work, records documentation, equipment maintenance, locations and inventories, warranty information, job plans, preventive maintenance plans and tracking, O&M manuals,

reports, systems inspection, tour sheets, operating logs, safety plans, quality control inspections, Work Orders, Work Order close out, miscellaneous hours information, Overtime Utilities information, all tests, equipment photos, certifications, meter readings, permits, existing deficiency reports, initial deficiency reports and other records required by current and future policies. The Contractor must use the NCMMS to validate and update the equipment inventory and all locations where Contractor work occurs on a continuous basis including an annual certification that the equipment inventory is up to date and complete.

C.1.9.2 Operations

The Contractor must use the NCMMS uploader templates to review and bulk update data in the NCMMS. The NCMMS produces the uploader templates as Excel spreadsheets, pre-loaded with data. The Contractor must use the existing inventory and asset location list in the NCMMS. Any bulk data changes or additions must be submitted to the COR, using the NCMMS generated/approved templates, linked to valid locations, assets/equipment in the NCMMS. The Contractor must perform data updates through the NCMMS user interface, instead of bulk uploads. Updates must be submitted in NCMMS to the COR for approval.

The Contractor must:

a. Maintain and update Equipment Inventory (Assets), Job Plans, Preventive Maintenance, Hazards and Safety Plans in the NCMMS.
b. Maintain existing equipment labeling per subsection C.5.3.2.b.
c. Update equipment inventory data on an ongoing basis
d. Asset inventory shall be completed during the PM cycle, within the base year of this contract, and not as an additional requirement, at no additional cost to the Government.
    a. Add label to asseted items where label does not exist
    b. Request approval of all PMs for COR
    c. Identify asset has an active PM or route
    d. Identify parent/child relationships of assets within NCMMS

CO or designee must enforce inventory accuracy by reviewing the NCMMS equipment and location data against equipment for which preventive maintenance was recently performed.

All personnel requiring access to GSA's NCMMS must obtain a Government access account ENT credential and maintain an up to date system profile. At a minimum, this must entail logging into the GSA system at least once every 30 business days to maintain an active profile, and completing the mandatory annual GSA IT Security Training courses through GSA Online University., Find link at the web site in document titled "Web Links" at: Operations and Maintenance Specification. For routine updates and notices, the Contractors must use the gsa.gov email address as the sole communications venue and this email must be kept active. NCMMS will send an automated email every 30 days. After 90 consecutive days of inactivity the account will be removed from NCMMS. The Contractor must use the NCMMS mobile work management practices, including GSA NCMMS mobile applications, to create, update and complete Work Orders; and record start/finish/ complete times for Work Orders in real-time.

C.1.9.3 Reporting

Contractor must deliver, upon request of the COR or CO, reports produced from the NCMMS and use the NCMMS to provide current Contract monthly submittal requirements, such as monthly reporting quality control reports; preventive maintenance, assets and work order tracking for the CO or designee when requested.

C.1.10 Documentation and Records

All records and files that this Contract requires the Contractor to maintain must be made readily accessible to Government representatives, including third-party contract inspectors, on request. All records, files, plans, and other Contract-related documents used or generated during the course of the Contract by the Contractor, including all standard operating procedures, preventive maintenance plan schedules and building operating plans, must become the property of the Government, (excluding, however employee personnel files and company financial information). Files are to be provided in both hard copies and electronic copies. All records are subject to the Freedom of Information Act and Privacy Act and any requests for release of any records must be handled accordingly.

C.1.11 Ordinances, Taxes, Permits, and Licenses

Without additional expense to the Government, the Contractor must fully comply with all local, city, state, and Federal laws, regulations, and ordinances. The Contractor must also be liable for all applicable Federal, state, and local taxes and must obtain and pay for all permits, fees and licenses governing performance under the Contract.

C.1.12 Other Contractors

The Government must undertake or award other contracts for additional work, and the Contractor must fully cooperate with such other Contractors or Government employees. The O&M Contractor must be responsible for entering work related data in the NCMMS performed by other Contractors (*e.g.*, elevator services) as directed by the CO or designee. The Contractor must carefully schedule its own work, in conjunction with the additional work. In addition, the Contractor must not commit or permit any act that must interfere with the performance of work by another Contractor or by Government employees.

C.1.13 Government Forms

The various Government forms mentioned in this PBWS, such as recording presence forms, and inspection forms, must be obtained from the CO or designee.

C.1.14 Contractor Maintenance Performance Plans

This Contract requires in Sections 5 and 6 that the Contractor provides specific plans, for each facility, to ensure efficient and effective operation of equipment and systems. Plans that are required by this Contract must be submitted per the specified schedule (see Section J.3, Contractor Maintenance Performance Plans Submittal Schedule) and must be evaluated for completeness. Government approval is required before they are accepted and implemented. The Government reserves the right to require changes to the Contractor performance plans. All plans must take into consideration the following:

a. Peak performance - The system as a whole must be considered when designing a performance plan.
b. System longevity – Following the performance plan must enhance the life of the equipment or a system and mitigate events that could shorten the life of the equipment or a system.
c. Energy Conservation – The performance plan must support energy efficiency and reduction goals as much as is practical. Also include ongoing Energy Savings Performance Contracts (ESPC).
d. Conditioned Space – The spaces served by the system must be considered as to type and purpose in relation to system performance.
e. Variability - The plan format must consider the various configurations of the building(s) and their systems and use specific templates for the standard configurations such as systems in small remote locations, high rise structures or campus installations.

SECTION 2: DEFINITIONS

C.2.0 General

This section is a list of definitions of certain terms used in this PBWS.

C.2.1 Above-Standard Services

Above-Standard Services are services such as Overtime Utilities or Agency equipment repair and maintenance not covered in the monthly price of the Contract and is normally funded by the agency requesting such services.

C.2.2 Acceptance

"Acceptance" means an authorized representative of the Government has inspected and agreed that the work meets all requirements of this Contract, including all documentation requirements.

C.2.3 Accident

An accident is defined as any unplanned event that results in personal injury or in property damage. When the person requires little or no treatment, it is minor. If it results in a fatality or in a permanent total, permanent partial, or temporary total (lost-time) disability, it is serious. Similarly, property damage may be minor or serious.

C.2.4 Action Plan

The proposed corrective action taken must be for the prevention of repeated issues and rectification of non-compliance. Action Plans will include: at a minimum the proposed solution, the schedule, any financial risks to the Government, a list of required subcontractors, and any specific safety and/or security considerations

C.2.5 Acts of God

Acts of God are identified as an unanticipated grave natural disaster or other natural phenomenon of an exceptional, inevitable, and irresistible character; the effects of which could not have been prevented or avoided by the exercise of due care or foresight.

C.2.6 Additional Services

"Additional services" are services that the Contractor must provide at an additional cost to the Government, including all labor, supervision, supplies and materials specifically identified as being outside the provisions of the basic services and pricing. The CO or designee must issue a separate delivery order before work must proceed.

C.2.7 Advanced Meters

Advanced meters are deployed in a building in addition to utility meters to measure and record interval data and communicate the data in a format that can be easily integrated into an advanced metering system.

C.2.8 Advanced Metering Systems

Advanced Metering systems are systems that collects time-differentiated energy usage data from advanced meters via a network system on a request or defined schedule basis. The system is capable of providing usage information on a daily basis and can support desired features and functionality related to energy use management, procurement and operations.

C.2.9 Annual Child Care Facility Survey

Annual Child Care Facility Survey is an occupant safety inspection performed annually by the GSA Child Care Program Manager and Facility Manager (and sometimes the O&M Contractor - that is the Facility Managers decision).

C.2.10 Architectural and Structural

"Architectural and structural" systems include all building structure, envelope, building improvements and finishes, and site improvements (*e.g.*, paving, walkways and, asphalt) to the property line.

C.2.11 Basic Services

Basic Services of the Contract consists of the recurring contract requirements for which the Contractor is paid as a base price, *i.e.*, the requirements established by the Contract, this PBWS and related general and administrative requirements that do not contain provisions for separate reimbursement. Indefinite Quantity services (Additional Services and Reimbursable Repairs) are requirements outside of Basic Services for which payment is made on a case-by-case basis.

C.2.12 Building Automation System (BAS)

The "building automation system" is a system controlling and monitoring building HVAC, and possibly other systems, including all BAS devices, field and global controllers, instrumentation, networking infrastructure, computers and peripherals, software, programming, database files, and licenses.

C.2.13 Building Operating Plan

The "Building Operating Plan" (BOP) is a mandatory plan requiring Government approval that the Contractor develops for new buildings or reviews and updates for existing facilities that documents the procedures for the operation of all the mechanical and electrical equipment and systems covered by this Contract under normal circumstances and emergency contingencies.

C.2.14 National Computerized Maintenance Management System (NCMMS)

A "computerized maintenance management system" is a database and application software package that automates the O&M and repairs record keeping requirements. GSA's National Computerized Maintenance System (NCMMS) is designed to enhance efficiency and effectiveness of service and maintenance activities. Typical features include planning, scheduling and monitoring of service Work Orders and maintenance. The NCMMS is a central repository (Database) for all service requests and maintainable GSA assets. The NCMMS provides a mandatory, agency-wide means and method for processing, analyzing and reporting all service and maintenance work, equipment, costs, and labor hours for all of GSA.

C.2.15 Consumable Parts

"Consumable parts" are parts or components that customarily require regular replacement rather than repair in a maintenance program and must be disposed of properly. Examples include: oil, grease, belts, filters, ballasts, and lamps.

C.2.16 Contracting Officer (CO)

Contracting Officer (CO) is a GSA employee who has the overall responsibility for the administration of this Contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the Contract terms, conditions, requirements, specifications, details and delivery schedules. The CO must delegate administration of the Contract to a Contracting Officer's Representative.

C.2.17 Contracting Officer's Representative (COR)

Contracting Officer's Representatives (COR) must be appointed by letter from the CO. CORs or designees must be the primary Government representatives for the administration of Contract, must have proper training and experience in inspecting contracts, but do not have the authority to modify the Contract.

C.2.18 Contractor

"Contractor" as used in this PBWS refers to the company or firm awarded this Contract.

C.2.19 Core Coverage Hours

"Core coverage hours" are the hours when the Contractor is required to maintain Basic Services.

C.2.20 Corrective Maintenance

Corrective Maintenance is a term from the NCMMS tool that refers to any activity that is not previously scheduled per industry standards, the PBS-P100 Design Standard, PBS 2018 (or most current) Preventive Maintenance Standards, or other referenced standards. The term includes service calls, equipment problems, minor repairs or unscheduled maintenance activities.

C.2.21 Demand Response Program

Demand Response Program is a load management program that usually offers the Government incentives to curtail energy demand during peak use periods to protect system reliability or respond to market conditions. This program requires that the Contractor perform specific requirements to satisfy the curtailment request (*e.g.*, using onsite generation, switching to different fuels, or turning off excess equipment).

C.2.22 Emergency Callback

An "emergency callback" is a Work Order for service placed outside of Normal Duty Hours and of such a nature that response cannot wait for the resumption of the next day's Normal Working Hours. An emergency creates a life/safety hazard or immediate loss or damage of Government property and the event can disrupt the routine operation of the building, thereby preventing the tenants from working or the building from being secured.

C.2.23 Environmentally Sustainable Products and Services

Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison must consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Attributes of environmentally sustainable products or services include those that are energy efficient, greenhouse gas reducing, water-efficient, biodegradable, environmentally preferable, non-ozone depleting, contain recycled content, non or less toxic, EPA-designated and bio-based.

C.2.24 Exterior

The exterior is the area from the building or facility extending to the legal property line. This includes but not limited to entrances, landings, steps, sidewalks, parking areas, arcades, courts, planters, lawns, irrigation systems, fountains, playground, security bollards, guard booths, gates, fences, flagpoles, building-mounted poles, and ground lighting located adjacent to the facility.

C.2.25 Fire Protection and Life Safety Systems

"Fire protection and life safety systems" are systems and equipment installed in the building to: detect fire and products of combustion, notify building occupants and emergency responders, initiate smoke control systems, initiate fire suppression systems, control or suppress fires and facilitate or enhance emergency egress. These systems

also must communicate with other major building systems for fire and smoke control, elevator recall and utilities control.

C.2.26 GSAlink

GSAlink is a strategic software analysis platform to leverage automated building analytics technology to capture real-time building systems point data, apply rules-based analytics software to the data and spot trends and deficiencies while reporting actionable events via the NCMMS as a Work Order to building operators, O&M Contractors, and GSA Service Center Facility Managers.

C.2.27 Green Procurement Compilation (GPC)

The GPC specifies requirements to use environmentally sustainable products and services.

C.2.28 Indefinite Quantity

"Indefinite quantity" provisions in a Contract permit the Government to order work, in addition to the Basic Services, and upon acceptance permit additional payment to the Contractor.

C.2.29 Initial Deficiency Report

The "Initial Deficiency Report" is a listing of the deficiencies that exist in the equipment and systems covered by this PBWS, as well as the Contractor's itemized price (including, labor, materials, overhead, and profit) for correcting each deficiency. Initial Deficiency Report findings are logged in NCMMS.

C.2.30 Miscellaneous Work

"Miscellaneous work" is additional labor, in addition to PM and equipment maintenance, that is performed at the direction of the COR or CO (*i.e.,* they are part of Basic Services). The Contractor must also provide consumable materials to complete the request. Miscellaneous work is treated as a Service Call and is included in the Basic Operations and Maintenance price quoted per month on the bid sheet. During normal duty hours, minor requirements are considered "miscellaneous work" as it relates to routine, day-to-day operational requirements requested by the tenant in making door keys, changing locks, hanging pictures, maps and bulletin boards, trimming door bases, and other similar functions, as directed. Miscellaneous work must be accomplished in the same time frame as routine service calls, unless otherwise directed by the CO or designee.

C.2.31 Modification of Contract

A modification is a change to the terms and conditions of the Contract. In accordance with FAR 52.212-4(c) – Changes, the parties must agree to any changes to the terms and conditions of the Contract via a written modification to the Contract signed by the Contractor and the CO. Notwithstanding the foregoing, the CO may modify the period of performance of the Contract via a unilateral modification, *i.e.,* without the consent of the Contractor, in accordance with FAR clause 52.217-8, Option to Extend Services, and FAR clause 52.219-9, Option to Extend the Term of the Contract, both of which are included in this Contract.

C.2.32 Non-Reimbursable Repairs

A "non-reimbursable repair" is a repair that is the Contractor's responsibility with no additional reimbursement from the Government.

C.2.33 Normal Working Hours

"Normal Working Hours" are the hours of building occupancy by the tenants (typically 10 hours) when all services must be available to occupants.

C.2.34 Occupant Emergency Plan (OEP)

The lead agency (the largest agency in the building) in each building is responsible for development and enforcement of the building's "Occupant Emergency Plan" (OEP). The OEP details what the building tenants must do in case of an emergency. The plan identifies floor wardens and shelter in place locations.

C.2.35 Ongoing Commissioning

A facilities management and technical approach designed to resolve operating problems, improve comfort, optimize energy use, and identify retrofits for existing buildings using data from multiple systems (*e.g.*, BAS, advance meters and GSAlink). This process can identify equipment inefficiencies as they occur and allow for quick remediation and greater energy and cost savings.

C.2.36 Open Protocol Systems

The Contractor must use an open source computer operating system typically composed of coordinated modular components from a number of sources and not reliant upon any proprietary elements. Characteristics of open protocol systems include the exposure of the source code, which is thus available for understanding and possible modification and improvement, portability, which allows the system to be used in a variety of environments, and interoperability, which allows the system to function with other systems. "Open" applies to communication protocols, software and business practices.

C.2.37 Operations

"Operations" is the continual process of using building equipment systems to accomplish their function, optimize building performance and improve energy efficiency. Operations includes analysis of requirements and systems capabilities, operating controls and control systems, responding to Work Orders, touring and observing equipment performance and condition, adjusting equipment, identifying needed maintenance and repairs to equipment, and maintaining lubrication and chemical treatments.

C.2.38 Overtime Utilities

"Overtime Utilities" (OTU) are utilities and services that are outside Normal Working Hours and are funded by tenant agencies. Contractor support for OTU must be considered an Additional Service and must be on a separate requirements task order. OTU are scheduled and approved in advance to provide lights and HVAC beyond Normal Working Hours.

C.2.39 Partnering

Partnering is a formal management process in which all parties to an endeavor agree at the outset to provide an effective problem-finding/problem-solving management team, composed of personnel from both parties, thus creating a single culture with one set of goals and objectives. Partnering also requires the recognition that risks and accountability must be shared by both parties and that maintaining a healthy partnership is everyone's responsibility. The outcome of this initiative is for GSA to leverage Contractor technical, managerial and decision making expertise to assist GSA in accomplishing the Contracts performance goals and objectives.

C.2.40 Performance Based Work Statement (PBWS)

The Performance Based Work Statement details the work requirement and can be referred to as the specification.

C.2.41 Predictive Maintenance

Predictive maintenance is a program of maintenance activities in which scheduling of maintenance is derived from monitoring the operating condition, or changes in the operating condition, of equipment being maintained.

C.2.42 Preventive Maintenance

Preventive maintenance is a program of scheduled maintenance activities performed based on a fixed schedule or on equipment runtimes.

C.2.43 Quality Assurance Surveillance Plan (QASP)

The QASP is the Government's surveillance and assessment method of monitoring and evaluating the Contractor's performance.

C.2.44 Quality Control Plan

The Quality Control Plan (QCP) is the Contractor's complete written system for identifying and correcting deficiencies in the quality of services to prevent the level of performance in operations from becoming unacceptable or negligent.

C.2.45 Rapid Building Assessment Program

The Rapid Building Assessment Program is an electricity and water assessment program conducted by a third party, which provides features that allow GSA staff to improve electricity and water efficiency for assets that have access to interval electricity and water metering. It uses proprietary statistical methods and advanced data analytics to provide building-specific performance benchmarks for electricity and water savings.

C.2.46 Repair

A "repair" is an act of restoring inoperable, dysfunctional or deteriorated equipment, systems or material to a fully functional, non-deteriorated state. Repairs involve some combination of labor and repair or replacement of the equipment, parts, components or materials.

C.2.47 Reimbursable Repair

A reimbursable repair is a repair that is reimbursable to the Contractor, in whole or in part, in accordance with the provisions of the PBWS.

C.2.48 Tour

A tour is generally a scheduled inspection of equipment rooms and installations including computer rooms and restrooms by Contractor operating personnel for the purpose of ensuring that equipment is running properly, ensuring that equipment rooms are in good order and without safety hazards, and making any necessary adjustments to operating controls or to lubricate equipment. A tour inspection can be a combination of physical visits and automated systems for the monitoring of equipment and systems. Operating logs and tour sheets are a part of the tour program plan.

C.2.49 Vertical Transportation Systems

Vertical transportation systems are designed to transport persons or materials between two or more levels in a vertical direction, which commonly includes elevators, escalators, dumbwaiters, and lifts.

C.2.50 Watch

A watch involves performing certain requirements required for the operation of the HVAC equipment (central systems over 300 tons), boilers, compressors, and related equipment in a centralized location. Watches include, starting equipment, checking at designated intervals all operating equipment in the area, recording readings, shifting equipment and loads, making adjustments at the central control center, taking water samples, making tests, and adding chemicals, as required. A watch does not mean that the operator stays in the same location for an entire shift. The equipment shall be toured every 2 hours starting at the beginning of each workday and ending with the cessation

of normal working hours. A 24 hour watch is not necessary except in the case of operational emergencies. The time spent is that required to perform the tasks outlined in this contract and as indicated on a Government approved Watch Sheet and Operator Assignment Sheet.

C.2.51 Work Order

A Work Order (Work Request/Work Order) is a documented response entered into the NCMMS to a request by GSA, the tenant or a Contractor's observation that some equipment, system or material covered by the Contract is inoperable, dysfunctional, deteriorated, or not within normal operating parameters, or that the performance standard of the Contract is not being met. Work Order response involves analysis of the problem and adjustment of operating or monitoring controls or other immediate corrective action. Work Orders may be generated automatically from interfaces to BAS, central communications service or diagnostic software.

SECTION 3: GOVERNMENT-FURNISHED PROPERTY

C.3.0 General

The Contractor or the Contractor's employees must not use Government property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor will take appropriate precautions to safeguard and protect from damage, theft or misuse government furnished equipment. Government furnished property lost, stolen or damaged due to Contractor neglect must be replaced at the expense of the Contractor.

C.3.1 Electric Power

The Government must provide electrical power at existing outlets for the Contractor to operate equipment that is necessary in the conduct of its work.

C.3.2 Water Source

The Government must provide hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water must be provided.

C.3.3 Contractor Office Space and Furnishings

The Contractor may use space in the building and furnishings, if available with permission from the CO or designee. One (1) parking spot will be provided to the Contractor at no additional cost at the Dole CTHS at SSA Federal Building. Contractor may request COR for additional parking in a case-by-case situation. Any existing equipment within GSA space, such as lockers, tables, benches, chairs, and appliances may be used by the Contractor during the term of the Contract, provided written authorization is received from the CO or the designee. Space in the building, furniture and furnishings, and equipment for Contractor use (including a supervisor's office) is to be used for official business only in the performance of this Contract. If the Government supplies telephones, they must only be used for communication related to the Contract. Allocated space, furnishings and equipment must be kept neat and clean and returned to the Government at the expiration of the Contract in reasonably the same condition as at the time of entering into the Contract. The Government retains the right to change permission for use of space and furnishings throughout the life of the Contract.

C.3.4 Storage Space

Space will be provided in the building for the storage of supplies and equipment that is to be used in the performance of work under the Contract. The Contractor must maintain this space in a clean, neat and orderly condition. Contractor must store all flammable or combustible liquids in a UL- rated flammable storage cabinet or inside storage room as indicated in 29 C.F.R. 1910.106(d) and NFPA 30. The Government must not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts, or equipment.

C.3.5 Network Equipment and Computer Hardware

Government-furnished network equipment and computer hardware must be used in all cases for PBS IT systems. Network equipment- includes any equipment that has IT routing and switching functionality.

- Computer hardware includes PCs, laptops, and their peripherals (monitors, microphones and keyboards).
- Proprietary system hardware/software can be Contractor provided, but is subject to network and system testing, review and approval for connection to GSA's network and acceptance of the GSA IT.

Government-Furnished IT – GSA IT must provide one laptop to newly integrated (to the GSA network) BAS sites for the purpose of giving all users access to the building monitoring and control systems. Please note availability of hardware is dependent on the availability of budgeted funds dedicated for this purpose, which may or may not be renewed on an annual basis. Existing GSA workstation refreshes must still be coordinated through the regional Office of the Chief Information Officer's office. No hardware (workstations, servers, switches) must be provided unless an approved network diagram is submitted.

C.3.6 Government Furnished Equipment

Within 15 calendar days of contract start date the Contractor and the COR shall conduct a joint inspection of all Government furnished equipment listed. The Contractor shall sign the Receipt in **J.6.3, Government Owned Equipment**. The condition of the equipment shall be noted. The Contractor shall be liable for the loss or damage to Government furnished property beyond normal wear and tear.

Stock NO.	Description	Quantity	Unit of Issue
ST17292	Single Man Lift, Workforce XLT2900	1	EA

SECTION 4: CONTRACTOR-FURNISHED PROPERTY SUPPLIES/MATERIAL/EQUIPMENT

C.4.0 General

The Contractor must provide all labor, services, supplies, material, and equipment necessary to perform efficiently and effectively the requirements of this Contract, except as explicitly stated within this PBWS. At the expiration or termination of this Contract, all equipment furnished and installed by the Contractor in the building must remain and become the property of the Government. All electronic data used to operate, track and maintain the facility remains the property of the Government and must be turned over to the Government in an electronic media identified by the Government. All non-electronic media used to operate, track and maintain the facility remains the property of the Government and must be turned over to the Government in good condition upon request or upon the completion of the Contract.

C.4.1 Specific Requirements - RESERVED

SECTION 5: OPERATIONS-SPECIFIC REQUIREMENTS

C.5.0 General

The Contractor must provide building operations services for all systems covered by this Contract, maintain uninterrupted utilities services, and environmental conditioning to tenants during Normal Working Hours, and at other times as described in this PBWS, to preserve the asset value of the facility and its systems, and minimize operating costs to the Government without compromising other Contract objectives or requirements.

C.5.1 Tenant Environment

In accordance with Federal Management Regulations sections 102-74.185 and 102-74.195, respectively, the Contractor must meet ASHRAE Standard 55-2017 (or latest version, if superseded), Thermal Environmental Conditions for Human Occupancy, and ASHRAE 62.1-2016 (or latest version, if superseded), Ventilation for Acceptable Indoor Air. The Contractor must maintain these standards throughout the Normal Working Hours in occupied spaces. Equipment startup must occur efficiently to attain fully environmental conditions at the beginning of Normal Working Hours. The Contractor must comply with ASHRAE Standard 55-2017 (or latest version if superseded) to achieve temperature settings between 72°F and 78°F in the summer months and between 69°F and 75°F in the winter months. These recommended temperature settings apply to the entire building, not individual offices. The Contractor must report significant changes in the operating conditions to the CO or designee. If the standards (*i.e.,* ASHRAE Standards 55 and 62) cannot be met the Contractor must submit a deviation by in writing, to the CO or designee for approval.

C.5.1.1 Tenant Furniture

Tenant agency furniture and office equipment in the Contractor's immediate work area must be moved and protected by the Contractor and returned to its original location once work is completed. If the Contractor's work does not allow furniture and office equipment to be replaced to its original location, new locations will be designated by the COR or the tenant agency representative or point of contact. The Contractor is responsible for repair or replacement due to damage as a result of moving tenant furniture or office equipment.

C.5.2. Building Operating Plan

The Contractor must review, update and/or develop the Building Operating Plan (BOP) and submit for approval to the CO or designee, not later than the end of the transition phase outlining the operating and general maintenance procedures for all major building equipment and systems. The COR will provide the most recent BOP upon award of the contract. The Contractor must include the components identified in C.5.2.1 in the BOP.

The purpose of the BOP is to document the standard O&M procedures for the building. An additional objective of this plan is that if key personnel are not available then authorized and qualified staff must be able to refer to the BOP and manage and operate the building. The BOP contains critical information such as: who to contact, emergency procedures, demand response, hours of operation, locations of emergency shut off valves, confined entry space inventory, hazardous chemicals, the location of OEP, Continuity of Operations Plan (COOP), Building Utility Operation Response plans (BUORP), drawings, and equipment Inventory.

The Contractor must execute the Contract requirements in accordance with the approved BOP. The BOP must be submitted as an electronic file (MS Word or Google.doc) with regular updates that reflect current personnel, subcontractors, equipment, systems, and operating procedures, and entered in the NCMMS. The Contractor must revise as needed and annually review and update the BOP and submit to the CO or designee an electronic file (MS Word, Google.doc) of the complete updated BOP on the anniversary of the Contract start date of each Contract year. If the Contractor fails to submit a satisfactory BOP, the Government must withhold payments until a satisfactory plan is submitted for each location:

- Robert J. Dole U.S. Courthouse - Has a current BOP that must be updated
- Social Security Administration Building - Has a current BOP that must be updated

C.5.2.1 Components of the Building Operating Plan

The components of the BOP are compilation of requirements stated throughout the O&M PBWS. A copy of the BOP template can be found at: Operations and Maintenance Specification. Most of the information and documents must be provided by the CO or designee to complete this plan, such as OEP and COOP and drawings. At a minimum, the Contractor is responsible for providing the following information within the BOP:

a. Contact information of local Contractor staff and corporate managerial staff.
b. Description of staffing, responsibilities and work schedules.
c. Identify personnel with QCP functions and the personnel with authority to commit funds, and the dollar level of that authority for this Contract.
d. Standard operating procedures for operating building systems, including at a minimum:
    1. Startup and shutdown times and procedures relative to various environmental conditions.
    2. Facility hours of operation – Normal and Core hours.
    3. Procedures to accommodate tenant OTU requests. Provide listings of mechanical equipment, hours of operation and separate procedures for heating and cooling.
    4. Energy Conservation – Performance Plan, Management and Control Systems, peak load demand management procedures, and Advance Meter System (AMS) data for conservation strategies (if applicable).
    5. Other operating strategies to maximize efficiency and minimize energy consumption.
    6. Descriptions of major mechanical equipment, modes and sequences of operations for equipment systems such as schedules, settings, startups, shut-down and control sequences.
    7. Locations of all major utility shut off, including gas, electric, water and steam (if applicable).
    8. Locations of all electric rooms and a narrative of the areas served by each including emergency generators, substations and transformers, and equipment that is on the emergency generator.
e. Architectural and Structural systems maintenance (*e.g.*, facade, roof, gutters, drains, and windows).
f. Building tour plan and watch locations, recording presence and documentation procedures.
g. Maintenance schedules and procedures, and a reference to which preventive or predictive maintenance standards or guides the Contractor must use. For all fire protection and life safety systems PBS preventive maintenance guides must not be used. The Contractor must use the applicable NFPA code or standard (latest edition) to perform the inspection, testing and maintenance (ITM) of all fire protection and life safety systems. The Contractor must perform all ITM in accordance with the frequency schedules and test methods in the applicable NFPA code or standard. All ITM performed must be recorded on the suggested ITM forms referenced in the applicable NFPA code or standard.
h. List of test equipment to be maintained onsite to support troubleshooting and sensor calibrations.
i. A description of how building equipment data is maintained and updated. Work Order and repair procedures, including staffing and procedures for the Work Orders, during operating hours, after hours and emergencies.
j. A description of Contractor's key control procedures.
k. Safety, Security, Disaster Emergency Response, Recovery and Reporting Procedures. Reference the location or incorporate contingency plans for:
    1. Loss of the Contractor's onsite personnel (*i.e.*, strike, walkout, injury, abrupt resignation). At a minimum, the Strike Contingency Plan (SCP) must include the following information:
        a. Support Personnel: The SCP must describe in detail how the Contractor must staff the building to provide the services defined in this PBWS in the event of strikes by its employees. This includes HSPD-12 requirements.
        b. License and Certifications: The SCP must describe in detail how the Contractor must provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) must meet the experience and license requirements defined in this PBWS.
    2. Civil disturbance or major security threat.
    3. Natural disasters, bombing, or other events that damage the building's structure or utilities.
    4. Floods, including flooding caused by plumbing breaks.
    5. Hazardous materials including asbestos, lead paint, leaks or spills and water management.
    6. Inoperability and impairment of fire protection and life safety systems (including fire watch and impairment procedures (*e.g.*, red tags).

7. Location of fire alarm control unit/fire control room/instructions to operate Public Address system in emergency, if applicable.
8. Location of incoming municipal fire protection water supply.
9. Location of fire sprinkler riser rooms and isolation valves.
10. Location of fire pump.
11. Location of sump and sewage ejector pumps and emergency procedures.
12. Pressure booster and reducing stations, and backflow preventers.
13. Above and Underground Storage Tanks.
14. Confined Space Locations.
15. Portable Fire Extinguisher Locations.
16. Radon mitigation program, if applicable.
17. Description of safety procedures.

l. Contractor contingency plans to operate the building in support of the Government's COOP, OEP, loss of connectivity of the BAS, Shelter in Place, and Pandemic Preparedness planning for the site(s) within this contract.
   a. Pandemic Plan must be revisited at no additional cost to the Government based on epidemic and in accordance with the guidance provided by CDC, WHO, and/or GSA Directive and must be implemented within 24 hours of notice, as requested by CO or designee. As a minimum the plans must contain:
      1. Title of Document associated with current Pandemic, Date and Revision of Plan, Introduction acknowledging an understanding of current Pandemic.
      2. Location and Description of work
      3. Hazard assessment of work being performed and PPE requirements
      4. Key personnel and individual responsible for the plan
      5. Operating Procedures to include work practices and procedures to keep staff safe, disposal of contaminated materials/PPE and communication procedures with GSA and employees
      6. Employee training
      7. Emergency Procedures/Plan and contact information
      8. Contingency Operations to maintain services or reduce as approved by CO
      9. Plan and revisions must be signed by individual responsible for plan

m. Description of environmental regulatory requirements, such as Air Quality Management District and include rules that apply to equipment in the building, which permits are necessary, inspection and certification requirements, and other essential information. Identify how the administrative and technical requirements must be managed for the timely accomplishment of all Contract requirements.

n. Contractor plan to support demand response or utility curtailment programs in which the building participates, including communications protocols and curtailment activities. The Contractor must provide in its contract an estimate as a separate line item for performing curtailment activities.

o. The Contractor must develop and implement a written emergency plan that describes procedures for its employees to follow during power failures, equipment failures, or other emergencies, in conjunction with the facility OEP. The Contractor must also review with its employees those parts of the plan necessary to protect workers in emergencies.

C.5.3 Equipment Inventory

C.5.3.1 General

The Contractor must maintain and update as required the building equipment inventory, equipment labeling and maintenance records to ensure accurate data in the NCMMS for building operations. Changes in the inventory can result in a negotiated price adjustment to the Contract, which must be approved, in writing, by the CO **(Section J.6.0, Maintained Equipment Inventory)** for GSA and Agency Owned Equipment.

Omissions in the existing inventory do not relieve the Contractor from the responsibility for the maintenance and repair of the equipment. The Contractor may request an equitable adjustment pertaining only to physical changes in building equipment which occur after the contract start date. This request must be submitted to the CO or designee for consideration. If the Contractor maintained inventory data does not meet Contract requirements (up-to-date, required equipment information) the CO will take action to withhold payments.

C.5.3.2 Operations

The Contractor must:

a. Collect and maintain an inventory of: (1) all equipment of types that require maintenance or certifications pursuant to the PBS Maintenance Standards or applicable NFPA code or standards (latest edition), (2) equipment that is operated through a sequence of operations, (3) electronic controllers and network devices, (4) sensors, and (5) tenant agency-owned equipment operated or maintained.
b. Collect and maintain the following equipment/system data including all applicable fire protection and life safety equipment/system data: Equipment ID, Equipment Type, Equipment Description, Asset Identification Code, all Nameplate data, Manufacturer, Model Number, Serial Number, Equipment Status, Building Number, Location (including floor, room, and location description) and install/initialization dates (as can be obtained from nameplate or manufacturer data available). For fire alarm systems, the Contractor must also provide the current version of fire alarm software and the version of software for any systems with which the fire alarm software interfaces. A digital photo of the manufacturer's nameplate must be entered into NCMMS if no current photo is recorded and stored in NCMMS.
c. Maintain or implement the same asset identification system for new and replacement equipment compliant with NCMMS-readable national asset identification coding. Some asset identification systems include bar-coding, Radio Frequency identification or other equipment tagging.
d. Update equipment data when equipment is added, removed or retrofitted as part of a project, or discovered by GSA or the Contractor and log changes in accordance with provided NCMMS training.
e. Review and update equipment records, including asset information, maintenance records and preventive maintenance records, anytime maintenance is performed on a piece of equipment.
f. Use the workflow processes within NCMMS or alternate means approved by the CO or designee, to submit changes to the equipment inventory and preventive maintenance schedule within five business days of collecting and gathering equipment information and updating in NCMMS. All changes to equipment inventory and preventive maintenance schedule must be approved by the CO or designee.

C.5.3.3 Reporting

The Contractor must:

a. Provide all data, to GSA, in the NCMMS with certification that the inventory is complete and accurate.
b. Annually certify that the Maintained Equipment Inventory is up-to-date and submit the certified inventory to the CO or designee.
c. Contractor must annually submit to the CO or designee an itemized equipment condition assessment with its recommendation for equipment or system upgrades or replacements (that has reached the end of their life cycle), including a text description of each recommended upgrade or replacement and its life-cycle cost analysis including estimated project cost. The equipment condition assessment reports must be produced in NCMMS and submitted electronically as an email attachment to the CO or designee.

C.5.4 Safety Management

C.5.4.1 General

The Contractor must comply with all applicable Federal, state and local laws and regulations that relate to the maintenance and operation of equipment and systems within the scope of this Contract including: permitting, plans, inspection, personal safety, control of hazardous substances, certification, recordkeeping and training. Contract personnel must wear proper personal protective equipment (PPE) to meet OSHA standards where required and based on hazard assessment completed by the Contractor. Throughout the Contract period, the Contractor must keep current and be aware of any changes in regulations and requirements and update its operations and training as necessary.

The Contractor must immediately correct or mitigate any recognized safety or environmental hazard. The Contractor must notify the COR, other designated Government representative, or appropriate authority if applicable. The Contractor must be responsible for any fines or penalties levied by any environmental or regulatory authority resulting from its action or inaction, (but not actions or inactions of a third party or the Government).

C.5.4.2 Workplace Safety and Health Program

The Contractor must develop a site-specific safety and health plan that specifically describes O&M work related to applicable safety programs required under 29 C.F.R. parts 1910 and 1926.

C.5.4.2.1 Reporting

The site-specific safety and health program must be submitted to the COR or designee for review and approval within 30 calendar days of Contract start date. GSA assumes no responsibility for the Contractor's occupational safety and health program. However, GSA provides a cursory look at the program to ensure proper consideration has been given to the hazards associated with the Contractor's work and facility conditions.

C.5.4.3 Scheduling and Record Keeping

The Contractor must maintain copies of all tests, certifications, permits and other required records.

C.5.4.3.1 Reporting

All required safety tests, certifications, permits, plans, and other procedures required in this PBWS must be scheduled in the NCMMS Work Order system and documented in the NCMMS.

C.5.4.4 Fall Protection

The Contractor must provide fall protection equipment to its employees and all employees must be adequately trained in accordance with 29 C.F.R Subpart D and Subpart I. The Contractor must develop specific fall protection procedures for work on roofs, equipment, and other areas at elevation.

C.5.4.5 Powered Platforms

The Contractor must inspect, test, and maintain all federally owned, permanently installed powered platforms in accordance with 29 C.F.R. 1910.66, and provide copies of such certifications to the COR. Aerial and scissor lifts, if used, must be inspected before each use in accordance with 29 C.F.R.1910.67 (c) (2) (i) and the manufacturers specifications.

C.5.4.6 Lock Out/Tag Out

The Contractor must adhere to 29 C.F.R. 1910.147 lock out/tag out procedures. The Contractor's lock out/tag out procedures must be developed and submitted to the CO or designee within 30 calendar days of Contract start date. Contractor must communicate the lock out/tag out procedures to all employees and other affected Contractors.

C.5.4.7 Permit-Required Confined Spaces

The Contractor must develop and implement a Permit-Required Confined Space Program that meets OSHA standard 29 CFR 1910.146, for their employees, if required to enter spaces. The Contractor must ensure that subcontract work follows all Permit-Required Confined Space Program requirements for their employees.

Contractor must ensure proper consideration is given to tasks involving hazardous materials that will be used in or near confined spaces and/or permit-required confined spaces, and processes involving "Hot Work" permits prior to allowing the task to be accomplished. Proper consideration includes, but is not limited to, how the material will react to other materials being used in the area, if the material removes or displaces oxygen in the atmosphere, if the material creates a toxic atmosphere or indoor air quality issue, if the material is flammable, if the material requires special handling and/or storage. Employees entering Permit-Required Confined Spaces require training, within 60 calendar days of Contract start date.

GSA will provide an Inventory of Permit-Required Confined Spaces and label the spaces as required. GSA is responsible for the following:

a. Provide the Confined Space Hazard Evaluation Survey Form. This will appraise the Contractor of the elements, including the hazards identified, and field office experience with the space that make the space a permit space.
b. Appraise the Contractor of any precautions or procedures that the field office has implemented for the protection of employees near the permit spaces where Contractor personnel will be working.
c. Hold a debrief with the Contractor at the conclusion of any entry into permit space regarding any hazards confronted or created during operations, or any procedural changes needed to improve the safety of entry into space and must be recorded to update the Confined Space Hazard Evaluation Survey Form.

C.5.4.8 Facility Hazards and Accidents

The Contractor must take immediate action to investigate, document and report accidents. Contractors must immediately control hazards that present an imminent danger.

C.5.4.8.1 Hazards

The Contractor is responsible for ensuring safe working conditions and identifying hazards that exist in the work environment. When the Contractor identifies any hazardous work conditions, regardless of cause, the Contractor is responsible for protecting its employees from that hazard and correcting hazards under its control. The Contractor must notify the CO or designee if the hazard affects or may affect the safety or health of GSA employees, building tenants, or building visitors as soon as possible. Hazards not under the control of the Contractor, as well as all hazards that present an imminent danger, must be reported immediately to the CO.

C.5.4.8.2 Accidents

The Contractor must immediately notify and provide copies of all accident reports to OSHA and to the CO or designee.

C.5.4.9 Disruptive or Hazardous Equipment

C.5.4.9.1 Tools

The CO or designee must approve in advance the use of impact tools and power-actuated tools during Normal working Hours. Burning or welding equipment must be used only with written permission from the facility management office or CO or designee. A Welding and Burning Permit (GSA Form 1755 or equivalent) must be issued in advance for each day welding or burning is performed. Compressed gas cylinders must be stored in accordance with 29 C.F.R.1910.101 and welding in a confined space requires specific confined space permitting requirements.

C.5.4.9.2 Hooks, Cranes, Hoists Chains and Slings

The Contractor must inspect before each use and follow the inspection requirements in 29 C.F.R. 1910 Subpart N and ANSI B.30.10 as needed. Contractor must also follow 29 CFR 1926 Subpart H and Subpart CC as required. Items that are defective must be removed from service, appropriately tagged and locked out as required. The rated loads must be listed on the devices.

C.5.4.10 Scheduled Disruption to Utilities, Lighting, Fire Protection & Life Safety Systems, or Space Conditioning

Any work that will disrupt utilities, fire protection and life safety systems, lighting or space conditioning for building tenants must be scheduled and approved **48 hours** in advance (or as required by applicable code) by the CO or designee and generally must be performed outside of Normal Working Hours.

C.5.4.11 Safety Data Sheets and Hazard Communication Plan

C.5.4.11.1 Safety Data Sheets

The Contractor must make Safety Data Sheets (SDS) available to its employees in accordance with 29 C.F.R. 1910.1200 and upon request to the COR or designee.

C.5.4.11.2 Hazard Communication Plan

The Contractor must develop a written Hazard Communication Plan in accordance with 29 C.F.R. 1910.1200 as part of its overall Health and Safety Program. The written plan applies to any hazardous chemical present in the area where the Contractor is working and to which the Contractor is or may be exposed to, under normal conditions of use. The plan must include the method the Contractor will use to provide other employers that must also be exposed to the hazardous chemicals, knowledge of the locations where the Contractor's SDSs are kept and how access by other employers can be obtained. The Contractor must prepare and submit a hazardous materials inventory as an appendix to the BOP and Hazardous Communication Plan. This inventory must itemize all materials by type as sold with an SDS and include approximate quantities stored or to be stored as well as the exact locations where hazardous materials are to be stored on the premises and the date the material was stored. The inventory must be kept current and submitted annually by September 30 of each year, anytime an item is added and at the end of the Contract.

C.5.4.12 Labeling and signage

The Contractor must maintain the labeling of existing equipment, pipes, storage areas, containers, confined space, and workspaces as well as associated signage, in accordance with OSHA standards to ensure labels are visible and easily readable. Any equipment, pipes, and other materials, newly installed by the Contractor that require labeling and signage per OSHA standards must be labeled immediately upon completion of the installation and maintained throughout the Contract period.

C.5.4.13. Emergency Shutdown Instructions

Emergency shutdown instructions (including contact name and telephone numbers) and tour inspection checklists and Lock-Out-Tag-Out procedures must be posted by the Contractor in all mechanical rooms and electrical rooms, as applicable to the equipment in the given room. Such instructions and checklists must be posted in an accessible and conspicuous location. All instructions and checklists must also be stored in the NCMMS.

C.5.4.14 Electrical Safety

The Contractor must comply with NFPA 70: National Electrical Code and NFPA 70E: Standard for Electrical Safety in the Workplace, when working on or around electrical equipment or systems or switchgear equipment. The Contractor must ensure that any and all areas restricted to qualified personnel are secured and properly labeled.

C.5.4.15 Labeling of Electrical Circuits and Panels

The labeling of the electrical circuits and panels must be maintained up-to-date either in electronic format or hard copy blueprints when the Contractor adds or modifies electrical circuits. This requires the Contractor to implement and document an overall electrical safety program that meets the requirements outlined in NFPA 70E, Article 100 - General Requirements for an Electrical Safety Related Work Practice and 2017(or later version) of NFPA 70, 408.4 Field Identification Requirements. The CO or designee must ensure all recorded changes in electric panels from upgrades or renovations from the third party electrical work subcontractors are transmitted to the Contractor to maintain the accuracy of labeling. In the event the Contractor identifies a circuit through discovery, the Contractor must label the circuit in accordance with NFPA 70B.

C.5.5 Environmental Management

C.5.5.1 General

The Contractor must use to the extent practicable, the safest and most environmentally friendly products and processes available. The Contractor must use manufacturer recommended products. Before substituting for any manufacturer's recommended product, the Contractor must ensure any substitution is deemed safe by the equipment manufacturer. A resource to help ensure this objective is located at the website in a document titled "Web Links" at: Operations and Maintenance Specification. The Contractor must be cognizant of and comply with all applicable Federal, state, and local laws and regulations related to building management (*e.g.*, permitting, inspection, testing and personnel safety, control of hazardous substances, and certification) including those related to materials and associated systems used or removed in the performance of this Contract. The Contractor must be responsible for any fines or penalties levied by any environmental or regulatory authority resulting from its action or inaction, (but not resulting from the actions or inactions of a third-party or the Federal Government). The Contractor's maintenance, operations, materials and processes must use green products and processes including products containing recycled content, environmentally sustainable products and services, bio-based products, and products and services that minimize the use of energy, water, and other resources. All required safety and environmental tests, certifications, permits, and other procedures required in this PBWS must be scheduled in the NCMMS Work Order system.

C.5.5.2 Refrigerants

C.5.5.2.1 Operations

The Contractor must comply with EPA section 608 regulations (40 C.F.R. part 82 under section 608 of the Clean Air Act) and associated state laws and regulations for refrigeration and air conditioning equipment. All HVAC mechanics performing repairs on refrigerated equipment must possess a Universal Chlorofluorocarbon (CFC) Certification.

C.5.5.2.2 Maintenance (Refrigerant Recycling, Reclamation, and Disposal)

The Contractor must evacuate refrigerant to EPA-specified levels, using a certified recovery and/or recycling machine, prior to disposing of refrigeration and air conditioning equipment. When disposing of refrigerants, the Contractor must give preference to reclamation (to EPA-certified refrigerant reclaimers) as a method of disposal. The Contractor must notify the CO or designee and obtain approval prior to selling or offering for sale used refrigerant evacuated from GSA equipment; and transferring recycled refrigerant between facilities for use in GSA equipment.

C.5.5.2.3 Testing/Inspections

The Contractor must maintain and test emergency devices and systems, such as refrigerant monitors, automatic leak detection systems, alarms and purge ventilation systems as part of the maintenance program. The Contractor must use appropriate media to test sensors as well as alarm circuitry. The Contractor must calculate and document the leak rate every time refrigerant is added to equipment (unless the addition qualifies as a seasonal variance).

C.5.5.2.4 Monitoring

Contractor is responsible for obtaining any needed test kits, performing an annual gas test and, should a failure occur, having the failing part(s) repaired or replaced with working ones that allow for the successful completion of the required test. Contractor must perform an annual calibration test of monitoring equipment

C.5.5.2.5 Reporting

The Contractor must immediately report refrigerant leaks, at or above a 10% leak rate, to the CO or designee and take corrective action to repair leaks prior to the EPA 30-day deadline in compliance with section 608 of the Clean Air Act. Repair of leaks must be documented by both an initial verification test and a follow-up verification test.

C.5.5.3 Local Air Quality Management Operating Permits

The Contractor must comply with the operating permit requirements of the Local Air Quality Management District (AQMD), and must ensure operating permits for boilers; generators and other emissions-producing equipment regulated by the local AQMD are up-to-date and have copies available to the CO or designee via NCMMS immediately upon request. In the event of fines or penalties levied by an AQMD, the Contractor must be charged the cost as a performance deduction under the Adjusting Payments clause. The Contractor must submit emissions reports when required by the regulating entity.

C.5.5.4 Stationary Engines

The Contractor must comply with all applicable Federal, state, and local regulatory requirements for the notification of compliance, periodic inspection, monitoring, permitting, certification, registration, maintenance, personnel training, recordkeeping and reporting for all regulated stationary engines. The Contractor must ensure compliance with New Source Performance Standards (NSPS) for Stationary Compression Ignition Internal Combustion Engines, 40 C.F.R. part 60, subpart IIII; NSPS for Stationary Spark Ignition Internal Combustion Engines, 40 C.F.R. part 60 subpart JJJJ, and National Emission Standards for Hazardous Air Pollutants for Stationary Reciprocating, 40 C.F.R. part 63 subpart ZZZZ.

C.5.5.5 Fuel Storage Tank Management

The Contractor must comply with GSA Order 1095.2 PBS. "Fuel Storage Tank Management" and all applicable Federal, state, and local regulatory requirements for the periodic inspection, monitoring, permitting, certification, registration, maintenance, personnel training, and recordkeeping for underground and aboveground storage tanks. Where GSA policy and regulatory requirements differ regarding fuel storage tank management, the more stringent directive must apply.

C.5.5.6 Solid Waste

The Contractor must provide solid waste and recycling disposal services as needed and in accordance with the Resource Conservation and Recovery Act (RCRA) Subtitle C Hazardous Waste and Subtitle D Non-Hazardous Waste, associated EPA regulations (including 40 CFR Part 246), state and local recycling mandates, Executive Order 13834, and applicable GSA/PBS guidance provided by the COR. The Contractor must aim to meet a minimum fifty percent (by weight) waste diversion target, to support achievement of GSA sustainability targets. The Contractor must manage (handle, transport, collect, and dispose) non-hazardous construction and demolition (C&D) waste separately from municipal solid waste (trash). Recycling, composting (where feasible), and other alternatives to landfills and incineration are the preferred methods for disposal of all solid waste (C&D and trash).

C.5.5.7 Polychlorinated Biphenyl (PCB) Control: RESERVED

C.5.5.8 Asbestos Management

There are no known sources of asbestos in the Robert J. Dole Courthouse; however there are some known sources at the SSA Federal Building. As such, the Contractor should be aware and comply with the following:

The Contractor must be expected to perform, on occasion, Class III and Class IV asbestos work as defined in 29 C.F.R. 1926.1101 and Section J.7.0, Asbestos Operations and Maintenance Guidance. The Contractor must be prepared to deal with asbestos on a small-scale, short-duration basis to effect emergency repairs and to clean up small spills. The Contractor must protect building tenants, visitors, and employees from asbestos exposure. The Contractor must comply with applicable OSHA regulations and all applicable Federal, state, and local asbestos regulations. The Contractor must immediately become familiar with, comply with, and recommend any appropriate changes to the Government Asbestos Management Plan for the building. If the Contractor disturbs materials its suspects may contain asbestos, the Contractor must immediately report the condition to the CO or designee. Contractor personnel who perform the above-mentioned work must have the appropriate training in accordance with 40 C.F.R. part 763, and the Contractor must provide training records to demonstrate compliance, including respirator suitability medical and fit test reports with Personal Identification Information removed.

C.5.5.9 Lead Management

The Contractor must be expected to perform, on occasion, work associated with lead-based paint/products. The employer must follow the OSHA Lead Standard (29 CFR 1910.1025 or 29 CFR 1926.62).The potential impact of lead contamination or lead-based paint shall be considered during operations and maintenance activities. The following are acceptable safe work practices that should be considered during operations & maintenance activities:

1. O&M Contractors must adhere to lead-related contract responsibilities, as well as applicable lead regulations. Qualified and appropriately trained O&M Contractor workers may only abate lead-containing substances on 2 square feet or less of surface area in any one interior room or space, or up to 10 square feet on the exterior of a building, or 10 percent of the total surface area on an interior or exterior type of component with a small surface area.
2. If the condition of an interior or exterior surface (e.g., walls, trim, ceiling, doors, etc.) does not require sanding or scraping prior to repainting, and the surface is in good condition, the surface may be painted even if the paint has not been tested to determine its lead content.
3. Doors or other building components which can be removed without disturbing the lead-painted surface can be removed without the use of any special protection or requirements. The disposal of these items if found to contain lead must be properly disposed as hazardous waste (double-bagged in 6 mil plastic bags).
4. Air monitoring should be performed if the worker is expected to disturb lead-contaminated surfaces or lead-based paint, and exposures are expected to be above the action level.
5. A HEPA vacuum should be used to remove any visible dust from interior/exterior surfaces before and after the work activity. All lead dust or lead debris shall be contained within the work area as much as possible.
6. Any wastes that potentially are contaminated with lead must be sampled to determine if it meets the criteria of a hazardous waste. The sample must be tested by an EPA accredited lab using TCLP analysis. If the sample is above the lead threshold for waste determination, the waste must be properly managed, labeled, and disposed of.

C.5.5.10 Disposition of Hazardous Waste

The Contractor must ensure that on-site hazardous and universal waste management is compliant with all regulatory accumulation requirements (*e.g.,* hold times, marking/labeling and container management). All Hazardous and Universal Waste shipping documentation must be maintained for the life of the building. Universal Wastes (*i.e.,* fluorescent lamps, batteries, certain pesticides, and mercury-containing equipment) in quantities subject to Federal and State Universal Waste Rules (40 C.F.R. part 273) must be recycled or disposed of as Hazardous Waste. Preference is given to recycling of intact items. Hazardous Wastes not subject to the Universal Wastes Rule must be managed in accordance with all applicable parts of 40 C.F.R. part 260. As co-generators, the Contractor and Government mutually agree that the Contractor must perform generator duties on behalf of both parties. Generator requirements include hazardous waste generation, handling, accumulation, shipment and disposal, and also include exception reporting as required. The Contractor must include the disposition of Hazardous and Universal Waste as a Work Order in NCMMS with documentation attached.

C.5.5.11 Backflow Prevention Devices

The Contractor must maintain all existing backflow prevention devices and certify them as prescribed by applicable Federal, state, and local laws, ordinances, and regulations. If no local requirement exists, a certified inspector must inspect all existing backflow prevention devices on an annual basis, record the inspection as a Work Order in the NCMMS and provide certification of proper operation to the CO or designee. A copy of the certification must be posted at all backflow prevention devices. While the Federal Government must generally pass on to the Contractor backflow testing notices received from local water districts or other local authorities, the Contractor is responsible for timely completion and submission of such test results regardless of receipt of such notices. In addition to other requirements, backflow prevention devices used on water-based fire suppression systems must be inspected, tested, and maintained in accordance with NFPA 25.

C.5.5.12 Potable Water Systems

The Contractor must comply with The Safe Drinking Water Act, PL 99-339, as amended, and the U.S. Environmental Protection Agency Safe Drinking Water regulations (40 C.F.R. 141.43, sections A and D), which address the quantity of lead allowable in new installations or repairs to existing drinking water systems and plumbing. Potable water systems that are repaired, modified, serviced, or breached in any way must be disinfected and flushed as needed prior to returning the system to service. The Contractor is required to comply with all applicable Federal, state, local codes, GSA Order PBS 1000.7- Drinking Water Quality Management and the PBS Desk Guide for Drinking Water Quality Management, in the operation, treatment, and testing of potable water systems.

C.5.5.13 Reporting

The Contractor must provide all necessary information required in this subsection to comply with environmental and reporting requirements, and agency sustainability goals in this specification. The Contractor must submit to the CO or designee the following reports.

(a) **Waste Reports**. The Contractor must submit a monthly report on waste handling activities including disposal and recycling. The report must contain shipping information for hazardous and non-hazardous waste and be submitted by the 15th of each month and upon request by the CO or designee. The report must include the waste type, name and final disposition destination. All Hazardous and Universal Waste shipping documentation must be maintained for the life of the building. If the Contractor performs non-hazardous solid waste management for the entire building, they must also report on these solid waste and recycling activities.

(b) **Environmental Compliance**. The Contractor must collect and retain requisite data to produce and make mandatory reports required by environmental regulatory agencies including GSA programs, directives and orders, or as necessary to demonstrate ongoing compliance with environmental regulatory operational requirements. These reports include waste generation, shipment and disposal, hazardous materials storage (Tier II/Emergency Planning and Community Right-to-Know Act reporting), release reporting, fuel tank registration, operator training records, and notices of compliance for reciprocating internal combustion engines.

(c) **Sustainable Purchasing Practices**. The Contractor must select from products that are EPA-designated (*e.g.* Comprehensive Procurement Guidelines [CPG]) and USDA-designated in the Bio Preferred Program refer to the document titled "Web Links" at: Operations and Maintenance Specification, and all other factors (such as price, performance, and availability) being equal, the Contractor must select the CPG item. The Contractor must submit information on sustainable purchasing practices specific to the performance of this Contract. Records showing the monthly cost of sustainable cleaning products and materials purchased must be provided to the United States Department of Agriculture and a copy to the CO or designee as required by RCRA.

For other purchases, unless the Contractor receives an exemption from the CO or designee, the Contractor must select USDA designated in the Bio Preferred Program products over products with other sustainable attributes. Guidance for products designated under Federal sustainable product programs – USDA Bio Preferred, EPA CPG, EPA Design for the Environment, and Department of Energy, Energy Star and FEMP - can be found at the website in document titled Web Links" at: Operations and Maintenance Specification.

Sustainable products designated under third-party programs include but are not limited to Green Seal, Eco Logo, and Environmental Choice. For those categories of products not recognized by one of the aforementioned standards, preference must be given to products meeting the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels for the appropriate cleaning product category (California Air Resource Board/California Code of Regulations (CCR), 17, C.C.R. section 94509 – (Topic cited; Standards for consumer products at the website in "Web Links" at: Operations and Maintenance Specification.

C.5.6 Energy and Water Efficiency

C.5.6.1 General

The Contractor must operate equipment and systems per design as efficiently as possible without compromising service to the tenants.

C.5.6.2 Operations

The Contractor must make full use of available analytic tools (*e.g.*, BAS, AMS, GSAlink data, PNNL E4 reports and GSA Rapid Assessment results, as applicable) to diagnose problems and identify operational improvements. When equipment is being replaced, the Contractor, in coordination with the CO or designee, must pursue the use of energy-efficient replacement parts and equipment items (not limited to Energy Star ® or FEMP-designated Energy Efficient products, WaterSense, Safer Choice products) that must meet or exceed the requirements of this PWS. Any rebates received from a service utility provider or Contractor must be assigned to the Government.

C.5.6.3 Reporting

On a monthly basis the Contractor must read and record all available utility and fuel meters (electric, gas, diesel fuel levels, water, cooling tower water makeup, irrigation, etc.) and include in the monthly progress report. The Contractor must use the Energy and Water Efficiency Monthly Report format (see J.2.0). The Contractor must report monthly energy and water usage as compared to the previous year and to explain usage trends. The report must be submitted to the CO or designee by the 5th business day of the subsequent month.

C.5.7 Advanced Metering Systems

C.5.7.1 General

The purpose of the AMS is to monitor, identify and implement opportunities to reduce energy usage at the building(s) under this contract and, in some cases, to verify that the utility companies are billing correctly. In many cases, the AMS must be connected to the BAS. It must be the Contractor's responsibility to partner with GSA to utilize fully the AMS to develop and implement strategies that will result in an overall reduction in energy consumption.

C.5.7.2 Operations

The Contractor must verify daily that each of the advanced meter(s) are functioning properly and are communicating to the GSA server and are accessible via end-user interface (currently ION Enterprise Energy Management). Where advanced meters are connected through the BAS, the Contractor must verify daily proper information and data sharing.

C.5.7.3 Maintenance

The Contractor is responsible for correcting immediately any onsite communication failure to mitigate any loss of data. The Contractor must create a Work Order in NCMMS to track communication failure resolution. In the event of an onsite communications failure or data loss, the Contractor must refer to both the manufacturers and GSA's troubleshooting guides. If this does not resolve the issue, and advanced troubleshooting is necessary, the Contractor must take the next step within 72 hours of occurrence. For advanced troubleshooting, the Contractor must contact GSA's OFM Energy Division's Advanced Metering Support using the R6 Smart Buildings Request Form and inform the COR. The advanced metering support team must coordinate with GSA IT support or vendors as necessary to assist the Contractor with getting the meter(s) back online. The regional advanced metering lead must be the Contractor's main point of contact for advanced metering issues. The Contractor must add or update Advanced Meter Asset and Location information in NCMMS. The Contractor must be responsible for the re-commissioning, which includes the calibration of the advanced meters in accordance with the manufacturer's recommended frequency or sooner, if there is evidence that the meters are not reading correctly. If advanced meters cannot be calibrated by design, the Contractor must notify the COR when the meter is not performing as designed. Meter

recommissioning documentation must be submitted as a Work Order via the NCMMS. Where weather sensing equipment is installed as part of the AMS, the Contractor must ensure proper daily communication.

C.5.7.4 Reporting

Contractor will be responsible for comparing monthly consumption collected by the AMS to the actual utility bill consumption as a part of its ongoing monitoring efforts. Variances of more than 10% must be reported to the GSA Energy Division, the COR and the Regional Advanced Metering Lead who will assist with resolving the discrepancy. The actual bill is acquired approximately 45 days after the bill is issued. Contractor must provide a method to include the required information in the monthly report based on when the utility bills are available.

As a part of the re-commissioning of meters previously offline, the Contractor must confirm that all changes have been documented and updated on network diagrams, including any changes in Internet Protocol (IP) addresses. The Contractor must be responsible for recording recalibration of advanced metering equipment in the Monthly Report and recorded in the NCMMS.

C.5.8 Building Automation Systems and IT Controls

C.5.8.1 General

The automatic centralized control of a building's HVAC, lighting and other systems are managed through a BAS and may also be referenced as Building Monitoring and Control Systems. The objectives of building automation are improved occupant comfort, efficient operation of building systems, reduction in energy consumption and operating costs, and improved life-cycle of equipment. BAS core functionality keeps building climate within a specified range, provides light to rooms based on an occupancy schedule (in the absence of overt switches to the contrary), monitors performance and device failures in all systems, and provides malfunction alarms to building maintenance staff. The intent of a BAS is to reduce building energy and maintenance costs. The Contractor must retain levels of expertise necessary to manage the control systems in a manner that meets the objectives of this Contract either by retaining on staff a factory trained and certified technician or subcontracting with the BAS vendor for services (Section J.5.6 Building Automated Systems). The Contractor must establish building recovery plans for loss of connectivity to the BAS and procedures to operate the building systems manually.

C.5.8.2 Operations

Equipment shall be operated according to the established sequence of operation for the BAS. The Contractor is responsible for notifying the CO or designee if a sequence of operations, equipment or schedule is not operating as designed or at the highest efficiency and resulting in unnecessary energy use. The Contractor is responsible for retaining an adequate level of expertise to manage the control systems. If the Contractor does not have a manufacturer trained or equivalent BAS operator onsite, the Contractor shall enter into a subcontract, including regular scheduled support (not merely support on a contingency basis), or remote access (where available and subject to GSA IT governance security clearances and training), with a firm that has these skills.

This subcontract shall include regularly scheduled maintenance, including sequence of operation tuning, calibration; BAS log review, and other BAS system maintenance. The Contractor shall monitor the BAS for alarms at all times. A BAS alarm after Normal Working Hours that impacts the building operations must be corrected under emergency call back Work Order service and recorded in the NCMMS. GSA-IT shall be entering asset information for IP-enabled BAS controllers that are connected to the GSA network.

The Contractor must maintain the following minimum standards described below.

C.5.8.2.1 GSA-hosted Systems Requirements

The Contractor must**:**

a. Ensure building monitoring and control systems, applications and devices are implemented as designated in the PBS P-100 Design Standard (current version) and the PBS Building Technical Reference Guide,

including OFM BAS standards and specifications. Additionally, all Government IT systems are required to meet FISMA standards for IT security.

b. Ensure that all IP addressable devices, appliances or software that must communicate over the GSA network are assessed and have all identified vulnerabilities remediated in order to be approved by GSA-IT Security for use on the GSA network. For more details, please refer to the Building Technologies Technical Reference Guide, in the document titled "Web Links" at: Operations and Maintenance Specification.
c. Ensure that all devices or groups of devices that communicate with GSA system data and use wireless or radio frequency (RF) based communications are subject to all GSA IT Security policies related to the use of wireless technology. This policy establishes the requirement that these devices be submitted for IT security testing and remediation in order to receive approval for use at GSA.
d. Ensure that all building systems software (server and client) are hosted on Government furnished equipment (GFE), including GSA virtual server or GSA provided desktop/laptop workstations.
e. Ensure that all IP traffic is managed by GSA, and IP addresses, as well as all routing and switching equipment, must be furnished exclusively by GSA.
f. Be responsible for supporting all cabled pathways connected to GSA's network including copper and fiber cabling, necessary to enable IP network communication among system devices and network components, and all break/fix requirements. All new cabling, including break/fix, must be installed in accordance with the PBS Telecommunications Distribution and Design Guide. The Contractor is not responsible for interconnecting cabling of the GSA onsite network components.
g. Ensure that the Contractor staff receives preliminary favorable and ultimately completely favorable adjudication of their clearance in accordance with the HSPD-12 directive to obtain a GSA ENT user credential, which is required for all system access. Tier I clearance allows the user "read-only" access. Staff members that require elevated access, to perform any changes in the systems, require a Tier II clearance.
h. Ensure that at no time a GSA hosted building monitoring and control system is made accessible to the public internet or via any third party network connection.
i. Be aware of building systems running on GSA IP Enterprise Network and be capable of initiating troubleshooting, if network communication is suspect. This means being familiar with the procedure for logging GSA IT Help Desk tickets and following up to ensure the ticket is being worked by the assigned party.

C.5.8.2.2 Excepted Systems Requirements (not hosted on GSA's system infrastructure) - RESERVED

C.5.8.3 Maintenance

C.5.8.3.1 BAS Control Systems and Upgrades

BAS Control Systems must be maintained as designed and updated when required, including data point and graphics, as applicable. The Contractor must provide software and firmware labor support for updates and security patches sufficient to keep the system up-to-date with current versions of that application and field device controllers to address any known security vulnerabilities. Only approved software and firmware by the manufacturer or its representative and then and only after consultation with GSA will be approved. GSA permission required for any updates to ensure IT security compliance. Unauthorized updates to the system could adversely affect other locations and associated cost shall be charged to the Contractor.

GSA reserves the right to remove this scope from the Contract at any time and furnish its own software maintenance contract with the application manufacturer or its authorized partners. Regardless of which party procures the required software maintenance, the Contractor is responsible for supporting the testing of all applications, firmware, operating system, and database software patches.

The Contractor must not upgrade or patch any BAS device independent of a qualified support from the manufacturer or its representative and then and only after consultation with GSA. The Contractor must cooperate with GSA and the BAS Contractor to facilitate any upgrades GSA deems necessary for the functionality or security of the BAS. The Government must upgrade or change control system software or reprogram control systems during the performance period of the Contract. The Contractor must not modify sequences of operation or control programs or run systems manually without prior approval of the CO or designee in consultation with regional subject matter

expert (SME). Where the sequence of operation changes is approved; the Contractor must provide accurate edits to the sequence of operation to document the changes made.

C.5.8.3.2 BAS Alarms

BAS alarms must be treated as Work Orders and responded to accordingly. Any adjustments to set points to accommodate tenant comfort, in accordance with ASHRAE standards, must be reported to the CO or COR designee after a 24-hour temporary override. Repetitive or associated alarms must be treated in the aggregate and tracked under the Work Order system established in the NCMMS. Communications for alarms set up for remote notification be tested on a recurring basis.

C.5.8.4 Testing/Inspecting

The Contractor must conduct the six-step re-tuning procedure described in the Pacific Northwest National Laboratory (http://retuningtraining.labworks.org/training/lms/). If Contractor does not have adequate level of expertise to complete re-tuning, all requirements must be included in the BAS maintenance subcontract. The initial frequency of the re-tuning is semi-annually to coincide with the heating and cooling seasons. After completing two re-tuning cycles, the CO or designee in consultation with the Contractor must determine the appropriate frequency of the re-tuning effort based on the size and complexity of the facility. Re-tuning must be reported to the CO or designee and regional SME and documented in the monthly report. The re-tuning report must include any Contractor suggestions and corrective actions.

C.5.8.5 Reporting

Deficiencies in the BAS system operations must be identified by BAS trending, GSAlink (if applicable) or Contractor's tours. All deficiencies must be reported to the CO or designee immediately, documented and included in the monthly report. BAS alarms logs must be included in the monthly report to show that they are being addressed. These logs must include unique usernames for the operator addressing the alarm (see Section J.5, Smart Buildings).

C.5.8.6 Smart Building Technology

GSA PBS has several programs in development and at various stages of implementation. One of these programs includes Smart Building technologies. A key objective of implementing Smart Technologies in GSA buildings is to capture and make available more real-time performance data about the individual building systems (*e.g.*, HVAC/BAS, lighting, and Advanced Meters). This data must be made available to the Contractor and as GSA analyzes this new trend of monitoring building performance at a detailed level, building support personnel engagement must increase in significance over time. The Contractor is advised that tools, processes, data, and some procedures must be modified to meet GSA requirements for long-term improved operational efficiencies. The Contractor must continue to monitor developments in this area as more buildings in the GSA portfolio deploy Smart Technologies.

New building technologies, and their convergence with traditional information technology, have altered the way in which facilities can be monitored, maintained, and operated. Trends in building systems technology have provided opportunities in the market place to alter the way facilities managers use real-time data to operate their facilities more efficiently. Building systems are getting increasingly more dependent on software, IT networks (physical and wireless), servers, internet access, and cloud-based/hosted solutions. This shift in domain expertise has outpaced traditional design and construction practices. As a result, building operations and maintenance staff need to adapt, be more proactive, and leverage the availability of real-time data to help them perform building systems support more effectively. This must involve more thorough planning and redefining some processes, procedures, and job roles to better operate the facilities that have newer technology-based systems.

GSA is fielding diagnostic and optimization software to detect problems and inefficiencies in equipment operation. The Contractor must act on the recommendations of such diagnostic and optimization software reporting. This must include using the results of the diagnostic and optimization software to generate a Work Order, or to respond to a Work Order automatically generated by the diagnostic program application. The Contractor involved in diagnostic

software programs must provide status updates of diagnostic results and attend monthly meetings to report and troubleshoot diagnostic test results (Refer to Section J.5, GSA Smart Buildings).

C.5.9 Fire Protection and Life Safety Equipment and Systems

C.5.9.1 General

The Contractor must use the current NFPA codes and standards as stated in this subsection to perform inspections, testing, and preventive maintenance of fire protection and life safety systems and equipment and all test results and certifications must be recorded. The Contractor must not make any software upgrades or corrections to the Fire Protection Systems without prior approval and coordination of the GSA Regional Fire Protection Engineer. The Contractor must:

a. Utilize the latest edition of the applicable NFPA code or standard.
b. Ensure all fire protection and life safety systems, equipment, and markings are kept operational at all times, except while being tested or repaired.
c. In the event fire protection and life safety equipment is not returned to operational condition, notify the CO or designee and provide a fire watch.
d. Ensure all maintenance and pre-planned impairments of the fire protection and life safety systems and equipment have been authorized and approved by the CO or designee prior to the Contractor performing any work.
e. Comply with all appropriate safety code requirements. If the Contractor encounters equipment that is in a condition that must endanger life or property, the Contractor must immediately notify the CO or designee of the condition requiring immediate action. Within 24 hours following the notification of the CO, the Contractor must provide to the CO or designee a written report of the hazardous condition and recommended corrective action.
f. Enter into NCMMS as a Work Order any deficiency identified by the Contractor during a required inspection; evidence of correcting such deficiency, unless funding is not available, must be provided with the subsequent Contractor's Monthly Progress Report after correction action is completed.
g. Provide all tools, supplies and equipment necessary to inspect, test, and maintain the fire protection and life safety equipment and systems in accordance with applicable NFPA codes or standards.

C.5.9.2 Fire Alarm System Services and Emergency Communication Systems

The Contractor must ensure compliance with NFPA 72, National Fire Alarm and Signaling Code, in the performance, inspection, testing, acceptance, and preventive maintenance or repair of fire alarm and notification systems, equipment and components of said systems and all other ancillary devices that operate related equipment. The Contractor must maintain Remote Supervising Station monitoring service equipment, all fire alarm transmitters and related equipment.

Fire alarm system or emergency communications system inspection, testing, maintenance, and repair must be performed during normal working hours when it does not interfere with building or tenant operations. Testing that activates notification devices, initiates elevator recall or activates HVAC shutdown must always be tested after hours. When such inspection, testing, maintenance, or repair is expected to interfere with building or tenant operations, it must be performed after normal working hours without additional costs to the Government. The Contractor must schedule with the GSA Facility Manager and the CO or designee all testing and non-emergency shutdowns of such systems and assure that back-up protection is provided by the Contractor (i.e., arrangement of additional personnel stationed in the areas affected and at the fire alarm system control unit or emergency communications control unit) any time such system is temporarily out of service.

When impairments to the systems occur or when impairments are identified during inspection, testing or maintenance activities, the Contractor must inform the GSA Facility Manager and the CO or designee immediately. The Contractor must follow the impairment procedures outlined in NFPA 72 and provide a fire watch in areas left unprotected. The fire watch must remain in place until the systems are completely restored during the performance of routine service and testing procedures. If fire watches are required, the labor costs of fire watches as part of the repair costs are reimbursable less the reimbursable repair threshold.

When unwanted fire alarm system activations occur, without additional expense to the Government, the Contractor must be liable for all local fees associated with unwanted fire alarm system activations that are caused by the Contractor and require local jurisdiction fire department response to the building.

The Contractor will report unwanted fire alarms to the CO or designee at the close of each business day and provide the follow information: the approximate time, date and location of the system activation, a brief description of the fire alarm system activation, including initial device activation, location of initial device, a brief reason for why the fire alarm system activated (if known), how the fire department was notified and what time they arrived on scene, an approximate count of how many building occupants evacuated the building and for how long in minutes.

C.5.9.3 Water-Based Fire Protection Systems

The Contractor must ensure compliance with NFPA 25 in the inspection, testing and maintenance and repair of water-based fire protection systems, and in the performance; inspection, testing, preventive maintenance and repair of all devices that are components of water-based fire suppression systems.

Water-based fire protection system inspection, testing, preventive maintenance, and repair must be performed during Normal Working Hours when it does not interfere with building operations. When such inspection, testing, preventive maintenance, or repair is expected to interfere with building operations; it must be performed after normal working hours without additional costs to the Government. The Contractor must schedule with the Facility Manager and the CO or designee all non-emergency shutdowns of the water-based fire protection system and back-up protection must be provided by the Contractor any time the water-based fire protection system is expected to be out of service for more than 10 hours. When a water-based fire protection system is returned to service, it must be verified that the system is working properly in accordance with the component action requirements in NFPA 25.

When impairments to the system occur or when impairments are identified during inspection, testing, or preventive maintenance activities, the Contractor must inform the GSA Facility Manager and the CO or designee immediately. The Contractor must follow the impairment procedures outlined in NFPA 25 and provide a fire watch in areas left unprotected or if the system is out of service for more than 10 hours in a 24-hour period. The fire watch must remain in place until the water-based fire protection system is completely restored to service. Note: Temporarily shutting down a system as part of performing the routine inspection, testing, preventive maintenance or repair on that system while under constant attendance by qualified personnel and where the system can be restored to service must not be considered impairment.

C.5.9.4 Fire-rated Door Assemblies

The Contractor must ensure compliance with NFPA 80, Standard for Fire Doors and Other Opening Protectives, in the inspection, testing, preventive maintenance and repairs of all fire-rated door assemblies. Please note that the inspection of fire-rated door assemblies must also meet the requirements in NFPA 101, Life Safety Code.

C.5.9.5 Fire Damper and Combination Fire/Smoke Dampers

The Contractor must ensure compliance with NFPA 80, Standard for Fire Doors and Other Opening Protectives, in the inspection, testing, maintenance and repair of all fire dampers, radiation dampers, and combination fire/smoke dampers. Please note that maintenance of combination fire/smoke dampers must also meet the requirements contained in NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives.

C.5.9.6 Smoke Doors Assemblies

The Contractor must ensure compliance with the NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives, in the inspection, testing, preventive maintenance and repair of all smoke door assemblies.

C.5.9.7 Smoke Dampers

The Contractor must ensure compliance with NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives, in the inspection, testing, preventive maintenance and repairs of all smoke dampers.

C.5.9.8 Portable Fire Extinguishers

The Contractor must ensure compliance with NFPA 10, Standard for Portable Fire Extinguishers; in the inspection, testing, preventive maintenance and repairs of all portable fire extinguishers.

C.5.9.9 Non-Water-Based Fire Extinguishing Systems

The Contractor must ensure compliance with the following specified codes in the inspection, testing, preventive maintenance and repairs of the following types of non-water-based fire extinguishing systems:

a. Carbon dioxide extinguishing systems, NFPA 12, Standard on Carbon Dioxide Extinguishing Systems.
b. Halogenated extinguishing systems, NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems.
c. Dry chemical extinguishing systems, NFPA 17, Standard for Dry Chemical Extinguishing Systems.
d. Wet chemical extinguishing systems, NFPA 17A, Standard for Wet Chemical Extinguishing Systems.
e. Fire extinguishing systems, NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
f. Clean agent fire extinguishing systems, NFPA 2001, Standard for Clean Agent Fire Extinguishing Systems.

C.5.9.10 Smoke Control Systems

The Contractor must ensure compliance with NFPA 92, Standard for Smoke Control Systems, in the inspection, testing, preventive maintenance and repairs of smoke control systems.

C.5.9.11 Emergency and Standby Power Systems

The Contractor must ensure compliance with the following specified codes in the inspection, testing, preventive maintenance, repairs and exercising of equipment per the manufacturer's recommendations for the following types of emergency and standby power systems:

a. Emergency power supply systems, NFPA 110, Standard for Emergency and Standby Power Systems.
b. Stored electrical energy emergency and standby power systems, NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems.

C.5.9.12 Emergency Lighting Systems and Exit Signage

The Contractor must ensure compliance with NFPA 101, Life Safety Code, in the inspection, testing, preventive maintenance and repair for purchasing systems and signage to bring the building up to code of emergency lighting systems, emergency lighting equipment, and exit egress marking systems.

C.5.9.13 Fire Resistance Rated Construction

The Contractor must ensure compliance with the International Fire Code and NFPA 221 in the inspection, preventive maintenance, repair or installation of new systems and assemblies used for structural fire resistance, fire resistance rated-construction separation of adjacent spaces and construction installed to resist the passage of smoke to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings. All materials and fire-stop systems provided or maintained under this Contract must comply with these codes.

Materials and fire-stop systems used to protect membrane and through penetrations along with joints and voids in fire resistance-rated construction and construction installed to resist the passage of smoke must be maintained. The materials and fire-stop systems must be securely attached to or bonded to the construction being penetrated with no openings visible through or into the cavity of the construction. Where the system design number is known, the system must be inspected to the listing criteria and manufacturer's installation instructions.

The Contractor must notify the Facility Manager and the CO or designee of areas in the building that firestop systems are lacking or compromised.

C.5.9.14 Lightning Protection Systems

The Contractor must ensure compliance with the inspection, testing, maintenance and repair of lightning protection systems in accordance with NFPA 780 - Standard for the Installation of Lightning Protection Systems.

C.5.9.15 Chemical Sensors

The Contractor is responsible for the testing, maintenance and repair of chemical sensor equipment as required by the manufacturer's recommendations. Those tests must be conducted by a certified manufacturer's representative. HVAC unit shutdowns and damper shutdowns required as a result of a trip of the chemical sensor system must be inspected and documented. All documentation of the testing including the chemical sensor, HVAC shutdown, and proper damper operation must be documented in NCMMS within 48 hours of test conclusion.

C.5.10 TOURS

C.5.10.1 General

The Contractor must tour major building systems, equipment, tanks and anything requiring tours mandated by any acts, codes or regulations as contained in this PBWS or any state or local requirements. To accomplish this objective the Contractor must develop a Tour Plan and submit it to the CO or designee for approval, no later than the end of transition phase. With the advent of technology and innovation a "tour" is no longer exclusive to the physical walks. A tour must be a part, or a combination of physical visits and automated systems. Tours are an opportunity to view equipment in different phases of operation, make adjustments, validate controls, verify set points, check efficiency, physical condition of mechanical space, and overall safety. It is not the intention of the Government to overly prescribe tour frequencies or methodologies; instead, the Contractor is expected to develop tours at frequencies and using methodologies that are of value to operations, inclusive of analytical decision making intended to optimize operations based on real time performance data.

C.5.10.2 Proactive Facility Tours

The Contractor must conduct periodic tours of the building to identify proactively and remedy any issues pertaining to lighting, bathroom fixtures, and other tenant environmental comfort concerns. The tours must seek to work in conjunction with the Contractor's energy conservation efforts, proactive Work Orders, and equipment condition assessments. All findings noted during the tour must be tracked and a Work Order must be initiated for corrective action by the Contractor.

C.5.10.3 Minimum Tour Frequencies

a) Daily**:** Major HVAC equipment (when in operation), including boilers, chillers, cooling towers, pneumatic control air compressors, air handler rooms, main switchgear and primary electrical equipment rooms, fire alarm system and control panels (fire alarm system control panels must not have any unwanted trouble conditions), steam system and reducing and regulating stations, special HVAC and uninterruptible power systems for critical functions, sump pits, water treatment equipment, Radon sub slab ventilation systems {also see GSA PM guide HVAC-FAN-01R}.
b) Weekly**:** Distributed HVAC equipment including package units and external condensers, pumps, motors, sewage ejectors, fire pumps, condensate drip pans, electrical vaults and generators. Incorporate moisture control tours to prevent building damage, minimize mold contamination, illuminate leaks, and reduce health risks related to moisture.
c) Twice per Month**:** Battery systems.
d) Monthly**:** Transformers, secondary electrical rooms, switchgear, and primary electrical equipment rooms, fuel oil tanks, exterior sidewalks, penal plumbing assemblies, ground storm drains, building exterior, roofs including PV system, security barriers and bollards, exterior lighting.

C.5.10.4 Monitoring of Central Plant Equipment: RESERVED

C.5.10.5 Operating Logs and Tour Check Sheets

Contractor must maintain Operating Logs and Tour Sheets as part of the data for major equipment. Documentation must be completed at the time of tours. Information recorded in the logs must be sufficient to track the operating hours and performance history of the equipment. Records must be kept of tours and action items needed based upon tour discovery. As such, Operating Logs and Tour Sheets must be a part of the Tour Plan and a Tour Sheet must be established for any space identified as requiring a tour. The Contractor must upon request make the operating logs and tour sheets available for inspection by the CO or designee.

A Tour Sheet must contain at a minimum:

a. General space condition and annotate any discrepancies.
b. Identify broken/inoperable equipment and capture Work Order status.
c. Accurately reflect equipment inspected during tour.
d. Capture operating data of identified equipment.
e. Status in regards to operational parameters.

Contractor must evaluate discrepancies in Operating Logs and Tour Sheets and the operational performance must be investigated and repaired when necessary. All work performed on equipment as a result of a tour inspection must have a Work Order generated in the NCMMS. The O&M Contractor must submit to the CO, or designee, a proposed Operating Logs and Tour Sheets for approval prior to implementing the Tour Plan.

C.5.10.6 Reporting

Problems or conditions that must potentially affect the efficient operation of the building or create a negative impact on the tenant must be immediately reported to the CO or designee.

C.5.11 Repairs

C.5.11.1 General

A "repair" is an act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs involve some combination of labor and repair or replacement of the equipment, parts, components or materials.

The Contractor must perform reimbursable and non-reimbursable repairs as defined in subsection C.5.11 of the PBWS. Repairs are handled on a shared liability basis. This contract has a shared liability amount threshold which means the Contractor is responsible for the first **($2,500.00)** of the repair costs. The intent of this Contract is to ensure that most repairs are accomplished by Contractor personnel. However, the Government recognizes that occasionally there are certain specialized repairs that require specialized skills outside the skill sets of the Contractor personnel. If the Contractor identifies a repair that is believed to be of such a specialized nature that a specialized subcontractor is required to complete the repair properly, the Contractor must provide written justification in advance, to the CO or designee, for approval of the need to use a subcontractor.

If approved, the cost of the subcontractor's labor and material must be treated as a repair part for the purposes of calculating the repair cost. Shared liability must not apply when repairs are required as a result of Contractor (or subcontractor) negligence. In such instances, the Contractor must be responsible for all costs associated with the repair.

If the Contractor uses in-house labor resources during Contractor employees' Normal Work Hours, to perform the repair, no labor must be charged. If the work is being performed outside these hours the labor rate must be the overtime rate established in the Contract. Use of in-house Contractor employees for overtime work must be approved in advance by the CO with proper authority. If the work is subcontracted, due to the need of a specialty skill, the cost proposal must include subcontractor's labor hours, hourly rate, and parts and materials listing with

associated costs, and overhead and profit costs. The Contractor must only apply overhead and profit after the Contractor's shared liability has been subtracted.

Any replacement parts used during the course of this Contract must be of comparable or higher quality and efficiency. The CO or designee must require replacement of components with components from the same manufacturer to maintain consistency throughout the building. Materials and parts that are visible to building occupants must be to building standard and maintain the same appearance as similar materials and parts in the occupied space. Components of control systems must be replaced so as to maintain the tie-in to the control system with no degradation of data throughput, memory, point capacity, data acquisition, or programmability. Motors must be replaced with premium efficiency motors as defined by the NEMA MG-1 standard or in compliance with Local utility guide demand-side management rebate guidelines. Old transformers must be replaced with NEMA-rated class one efficiency transformers in accordance with the NEMA TP-1 standard. Replacement of variable frequency drives must be done in accordance with recommendations found in NEMA, Application Guide for AC Adjustable Speed Drive Systems. Energy Star-rated equipment must be installed where available and when there is no engineering or operational reason not to select an Energy Star product. Energy-consuming items must be the most efficient in their class. GSA Proving Ground identified technologies with deployment potential for GSA must be used when applicable.

The Contractor must stock commonly used items and stay in good standing with a network of suppliers that must deliver ordered items without any delay. Repairs delayed due to supply houses refusing to do business with the Contractor for any reason, is not an excuse to delay the repair. Any equipment components/systems that can no longer be repaired must be replaced. These replacements must be considered a repair and the shared liability amount threshold must apply.

C.5.11.2 Operations

C.5.11.2.1 Non-Reimbursable Repair

A non-reimbursable repair is a repair or replacement requiring no more than **($2,500)** in cost for labor, repair parts, and materials, (including any approved subcontracting costs). The cost of consumable parts and materials must not be calculated as part of the Contractor's repair parts and material costs. Non-reimbursable repairs are entirely the Contractor's responsibility with no reimbursement from the Government.

Non-reimbursable repair(s) schedules/action plan must be submitted to CO or designee within **one (1) calendar days)** (continuous time, including after hours and weekends) from identification of the problem unless an extension is approved by the CO or designee. The Work Order must be put into a status field in NCMMS to indicate the nature of any delay, with appropriate remarks.

C.5.11.2.2 Partially Reimbursable Repairs

Partially Reimbursable Repairs must be identified as a single incident, not an accumulation of various repairs (bundling). If a repair exceeds the threshold and has been approved and verified by the CO or designee, it becomes a reimbursable repair. A partially reimbursable repair is reimbursable to the Contractor for the portion (shared liability) of the cost exceeding the repair threshold.

The required completion date for reimbursable repairs must be established when the CO or designee approves the work in writing, as mutually agreed upon by the CO or designee and the Contractor. The CO or designee must determine if the repair can be made during Normal Working Hours. The Contractor must attempt to complete work as promptly as feasible. Immediately upon identification of a reimbursable repair, the Contractor must create a Work Order in the NCMMS and defer it by putting it in a "hold" status until required approval is obtained from the appropriate CO or designee.

Example of a Partially Reimbursable Repair - Occurring During Normal Work Hours using In-house Staff:

A repair is identified and estimated by the Contractor to cost $3,200.00 for repair parts and materials only. The CO or designee must verify and approve both the need for the repair and the $3,200.00 estimated cost of repair parts,

and materials only. In this example, the Contractor must pay the first $2,500.00 of the repair and GSA must pay the remaining $700.00.

a. Total estimated approved cost for repair parts, and materials only to complete repair, minus the Contractor's shared liability amount (same amount as the non-reimbursable threshold). $3,200 (repair) - $2,500 (shared liability amount) = $700 owed by GSA to the Contractor.

Example of a Partially Reimbursable Repair - Occurring Outside Normal Work Hours:

A repair is identified and estimated by the Contractor to cost $3,200.00 for labor, repair parts and materials. The CO or designee must verify and approve both the need for the repair and the $3,200.00 estimated cost of labor, repair parts, and materials. In this example, the Contractor must pay the first $2,500.00 of the repair and GSA must pay the remaining $700.00.

a. Total estimated approved cost for labor, repair parts, and materials to complete repair, minus the Contractor's shared liability amount (same amount as the non-reimbursable threshold). $3,200 (repair) - $2,500 (shared liability amount) = $700 owed by GSA to the Contractor.

The Contractor must attempt to complete work as promptly as feasible. Immediately upon identification of a reimbursable repair, the Contractor must create a Work Order in the NCMMS and defer it by putting it in a "hold" status until required approval is obtained from the appropriate CO or designee.

C.5.11.2.3 Fully Reimbursable Repairs

Repairs that are caused by third party vandalism, misuse/abuse by third parties, or acts of God (*e.g.*, hurricanes, tornadoes, earthquakes, hail, or floods), including natural disasters where the Contractor took all reasonable precautions and exercised due diligence, are fully reimbursable. The Contractor must be reimbursed under the Additional Services provisions described in this PBWS or at the Government's sole discretion; the Government must have the work performed by other means. When new equipment/systems are installed, the Contractor must be responsible for entering and maintaining warranty information/data/records.

C.5.11.3 Warranties

The Contractor must contact installers or manufacturers, as appropriate, for work that is covered under a warranty and maintain records of warranty service. The Contractor must avoid actions that would invalidate a warranty, unless authorized by the CO or designee. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor must immediately notify the CO or designee.

C.5.11.4 Third-Party Contractors

The Government reserves the right to order repairs from a third party Contractor. If the repair is a reimbursable repair, the Government must inform the Contractor of the outside source's price, and deduct **$2,500.00** or the third party Contractor's price, whichever is less, from the Contractor's payments. Contractor must ensure current-in-force warranty information is maintained in NCMMS and checked prior to maintenance on affected equipment.

C.5.12 Work Orders

C.5.12.1 General

The Contractor must manage all Work Orders for each building and serve as the responsible main point of contact for all work. The intent of the management of Work Orders is to maintain a safe, healthy and functioning environment for all occupants and to preserve the asset value of the building(s) in the scope of the Contract. The Contractor's performance in the management of the work scope must be assessed by tracking the completion record, requirements performance, tenant satisfaction, and the overall accountability and organization of the work. Nationally, the Government must use the data collected by the Contractor to characterize and develop reports using building asset data and to study trends pertaining to O&M activities. Utilization of NCMMS including Work Order volume, completeness, timely entry, and timely closure as recorded in NCMMS is part of GSA's national

performance measures, and part of quality assurance plans. The Contractor must update Work Order data within one business day or less of work order receipt, acceptance, start of work, and work completion.

C.5.12.2 Operations

GSA uses a NCMMS to manage the work of the Contractor. It is used to manage all work, scheduled and unscheduled maintenance and repairs, any building environment-related tenant complaints, associated documentation and any miscellaneous work required for all buildings. The Contractor must operate a Work Request/Work Order management system and administrative support functions during Normal Working Hours and act as a central point of contact for the Government and building occupants. The administrative support can be off site. Management activities include accepting Work Orders from a Service Call Center, generating Work Orders and as the need arises and, tracking and maintaining Work Order data records.

The Contractor must enter all minimally required data into the NCMMS, including all Work Orders and resultant Work Orders, Work Order description, problem cause, and remedy, timestamps, work start, and completion, as well as time to complete any necessary action and log entries. The Contractor must update Work Orders in NCMMS timely, preferably within one hour of change in status, and in all cases on the same day as the work status changed (*e.g.*, reported, assigned, started, or completed).

Primary duties of the Contractor to manage the majority of the work are:

a) Attend required training and maintain on the use and maintenance of the Work Order management tools provided by the Government and to increase proficiency in the tools.
b) Operate as a central point of contact for the Government and building occupants to take all Work Orders, and track and maintain Work Order records in the NCMMS. Including communicating any work requests not under the scope of this Contract that are received through regular channels. Work not under this scope must be entered and tracked in the NCMMS for proper disposition as directed and/or provided by CO or designee.
c) For tenant Work Requests, Contractor must also record tenant contact information, tenant agency and email address of tenant requesting work.
d) Uses NCMMS for mobile work management practices to the greatest extent practicable. This includes using the NCMMS mobile application for management and input of Work Orders, and documentation of time to complete Work Orders in real-time, when possible.
e) Document in NCMMS Work Orders for all work performed, including routine Work Orders, urgent Work Orders, emergency Work Orders and emergency call back Work Orders.
f) Generate reports using the NCMMS for the CO or designee as requested and in a format and media as requested.

C.5.12.2.1 Emergency Work Order

The Contractor must respond to an emergency Work Order **immediately** during Normal Working Hours. The Contractor must remain on the job until the emergency situation has been secured and adequate temporary repairs have been made. Permanent repair must be governed by the repairs provisions in this PBWS. Emergency Work Orders and callback responses are service requests where the work consists of correcting failures that constitute an immediate danger to personnel or property, including but not limited to broken water pipes, stalled elevators with trapped passengers, electrical power outages, electrical problems that may cause fire or shock, gas or oil leaks, major air conditioning or heating problems, or any work considered by the CO or designee to be of an emergency nature.

C.5.12.2.2 Emergency Call Back (Beyond Core Coverage Hours)

On occasion, services must be required to support an activation or exercise of contingency plans or emergency call back outside the Normal Working Hours described. Emergency call back requests are service requests where the work consists of correcting failures that constitute an immediate danger to personnel or property or any work considered by the CO or designee to be of an emergency nature. The Contractor must respond to emergency call back service requests immediately (within the shortest possible time consistent with the mechanic's location and not to exceed (1) hour). The Contractor must remain on the job until the emergency situation has been secured and adequate temporary repairs have been made. Permanent repair must be governed

by the repair provisions in this PBWS. The Contractor must provide a written account of any emergency call back; including costs incurred and plan for permanent correction of the problem, to the CO or designee no later than the morning of the next business day. If the emergency call back is expected to take more than two hours to resolve, the Contractor must get approval from the CO or designee.

C.5.12.2.3 Urgent Work Order Response

The Contractor must respond to urgent Work Orders within **30 minutes** during normal working hours. The Contractor must remain on the job until the urgent repairs have been made. Permanent repair must be governed by the repair provisions in this PBWS. Urgent Work Orders are those Work Orders where the work consists of correcting failures that interrupt or otherwise adversely impact either GSA operations or building occupant operations. Examples of these types of service requests include, but are not limited to, inoperative electrical circuits, extreme temperature complaints, inoperative lighting above a workstation, flush valve stuck open, any malfunctions to equipment that affect the tenant's operations, or any work considered by the COR to be of an urgent nature.

C.5.12.2.4 Routine Work Order Response

The Contractor must respond promptly to Routine Work Orders (i.e. plumbing and lighting issues) and complete the required work within **60 minutes** of notification. The Contractor must immediately notify the CO or designee with a written extension request when the routine service call cannot be completed within the specified timeframe. Routine Work Orders are those Work Orders that do not interrupt or otherwise adversely impact GSA operations or building occupant operations.

C.5.12.3 Data Maintenance

The Contractor must keep all records and databases current and able to be accessed by the Government. The Contractor is responsible for the accuracy of data in the NCMMS and for entering all data requested for each activity tracked by the NCMMS. Any data that is found to be in error must be brought to the attention of the Facility Manager and the COR to be noted and discussed to determine the proper resolution. The Contractor must:

- Update the NCMMS database frequently, including all certifications, inspections records and third-party reports.
- Ensure updates of the equipment list and identify equipment deficiencies as needed throughout the duration of the Contract.
- Ensure all Work Orders include labor hours, costs and closeout notes.
- Check on the status of in progress Work Orders and report to the Government any barriers that can potentially impact successful and timely completion.
- Generate reports for the Monthly Report at the request of the CO, the COR or designee.

C.5.12.4 Reporting

All Work Orders must document and capture minimally required information, including; Work Order description, resolution information, timestamps, work notes, and other completion information, in accordance with provided training, guidance and standard operating procedures. Monthly reporting of the Work Order status must include data on all types of maintenance, repairs, service calls (*i.e.,* emergency, urgent, overdue, and tenant complaints), and accounting of deferred, completed, and active Work Orders with estimated completion dates by type of work *(i.e.,* reimbursable, repair, and Work Orders) resulting from testing and inspections, and any equipment out of service. All Indoor Air Quality (IAQ) work requests/complaints must be appropriately documented along with the corrective action in NCMMS in a timely manner. It must be communicated to GSA CO or designee. Further communication will be delivered to appropriate stakeholders, including building occupants, and visitors; along with any relevant information about IAQ-related incidents or emergencies. Contractor must identify all feasible and prudent actions taken to restore acceptable IAQ in the wake of any incident that renders a space or the entire building unsuitable for occupancy due to poor IAQ conditions.

All additional information requests made by the Government must be responded to within one business day. All such requests must be communicated to the Contractor with a detailed explanation of the information that is requested.

C.5.13 Additional Services Indefinite Quantity Provisions

C.5.13.1 General

The CO must order Additional Services at their discretion. Additional Services must include any services related to operations, maintenance and repairs, systems upgrades, system operation, or tenant services facilities within the scope of the Contract but not covered within Basic Services.

C.5.13.2 Price Proposal for Additional Services Work Request

The Government must issue the Contractor an Additional Services Work Request (ASWR) for additional work within the general scope of this Contract. The Contractor must provide a proposal within **five (5)** working business days of receipt of the ASWR. The Proposal must include a brief description of the technical approach to completing the ASWR. The ASWR Proposal must also include detailed pricing on a firm-fixed price basis. At a minimum, the price to complete the ASWR must include parts and materials, labor and subcontracting costs as described below.

C.5.13.2.1 Parts and Materials

The price for any parts and materials required to complete the ASWR must include a description of the estimating methodology used by the Contractor to determine the reasonableness of the proposed price, *e.g.*, review of manufacturer catalogs, review of competitive quotes or justification of only one available source for the parts or materials

C.5.13.2.2 Labor

The price for labor required to complete the ASWR must identify the labor categories and rates from the price schedule in this Contract. This includes the labor categories and rates for any subcontracts awarded under this Contract. Proposed and actual costs must be recorded.

C.5.13.3 Additional (Non-Pricing Schedule) Subcontracts

The Contractor must identify the price of any new, additional subcontractor labor necessary to complete the ASWR and the Contractor's methodology to determine that the level of effort and price of labor is reasonable, *e.g.*, competitive quotes for the work, justification of only one source, and any other additional information to assist the Government in determining the reasonableness of the proposed subcontract(s). The Contractor must compete for subcontractor opportunities for the work to the maximum extent practicable. If two or more quotes are not obtained, the Contractor will provide justification.

C.5.13.4 Indirect Costs (Markup)

The Contractor must include the material handling cost (*i.e.*, indirect costs, rate or burden) for any materials, parts, or subcontractor costs proposed to complete the ASWR as stated on the price schedule. If no indirect costs (markup) are included in the price schedule, the Contractor must provide the basis for the indirect cost. When performing work that requires use of subcontractors (provide two or more quotes) and charging subcontractor management fee and/or parts and material handling fee or both, the Contractor must provide the Government with documentation of vendor proposal(s). If two or more quotes are not obtained, the Contractor will provide justification.

C.5.13.5 Proposal Review

The Government must review the Contractor's ASWR proposal and may request additional information regarding the technical approach or the price of the prospective ASWR.

C.5.13.6 Additional Services Work Request Ordering and Invoicing

If the Government is satisfied, in its sole and absolute discretion, with the technical approach and the price of the ASWR, the CO or designee may order the ASWR, in writing, if priced at less than $2,500. The Contractor must accept the GSA Purchase Card as a method of payment. If the ASWR is priced at $2,500 or greater, the CO may order the ASWR proposed work by a separate requirements Order using GSA Form 300.

C.5.13.7 Cost Documentation

The Contractor must provide all paid invoices for any materials, parts, and subcontractor costs (certified payrolls and a Release of Claims) following the completion of the ASWR requirements Order work. This documentation must be provided no later than 30 business days after completion of the ASWR requirements Order work. Documentation for GSA Purchase Card work must be provided at the time payment is processed.

C.5.13.8 Construction Services: RESERVED

C.5.14 Building Management and Support Services

C.5.14.1 General

Projects for the major repair, replacement or enhancement of the facilities covered under the scope of this Contract are often initiated from the GSA regional offices and awarded to private sector Contractors. Generally these projects are lengthy and complicated in nature, affecting several major building systems during the course of construction. To deliver successful project results and minimize impact on building tenants and daily operations, high levels of coordination and inspection are necessary.

To assist GSA in these efforts, and when requested by the COR or designee through a NCMMS Work Order, the Contractor must provide reasonable and competent assistance during Normal Working Hours to GSA personnel or other GSA Contractors, at no cost to GSA, on performing energy studies, commissioning services, engineering studies, building condition evaluations, project designs within the building, and equipment or system surveys. Such assistance must include escorting investigatory personnel through spaces in the building in accordance with building security requirements, explaining the operation and condition of equipment and systems to investigatory personnel and providing access to trend data, maintenance records, reference library materials, and other pertinent building technical data to investigatory personnel. The COR or designee must inform the Contractor as far in advance as possible of the actual date and time these services are needed. Any impact on regular scheduled work must be identified with the COR and approved in advance for deferment.

C.5.14.2 Miscellaneous Work

Numerous small projects/requirements are generated monthly by GSA and GSA occupancy agencies housed in the buildings covered under the scope of this Contract. Accomplishing these requirements generally requires skilled and experienced general labor, common supplies, and small hand and power tools of the building trades. As part of the monthly price for preventive/predictive maintenance services, the Contractor must provide a total of **120 hours** and up to **$250** of consumable parts and supplies annually when requested by the COR through a NCMMS Work Order to accomplish discretionary work in the buildings covered by this contract. The Contractor must furnish the labor, tools and consumable materials, as necessary, to perform the work. The Contractor must implement a plan for accurately recording hours of labor and costs of parts and supplies expended. At a minimum, all costs, including labor hours and materials must be recorded and delivered by the Contractor in the monthly report.

C.5.14.3 Review of Design Documents

Utilizing the most qualified onsite personnel familiar with the operations of the facilities covered under the scope of this contract, the Contractor must review design and construction project documents in accordance with instructions and timeframes provided by the CO or designee. The purpose of this review is to allow the Contractor to comment on any negative impact the proposed project may have on its ability to operate efficiently the building equipment or systems. This section does not require work from either an architect and/or an engineer under FAR subpart 36.6. The Contractor must provide a total of 20 hours annually.

C.5.14.3.1 Reporting

The Contractor must provide input or propose ideas that can improve the operations.

C.5.14.4 Inspections Assistance for Space Build Outs

When tenant improvement or space alteration work is completed in the building, the CO or designee must request that the Contractor inspect the area to verify that the spaces have: appropriately zoned air supply and return ductwork and diffusers and appropriately zoned lighting circuits, all zone HVAC/lighting controls have been adjusted appropriately, and the labeling of breakers in electrical panels and outlet cover circuit designations are complete.

C.5.14.5 Flag Procedures

The Contractor must raise, lower and place at half-staff the United States Flag, agency pennants, and other flags (*e.g.,* POW flag) provided by GSA. This service must be provided when directed by the CO or designee.

C.5.14.6 Overtime Utilities

The Contractor must at the direction of the COR through NCMMS Work Order, provide OTU to tenant agencies. The Contractor must program Energy Management System (EMS) electronically or by hand turn on necessary equipment to provide OTU. OTU are funded by agencies and are considered above standard services. The Contractor does not have to be physically present, but must ensure that the utilities are scheduled for these hours and are provided for per the OTU request. OTU hours must be included in the Monthly Report. The Contractor must track the OTU and have information available at building management request.

C.5.15 Monthly Progress Report

C.5.15.1 General

The Contractor must use the GSA-developed reports of monthly progress or other submittal requirements (*e.g.,* quality control, asset inventory), using NCMMS data, to describe the status of maintenance and operations as of the last day of the performance month. The Contractor must provide reports to the CO or designee as requested and in a format and media as requested with a preference for electronic submittal. The Monthly Progress Report must be submitted to the CO or designee by the **5th** business day of the subsequent month. This report must include the: Work Order status of all types of maintenance, inspections, repairs, service calls (highlight overdue and tenant complaints), including deferred, completed and active (include estimated completion date), by type of work *i.e.,* reimbursable, repair and Work Orders resulting from testing and inspections, and any equipment out of service. The Monthly Progress Report must also include:

a. Explanation of any equipment, designed to be controlled by the BAS, operating in manual mode as of the end of the performance month, and of any other overrides to sequences of operations in effect as of the end of the performance month.
b. Operating schedule changes (manual, programmed or OTU).
c. Description of any lost time accidents or other safety problems, including incidents involving hazardous materials that occurred during the performance month.
d. Copies of quality control inspections performed during the month.
e. Building Management Support Services (utility hours/miscellaneous work) provided during the month.
f. Monthly water treatment test results.
g. Recalibration documentation of advanced metering equipment.
h. When testing is performed, the Contractor must submit results with the next monthly progress report.
i. A copy of the updated refrigerant control logs.
j. The Contractor must record the fuel (if any) levels monthly and report findings in the Monthly Progress Report.
k. Review of energy performance trends as of the end of the performance month and description of likely causes of significant changes in energy usage from the same month one year prior.

l. All inspections, test results, and maintenance performed on Fire Protection and Life Safety Equipment and Systems using the inspection, testing and maintenance forms referenced in the applicable NFPA code or standard.
m. Meter readings.

C.5.16 Reference Library

C.5.16.1 General

The Contractor must maintain a comprehensive reference library that includes building design or record documents, renovation or equipment retrofit design or record documents, maintenance reference documents, applicable NFPA codes and standards, fire protection system as-built drawings, fire protection system operations and maintenance manuals with copies of approved submittals, fire protection system parts list, fire protection system zoning scheme, fire protection system sequence of operation matrix, HVAC Operations Manual (if one has been developed), building operating plan, energy and other building technical studies, hazardous materials surveys, and other documents necessary to document the design, function, and condition of the building. The Contractor must safeguard this information in accordance with the provisions of subsection C.1.6.2, Safeguarding and Dissemination of Controlled Unclassified Information.

SECTION 6: MAINTENANCE SPECIFIC REQUIREMENTS

C.6.0 General

The Contractor must establish an effective Preventive Maintenance Plan for scheduling and performing scheduled preventive maintenance on all building equipment and systems requiring a preventive maintenance procedure covered under the scope of this Contract. The Contractor must submit the Preventative Maintenance Plan as part of the Contractor's proposal. This plan will be approved by the CO or designee, the plan is to include the Contractor's approach to maintenance and repair and list of equipment/systems receiving a preventive maintenance procedure as well as the specific maintenance standard or guide describing the preventive maintenance procedure, and frequency. Once approved, this Preventive Maintenance Plan must be incorporated into the Building Operating Plan described in subsection C.5.2.1 above and the Contractor must update NCMMS within **5 business days** to match the Government approved plan. The Contractor must complete preventive maintenance in the month scheduled. Contractor must provide accurate and timely tracking of preventive maintenance in NCMMS and minimize preventive maintenance backlog. Preventive maintenance planning, reporting and backlog are used in PBS national performance measures and GSA quality assurance.

C.6.1 Maintenance Standard

The Contractor must submit for approval to the CO or designee the preventive or predictive maintenance standards proposed by the Contractor. These standards must be based on a combination of equipment manufacturers' recommendations, the Public Buildings Service O&M Standards, sensor technology, diagnostic software, the Contractor's experience and other sources and established standards. The Contractor must obtain approval from the CO or designee, for each piece of equipment where the manufacturer or designer recommends preventive maintenance. The Contractor assumes responsibility that approved standards are inclusive for preventive maintenance, testing, and inspections of equipment under this contract.

If the Contractor uses the most current version of the preventive maintenance guides then the Contractor assumes responsibility that the preventive maintenance guides are all inclusive of all the required preventive maintenance, testing and operation requirements for equipment and systems covered in this contract. 2018 PM Guides can be found at the website in the document titled "Web Links" at: Operations and Maintenance Specification. The equipment requiring Contractor's proposed preventive or predictive maintenance standards or guides includes all of the equipment and systems when any of the following equipment characteristics apply:

a. The equipment normally requires periodic replacement of consumable components.
b. The equipment normally requires periodic or occasional cleaning.
c. The equipment has moving parts.
d. The equipment is prone to failure before overall obsolescence of the system it serves.
e. The equipment is of a type itemized in the NETA, Maintenance Testing Specifications.
f. The equipment requires inspection, testing and maintenance in accordance with NFPA codes and standards.
g. The equipment requires maintenance in accordance with any other provision of this contract.

The Contractor must schedule preventive maintenance, inspection and testing and begin maintenance on new equipment in the NCMMS, when the extended maintenance service is completed by the installer and the Contractor ensures that all pertinent warranty information and proposed maintenance plans are sufficient to uphold warranty obligations

C.6.2 Boiler/Pressure Vessel Systems

C.6.2.1 General

Boiler systems are an essential part of GSA's ability to provide the environment needed for its tenants to perform their mission. The Contractor must operate and maintain the boiler systems to preserve the safety of personnel, the protection of the property, and the comfort of the tenants.

C.6.2.2 Operation

The Contractor must operate boiler systems according to established operational standards outlined in the current Building Operating Plan. The intent is to operate as efficiently as possible while protecting all assets from freezing conditions. Boiler operations must be logged daily while in operation. The Contractor must be familiar with the requirements of the local AQMD and must ensure operating permits for boilers, and all other emissions producing equipment regulated by the AQMD are up-to-date and have copies available for the CO or designee. Operating readings must be logged daily and posted during boiler operation. During curtailment operations, all diesel fuel used shall be reimbursed by the Government.

C.6.2.3 Boiler Maintenance

The Contractor may use GSA's preventive maintenance standards to perform maintenance or the manufacturer's recommended maintenance procedures, or any combination as long as the method is submitted to the CO or designee for prior review and approval. All safety devices must be kept in good operating condition.

C.6.2.4 Testing and Inspecting

The Contractor must provide boiler inspections, including internal and external (operating) inspections and tests described in part 2 of the National Board Inspection Code (NBIC) 2017 or later versions. The operating or external inspection must be done during the heating season while the boiler is under load. The internal testing must be scheduled in the off season. Details on what the Contractor must do to get the boiler ready for inspection prior to the inspector's arrival must be determined between the Contractor and the inspection Contractor. All unfired pressure vessels that are in excess of 15 gallons and a designed operating pressure of more than 60 psi must be inspected annually, either during the external or the internal inspection of the boiler. Inspections must be performed by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, who must be employed by an independent firm specializing in boiler and unfired pressure vessel inspections. The Contractor must implement boiler shutdown and summer lay-up procedures to protect the boilers from corrosion during the off-season. A combustion (flue gas) analysis must be performed annually at the beginning of each heating season on all fossil fueled boilers. This test helps the Contractor adjust the boiler to its optimum efficiency. A report that includes the manufacturer's efficiency rating by design must be provided to the COR within seven business days of the test that shows the readings before any adjustments are made. A follow-up report must be provided to the COR within seven days after any adjustments are made to document compliance.

C.6.2.5 Reporting

Daily logs of the boiler must be annotated by the Contractor on an approved boiler log and kept at the boiler. After the third-party inspection of a boiler, the Contractor must have the inspector complete GSA Form 349 (Inspection Report of Boiler) for each boiler inspected. After the third party inspection of an unfired pressure vessel, the Contractor must have the inspector complete GSA Form 350 (Inspection Report of Unfired Pressure Vessel) for each vessel inspected. These two forms, the GSA Forms, 349, and 350 must be kept in a file, while a third form must be kept on the equipment itself. This third form is GSA Form 1034 (Certificate of Inspection). All inspections and tests must also be scheduled and annotated in the NCMMS and reported in the monthly report.

C.6.3 Air Distribution Equipment

C.6.3.1 General

The purpose of air distribution systems is to maintain acceptable indoor air quality for building occupants. These systems are applied in various locations, including industrial spaces, warehouses, kitchens, office space, computer rooms, laboratories, and courtrooms. The scope of operations and maintenance for air distribution systems includes all components as part of the system. This includes all types of air handling equipment owned or managed by GSA, such as packaged units, rooftop units, fan coil units, and direct expansion that are part of the entire building system.

C.6.3.2 Operation

The Contractor must operate air distribution systems in accordance with their design and the approved sequence of operations and any other requirements within this Contract. The Contractor must follow ASHRAE 202-2103 (Commissioning Process for Buildings and Systems) or later versions, if superseded, when operating this type of equipment. The Contractor must be responsible for making immediate adjustments or corrections that fall within the proposed maintenance plan, generated Work Orders and any other requirements under this contract. The Contractor must make recommendations and perform adjustments to controls, adjust BAS settings, correct set points, and restore equipment to automatic operation as approved by the CO or designee. The Contractor must identify all alarm points with originating point identification information (device ID, point number, description) to manipulate the system to monitor conditions, track and trend operational criteria. The Contractor must make every reasonable effort to protect all assets regarding air distribution systems and associated equipment listed in this Contract from freezing conditions.

C.6.3.3 Maintenance

The Contractor must use GSA preventive maintenance standards or the manufacturer's recommended maintenance procedures, or a combination of the two procedures to perform maintenance as long as the method is submitted to the CO or designee for prior review and approval. This as well as all preventive maintenance covered in this contract will be addressed in the Contractors submitted Preventive Maintenance Plan. The equipment requiring the Contractor's proposed maintenance plan must include all of the building equipment associated with the air distribution systems up to and including the final discharge of air into occupied spaces. At a minimum, the maintenance plan must include applying lubricants, cleaning fan housings, fans, coils, dampers, air diffuser/grilles, air handling unit (AHU) sections, and equipment rooms, and replacing consumable parts or components.

C.6.3.4 Replacement of Air Filters

The Contractor must use high efficiency air filters when replacing the filters in air handlers and other equipment that use air filtration. The Contractor must only use air filters with known Minimum Efficiency Reporting Value (MERV 10), as defined in the ANSI/ASHRAE Standard 52.2 and required in accordance with the most current PBS-P100. The Contractor must replace air filters with the air filters that have the highest MERV value consistent with the feet per minute of the fan. The Contractor must maintain minimum ventilation standards in ASHRAE Standard 62.1 with the current revision year. Prior to installation, the COR must approve the filters to be used. At a minimum for an AHU with pre- and post-filters, the Contractor must replace the pre-filters quarterly or as deemed necessary by the Magnehelic gauges or BAS-connected monitoring devices, and the post filters annually or as deemed necessary by the Magnehelic gauges. The rooftop unit, variable air volume, power induction unit, fan coil, computer room, or any other air distribution filters must be changed as required by the Preventive Maintenance Plan, but at least annually.

C.6.3.5 Testing and Inspecting

The Contractor must ensure that air distribution components operate on a system level per the design intent and sequence of operations by testing and inspecting the units. The testing of the air distribution system must also include the integration with other equipment in the building including chillers, boilers, variable air volume system components, fans, ductwork, and air intakes. The Contractor must conduct regular inspections of air filters to ensure that the filters are changed as recommended by the manufacturer or when they have become clogged. The Contractor must conduct inspections of the condensate drip pans of all AHU, A/C package units, window A/C units, and other equipment items and systems that physically have drip pans to ensure that they drain properly. Such inspections must be conducted in accordance with the tour program and be performed no less frequently than weekly. Pans that are not level or that leak must be reported to the CO or designee. All drip pans must be treated with an appropriate biocide to control the growth of algae, mold or other organisms or fungi. If any condensate pans are inaccessible, the Contractor must notify the CO or designee immediately.

C.6.3.6 Reporting

The Contractor must report and enter into the NCMMS any and all activities performed with respect to the air distribution system and its components, including Work Orders completed.

C.6.4 Chiller Systems

C.6.4.1 General

Chiller systems are an essential part of GSA's ability to provide the environment needed for its tenants to perform their mission. The Contractor must operate the chiller to preserve the safety of personnel, the protection of the property, and the comfort of the tenants.

C.6.4.2 Operation

The Contractor must operate the chiller systems according to established operational standards with manufacturer's guides, industry standards or as otherwise directed by the CO or designee. The intent is to operate as efficiently as possible while protecting all assets. Chillers must be logged daily while in operation utilizing a GSA-approved chiller log.

C.6.4.3 Maintenance

The Contractor must use GSA's preventive maintenance standards or the manufacturer's recommended maintenance procedures, or a combination of the two to perform maintenance, as long as the method is submitted to the CO or designee for prior review and approval. Maintenance must be accomplished by the chiller manufacturer's authorized service technician.

C.6.4.4 Testing/Inspecting

Nondestructive Chiller Tube Analysis (Eddy Current) - Chillers with tube and shell heat exchangers, both evaporator and condenser, must have an eddy current test performed every three years. The test must be performed by a Level II technician, certified by the American Society for Nondestructive Testing, per SNT-TC-1A - Personnel Qualification and Certification in Nondestructive Testing/Inspection. The test must be performed in accordance with current American Society of Mechanical Engineers standards. Refer to the current Preventive Maintenance Guide for additional requirements. The Contractor must take pictures of the tubes, tube sheets and end plates of water cooled chillers with tube and shell heat exchangers after the removal of the end plates prior to brushing the tubes and again after the brushing of the tubes. These pictures must be uploaded into the NCMMS. The Contractor must notify the CO or designee at least two business days prior to the removal of the end plates so that GSA has the opportunity to observe the condition of the tubes right after the removal of the end plates. All inspections and tests must also be scheduled and annotated. Contractor must provide the CO or designee with two copies of the written report within **14 business days** of the test. The report must include findings and recommendations. The Contractor must document the report by uploading it into the NCMMS

C.6.4.5 Reporting

Daily logs of the chiller(s) must be annotated on an approved chiller log and kept at the chiller or the onsite Contractor's office and uploaded into the NCMMS. With low pressure chillers daily logs must include purge run times and pump out times. Logs are to be Included in the monthly report.

C.6.5 Cooling Towers

C.6.5.1 General

The cooling tower equipment is a critical component to HVAC operations. By design this device removes heat in the condenser water loop by the process of evaporation. In this process the returning water can take on properties that are detrimental to the proper functions of the HVAC system. The Contractor must ensure proper maintenance of this equipment in order to ensure proper HVAC operations.

6.5.2 Operations

Due to factors such as geographic location, altitude, local weather conditions, and prevailing winds, etc., setting and maintaining a set-point for water temperature is a complex process that has high local variability. Therefore,

the Contractor must ensure that the Contractor staff understands the established control sequences for the operation of the cooling tower. The Contractor must propose a better sequence that offers greater efficiency. Before enactment of the new sequence, the Contractor must submit the proposal to the CO or designee for consideration and approval.

C.6.5.3 Maintenance

Due to the evaporation process taking place inside the tower, regular cleaning of the tower to minimize the accumulation of dirt and scale is required. The Contractor must ensure proper maintenance of the equipment by inhibiting and removing mineral scale, corrosion, bacterial contamination, and general fouling of the water and by physically cleaning the tower on a regular basis. The Contractor must use GSA's preventive maintenance standards to perform maintenance, or use the manufacturer's recommended maintenance procedures, or a combination of both as long as the method is submitted to the CO or designee for prior review and approval.

C.6.5.4 Testing

The Contractor must test the water in accordance with the water treatment section of this contract. All equipment associated with the cooling tower must be checked for proper operation and free of scale, corrosion and other contamination affecting performance of the tower. Testing must include vibration cutout switch where installed.

C.6.5.5 Reporting

All maintenance and all service calls associated with cooling towers must be reported in the NCMMS. GSA requires the Contractor to advise the CO, or designee, immediately if a cooling tower is not operating properly or is offline for any reason.

C.6.6 HVAC Water Management

C.6.6.1 General

HVAC water management is maintaining and operating, testing and reporting of the cooling tower water system plus the heating and chilled water loops and ramp de-icing loops, as directed by the HVAC Water Management Plan. The goal of HVAC water management is to manage, operate and maintain the water systems in the HVAC equipment at optimum performance whenever needed to protect the building systems assets that maintain satisfactory indoor environmental quality for all tenants.

C.6.6.2 HVAC Water Management Plan

The Contractor must prepare a comprehensive water treatment plan that includes operating, cleaning, maintenance, corrosion monitoring, seasonal equipment layups, water treatment for both open and close loops and reporting on all related actions and analysis. The plan must be specifically detailed to provide the CO or designee a quality assurance guide by which to assess the operating, maintaining, testing and reporting of all activities associated with the HVAC water systems. The Contractor must ensure compliance with GSA Order PBS 1000.7 Drinking Water Quality Management and Appendix E of the PBS Desk Guide for Drinking Water Quality Management. The Contractor must provide all equipment, chemicals, and services (including application) required to control corrosion, scale, algae, and bacterial growth in all HVAC equipment and systems throughout the building. All equipment installed for water treatment and corrosion monitoring must be conveyed to the Government at the end of the contract. This Plan will be submitted to the CO or designee within 60 days of contract start date.

Water treatment is a constant balancing act, which means that an effective treatment plan has to be flexible in its ability to meet requirements. A "one size fits all" concept does not work well when creating an effective and efficient water treatment plan. Size, location, geography, and altitude all play a factor in deciding the best water treatment plan.

C.6.6.3 Operation

The Contractor must control corrosion, scale, algae, and bacterial growth in all HVAC assets and systems throughout the building. The Contractor must be responsible for compliance with all applicable local sanitation requirements, discharge regulations, district air quality regulations, and other environmental laws and regulations. The scope of this work extends to related safety equipment (e.g., emergency eyewash stations), all of which must be maintained in accordance with all applicable OSHA standards.

C.6.6.4 Maintenance

The Contractor must implement an effective HVAC water loop maintenance plan as part of a comprehensive HVAC equipment maintenance program. This plan must include the methods, procedures, references and industry standards that the Contractor has elected to use to execute the maintenance plan. The plan must also detail procedures, special tools and equipment, treatment procedures, chemicals and water chemistry criteria, preventive maintenance and testing frequencies, and anticipated schedules for shutdown, start up, and cleaning.

C.6.6.5 Testing and Inspecting

The Contractor must establish water treatment and testing frequencies that give an accurate and regular indication of whether the maintenance performed is adequately keeping the HVAC system water within the limits established in the HVAC Water Management Plan. GSA has a list of standard closed loop and open loop parameters that set the maximums and minimums for the specific system design. Those criteria are listed at the end of this section.

Planned testing activities must address the following issues:

a) The Contractor must perform a comprehensive initial water treatment analysis (laboratory analysis) within 30 calendar days of the Contract award to assist in developing the HVAC Water Management Plan. This initial analysis must establish a baseline and must be used to inform and validate the effectiveness of the Contractor's Plan.
b) The testing frequencies must be established by the plan based on manufacturer's recommendations with input from the COR and the facility management staff.
c) A qualified independent water treatment specialist must be engaged to draw a set of water samples at a frequency established by the plan and as agreed to by the CO or designee. Tests must be performed as described in the water treatment plan and test results uploaded in the NCMMS as an attachment to the Work Order.
d) All samples must be analyzed and a monthly report containing all pertinent information, relative to the conditions found, must be submitted to the CO or designee with the monthly progress report.
e) In facilities where makeup water is metered, makeup water quantities used must be tracked and reported. Types and quantities of chemicals used must be tracked in the NCMMS and reported on in the monthly progress report.
f) If testing results are outside of established parameters in the plan, the Contractor must immediately investigate the cause of the deficiency and implement corrective action to restore the system to established parameters. The Contractor must immediately notify the CO, or designee of the situation, explain the cause of the non-compliance condition and the actions taken to remedy the problem.
g) After corrective action has been implemented, the Contractor must perform a second test to verify that the system is operating within established parameters.
h) All testing and retesting results must be entered into the NCMMS by the Contractor.
i) Glycol-water solutions in all building systems must be tested monthly to determine the percentage glycol. The glycol water solution in all building systems must be tested annually for pH, reserve alkalinity, inhibitor levels, and degree of contamination. If testing results indicate that glycol or additives must be added to maintain proper chemistry then the Contractor must be responsible for glycol or additives additions. If the test results indicate full replacement is necessary then the Government is responsible for all associated costs. The test results must be documented in NCMMS, using (virtual) meters, where practical.

C.6.6.6 Reporting

The initial analysis of the HVAC water system(s) must be reported to the CO and designee immediately after the results are known. It is the responsibility of the Contractor to correct any non-compliant conditions at no cost to the Government as soon as a solution has been reviewed and approved by the CO or designee. Any initial cost that exceeds the repair threshold must be a shared liability. Once the parameters are within the established tolerances the Contractor must be responsible to maintain equipment and chemistry at the Contractor's cost.

The periodic water treatment and testing reports must be included in the monthly progress reports. All other analysis reports performed to analyze or mitigate non-conforming issues must be brought to the attention of the CO or designee immediately. The monthly progress reports must include the following items:

a) Testing dates, procedures and (in-house and independent) results,
b) Make up water volumes used,
c) Chemical amounts and types added to the system(s),
d) Tolerance and range criteria set forth in the plan as compared to actual testing results,
e) Remediation actions taken during the month,
f) Trending data for a running 12 month period on all measures as they compare to the tolerance and acceptability range parameters set forth in the Plan, and
g) Any other pertinent data/info to complete a comprehensive profile of the HVAC water system(s).

The Contractor must compare cooling tower water treatment results with the Chiller Operating Log. Trending and best practices must be identified and proposed to CO or designee for review and approval prior to implementation in an effort to establish the most efficient systems operations based on conditions.

Table of GSA established HVAC water management criteria

Open Loop

Chemistry Tests	**Frequency of Test**	**Operating Ranges**
Tower Water Conductivity	Auto Blow down: Weekly, Monthly Manual Blowdown: Daily	160-2400 mmHOS (110-1600 ppm)
Makeup Water Conductivity (Hardness)	Auto Blow down: Weekly, Monthly	40-600 mmHOS (30-400 ppm)
pH Test	Daily, Weekly	7.5 to 9.5
Corrosion Monitoring (Coupon Test)	Quarterly (3 months)	Iron: 2 to 5 mils/ year Copper: 0.2 to 0.5 mils/ yr
Bacteria Testing	Quarterly (when system is running) and whenever system has been shut-down for 5 consecutive business days	Max: 1000 cfu/ml (colony forming units/ ml)
Chlorides	Weekly, Monthly	Max: 250 ppm as Cl Max: 410 ppm as NaCL
Sulfites	Weekly, Monthly	50-100 ppm SO_3 80-160 ppm Na_2SO_3
Corrosion Inhibitor Residual	Auto Chem. Feed: Weekly, Monthly	Defined by Consultant
Oxidizing Biocide Residual	Auto Chem. Feed: Weekly, Monthly	Defined by Consultant

Legionella pneumophila, Bacteria Testing		When total bacteria >1,000 cfu/ml (repeat treatment and testing until total bacteria <1,000 and L. pneumophila bacteria <10 cf/ml Max: 10 CFU/ml

Closed Loop

Chemistry Tests	Frequency of Test	Operating Ranges
pH	Monthly	7.5-9.5
Total Dissolved Solids (TDS) or Conductivity	Quarterly (3 months)	Maximum: 2000 ppm or (2500µS/cm)
Polyphosphates (PO_4)	Monthly	10- 20 ppm
Sulfites	Monthly	50-100 ppm SO_3 80-160 ppm Na_2SO_3
Bacteria Testing	Monthly	Max: 10^3 cfu/ml (colony forming units/ ml)
Corrosion Monitoring (Coupon Test)	Bi-Annually (6 months)	Iron: max. 0.5 mils/ year Copper: max. 0.2 mils/ yr
Corrosion Inhibitor Residual	Monthly	Defined By Consultant
Bacteria Testing	Quarterly (when system is running) and whenever system has been shut-down for 5 consecutive business days Max:1000CFU/ml Quarterly (when system is running) 10 CFU/ml	When total bacteria >1,000 cfu/ml (repeat treatment and testing until total bacteria <1,000 and L. pneumophila bacteria <10 cf/ml

C.6.6.7 Chemical Free Water Treatment System: RESERVED

C.6.7. Domestic Plumbing Systems

C.6.7.1 General

Domestic plumbing systems, including drinking fountains/bottle filler and filters, restrooms, kitchens, plumbing fixture batteries, locker rooms and showers, water heaters, irrigation systems, stormwater structures/BMPs (*e.g.*, structural or engineered control devices and systems such as retention ponds, backflow preventers, and decorative fountains) must be maintained, repaired, and kept functional to the point of service delivery as defined by the utility company. The Contractor must ensure all system drains, including storm drainage and roof drains, remain clear and unobstructed. The Contractor is responsible for maintenance of stormwater management infrastructure (infiltration basins or trenches, rainwater harvesting/cistern systems, bio- retention, catch basins, underground sand filters, other proprietary storm filters, and wet and dry ponds). The Contractor must take any necessary steps to prevent odors emitting from drains or other plumbing systems into occupied space, including keeping water in traps appropriately maintained. The Contractor must clear toilet and sink blockages, as necessary. Such requests must be transmitted to the Contractor by the CO or designee through Work Order procedures. When replacing plumbing fixtures, the Contractor must use the most reduced water usage device per the PBS-P100 and as approved, in advance, by the CO

or designee. (For additional information guidance can be found at the web site in the document titled “Web Links” at: Operations and Maintenance Specification. The Contractor must ensure compliance with GSA Order PBS 1000.7, Drinking Water Quality Management, and Appendix E of the PBS Desk Guide for Drinking Water Quality Management.

C.6.8 Lighting Systems

C.6.8.1 General

Indoor Environmental Quality (IEQ) includes access to daylight and views and occupant control over lighting levels at their workspace. It is the goal of this requirement to maintain acceptable IEQ by establishing and maintaining adequate lighting levels throughout the facility interior and exterior to allow the tenant(s) to be productive, feel secure, and egress in case of emergencies. Exceptional lighting must also save energy, be automatically controlled to respond to daylighting levels, not be a negative impact to the tenants or visitors and be appropriate for the requirements in all occupied areas. Illuminated areas of responsibility typically include entrances, landings, steps, sidewalks, parking areas, garages, arcades, highly decorative courtrooms, historic fixtures, fountains, security bollards, stairwells, auditoriums, flagpoles, building-mounted fixtures, pole lighting, elevator car interior lighting and ground lighting located adjacent to the facility and extending to the property line. Exemptions include elevator exterior car lighting, associated hoist ways and machine room lighting, specialty lighting integral to artwork, experimental fixtures, and some lighting control systems to be identified by the CO or designee. For agency-owned, specialized lighting systems, the Contractor is not responsible for the controls (front end). The Contractor is responsible for replacement of ballasts, lights and drivers. The Contractor is not responsible for requirements lighting associated with furniture.

C.6.8.2 Operation

To maintain operating consistency of illumination in the workspaces, the illuminance levels may need to be adjusted through the reprogramming of existing fixtures, or by installing additional hardware or software under the guidance of the CO or designee. These adjustments must be made without changing fixtures if possible (e.g. automatic lighting controls, tuning dimmable ballasts, and de-lamping). The Contractor is advised that while the PBS-P100 establishes target lighting levels, aspects such as lighting quality, specific tenant requirements, energy efficiency, and other individual factors also have an impact on the application of lighting in spaces.

When tenant improvement or space alteration work is being planned in the building, the CO or designee must request that the Contractor be a part of the planning and inspection in the space to verify that all lighting levels and controls operate as required for the space. The Contractor must immediately report to the CO or designee obvious problems or conditions that could potentially affect the efficient operation of the building or create a negative impact on the tenant as a result of tenant improvement.

The Contractor must assist in a curtailment program in consultation with the CO or designee. The Contractor must implement all approved curtailment measures which typically include turning off or de-lamping unnecessary lighting, or implementing setback schedules to create a more energy efficient lighting strategy in accordance with the curtailment program. This shall at times require knowledgeable Contractor staff familiar with the building’s BAS software so that modifications to lighting schedules can occur. New lighting components must be tested by an accredited national laboratory (UL or designated equivalent) according to the PBS-P100 Guidance. Replacement components must be of equal or greater energy efficiency and life expectancy.

C.6.8.3 Maintenance

The Contractor shall respond promptly to routine Work Orders for all lighting issues. The Contractor must replace failed lamps, LEDs and/or ballasts, with the most efficient products available in accordance with existing building standards defined by the PBS-P100 or as otherwise directed by the CO or designee. In lieu of such standards, lamps must be replaced with the most efficient products available. Contractor must match the type and color temperature of other lamps in the visual range of the replacement.

The Contractor must establish and implement a recycling program for fluorescent lamps and other light bulbs in accordance with U.S. Environmental Protection Agency and GSA standards. All handling, storage, labeling,

reporting and disposal of mercury containing lamps must be in compliance with Universal Waste Rule guidelines, guidance can be found at the web site in document titled "Web Links" at: Operations and Maintenance Specification.

Hazardous Wastes not subject to the Universal Waste Rule guidelines must be managed in accordance with 40 C.F.R. part 260. Universal Wastes (*i.e.,* fluorescent lamps, solid state lighting (SSL) components, and certain batteries) subject to the Universal Waste Rules guidelines must be recycled or disposed of as Hazardous Waste. Preference is given to recycling of intact items. Replacement and proper disposal of all burned-out ballasts, including PCB ballasts, must be the responsibility of the Contractor (see subsection C.5.5.9). All lighting changes, Work Orders, fixture schedules and inventory lists, must be input into the NCMMS and updated regularly.

Replacing incandescent or fluorescent lamps in existing fixtures with lamps of differing design or light sources requires the input and approval of the CO or designee, and advisably a lighting expert plus the energy program manager, to ensure a successful replacement. If SSL LEDs are being considered as a replacement, the Contractor must experiment with a proposed LED replacement lamp or fixture before a widespread replacement is undertaken to ensure that all lighting criteria are met with respect to required illuminance levels, tenant satisfaction, light distribution, temperature of the lamps, Color Rendering Index (where important to the requirements) energy efficiency, and safety standards. This is a key consideration in performing satisfactory lighting operations and maintenance.

There may be light ballasts containing PCBs in the buildings covered by this Contract. Replacement and proper disposal of all burned-out ballasts, including PCB ballasts, is the responsibility of the Contractor. Fluorescent lamps and ballasts, SSL components, exit light fixtures, batteries, and other items in any quantity subject to the Universal Waste Rules for Hazardous Waste Management must be stored and disposed of in accordance with State requirements. In addition, all fluorescent lamps and ballasts must be recycled and records maintained. The Contractor shall include a hazardous waste manifest of disposed items in the monthly report. The Contractor must continuously update the inventory of all new and existing lamps, fixtures and SSL. The use of bulb crushers is strictly prohibited.

Records including Bill of Lading or receipt of recycling shall be obtained for each Universal Waste disposal action. Any other lighting related waste (*i.e.,* LEDs and non-PCB/DEHP light ballasts) must be properly characterized and disposed of in accordance with the Resource Conservation and Recovery Act; recycling is preferred method of disposal. Local area recycling programs must provide information on accepted electronic lighting waste. Receipt of recycling for electronic or electronic-like waste must be maintained and included in the Monthly Progress Report.

The Contractor is not responsible for maintaining lighting within hoist ways, elevator machine rooms, the pit, car top or elevator cars, including all emergency lighting. However, the Contractor is required to supply replacement lamps to the elevator Contractor.

C.6.8.4 Testing and Inspecting

Any and all controls that adjust lighting levels or schedules of operation must be monitored and tested as necessary.

C.6.9 Electrical Switchgear and Switchboards

Contractor must perform all preventive maintenance, testing and inspections of electrical distribution, switchgear, high voltage (HV) switches, transformers and all associated equipment. The Contractor must ensure compliance in accordance with National Electrical Testing Association guidelines for the inspection, testing and maintenance of electrical distribution and switchgear type equipment. The Contractor must also comply with NFPA 70B. When such testing, maintenance or repair interferes with building operations, it must be performed after Normal Working Hours without additional cost to the Government. The Contractor must coordinate all utility shut down scheduling with the electrical utility company; the Contractor must be responsible for all costs associated with the utility shutdown. The Contractor must coordinate power shutdowns with the building CO or designee. The Contractor must submit a schedule and shut down plan at least two months in advance to the CO or designee for approval.

C.6.10 Emergency Power Equipment

C.6.10.1 General

The Contractor must ensure that all standby and emergency power equipment and related systems are ready to respond at all times to protect the occupants of the building and to maintain critical services during the event of a normal power outage. These services include the performance, inspection, testing, acceptance, and preventive maintenance and repair of standby and emergency power equipment, supplies, electricity distribution from the generators, and fuel distribution to the generators.

C.6.10.2 Operation

At the beginning of the contract, the Contractor must verify and accept that fuel tank(s) are full. Tank(s) that are not full should be brought to the attention of the CO or designee on the first day of contract start.

The Contractor must maintain fuel level at no less than 75% capacity and is responsible for delivery and costs (at no additional cost to the Government) for any consumables used during day-to-day operation of a generator, i.e., exercising the generator and related electrical components, testing of oil and fuel reserves, and support any utility outages. At end-of-contract, Contractor must fill fuel tank to full capacity and update in NCMMS.

Fuel oil must be tested by a qualified third party vendor/subcontractor at minimum annually. The analysis and recommendations must be provided to the COR. Contractor must take corrective actions and follow the recommendations provided in the analysis, and document within NCMMS (Work Orders). Reports and analysis must be uploaded as attachments to the asset record. Fuel oil must be conditioned and treated to maintain the minimum quality standards established in American Society for Testing and Materials (ASTM) D396-08a, "STANDARD SPECIFICATION FOR FUEL".

C.6.10.3 Maintenance

The Contractor must ensure a preventive maintenance schedule is developed and executed in conformance with manufacturers' equipment recommendations and the following NFPA standards:

- NFPA 110, Standard for Emergency and Standby Power Systems
- NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems

C.6.10.4 Testing and Inspecting

Testing must include the generator(s), electricity transfer components, oil supplies, and fuel supplies. The Contractor must arrange for monthly testing of the generators and the transfer switching with a licensed and certified provider. The generator can be tested during normal working hours but times for testing the generator shall be approved by the COR. The Contractor must be allowed to perform the monthly generator and transfer switch testing provided that the Contractor has been trained by an authorized Generator OEM technician/company, a written procedure is developed that complies with NFPA and the training is documented and annual refresher training is conducted.

a) **Generator Oil.** Generator oil must be tested by a qualified person, at least annually, and analysis and recommendations must be provided to CO or designee. Testing must be performed per ASTM D6595 (Wear Metals in Used Oils) and ASTM D445 or ASTM D72799 (Viscosity) and recorded in the NCMMS. Contractor must take corrective actions and follow any recommendations provided from the testing facility. NOTE: Changing of oil in the generator is only to be performed based on testing and analysis recommendations from a UL approved laboratory or annually and not to be done arbitrarily in a periodic schedule. Oil filters must be changed periodically per manufacturer's recommendation or industry standards.
b) **Diesel Fuel.** Fuel must be tested by a qualified third party Contractor or subcontractor at least annually and analysis and recommendations provided to CO or designee and entered into the NCMMS. The Contractor must take corrective actions and follow any recommendations provided in the analysis. Fuel oil must be conditioned and treated and a preventive maintenance plan established to maintain the minimum quality

standards established in ASTM D396-1, “STANDARD SPECIFICATION FOR FUEL OILS”.

c) **Glycol-water solutions.** Glycol-water solutions must be tested regularly to determine the percentage glycol, pH, reserve alkalinity, inhibitor levels, and degree of contamination and the Contractor must complete required corrective action based on test results. In addition, the Contractor must maintain minimum freeze protection and inhibitor levels. The glycol solution must be checked at least once a year and in accordance with the manufacturer's recommendations and results entered into the NCMMS.

C.6.10.5 Reporting

The Contractor must report the status of the emergency generator and automatic transfer switch in the monthly report, including operational status and present condition, planned or completed preventive maintenance and repairs, main and day tank fuel levels, and fuel purchases.

C.6.11 Oil Analysis and Oil Changes

C.6.11.1 General

Proper care of all systems that provide a safe and functional environment is a critical component of operations. Oil analysis must be conducted to achieve that goal using a consistent methodology for data collection, analysis, and historical trending and record.

C.6.11.2 Operations

The Contractor must establish and implement an oil analysis program incorporating the manufacturer’s recommendations. Periodic oil analysis must include chillers of 50 tons or greater cooling capacity. Generator oil additives must not be used.

C.6.11.3 Testing and Inspecting

Periodic oil analysis must be performed prior to annual maintenance requirements so that results must be considered in performing preventive maintenance.

C.6.11.4 Reporting

Where oil analysis indicates a need for corrective action, an appropriate Work Order must be created in the NCMMS and the appropriate corrective action taken by the Contractor. Documentation must include periodic oil analysis tests to be performed at least annually, diagnostic standards, and parameters for oil changes. Subsequent to analysis, the Contractor must submit the report in the NCMMS as an attachment to the Work Order.

C.6.12 Vertical Transportation Systems

C.6.12.1 Elevator Associated Equipment Maintenance

The Contractor is responsible for maintaining fire protection equipment and systems, ventilation and exhaust systems within hoist ways, elevator lobbies, and elevator machine rooms. The Contractor must maintain elevator cab lighting, (not light associated with hoist ways, elevator machine rooms, the pit, car top or elevator cars) and electrical equipment (including elevator transformers and disconnects) not directly part of elevator systems, and HVAC systems associated with elevator machine rooms and systems**.** The Contractor must provide assistance if required in performing elevator testing, including after Normal Work Hour requirements. When performing fire system testing after-hours, entry into hoist way and pits, or components associated with elevator equipment the O&M Contractor is responsible for coordinating support to include elevator Contractor as necessary at no additional cost to the Government.

C.6.13 Architectural and Structural Systems

C.6.13.1 General

The Contractor must maintain, repair, replace, modify, and restore all of the architectural and structural components of the building up to **$2,500.00** in accordance with Section C.5.11**,** Repairs. Exterior components of this work includes: precast concrete systems, foundations, minor exterior wall components, retaining walls, docks, levelers, sidewalks and drives. Interior components of this work include walls, floors, and doors, ceiling systems, soundproofing, insulation, directories, flooring, specialty finishes and lighting. The Contractor must confirm with the CO or designee in writing that the work directed to be performed under this Section is work for which the requirements of 22.403-1 Construction Wage Rate Requirements statute (40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), formerly known as the Davis-Bacon Act) do not apply.

The Contractor must perform all architectural and structural maintenance and repairs or replacements to the building interior and exterior extending to the property line. The Contractor must ensure the integrity of elements and materials in compliance with Federal, state, and national codes and standards (*e.g.,* fireproofing materials, fire-stopping, fire and smoke doors, etc.). The Contractor must ensure the building is free of missing components or defects that could affect the safety, appearance, or intended use of the facility or could prevent any electrical, mechanical, fire protection and life safety, plumbing or structural system from functioning in accordance with its design intent.

Architectural Repairs and Replacements are intended to maintain the integrity of the building envelope (preventing water leaks through proactively addressing cracks, minor tuck pointing failures, reattaching loose roof flashing, fixing window cracked by weather or seal failures, water damaged ceiling tile) and address safety hazards (such as tripping concerns or hazards of falling materials). It is not to address cosmetic issues or to perform cyclic maintenance such as minute cracks in terrazzo floors, scaling of concrete sidewalks, repainting for the purpose of refreshing an area's look.

C.6.13.2 Replacement Items and Painting

All proposed replacement items must be consistent with design documents and match existing equipment in quality, dimension, and material, quality of workmanship, finish, and color. Painting is considered “touch-up,” for purposes of this Contract and is to repair a specific and limited damaged area of prepared wall, paint or other architectural components. Painting must extend to logical break points such as the floor or ceiling corners, door frames to avoid a patched look. Repainting to correct for normal wear and tear to painted surfaces over time (Cyclic paint) is not required. Restriping of parking areas, driveways, roads, and vehicle inspection areas is required where striping is damaged or worn in a specific location, but not for general wear and tear of a large area over time. Repairs or replacement to pavement, walkways and facades are required where a specific location is damaged but not where an extensive area (defined as over 20% of the type of replacement) is degraded. Painting in mechanical areas needed for OSHA compliance, consistent equipment appearance, or other safety reasons is required.

C.6.13.3 Machinery Rooms

The machinery rooms, including walls and the equipment located within the machinery rooms must be painted to maintain the professional appearance of the room and equipment. When painting equipment or other components in a machine room, the Contractor must comply with the ANSI color coding system outlined in the ANSI A13.1, *Scheme for the Identification of Piping Systems.* Existing painted floors must be maintained and bare floors should not be painted but be sealed. The Contractor must not disturb materials suspected to contain lead-based paint; the Contractor must immediately report the condition to the CO or designee. Machine rooms with excessive noise must be labeled "Hearing Protection Required" and appropriate PPE must be placed outside the room entrances.

C.6.13.4 Historic Buildings

The Contractor must consider any building 50 years old or older as historically significant (1932), regardless of National Register status and must contact the Regional Historic Preservation Officer (RHPO) before undertaking any work in the building. In addition, the following documents must be consulted for any work involving the preservation of historic buildings:

a) Historic Building Preservation Plan (HBPP).
b) Historic Structure Report (HSR); and
c) The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

C.6.13.5 Architectural Woodwork

In some architecturally significant areas, it must be necessary to adjust the minimum setbacks for temperatures and humidity control from the established building standards to maintain and protect finished woodwork. These parameters must be established as necessary by the CO or designee, in consultation with the RHPO. The Contractor must be responsible for adjusting and maintaining those parameters as established.

C.6.13.6 Directories

The Contractor must maintain, repair (in accordance with Section C.5.11, Repairs), replace and update building directories excluding tenant directories.

C.6.13.7 Roofs

Roof repairs and routine roof preventive maintenance are necessary to protect the structures from significant degradation. Minor roof repair with cost thresholds of $2,500.00 must be discussed with the CO or designee as an important part of this work to be able to distinguish this work from construction projects. Therefore every repair scope of work must be discussed with the CO or designee before work is undertaken.

C.6.13.8 Roof Anchorage: The current Roof Anchorage system at the Dole CTHS is currently not certified and rendered unusable.

C.6.14 Perimeter Access Control Systems (Security fixtures)

C.6.14.1 General

The Contractor is responsible for repair and maintenance of perimeter access control (PAC) system components, including key cards/pads, magnetic door holders, loop and detection sensors, wedge plates and pop-up barriers and bollards, sliding gates, garage doors, gate arms and operators, interconnecting cabling between system components, and onsite field controllers. This also includes door strikes, magnetic door contacts, request to exit sensors and remote release buttons.

The Contractor is not responsible for central processing units and servers, including software, and programming of user's badges for facility access or purchasing of individual badges and other supplies.

When necessary, the Contractor must be responsible for manually operating systems in the event of a failure of the automatic operator in order to allow access to the facility. Manual operation of the two (2) primary access entries controlled by the PACs system is limited to opening and closing from 6:00AM to 8:00AM and 5:00PM to 6:00PM during core operating hours and opening and closing parking gates at the beginning and end of day. Manually operating systems must be coordinated and authorized by the CO or designee and are considered part of the Basic Services during Normal Working Hours and reimbursable after hours. The Contractor must track these assets and their maintenance.

C.6.15 Child Care Center

The Contractor must maintain all fixed equipment and systems, including playground equipment and carbon monoxide detectors associated with the Child Care Center. The Contractor must repair systems upon request (including kitchen and laundry equipment) and according to work items identified by the Annual Child Care Center Survey.

SECTION 7: ADMINISTRATIVE INSTRUCTIONS

C.7.0 Initial Inspection

The Contractor(s) (*i.e.*, incoming Contractor for new facility, outgoing Contractor and incoming Contractor for an existing facility) and the CO or designee make a complete and systematic initial inspection together during the transition phase for an existing facility that includes all mechanical, electrical, fire protection, and life safety systems, environmental systems, utility system, windows, motorized blinds, if applicable, doors, and other structural features for which maintenance and repairs are covered by the PBWS. The purpose of this inspection is to discover and list in an existing deficiency report all deficiencies that exist in the equipment and systems covered by the PBWS, as well as the Contractor's (incoming Contractor) itemized price (including labor, materials, overhead, and profit) for correcting each deficiency. This report covers all equipment and systems within the building regardless whether or not they are listed in the building inventory. The Government will elect to have all or any part of this work performed by the incumbent Contractor, incoming Contractor, Government employees, or other Contractors. The incumbent Contractor will be given the opportunity to correct items in the Initial Deficiency Report. The existing deficiency report must not include any items that would be replaced, repaired or adjusted during the performance of normal preventive or predictive maintenance.

C.7.1 Existing Deficiency Inspection/Initial Deficiency Report

The Contractor is required to inspect the facilities and all equipment for existing deficiencies. This inspection is the Existing Deficiency Inspection. The Government reserves the right to accompany the Contractor during the Existing Deficiency Inspection. The Existing Deficiency Inspection is meant to identify and document deficiencies that already exist in the equipment and systems covered by this PBWS, but not customarily repaired during routine preventive maintenance. These deficient items are captured in the Initial Deficiency Report, which is a binding document. The Initial Deficiency Report shall include the Contractor's itemized price (including labor, materials, overhead, and profit) for correcting each deficiency. Existing Deficiency Inspections are viewed as primarily “visual inspections” not a teardown inspection. If preventive maintenance, repair, or any other types of teardown or detailed engineering inspections later disclose a possible deficiency, then a determination of whether or not the deficiency was "Initial" will be made by the CO and COR. The teardown inspection must be documented and include all data required by the Initial Deficiency Report. If applicable, the Contractor will photograph the identified deficiency and provide a detailed explanation and location of the deficiencies.

The Contractor must submit an Initial Deficiency Report to the CO or designee for approval within 15 calendar days, prior to contract start date. Any dispute between the Government and the Contractor as to the classification of an Initial Deficiency Report items must be resolved under the Disputes Clause of the Contract (FAR 52.233-1). After submission of the Initial Deficiency Report the Contractor must provide itemized estimates for correcting each deficiency that has been identified by the CO or designee and the estimates must remain in effect for 90 calendar days.

Deficiencies that exist in the equipment and systems covered by this PBWS discovered after the submission of the Initial Deficiency Report must not be considered pre-existing for purposes of this Contract, unless the equipment is operational and cannot be secured and inspected. Any piece of equipment or system that cannot be inspected must be identified as such within NCMMS asset records logs at the beginning of the deficiency report stating why it cannot be secured and inspected. An estimate of when the Contractor reasonably expects to be able to inspect the piece of equipment must be provided. Equipment that can be brought into an acceptable level of operation through basic preventive maintenance and operational procedures must be done so and at no additional cost to the Government. As each piece of equipment is examined the Contractor must document what must be accomplished, if anything, to bring the equipment into an acceptable level of operation. Equipment must be placed on a repair priority schedule by the Contractor, which schedule must be reviewed, adjusted, and approved by the COR.

The Contractor must be responsible for making immediate adjustments or corrections that fall within the scope of routine preventive maintenance and operations required by this Contract. This includes making adjustments to controls; adjusting the BAS software, (*e.g.*, correcting set points; reloading programs; restoring equipment being operated manually to automatic operation) this does not include changing established sequences of operation or programming sequences; testing water sensors, applying lubricants; cleaning fan housings, fans, coils, dampers, AHU sections, and equipment rooms, and replacing consumable parts or components. When an existing deficiency

in an item is corrected, the Contractor must assume full responsibility for the subsequent repair of the item as covered under the terms of this Contract at no additional cost to the Government. Nothing in the Initial Deficiency Report must be construed as diminishing the obligations imposed by this Contract upon the Contractor to operate any deficient item (to the extent operable) or to adjust or maintain any such item.

C.7.2. Transition Phase

The Contractor must provide transition services up to 60 Calendar days, prior to the Contract start date to assist transitioning between Contractors**.** The purpose of this phase is to permit a transition that is seamless to the tenants and to assess the condition of the building and incomplete maintenance work at the time of Contractor transition. During this period, the incoming Contractor:

a. Revise and submit to the CO or designee by the end of the transition phase an updated building operating plan.
b. Inspect the condition of all equipment and systems for which the Contractor assumes responsibility.
c. Revalidate and provide corrections to NCMMS locations and equipment inventory. Provide Work Order history and document all deferred or open Work Orders. Provide a consolidated list of Work Orders that are deferred, open, pending completion and submit an Action Plan on completing these items. The Contractor provide certification to the CO or designee that the equipment inventory is complete and accurate in NCMMS.
d. Review the preventive maintenance schedule in the NCMMS. Cross-check preventive maintenance schedules and guides used by the outgoing Contractor versus any newly proposed guides and schedules. The new periodic maintenance schedule and guides are based off of the last time preventive maintenance was performed and in accordance with the requirements of this Contract.
e. Review the current schedule of maintenance and revalidate in line with the accepted proposed maintenance schedule.
f. Be responsible for creating and maintaining the preventive maintenance schedule in the NCMMS and entering data of past performance of maintenance for each piece of equipment where needed.
g. Complete the Government-furnished NCMMS training, as well as the re-tuning training.
h. Submit an Initial Deficiency Report, including an itemized estimate for correcting each deficiency to the CO or designee **within 15 calendar days** of the Contract start date.
i. If the Contractor proposes custom job plans, obtain approval from the CO or designee and load the custom job plans into the NCMMS. Note: The NCMMS contains PBS job plans, and the latest Preventive Maintenance Guide.

C.7.2.1 Transition Phase Schedule

Within 30 calendar days of the contract award, the Contractor must submit a work and oncoming staffing schedule to the CO or designee for the transition phase. This schedule must describe on a weekly basis the work to be accomplished and the staff to be on-boarded. At the end of each week during the transition phase, the Contractor must submit a report describing the work that was actually completed.

C.7.3 Phase-out Transition Period

When the Contract ends, the Contractor must comply with FAR Clause 52.237-3 Continuity of Services. During this phase-out period, the Contractor must also:

a. Assist the CO or designee and incoming Contractor for a seamless transition in operations and maintenance with no adverse effect on the building tenants.
b. Provide GSA and the incoming Contractor with access to all records and official documentation (both hard copies and electronic as applicable) required by this contract.
c. Provide training to the incoming Contractor on methods of accessing and programming the BAS and other control systems.
d. Show the incoming Contractor where all archived programs and systems literature is maintained. On the last performance day of the contract, the Contractor must turn over to the CO or designee all keys and identification badges or cards.
e. Coordinate and complete disposal, cleanup, and transfer of all materials according to applicable laws.

f. Provide all data records (*e.g.*, database files and spreadsheets) relating to building systems, assets, Work Orders, permits, work activities and other related matters to the CO or designee.
g. Provide NCMMS transition services to assist transitioning between incumbent and incoming Contractors.

C.7.4 Contract Closeout Examination and Withholding of Final Payment

On a mutually agreed-upon date, but no less than 90 business days prior to the contract completion date, the Contractor and the CO and/or designee , together make a complete inspection of all mechanical, electrical, plumbing, structural, and utility distribution systems and equipment at the site covered by this Contract. This inspection is to establish the condition of the building systems. There must be no additional expense to the Government with regard to this inspection and testing regardless of the time or date scheduled. The Government must employ the services of another Contractor in the development of such a deficiency list and upon completion provide the Contractor with a copy of work not completed, including the monetary value the Government has assigned for each item**.** Based upon this inspection, the CO or designee must provide an existing deficiency list to the Contractor. The Contractor must have **30 business days** from the receipt of this list to correct all items that fall within the scope of this contract.

It remains the responsibility of the Contractor to make all adjustments (preventive maintenance and repairs) to bring all equipment to an acceptable level of performance and satisfaction as determined by the CO or designee. All such work is to be completed and found acceptable by the CO or designee prior to the Contract expiration date. Final payment must be reduced by the value of work not completed or found unacceptable.

SECTION 8: PUBLICATIONS AND CITED STANDARDS

C.8.0 Publications

The following publications, executive orders and legislative acts are incorporated by reference as setting quality, performance, and design standards for work required in this PBWS. Unless a specific date is provided, references are for the current edition published at the time of issue of the solicitation, including any addenda or errata published by the issuing organization. The Contractor is responsible for obtaining access to all referenced documents at its own expense.

- Public Buildings Service Operations and Maintenance Standards 2018, refer to Website page: Operations and Maintenance Specification (https://www.gsa.gov/real-estate/facilities-management/facilities-operations/national-om-specification)
- Facilities Standards for the Public Buildings Service (PBS P100), refer to Website page: Operations and Maintenance Specification
- U.S. Courts Design Guide
- Asbestos Hazard Emergency Response Act
- ASHRAE Guideline 1 HVAC Commissioning Process
- ASHRAE Guideline 4 Preparation of Operating and Maintenance Documentation for Building Systems
- ANSI/ASME A17.1 Safety Code for Elevators and Escalators
- ANSI/ASHRAE Standard 15 Safety Code for Mechanical Refrigeration
- ANSI/ASHRAE Standard 34 Number Designation and Safety Classification of Refrigerants
- ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy
- ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality
- ANSI/ASHRAE Standard 100, Energy Conservation in Existing Buildings/Commercial
- ANSI/ASHRAE Standard 111, Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems
- ANSI/ASHRAE Standard 188 Legionellosis: Risk Management for Building Water Systems
- ANSI/ASSE A1264.2-2012 Standard for the Provision of Slip Resistance on Walking/Working Surfaces
- ANSI/IWCA I-14.1, Window Cleaning Safety Standard
- American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators
- ASME A17.2, Inspector's Manual for Elevators
- ASME Boiler and Pressure Vessel Code
- ASME CSD-1 Control and Safety Devices of Automatically Fired Boilers
- Building Technologies Technical Reference Guide, refer to website page: Operations and Maintenance Specification
- Child Care Center Design Guide PBS-140
- Clean Air Act, 42 U.S.C. § 7401 *et seq.*
- Clean Water, 33 U.S.C. § 1251 *et seq.*
- DOE/EE-0157, International Performance Measurement and Verification Protocol
- Energy Policy Act of 2005, 42 .U.S.C. § 13201 *et seq.* and 42 U.S.C. 15801 *et seq.*
- Energy Independence and Security Act of 2007, 42 U.S.C. *et seq.*
- EPA Green Book
- EPA Purple Book
- Executive Order 13693 Planning for Federal Sustainability in the Next Decade
- Executive Order 13788 Buy American and Hire American
- GSA Order CIO 2100.1K GSA Information Technology Security Policy
- GSA Sustainable Environmental Management System (GSA.GOV/SEMS)

- GSA link Standard Operating Procedure, refer to website page: Operations and Maintenance Specification.
- Guideline 3-1990 and addendum, or latest, FAR 52.223-2, Affirmative Procurement of Bio-based Products Under Service and Construction Contracts; ARI Standard 700-1988,Specifications for Refrigerants or latest edition, and appendix A to 40, C.F.R., part 82, subpart F, Recycling and Emissions Reduction.
- International Building Code
- International Fire Code
- International Plumbing Code
- International Mechanical Code
- National Board of Boiler and Pressure Vessel Inspectors, National Board Inspection Code
- NETA Maintenance Testing Specification for Electrical Power Distribution Equipment and Systems
- TP-1,National Electrical Manufacturers Association (NEMA), Guide for Determining Energy- Efficiency for Distribution Transformers
- NEMA MG-1., Motors and Generators
- NEMA Application Guide for AC Adjustable Speed Drive Systems
- NFPA 10, Standard for Portable Fire Extinguishers
- NFPA 12, Standard on Carbon Dioxide Extinguishing Systems
- NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems
- NFPA 13, Standard for the Installation of Sprinkler Systems
- NFPA 14, Standard for the Installation of Standpipe and Hose Systems
- NFPA 17, Standard for Dry Chemical Extinguishing Systems
- NFPA 17A, Standard for Wet Chemical Extinguishing Systems
- NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection
- NFPA 22, Standard for Water Tanks for Private Fire Protection
- NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances
- NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA 54-ANSI Z223.1 - National Fuel Gas Code
- NFPA 70, National Electrical Code
- NFPA 70E, Standard for Electrical Safety in the Workplace
- NFPA 70B, Recommended Practice for Electrical Equipment Maintenance
- NFPA 72, National Fire Alarm and Signaling Code
- NFPA 80, Standard for Fire Doors and Other Opening Protectives
- NFPA 85, Boiler and Combustible Systems Hazards Code
- NFPA 92, Standard for Smoke Control Systems
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 101, Life Safety Code
- NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
- NFPA 110, Standard for Emergency and Standby Power Systems
- NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems
- NFPA 780 - Standard for the Installation of Lightning Protection Systems
- NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems
- National Institute for Certification in Engineering Technologies (NICET) publications and issuances
- National Institute for Safety and Health publications and issuances
- Presidential Memorandum, June 20, 2014 entitled: “Creating a Federal Strategy to Promote the Health of Honey Bees and Other Pollinators”
- PBS Order 1095.2 Fuel Storage Tank Management
- PBS Order 100.7 Drinking Water Quality Management
- Property Managers Child Care Desk Guide
- Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*

- Safe Drinking Water Act, PL 93-523, as amended, 42 U.S.C. 300f *et seq*.
- Sheet Metal and Air Conditioning Contractors National Association HVAC Systems Testing, Adjusting and Balancing
- Technology Policy for PBS-Owned Building Monitoring and Control Systems refer to website page: Operations and Maintenance Specification
- 29 C.F.R. part 1910, OSHA General Industry Standards
- 29 C.F.R. part 1926, Safety and Health Regulations for Construction
- 40 C.F.R. Protection of Environment
  40 C.F.R. part 761, Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions, in general and specifically with regard to Electrical Transformers
- 40 C.F.R., 141.43, Sections A and D, EPA Safe Drinking Water
- 41 C.F.R. part 102-74, – Facility Management
- Toxic Substances Control Act, 15 U.S.C. § 2601- 2629 *et seq.*

SECTION D - PACKING AND MARKING

D.1. - PAYMENT POSTAGE AND FEES

All postage and fees relating to contractual information, forms, reports, etc., mailed or otherwise transmitted to the Contracting Officer or the Contracting Officer's Representative shall be paid by the Contractor.

D.2. - MARKING

All information submitted to the Contracting Officer or Contracting Officer's Representative shall clearly indicate the contract number for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

RESERVED

SECTION F - DELIVERIES OR PERFORMANCE

F.1. - PLACE OF PERFORMANCE

The services to be provided by this contract shall be accomplished at the:

Robert J. Dole U.S. Courthouse
500 State Avenue,
Kansas City, Kansas
and at
The Social Security Administration Federal Building
850 Nebraska,
Kansas City, Kansas

F.2. - TERM OF CONTRACT

After award, the successful offeror will be given a written Notice to Proceed and shall provide contractual services for a Base Period of one (1) year commencing on the date specified in the Notice to Proceed. Work under this contract is expected to commence on or about December 1, 2020**.**

F.3. - OPTION TO EXTEND THE TERM OF CONTRACT

The Government shall have the unilateral option of extending the term of this contract for **four (4) consecutive additional periods of 12 months each** (See FAR 52.217-9, Option to Extend the Term of the Contract). In addition, the Government reserves the right to extend the contract at the end of any option period for a period of up to six months. The same terms and conditions contained in this contract shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least 30 calendar days prior to the expiration of the contract. The total duration of this contract, including the exercise of options, shall not exceed **five (5) years and 6 months**.

The exercising of any option is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option (s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period (s) or be subject to the default provisions of this contract.

F.4. - REPORTING REQUIREMENTS

All reports, plans schedules and other submittals provided by the Contractor are subject to approval by the CO or COR:

F.4.1. The Contractor shall be required to perform in accordance with the Government's existing plans and schedules or as directed by the COR until the Contractor's submittals are approved by the CO or COR.

F.4.2. The Contractor shall be required to submit deliveries and reports at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The list of deliveries can be found in Part III, Section J. Exhibits J.3.0 and J.4.0..

F.5. - FAILURE TO PROVIDE REQUIRED DOCUMENTATION

Failure to provide schedules or any other required documentation shall result in the holding of all payments due until the documentation is supplied. See Section G, Table G-1, TG1.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. - ROLE OF GOVERNMENT PERSONNEL IN CONTRACT ADMINISTRATION

G.1.1. Contracting Officer (CO)

The CO has the overall responsibility for the administration of this contract. That official alone, without delegation, is authorized to take actions on behalf of the Government to:

- Amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules;
- Make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance;
- Terminate the contract for convenience or default;
- Issue final decisions regarding contract questions or matters under dispute.

G.1.2. Contracting Officer's Representative (COR)

The CO may delegate certain other responsibilities to their authorized representative. The COR is designated to assist the CO in the discharge of that official's responsibilities when he/she is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to:

- Determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract;
- Acting as the Government's representative in charge of work at the site;
- Ensuring compliance with contract requirements;
- Advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance;
- Advising the Contracting Officer of any factors that may cause delay in performance of the work.

The COR for this contract will be delegated via designation memo by the Contracting Officer at the time of award or as change in the COR is needed throughout the contract.

G.1.3. Facilities Operations Specialists (FOS)/Quality Assurance Inspectors (QAI)

FOSs and QAIs support the COR and are responsible for inspecting the Contractor's day-to-day work. The responsibilities of the FOS/QAI include, but are not limited to:

- Inspecting the work to ensure compliance with the contract requirements;
- Documenting, through written inspection reports, the results of all inspections conducted;
- Ascertaining that all defects or omissions are corrected;
- Recommending deductions from contract payment for nonperformance or unsatisfactory performance;
- Conferring with Contractor representatives regarding any problems encountered in work performance,
- Generally assisting the COR in meeting his/her contract responsibilities.

G.2. - SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is a web-based system that centralizes and standardizes the collection, storage, and viewing of the many representations and certifications required by the Federal Acquisition Regulations (FAR). All Contractors must have an active registration in SAM in order to do business with the Federal Government. It is free to federal and state government agencies as well as Prime Subcontractors, and/or partnership opportunities. Prime Contractors may also utilize SAM to assist in obtaining resources to meet their contractual requirements. The SAM web address is www.sam.gov. Prime Contractors can also utilize the Small Business Administration (SBA) website to find resources. The SBA home page is www.sba.gov.

G.3. - PAYMENT

Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day (except for the final monthly payment) after receipt of a proper invoice or date of receipt of services, whichever is later. See payment clauses in Section I, Contract Clauses. In the event the contract begins or

ends during the month, payments will be prorated based on the number of calendar days in the respective month. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements of this contract.

G.3.1. Submission of Invoices
G.3.1.1. Any inquiries regarding payment shall be directed to:

General Services Administration
PBS Payment Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181
Telephone Number: 1-800-676-3690
Or
Send an email to: FW-PaymentSearch.finance@gsa.gov

G.3.1.2. Original invoices shall be submitted on the first of each month to:
http://financeweb.gsa.gov/vendorpayment/vpp_elect_invoice

G.3.1.3. One (1) copy shall be submitted via email to the COR(s).

G.3.2. Invoice Requirements
G.3.2.1. Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.

G.3.2.2 Invoices must include the Pegasys Document Number (PDN) number provided below or on the purchase/delivery order.

G.3.2.3. PDN #_____

G.3.2.4. In addition to the requirement for a proper invoice specified in the Prompt Payment clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:

- Name of the business concern and invoice date.
- Contract number.
- Delivery order number or other authorization for delivery of property or services.
- Item number, national stock number (NSN), or other product identification number, description, price, and quantity of property and services actually delivered or rendered.
- Name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.

G.3.3 GSAM 552.232-72 Final Payments Under Building Services Contracts
Before final payment is made, the Contractor shall complete and furnish the Contracting Officer with GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

G.3.4 Payment by Credit Card
The Government may make payment under the contract by using the Government Commercial Credit Card. The Contractor must accept the Government commercial credit card as a form of payment.

G.3.5. Failure to Perform
Failure to accomplish any work required under this contract or to satisfactorily accomplish such work, where due to the carelessness, neglect, or fault of the Contractor, shall constitute a deficiency for which a reduction of payment will be made in accordance with the provisions of this contract. In the event work is performed unsatisfactorily, the

Contractor will be requested to correct the deficiencies. If the work remains deficient, the CO may have the work accomplished by other means and deduct the actual cost plus administration costs from the monthly payment.

G.3.6. Repairs due to Negligence or Error of Contractor
The Contractor will be responsible for the full cost of minor or major repairs if it is determined that the repair is necessary due to the Contractors' error or negligence. The CO will make the decision as to whether the necessity for a repair is due to the negligence or error of the Contractor.

G.3.7. Federal Holidays, Unanticipated
Unanticipated holidays declared by the President will count as Federal holidays. As long as the Contractor pays employees as if it were an anticipated Federal holiday, the Contractor will be paid for the unanticipated holiday as if it were a normal Federal holiday.

G.3.8. Suspension of Work
In the event services are not provided or required by the Government because the building is closed due to inclement weather or failure of the Congress to appropriate funds, etc., adjustments will be computed as follows: The adjustment rate in dollars per day will be equal to the total monthly contract price divided by 30 days per month, multiplied by the number of days that services were not provided or required.

G.3.9. Criminal Liability
It is understood that disclosures of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 11652 that may come to the Service Provider or any person under the Service Provider's control in connection with the work under this contract, may subject the Service Provider, the Service Provider's agents, or employees to criminal liabilities under Title 18, Sections 793, 794, and 798 of the United States Code. The Contractor shall obtain a copy of PBS ORDER 3490.1 with implementation instruction from the COR and utilize all forms and/or records and follow all procedures as directed.

G.3.10. Deductions
Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance in a particular area may equal the cost of the initial work. If the Contractor fails to provide satisfactory service, the Contractor will be held liable for all costs incurred by the Government as a result of the Contractor's failure, including administrative costs.

G.3.11. Calculation of Deductions
The Government's objective is to obtain complete and satisfactory performance of all work identified in this specification. To this end, the Government is contracting for the satisfactory performance of all specifications contained herein and deductions may, therefore, be made as stipulated in the Criteria for Deductions (Table G-1) when satisfactory performance is not provided. The Criteria for Deductions or the actual cost to the Government for having the work performed by other means will be used by the Government in determining monetary reductions in contract price for nonperformance of work under this contract, or for deficiencies in the performance of work. Administrative costs are those time and material costs incurred by Government personnel to correct or respond to the unsatisfactory event.

G.3.11.1. Because inadequate performance is just as undesirable as nonperformance, and the cost of correcting performance may equal the cost of initial performance, the deduction requirements stated in the Criteria for Deduction (Table G-1), will control in all cases as distinguished from the Contractor's estimated cost to perform the work.

G.3.11.2. Deduction Mechanical Labor Rates: The dollar amounts stated in the Criteria for Deductions (Table G-1) are either the actual rate bid for Repair Services (CLIN 0003-4003), the actual rate bid for overtime Repair Services (CLIN 0004-4004) or either rate times 1.5 for supervisor time. The bid rates chosen are the ones in effect for the base or option period covered by the event.

G.3.11.3. Criteria for Mechanical Deductions - TABLE G-1 (TG1):

Cause of Deduction	Calculation of Deduction
TG1.1 Failure of the Contractor, the supervisor, or a qualified mechanic to be on the premises during specified hours on official workdays or number of qualified mechanics as identified in Contractor's technical proposal.	1. The daily amount due the Contractor will be deducted for each day that his/her Representative is not on the premises during specified hours on official workdays. The deduction rate in dollars per day will be equal to the per month contract price for basic contract services divided by the number of working days in the month.
TB1.2 Failure to use employees with required qualifications.	2. See TG1.15 (*) per hour will be deducted for each hour, or portion thereof, that an unqualified employee is used to perform contract work.
TB1.3 Failure to provide prescribed environmental conditions in the building(s), or portion thereof, at all times.	3. The Contractor will be held liable for all costs, incurred by the Government as a result of his failure to provide prescribed environmental conditions at all times.
TG1.4 Failure to perform, or satisfactorily perform preventive maintenance work, tours or watches required by the contract during the time period in which performance was scheduled.	4. The man-hours required to perform the omitted or unsatisfactory work will be determined by the COR, based on the Standards in GSA's Buildings Maintenance Management Desk Guide. The total man-hours required will be multiplied by see TG1.15 (*) to determine the total dollar amount deductible for the scheduled work, plus administrative cost.
TG1.5 Failure to complete repairs of accepted building equipment which the cost of supplies, materials, and parts is up to the limit set in Section C.6.13.1 or less, within 72 hours' time limit, or within 10 work days for architectural/structural repairs, or approved extension thereof.	5. Beginning with the first hour following the expiration of the 72 hour time limit or approved extension thereof, see TG1.15 (*) will be deducted for every hour or portion thereof for every day thereafter that the repair remains incomplete, in addition to any costs incurred by the Government to complete the repair.
TG1.6 Failure to respond to and complete service calls within the prescribed time limits, or extension therefore.	6. Deductions will be made as follows for failure to complete service calls: (a) For those requiring immediate action: The Contractor will be held liable for all costs, including administrative costs, incurred by the Government, to complete the service call (b) For all other service calls, beginning with the first hour following expiration of the appropriate time limit for completion (3 hours, or 24 hours), see TG1.15 (*) per hour will be deducted for every hour or portion thereof, that the service call remains incomplete (calculated on a 24 hours per day, 365 days per year basis), including administrative costs.
TG1.7 Failure to respond within one (1) hour to a request for Emergency Call-back Service, and/or failure to provide the required service.	7. The Contractor will be held liable for all costs incurred by the Government as a result of the Contractor's failure to respond within one (1) hour and/or failure to provide the required service, including but not limited to: (a) All costs to repair damage to the building, equipment, or systems, and (b) All costs associated with responding to the emergency and; (c) All administrative costs.
TG1.8 Failure to respond to a request for Overtime Services, and/or failure to provide the required services.	8. The Contractor will be held liable for all costs, including administrative costs, incurred by the Government as a result of the Contractor's failure to respond to, and/or provide, requested overtime services.
TG1.9 Failure to: (a) Properly operate and/or maintain equipment and/or systems, or (b) Make repairs, which results in damage to the building(s) equipment, or systems.	9. The Contractor will be held liable for all costs, including administrative costs, incurred by the Government to repair damage to the building, equipment, or systems which results from the Contractor's failure to perform any or all of the items listed as (a) or (b) adjoining.
TG1.10 Failure to prepare for the annual boiler/unfired pressure vessel inspections and to provide the required assistance.	10. The Contractor will be held liable for all costs, including administrative and travel costs, incurred by the Government to complete the required inspections.

TG1.11 Failure to perform the miscellaneous work specified in Section C.5.14.2 when requested.	11. See TG1.15 (*) per hour will be deducted for each hour or portion thereof that the miscellaneous work is not provided when requested by the COR or his/her designated representative.
TG1.12 Failure of the Contractor to make scheduled quality control inspections.	12. See TG1.15 (*) per hour will be deducted for each inspection that the Contractor fails to make. The time required to perform the inspection will be based on the actual man-hours consumed by the Government.
TG1.13 Failure to make inspections as outlined by the approved Quality Control Plan that accurately reflect the true conditions of the building and equipment.	13. The Contractor shall be liable for all costs associated with the Government's re-inspection of the deficiencies found by the Government. This applies to items that were to be inspected by the Contractor's Quality Control Plan.
TG1.14 Failure of the Contractor to submit required monthly reports, service request logs, preventive maintenance reports and schedules existing deficiency inspection report, or any other report, by the required time frame.	14. All monies due the Contractor will be withheld until an approved reports are submitted to the COR or designated government representative.
TG1.15 Any other omitted or unsatisfactory work not specifically identified above, or which does not clearly fall into one of the above categories will be deducted at the hourly rate indicated to the right or the cost incurred by the Government in having the service performed by other means.	15. Current contract bid labor rate for normal hours as found in CLIN 0003 – 4003, current contract bid rate for overtime hours as found in CLIN 0004-4004 and supervisory rates calculated as 1.5 times either CLIN 0005-4005 as applicable for the time the event takes place and the base or option period in effect.
TG1.16. Failure to follow Fair Labor Standards Act, McNamara-O'Hara Service Contract Act (SCA), and Contract Work Hours and Safety Standards Act (CWHSSA).	**16.** Assessment based on liquidated damages rate provided by the Department of Labor.

G.3.11.4 Payments for Reimbursable Building Operation Services: Reimbursable repairs, overtime maintenance, and agency reimbursable services need to have some form of documentation, (for example: a GSA Form 300 (Order for Supplies or Services) signed by the Contracting Officer in advance of any work. Payments will be made upon receipt of an invoice from the Contractor to the address listed on the GSA procurement document.

G.4. - NOTICE TO PROCEED

Notice to Proceed (NTP) will NOT be issued until the COR has officially notified the CO that approved clearances for proposed employees have been received and approved by the FPS Department of Homeland Security.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

RESERVED

SECTION I – CONTRACT CLAUSES

I.1. - FULL TEXT CLAUSES

I.1.1. FAR 52.212-4, Contract Terms and Conditions – Commercial Items (OCT 2018)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1)Within a reasonable time after the defect was discovered or should have been discovered; and

(2)Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g)Invoice.

(1)The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i)Name and address of the Contractor;

(ii)Invoice date and number;

(iii)Contract number, line item number and, if applicable, the order number;

(iv)Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v)Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi)Terms of any discount for prompt payment offered;

(vii)Name and address of official to whom payment is to be sent;

(viii)Name, title, and phone number of person to notify in event of defective invoice; and

(ix)Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x)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, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C)EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2)Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
(i)Payment.-
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.
(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(5) *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-
(i)Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
(A)Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B)Affected contract number and delivery order number, if applicable;
(C)Affected line item or subline item, if applicable; and
(D)Contractor point of contact.
(ii)Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(6) *Interest*.
(i)All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii)The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if–
(A)The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B)The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C)The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
(iv)If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v)Amounts shall be due at the earliest of the following dates:
(A)The date fixed under this contract.
(B)The date of the first written demand for payment, including any demand for payment resulting from a default termination.
(vi)The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A)The date on which the designated office receives payment from the Contractor;
(B)The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C)The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii)The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
(1)Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2)Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.
(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1)The schedule of supplies/services.
(2)The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3)The clause at 52.212-5
(4)Addenda to this solicitation or contract, including any license agreements for computer software.
(5)Solicitation provisions if this is a solicitation.
(6)Other paragraphs of this clause.
(7)The Standard Form 1449.
(8)Other documents, exhibits, and attachments.
(9)The specification.
(t)[Reserved]
(u)Unauthorized Obligations.
(1)Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i)Any such clause is unenforceable against the Government.

(ii)Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii)Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(2)Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(v)Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

I.1.2. FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JUN 2020)
(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
X (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
_X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101note).
_X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
__ (10) [Reserved].
__ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C.657a).
__ (ii) Alternate I (MAR 2020) of 52.219-3.
__ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (ii) Alternate I (MAR 2020) of 52.219-4.
__ (13) [Reserved]
__ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C.644).
__ (ii) Alternate I (MAR 2020).
__ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.
X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
__ (17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (NOV 2016) of 52.219-9.
__ (iii) Alternate II (NOV 2016) of 52.219-9.
__ (iv) Alternate III (JUN 2020) of 52.219-9.
__ (v) Alternate IV (JUN 2020) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
X (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C.637(a)(14)).
__ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).
(ii) Alternate I (MAR 2020) of 52.219-28.
__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).
_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
X (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).
X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
__ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
__ (ii) Alternate I (FEB 1999) of 52.222-26.
X (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (JUL 2014) of 52.222-35.
X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C.793).
__ (ii) Alternate I (JUL 2014) of 52.222-36.
X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
X (35) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
X (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.
__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
X (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
X (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
X (ii) Alternate I (OCT 2015) of 52.223-13.
__ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
__ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (JUN 2014) of 52.223-16.
X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
X (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
X (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
X (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.
__ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (MAY 2014) of 52.225-3.
__ (iii) Alternate II (MAY 2014) of 52.225-3.
__ (iv) Alternate III (MAY 2014) of 52.225-3.
__ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
__ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
__ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
__ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C.3332).
__ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
__ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
__ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (APR 2003) of 52.247-64.
__ (iii) Alternate II (FEB 2006) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
X (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212).
(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C.793).
(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).
(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
(xiii) (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx.1241(b) 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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.1.3. GSAM 552.212-71, Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable

regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

_X_ 552.203-71 Restriction on Advertising
__ 552.211-73 Marking
_X_ 552.215-70 Examination of Records by GSA
__ 552.215-71 Examination of Records by GSA (Multiple Award Schedule)
__ 552.215-72 Price Adjustment—Failure to Provide Accurate Information
__ 552.219-70 Allocation of Orders—Partially Set-Aside Items
__ 552.228-70 Workers' Compensation Laws
__ 552.229-70 Federal, State, and Local Taxes
__ 552.232-8 Discounts for Prompt Payment
__ 552.232-23 Assignment of Claims
__ 552.232-71 Adjusting Payments
_X_ 552.232-72 Final Payment
__ 552.232-73 Availability of Funds
__ 552.232-78 Payment Information
_X_ 552.237-71 Qualifications of Employees
__ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
__ 552.238-74 Industrial Funding Fee and Sales Reporting
__ 552.238-75 Price Reductions
__ 552.238-81 Modifications (Multiple Award Schedule)
__ 552.242-70 Status Report of Orders and Shipments
__ 552.246-73 Warranty—Multiple Award Schedule
__ 552.246-76 Warranty of Pesticides

(End of clause)

I.1.4. GSAM 552.212-72, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.
__ 552.223-72 Hazardous Material Information

(b) Clauses.
__ 552.223-70 Hazardous Substances
__ 552.223-71 Nonconforming Hazardous Material
__ 552.223-73 Preservation, Packaging, Packing, Marking, and Labeling of Hazardous Materials (HAZMAT) for Shipments
__ 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped
_X_ 552.238-72 Identification of Products that have Environmental Attributes

I.1.5. FAR 52.216-18, Ordering

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from December 1, 2020 through November 30, 2025.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.1.6. FAR 52.216-19, Order Limitations

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $250,000;

(2) Any order for a combination of items in excess of $250,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.1.7. FAR 52.216-21, Requirements

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after November 30, 2025.

I.1.8. FAR 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons

(a) Definition. As used in this clause–

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (http://www.epa.gov/snap/).
"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.
"Ozone-depleting substance," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to, hydrochlorofluorocarbons.
(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall–
(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by–
(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
(ii) Contract number; and
(iii) Equipment/appliance;
(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after–
(i) Annually by November 30 of each year during contract performance; and
(ii) At the end of contract performance.
(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap.

I.1.9. GSAM 552.217-71, Notice Regarding Options
The General Services Administration (GSA) has included an option to [Insert "purchase additional quantities of supplies or services" or "extend the term of this contract" or "purchase additional quantities of supplies or services and to extend the term of this contract"] in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

I.1.10. FAR 52.217-9, Option to Extend the Term of the Contract
(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 5 year, 6 months.

I.1.11. GSAM 552.232-72, Final Payment Under Building Services Contracts
Before final payment is made, the Contractor shall complete and furnish the Contracting Officer with GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to

amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

I.2. - CLAUSES INCORPORATED BY REFERENCE (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 these addresses: https://www.acquisition.gov/comp/far/index.html and https://www.acquisition.gov/comp/gsam/gsam.html

Number	Title
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government, Alternate I
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements
52.204-4	Printed or Copied Double-Sided on Recycled Paper
52.204-7	System for Award Management
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-13	System for Award Management Maintenance
52.204-16	Commercial and Government Entity Code Reporting
52.204-17	Ownership and Control of Offeror
52.204-18	Commercial and Government Entity Code Maintenance
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-22	Alternative Line Item Proposal
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.212-4	Contract Terms and Conditions – Commercial Items
52.215-2	Audit and Records--- Negotiation
52.215-8	Order of Precedence – Uniform Contract Format
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.217-8	Option to Extend Services
52.222-1	Notice to the Government of Labor Disputes
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation
52.222-38	Compliance with Veterans" Employment Reporting
52.222-54	Employment Eligibility Verification
52.223-1	Biobased Product Certification
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-4	Recovered Material Certification
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-6	Drug-Free Workplace
52.223-10	Waste Reduction Program
52.223-12	Refrigeration Equipment & Air Conditioners
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
52.223-19	Compliance With Environmental Management System
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals - Representations
52.225-13	Restrictions on Certain Foreign Purchases
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.228-5	Insurance – Work on a Government Installation

52.229-3	Federal, State, and Local Taxes
52.232-1	Payment
52.232-8	Discounts for Prompt Payments
52.232-11	Extras
52.232-17	Interest
52.232-23	Assignment of Claims
52.232-24	Prohibition of Assignment of Claims
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payment to Small Business Subcontractors
52.232-99	Providing Accelerated Payment to Small Business Subcontractors (Deviation)
52.233-1	Dispute (Alternate 1)
52.233-2	Service of Protest
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-3	Continuity of Services
52.242-13	Bankruptcy
52.242-15	Stop-Work Order
52.244-5	Competition in Subcontracting
52.245-1	Government Property
52.245-9	Use and Charges
52.245-2	Government Property Installation Operation Services
52.246-25	Limitation of Liability -- Services
52.248-1	Value Engineering
52.249-8	Default (Fixed-Price Supply and Service)
52.253-1	Computer Generated Forms

GSAM CLAUSES

Number	Title
552.212-4	Contract Terms and Conditions – Commercial Items
552.252-6	Authorized Deviations in Clauses (DEVIATION FAR 52.252-6) (SEP 1999)
552.204-9	Personal Identity Verification Requirements
552.217-70	Evaluation of Options
552.236-75	Use of Premises
552.239-70	Information Technology Security Plan and Security Authorization
552.239-71	Security Requirements for Unclassified Information Technology Resources

I.3. - PERFORMANCE BASED CONTRACTING

This solicitation contains a work statement for a performance-based service. This means the Government has described WHAT is to be accomplished, not HOW to accomplish it, and states a basis for determining whether finished work meets the Government quality requirements. It does not state detailed procedures for accomplishing the work unless there are safety, security or communication requirements.

It is the responsibility of the Contractor to ensure they build into their proposal price the necessary hours it will take to meet the performance standards specified.

The Contractor will be required to maintain a quality control program to ensure the requirements of this contract are met. This program shall be created for identifying and correcting deficiencies in the quality of services before performance becomes unacceptable.

This is a performance based contract which includes incentives and disincentives. Some incentives for Contractors that perform up to the required standards of the contract could include timely monthly payments, favorable performance ratings, and options would be exercised. Some disincentives for Contractors that are not performing up to the required standards of the contract could include unfavorable performance ratings and options not exercised. Also GSA could have the work performed by other means and charged back to the Contractor.

I.4. - FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

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	Wage	Health & Welfare
HVAC	$25.26hr	$4.18/hr
Machinery Maintenance Mechanic	$26.26/hr	$4.18/hr
General Maintenance Worker	$18.69/hr	$4.18/hr

I.5. - WAGE DETERMINATION

See next page for the applicable Wage Determination. Wage Determination 2015-5105 Revision 11, dated June 25, 2020 is for both the Robert J Dole U.S. Courthouse and the Social Security Administration Federal Building.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5105
Revision No.: 11
Date Of Last Revision: 06/25/2020

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of $10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Kansas Missouri

Area: Kansas Counties of Johnson Leavenworth Linn Miami Wyandotte

Missouri Counties of Bates Caldwell Cass Clay Clinton Jackson Lafayette Platte Ray

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.97
01012 - Accounting Clerk II		17.93
01013 - Accounting Clerk III		20.05
01020 - Administrative Assistant		27.26
01035 - Court Reporter		24.39
01041 - Customer Service Representative I		14.00
01042 - Customer Service Representative II		15.74
01043 - Customer Service Representative III		17.18
01051 - Data Entry Operator I		14.46

01052 - Data Entry Operator II	15.78
01060 - Dispatcher Motor Vehicle	20.35
01070 - Document Preparation Clerk	17.23
01090 - Duplicating Machine Operator	17.23
01111 - General Clerk I	14.25
01112 - General Clerk II	15.64
01113 - General Clerk III	17.56
01120 - Housing Referral Assistant	20.79
01141 - Messenger Courier	15.77
01191 - Order Clerk I	15.40
01192 - Order Clerk II	17.28
01261 - Personnel Assistant (Employment) I	16.71
01262 - Personnel Assistant (Employment) II	18.69
01263 - Personnel Assistant (Employment) III	20.83
01270 - Production Control Clerk	25.14
01290 - Rental Clerk	14.97
01300 - Scheduler Maintenance	16.25
01311 - Secretary I	16.25
01312 - Secretary II	18.17
01313 - Secretary III	20.79
01320 - Service Order Dispatcher	21.18
01410 - Supply Technician	27.26
01420 - Survey Worker	17.02
01460 - Switchboard Operator/Receptionist	14.03
01531 - Travel Clerk I	17.26
01532 - Travel Clerk II	18.63
01533 - Travel Clerk III	20.00
01611 - Word Processor I	16.02
01612 - Word Processor II	17.99
01613 - Word Processor III	20.12
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.30
05010 - Automotive Electrician	21.47
05040 - Automotive Glass Installer	20.25
05070 - Automotive Worker	20.25
05110 - Mobile Equipment Servicer	17.53
05130 - Motor Equipment Metal Mechanic	22.44
05160 - Motor Equipment Metal Worker	20.25
05190 - Motor Vehicle Mechanic	22.44
05220 - Motor Vehicle Mechanic Helper	16.12
05250 - Motor Vehicle Upholstery Worker	18.90
05280 - Motor Vehicle Wrecker	20.25
05310 - Painter Automotive	21.47
05340 - Radiator Repair Specialist	20.25
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	22.44
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.02
07042 - Cook II	15.04

07070 - Dishwasher	10.19
07130 - Food Service Worker	11.34
07210 - Meat Cutter	17.93
07260 - Waiter/Waitress	9.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.09
09040 - Furniture Handler	15.75
09080 - Furniture Refinisher	21.23
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer Minor	19.27
09130 - Upholsterer	15.83
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.06
11060 - Elevator Operator	13.76
11090 - Gardener	20.67
11122 - Housekeeping Aide	13.76
11150 - Janitor	13.76
11210 - Laborer Grounds Maintenance	15.83
11240 - Maid or Houseman	10.97
11260 - Pruner	14.29
11270 - Tractor Operator	19.00
11330 - Trail Maintenance Worker	15.83
11360 - Window Cleaner	15.25
12000 - Health Occupations	
12010 - Ambulance Driver	17.67
12011 - Breath Alcohol Technician	20.08
12012 - Certified Occupational Therapist Assistant	28.49
12015 - Certified Physical Therapist Assistant	27.87
12020 - Dental Assistant	19.43
12025 - Dental Hygienist	35.00
12030 - EKG Technician	30.45
12035 - Electroneurodiagnostic Technologist	30.45
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	17.96
12072 - Licensed Practical Nurse II	20.08
12073 - Licensed Practical Nurse III	22.39
12100 - Medical Assistant	16.70
12130 - Medical Laboratory Technician	22.73
12160 - Medical Record Clerk	19.38
12190 - Medical Record Technician	21.68
12195 - Medical Transcriptionist	17.61
12210 - Nuclear Medicine Technologist	39.55
12221 - Nursing Assistant I	11.59
12222 - Nursing Assistant II	13.04
12223 - Nursing Assistant III	14.23
12224 - Nursing Assistant IV	15.97
12235 - Optical Dispenser	16.73
12236 - Optical Technician	14.95
12250 - Pharmacy Technician	15.79
12280 - Phlebotomist	17.01

12305 - Radiologic Technologist		27.69
12311 - Registered Nurse I		23.68
12312 - Registered Nurse II		27.27
12313 - Registered Nurse II Specialist		27.27
12314 - Registered Nurse III		33.15
12315 - Registered Nurse III Anesthetist		33.15
12316 - Registered Nurse IV		39.45
12317 - Scheduler (Drug and Alcohol Testing)		24.87
12320 - Substance Abuse Treatment Counselor		20.32
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.13
13012 - Exhibits Specialist II		27.35
13013 - Exhibits Specialist III		32.01
13041 - Illustrator I		19.30
13042 - Illustrator II		23.90
13043 - Illustrator III		29.24
13047 - Librarian		30.95
13050 - Library Aide/Clerk		12.27
13054 - Library Information Technology Systems Administrator		23.49
13058 - Library Technician		16.42
13061 - Media Specialist I		18.41
13062 - Media Specialist II		20.60
13063 - Media Specialist III		22.96
13071 - Photographer I		17.20
13072 - Photographer II		19.24
13073 - Photographer III		23.84
13074 - Photographer IV		29.17
13075 - Photographer V		35.29
13090 - Technical Order Library Clerk		16.42
13110 - Video Teleconference Technician		22.84
14000 - Information Technology Occupations		
14041 - Computer Operator I		17.15
14042 - Computer Operator II		19.19
14043 - Computer Operator III		21.39
14044 - Computer Operator IV		23.76
14045 - Computer Operator V		26.31
14071 - Computer Programmer I	(see 1)	22.38
14072 - Computer Programmer II	(see 1)	27.43
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		17.15
14160 - Personal Computer Support Technician		23.76
14170 - System Support Specialist		29.37
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.33
15020 - Aircrew Training Devices Instructor (Rated)		35.48

15030 - Air Crew Training Devices Instructor (Pilot)	42.53
15050 - Computer Based Training Specialist / Instructor	29.33
15060 - Educational Technologist	30.38
15070 - Flight Instructor (Pilot)	42.53
15080 - Graphic Artist	25.30
15085 - Maintenance Test Pilot Fixed Jet/Prop	42.53
15086 - Maintenance Test Pilot Rotary Wing	42.53
15088 - Non-Maintenance Test/Co-Pilot	42.53
15090 - Technical Instructor	24.09
15095 - Technical Instructor/Course Developer	29.48
15110 - Test Proctor	19.46
15120 - Tutor	19.46
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.63
16030 - Counter Attendant	10.63
16040 - Dry Cleaner	13.41
16070 - Finisher Flatwork Machine	10.63
16090 - Presser Hand	10.63
16110 - Presser Machine Drycleaning	10.63
16130 - Presser Machine Shirts	10.63
16160 - Presser Machine Wearing Apparel Laundry	10.63
16190 - Sewing Machine Operator	14.40
16220 - Tailor	15.40
16250 - Washer Machine	11.45
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.66
19040 - Tool And Die Maker	32.18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.24
21030 - Material Coordinator	25.14
21040 - Material Expediter	25.14
21050 - Material Handling Laborer	16.19
21071 - Order Filler	13.52
21080 - Production Line Worker (Food Processing)	19.24
21110 - Shipping Packer	16.12
21130 - Shipping/Receiving Clerk	16.12
21140 - Store Worker I	14.99
21150 - Stock Clerk	20.53
21210 - Tools And Parts Attendant	19.24
21410 - Warehouse Specialist	19.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.43
23019 - Aircraft Logs and Records Technician	25.45
23021 - Aircraft Mechanic I	30.22
23022 - Aircraft Mechanic II	31.43
23023 - Aircraft Mechanic III	32.61
23040 - Aircraft Mechanic Helper	21.71
23050 - Aircraft Painter	28.91
23060 - Aircraft Servicer	25.45
23070 - Aircraft Survival Flight Equipment Technician	28.91

23080 - Aircraft Worker	27.27
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.27
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.22
23110 - Appliance Mechanic	21.23
23120 - Bicycle Repairer	20.49
23125 - Cable Splicer	40.77
23130 - Carpenter Maintenance	25.73
23140 - Carpet Layer	25.78
23160 - Electrician Maintenance	30.70
23181 - Electronics Technician Maintenance I	26.08
23182 - Electronics Technician Maintenance II	28.85
23183 - Electronics Technician Maintenance III	30.13
23260 - Fabric Worker	22.14
23290 - Fire Alarm System Mechanic	24.62
23310 - Fire Extinguisher Repairer	20.54
23311 - Fuel Distribution System Mechanic	33.04
23312 - Fuel Distribution System Operator	25.85
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	30.22
23381 - Ground Support Equipment Servicer	25.45
23382 - Ground Support Equipment Worker	27.27
23391 - Gunsmith I	20.54
23392 - Gunsmith II	23.73
23393 - Gunsmith III	26.26
23410 - Heating Ventilation And Air-Conditioning Mechanic	27.08
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	28.17
23430 - Heavy Equipment Mechanic	26.01
23440 - Heavy Equipment Operator	27.83
23460 - Instrument Mechanic	24.78
23465 - Laboratory/Shelter Mechanic	25.15
23470 - Laborer	14.86
23510 - Locksmith	24.84
23530 - Machinery Maintenance Mechanic	26.56
23550 - Machinist Maintenance	22.05
23580 - Maintenance Trades Helper	16.31
23591 - Metrology Technician I	24.78
23592 - Metrology Technician II	25.77
23593 - Metrology Technician III	26.75
23640 - Millwright	34.31
23710 - Office Appliance Repairer	21.38
23760 - Painter Maintenance	21.58
23790 - Pipefitter Maintenance	32.02
23810 - Plumber Maintenance	30.63
23820 - Pneudraulic Systems Mechanic	26.26
23850 - Rigger	25.25
23870 - Scale Mechanic	23.73

23890 - Sheet-Metal Worker Maintenance	29.58
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	25.19
23932 - Telecommunications Mechanic II	26.20
23950 - Telephone Lineman	24.54
23960 - Welder Combination Maintenance	22.01
23965 - Well Driller	28.22
23970 - Woodcraft Worker	26.26
23980 - Woodworker	20.54
24000 - Personal Needs Occupations	
24550 - Case Manager	16.34
24570 - Child Care Attendant	10.80
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	11.09
24620 - Family Readiness And Support Services Coordinator	16.34
24630 - Homemaker	16.34
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.67
25040 - Sewage Plant Operator	22.55
25070 - Stationary Engineer	28.67
25190 - Ventilation Equipment Tender	20.60
25210 - Water Treatment Plant Operator	22.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.33
27007 - Baggage Inspector	15.81
27008 - Corrections Officer	18.89
27010 - Court Security Officer	20.82
27030 - Detection Dog Handler	17.68
27040 - Detention Officer	18.89
27070 - Firefighter	24.20
27101 - Guard I	15.81
27102 - Guard II	17.68
27131 - Police Officer I	22.60
27132 - Police Officer II	25.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.88
28042 - Carnival Equipment Repairer	14.00
28043 - Carnival Worker	9.68
28210 - Gate Attendant/Gate Tender	15.77
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.64
28510 - Recreation Aide/Health Facility Attendant	12.87
28515 - Recreation Specialist	21.85
28630 - Sports Official	14.05
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.76
29020 - Hatch Tender	33.76
29030 - Line Handler	33.76

29041 - Stevedore I		31.50
29042 - Stevedore II		35.78
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO)	(see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO)	(see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO)	(see 2)	30.60
30021 - Archeological Technician I		18.04
30022 - Archeological Technician II		20.18
30023 - Archeological Technician III		24.76
30030 - Cartographic Technician		25.01
30040 - Civil Engineering Technician		25.38
30051 - Cryogenic Technician I		25.41
30052 - Cryogenic Technician II		28.08
30061 - Drafter/CAD Operator I		18.04
30062 - Drafter/CAD Operator II		20.18
30063 - Drafter/CAD Operator III		22.51
30064 - Drafter/CAD Operator IV		27.69
30081 - Engineering Technician I		15.54
30082 - Engineering Technician II		19.08
30083 - Engineering Technician III		21.95
30084 - Engineering Technician IV		24.41
30085 - Engineering Technician V		29.54
30086 - Engineering Technician VI		36.00
30090 - Environmental Technician		23.10
30095 - Evidence Control Specialist		22.95
30210 - Laboratory Technician		22.08
30221 - Latent Fingerprint Technician I		23.39
30222 - Latent Fingerprint Technician II		25.84
30240 - Mathematical Technician		27.51
30361 - Paralegal/Legal Assistant I		19.19
30362 - Paralegal/Legal Assistant II		23.77
30363 - Paralegal/Legal Assistant III		29.08
30364 - Paralegal/Legal Assistant IV		35.18
30375 - Petroleum Supply Specialist		28.08
30390 - Photo-Optics Technician		25.01
30395 - Radiation Control Technician		28.08
30461 - Technical Writer I		22.96
30462 - Technical Writer II		30.90
30463 - Technical Writer III		33.99
30491 - Unexploded Ordnance (UXO) Technician I		25.61
30492 - Unexploded Ordnance (UXO) Technician II		30.98
30493 - Unexploded Ordnance (UXO) Technician III		37.14
30494 - Unexploded (UXO) Safety Escort		25.61
30495 - Unexploded (UXO) Sweep Personnel		25.61
30501 - Weather Forecaster I		27.69
30502 - Weather Forecaster II		33.68
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	22.51
30621 - Weather Observer Senior	(see 2)	25.01
31000 - Transportation/Mobile Equipment Operation Occupations		

31010 - Airplane Pilot	30.98
31020 - Bus Aide	14.18
31030 - Bus Driver	19.95
31043 - Driver Courier	15.32
31260 - Parking and Lot Attendant	12.47
31290 - Shuttle Bus Driver	16.66
31310 - Taxi Driver	12.72
31361 - Truckdriver Light	16.66
31362 - Truckdriver Medium	21.15
31363 - Truckdriver Heavy	22.92
31364 - Truckdriver Tractor-Trailer	22.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.11
99030 - Cashier	11.02
99050 - Desk Clerk	10.69
99095 - Embalmer	24.03
99130 - Flight Follower	25.61
99251 - Laboratory Animal Caretaker I	13.18
99252 - Laboratory Animal Caretaker II	14.33
99260 - Marketing Analyst	29.91
99310 - Mortician	30.24
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	15.44
99710 - Recycling Laborer	17.70
99711 - Recycling Specialist	21.25
99730 - Refuse Collector	15.97
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	12.17
99830 - Survey Party Chief	26.02
99831 - Surveying Aide	16.18
99832 - Surveying Technician	22.15
99840 - Vending Machine Attendant	15.43
99841 - Vending Machine Repairer	19.39
99842 - Vending Machine Repairer Helper	15.43

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.54 per hour up to 40 hours per week or $181.60 per week or $786.93 per month

HEALTH & WELFARE EO 13706: $4.22 per hour up to 40 hours per week or $168.80 per week or $731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any

paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 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. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday 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) COMPUTER EMPLOYEES: 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 re-grading 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** 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 (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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"" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

END OF WAGE DETERMINATION

SECTION J: LIST OF ATTACHMENTS – (DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS)

J.1.0 Building Information Sheet

Building information sheets (BIS) are created to provide building statistics and are for informational purposes to help the Contractor with a broad view of the facility. Each facility within the Contractor will have its own BIS. The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints

J.1.1 Dole Courthouse (KS0094ZZ) BIS

1.	**Building Data For:**		
	Name of Building:		KS0094ZZ, Robert J Dole US Courthouse
	Location:		500 State Avenue, Kansas City, Kansas
	Quantity of Floors		**8**
	Height of Building		**150 ft.**
	Square Footage (Building Total)		**274,820**
	Parking		
		Interior	**39**
		Exterior	**265**
	Quantity of Elevators		
		Judges	**1**
		Passenger's	**4**
		Sally Port/Prisoner	**2**
		Freight	**1**
	Year Completed		**1994**
	Normal Building Operating Hours: M-F (exclude Federal Holidays)		
		Start Time	**8:00 AM**
		End Time	**5:00 PM**
	Building Operating Plan BOP (Y/N)		**Yes**
	Quantity of Agencies		**7**
	List of Agencies:		
		U.S. Courts, Bankruptcy and Probation	
		DoD Inspector General	
		DoJ - Office of US Attorneys	
		General Services Administration	
		US Marshals Service	
		United States Trustees	
		Federal Public Defender	
2	Child Care Centers: (Yes / NO)		**Yes**
	Interior Special Equipment		**Yes**
	Playground		**Yes**
3	Environmental (Quantity)		

	Fuel Tanks (GSA Owned)	**(1) Above Ground, Enclosure 1000/Secondary Containment 1800 Gallons**
	Generators (GSA owned)	**1 – Caterpiller 3456; 500 KW**
	Average Annual Fuel Consumption for all maintenance and outage support	**500 gallons**
	Average Annual Run time for all maintenance and outage support	**300 hours**
	Firing Range	**0**
	Asbestos	**None identified (not certified asbestos free)**
	Lead Based Paint	**NO**
	PCBs	**NO**
	Copy of environmental Permits (Air, UST, etc.)	**Yes - Air and Radiation**
	NOTE TO CONTRACTOR: Asbestos, Lead, or any other hazardous material may be in the building (particularly older ones) and has not been discovered yet so all suspicious material found should be treated assuming it is.	
4	MAJOR ALTERATION PROJECTS	**Yes**
	Build-outs/Prospectus/Agencies moving In/Out	
5	**BUILDING AUTOMATION SYSTEMS AND OTHER CRITICAL EQUIPMENT**	
	(Included # of equipment, Manufacturer Names, model #s, tonnage, KW, etc)	
	EMS/BAS/SMART TECHNOLOGY	**Metasys**
	Chillers	**MCQUAY/WMC -A XE 100 S ST/317 - 1048 KW/R-134a**
	1	**KPMWC00905-10EN**
	2	**KPMWC00905-10EN**
	UPS Systems	**R3000 XR Model and R1500 XR Model**
	Generators	**see section 3 (environmental)**
	Boilers (Steam or Hot Water):	**NA**
	Water Treatment	
	Open Loop (coupon racks)	**Pulsafeeder Pulsablend**
	Closed Loop (coupon racks)	
	Glycol Loops(ethylene or propylene)	**Ethylene**
	Chemical Free Systems (type/which loops)	

	Roof Anchorage Points and Systems			**Roof fall protection system is out of service, project underway to replace**
		Quantity-Description		
	Roof Anchorage Point and System Certification			
			(Weight Test Date)	**NA**
6	**HISTORICAL REPAIR AND SERVICE REQUEST INFORMATION**			
	Monthly Work Requests			**35**
	Monthly Service Calls			**10**
7.	**ANNIVERSARY DATES OF THE LAST TESTING OF MAJOR MAINTENANCE ITEMS**			
	Eddy Current			**1/18/2020**
	Evaporator			**3/6/2020**
	Condenser			**3/6/2020**
	Infrared Testing			
	Switchgear			**6/24/2019**
	Boiler			**N/A**
	Pressure Vessels			**3/6/2020**
	Steam traps:			**N/A**
	Hose Bib & Obstruction Test (3 & 5 year)			**8/3/2017**
8.	**HISTORICAL AND AESTHETIC ATTRIBUTES**			
	Care should be taken to protect historical elements and artwork when performing work and maintenance around those items			
			Yes/No	Location
	Artwork			
	Mural - "Justice in the Prairie"		Yes	**1st floor Vestibule**
9.	**CAFETERIAS/CONCESSIONS**			**MeMa's Cafe/Greg Meize Vending**
10.	**FIRE ALARM SYSTEMS**			
	Is Central station Monitoring Phone lines currently handled by GSA or the O&M Contractor?			**O&M**
	Historically has the Fire Alarm, Sprinkler testing been performed during normal or after hours?			**After Hours**
	Device Count for each building for the fire alarm system:			
		Smoke Detector		**97**
		Heat Detector		**20**
		Duct Detector		**18**
		Pull Stations		**46**
		Water Flows		**18**

		Tampers				**38**
		Dry Pipe Systems (low air)				**3**
		Notification devices (strobe, speaker, combo)				
		Batteries				
		Fire Extinguisher				44
		12-year Hydrostatic test per CY				
		6-Year test per CY				
11.	FILTERS (Size/MERV Rating/Type/Qty)					
	Type		MERV	Size		Qty
	Pleat Killer		10	**17x27**		56
				14x22		60
				14x15		13
				11x13		10
				16x20		11
				18x20		1
				16x48		2
				15x94		2
				20x60		2
				20x88		28
				22x1080		1
				20x20		5
				25x80		1
				10x80		1
				16x80		2
				20x80		2
				28x80		1
				20x117		8
				20x100		12
				20x110		4
				16x25x4		4
				26x32		2
				20x25x4		5
				20x20x4		1
				28x29		1
				34x80		1
12.	**Lighting Systems**					
		(1) Lamp	36/48"			**558**
		(2) Lamp	48'			**2180**
		(3) Lamp	48"			**586**
		(4) Lamp	48"			**66**
		(1) Lamp	96"			
		(2) Lamp	96"			
		(2) U-tube				
		Compact				
		LED				
	Special Feature					

	Interior		
		Mercury Vapor	**880**
	Exterior		
		Compact Fluorescent	**203**
13.	Quantity of card readers for perimeter access and types (readers and keypads)		**19-gallagher/2-ADT**
	Garage doors / Gates-VBS		**4/7**
	Turnstiles		**0**
14.	PLUMBING		
	Quantity of automatic soap dispensers		**NA**
	(quantity and type of batteries per dispenser)		**NA**
	Quantity of automatic towel dispenser		**NA**
	(quantity and type of batteries per dispenser)		**NA**
	Quantity of automatic flush valves		**14**
	(quantity and type of batteries per dispenser)		**(4) C-batteries/per**
	Quantity of automatic faucets		**48**
	(quantity and type of batteries per dispenser)		**(4) AA-batteries/per**
	Quantity of waterless urinals requiring cartridge replaced (i.e. Sloan, Falcon, etc.):		**NA** **NA**
	Quantity Backflow Prevention Devices		
	Water Fountain		**10**
	Type/Filtered		**Whole facility chilled/1 filter**
15.	**Special Requirements/Considerations(Security, Maint frequency, RF transmissions, Operations, limitations, parking, etc)**		
	See antenna inventory in the Kansas Service Center's Bidders Library		
		Antennas which transmit signals (versus antennas that only receive signals) can present an occupational hazard to nearby workers during their transmit phases. Hazards may be presented by being in close proximity to emitted radio-frequency radiation (RFR) and from induced currents. Workers are advised to take appropriate protective measures when working near where antennas are present.	
	Contractor Limited to 1 Parking spot per location; must request; additional must be requested on case-by-case basis		
	Secured Access and Spaces		**COR to supply list upon award**
16	**MISCELLANEOUS**		
	Is Any equipment currently under Warranty		**Yes**

	What is the age of the building roof(s)?		**12/11/2009 (11 years)**

J.1.2 SSA Federal Building (KS0085ZZ) BIS

1.	**Building Data For:**		
	Name of Building:		KS0085ZZ, SSA Federal Building
	Location:		850 Nebraska, Kansas City Kansas
	Quantity of Floors		**2 (includes basement)**
	Square Footage (Building Total)		**16,760**
	Parking		
		Interior	**0**
		Exterior	**48**
	Quantity of Elevators		**N/A**
	Year Built		**1972 additional east side added in 1992**
	Normal Building Operating Hours: M-F (exclude Federal Holidays)		
		Start Time	**7:00 AM**
		End Time	**5:30 PM**
	Building Operating Plan BOP (Y/N)		**Yes**
	Quantity of Agencies		**1**
	List of Agencies:		
		Social Security Administration	
2	Child Care Centers: (Yes / NO)		**No**
3	Environmental (Quantity)		
	Fuel Tanks (GSA Owned)		**N/A**
	Generators (GSA owned)		**N/A**
	Firing Range		**N/A**
	Asbestos		**Yes**
	Lead Based Paint		**Suspected, but not verified**
	PCBs		**N/A**
	Copy of environmental Permits (Air, UST, etc.)		**N/A**
4	MAJOR ALTERATION PROJECTS		**N/A**
	Build-outs/Prospectus/Agencies moving In/Out		
5	**BUILDING AUTOMATION SYSTEMS AND OTHER CRITICAL EQUIPMENT**		
	(Included # of equipment, Manufacturer Names, model #s, tonnage, KW, etc)		
	EMS/BAS/SMART TECHNOLOGY		**BAS-Metasys**

	Chillers	Qty 2 AHUs		Carrier Model 48MA-024-5
				CV Multizone Design Supply Air Flow: 9,000 CFM Actual Supply Air Flow: 5,505 CFM Motor Size and Voltage: 7.5 HP, 208/3/60, Cooling Capacity 227,000, Heating Capacity BTU/HR 324,000 BTU/HR
	UPS Systems			**NO**
	Generators			**NO**
	Boilers (Steam or Hot Water):			**Decommissioned boiler**
	Water Treatment			
	Open Loop (coupon racks)			**N/A**
	Closed Loop (coupon racks)			**N/A**
	Glycol Loops(ethylene or propylene)			**N/A**
	Chemical Free Systems (type/which loops)			**N/A**
	Roof Anchorage Points and Systems			N/A
		Quantity-Description		
	Roof Anchorage Point and System Certification			
			(Weight Test Date)	**N/A**
6	**HISTORICAL REPAIR AND SERVICE REQUEST INFORMATION**			
	Monthly Work Requests			**6**
	Monthly Service Calls			**4**
7.	**ANNIVERSARY DATES OF THE LAST TESTING OF MAJOR MAINTENANCE ITEMS**			
	Eddy Current			**N/A**
	Evaporator			**N/A**
	Condenser			**N/A**
	Infrared Testing			**N/A**
	Switchgear			**N/A**
	Boiler			**N/A**
	Pressure Vessels			**N/A**
	Steam traps:			**N/A**
	Hose Bib & Obstruction Test (3 & 5 year)			**N/A**
8.	**HISTORICAL AND AESTHETIC ATTRIBUTES**			
	Care should be taken to protect historical elements and artwork when performing work and maintenance around those items			

				Yes/No	Location
	Artwork			**N/A**	
9.	**CAFETERIAS/CONCESSIONS**			**N/A**	
10.	**FIRE ALARM SYSTEMS**				
	Is Central station Monitoring Phone lines currently handled by GSA or the O&M Contractor?				**O&M**
	Historically has the Fire Alarm, Sprinkler testing been performed during normal or after hours?				**After Hours**
	Device Count for each building for the fire alarm system:				
		Smoke Detector			**3**
		Heat Detector			**N/A**
		Duct Detector			**N/A**
		Pull Stations			**N/A**
		Water Flows			**N/A**
		Tampers			**N/A**
		Dry Pipe Systems (low air)			**N/A**
		Notification devices (strobe, speaker, combo)			**N/A**
		Batteries			**N/A**
		Fire Extinguisher			**16**
			12-year Hydrostatic test per CY		
			6-Year test per CY		
11.	FILTERS (Size/MERV Rating/Type/Qty)				
	Type		MERV	Size	Qty
	Poly Shield XI Panel Filters		11	**23x71**	**2**
	Poly Shield XI Panel Filters		11	**23x71**	**2**
	Poly Shield XI Panel Filters		11	**34x25**	**2**
12.	Lighting Systems				
		(1) Lamp	36/48"		**6**
		(2) Lamp	48'		**11**
		(3) Lamp	48"		**0**
		(4) Lamp	48"		**158**
		(1) Lamp	96"		**0**
		(2) Lamp	96"		**0**
		(2) U-tube			**0**
		Compact			**0**
		LED			**0**
	Special Feature				
	Interior				
		Incandescent/Halogen			**32**

	Exterior		
		Incandescent/Halogen	**14**
13.	Quantity of card readers for perimeter access and types (readers and keypads)		**N/A**
	Garage doors / gates		**N/A**
	Turnstiles		**N/A**
14.	PLUMBING		
	Quantity of automatic soap dispensers		**5**
	(quantity and type of batteries per dispenser)		**3-4C, 2-3C**
	Quantity of automatic towel dispenser		**5**
	(quantity and type of batteries per dispenser)		**4-D**
	Quantity of automatic flush valves		**3**
	(quantity and type of batteries per dispenser)		**1-D**
	Quantity of automatic faucets		**N/A**
	(quantity and type of batteries per dispenser)		**N/A**
	Quantity of waterless urinals requiring cartridge replaced (i.e. Sloan, Falcon, etc.):		**N/A** **N/A**
	Quantity Backflow Prevention Devices		**2**
	Water Fountain		**2-Elkay water fountains (1 bi-level) MN:LZWSR 1C, SN:160622729 PN:LZWSR**
	Type/Filtered		**Elkay water filter PN: 51300**
15.	**Special Requirements/Considerations (Security, Maintenance frequency, RF transmissions, Operations, limitations, parking, etc.)**		
	See antenna inventory in the Kansas Service Center's Bidders Library		
		Antennas which transmit signals (versus antennas that only receive signals) can present an occupational hazard to nearby workers during their transmit phases. Hazards may be presented by being in close proximity to emitted radio-frequency radiation (RFR) and from induced currents. Workers are advised to take appropriate protective measures when working near where antennas are present.	
	Secured Access and Spaces		**COR to supply list upon award**
16	**MISCELLANEOUS**		
	Is Any equipment currently under Warranty		**Yes**
	What is the age of the building roof(s)?		**New roof to be installed 07/2020**

J.2.0 Energy and Water Monthly Report

J.2.1 General

This energy and water efficiency report is to be completed per the requirements of Section C.5.6, Energy and Water Efficiency, of the O&M services contract. The Contractor shall use this report template and submit completed reports as part of the monthly report to the Facility Manager.

The Contractor must adhere to the submitted staffing plan and subcontracting plan that was submitted prior to award as part of the proposal. Contractor must submit staffing and/or subcontractor plan that provides sufficient numbers of staff at the various levels of expertise to ensure all scheduled and unscheduled services are performed and conditions are maintained to avoid any disruption to the tenant.

J.2.2. Energy and Water Efficiency Monthly Report

The Contractor shall use this template to complete the energy and water efficiency report sections for "Contract Information" and "Contractor Reporting Elements." The GSA Property Manager shall complete the section "GSA Review and Response Elements."

Contract Information
Contract Number:
Report Prepared by:

Building Information
Building Number: (if the building is part of a combined facility use the facility level data)
Building Name:
Building gross square foot:
Energy Technology & Analytic Tools Available at this Building:

Advanced Meters: **yes**/no
GSA Link: **yes**/no
Renewable Energy Systems: yes/no (describe) PV (Davenport)
Most Recent Energy Audit: yes/no (date) ---Ask Susan

Annual Performance Target
(To be filled out by in conjunction with the regional energy coordinator and the facility manager at the beginning of the Contractor's performance period and 1 year thereafter until the end of contract)

	Energy	**Water**
TARGET Annual Usage	XX,XXX BTU/GSF	X.X Gal./GSF
TARGET Annual Usage Variance	+ / - 5% of target BTU/GSF	+ / - 5% of target Gallon/GSF
ACTUAL Annual Usage	XX,XXX BTU/GSF	X.X Gal./GSF
Actual Usage is Within Target Variance (Yes/No)?	Yes / No	Yes / No
ACTUAL Annual Usage, Previous Year	XX,XXX BTU/GSF	X.X Gal./GSF
Actual Usage is **Improving** Relative to Previous Year (Yes/No)?	Yes / No	Yes / No

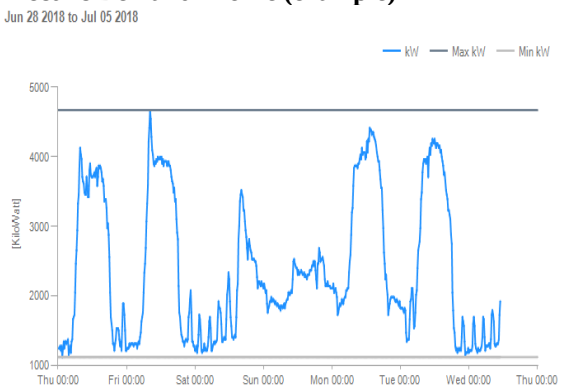
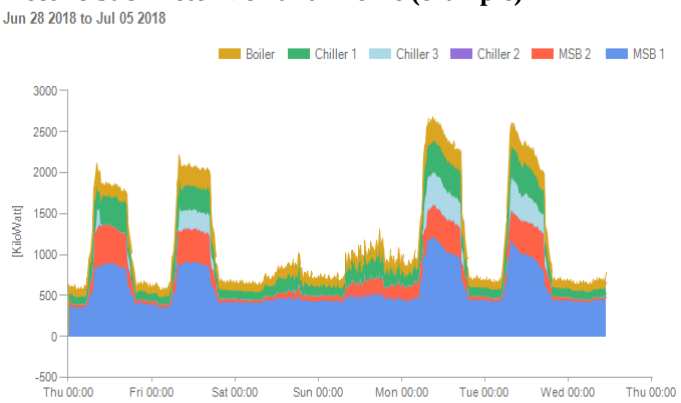
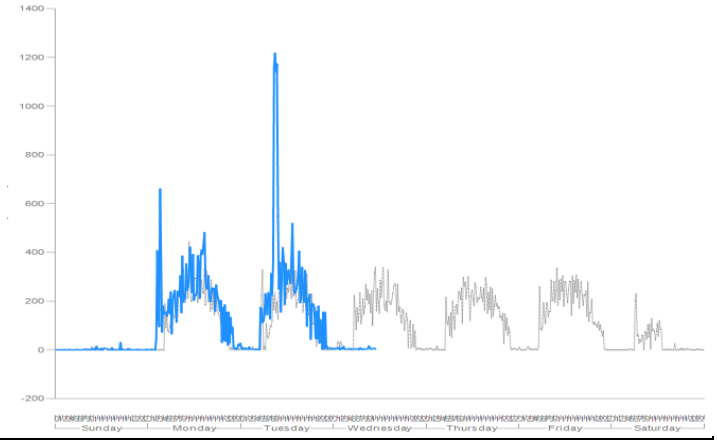
If actual energy or water usage is not within target variance, please provide narrative justification:	
If actual energy or water usage is not improving relative to previous year, please provide justification:	

Monthly Utility Bill Reporting
(To be filled out monthly)

			Actual Usage for		Difference Between This Year & Previous Year	
Purchased Utility	**Recommended Reporting Unit**	**Current Billing Cycle Ending Month [a]**	**Current Billing Cycle**	**Same Month Previous Year**	**Actual Units**	**Percentage Difference**
Electricity	kWh					
Electric Demand	Peak kW					
Natural Gas	100 Cubic Feet[b] (Therms)					
Steam	MLB / mmBTU					
Chilled Water	Ton-Hours					
Other Energy [c]						
Total Energy Usage mmBTU [d]						
Domestic Water	Gallons [e]					

a. Current cycle ending month refers to the most recent month in which data is available. EUAS and utility invoices are typically not available until 45 days after the month's end. E.g. June data is available around August 15th.
b. EUAS data is reported in cubic feet. 100 cubic feet = 1 CCF = 1 Therm
c. Other energy can refer to biomass or other purchased utilities that should add to show total building energy consumption
d. Total mmBTU = (3,413 X kWh + 1.031 X 100 Cubic Feet + 1,000,000 X MLB + 12,000 X Ton-Hours) / 1,000,000
e. Water is sometimes billed on quarterly (3 month) intervals. If water is billed quarterly, use the total quarterly value from the most recent quarter available.

Advanced Meter Analysis
(To be filled out monthly. If advanced meters are not available for this building, skip to next section.)

Electric Demand Profile (example) 	**Electric Sub-Meter Demand Profile (example)** 
Steam Demand Profile	**Gas Demand Profile**
Chilled Water Demand Profile	**Domestic Water Demand Profile (example)** 

System & Efficiency Checks
(To be filled out monthly)

Are advanced meters functioning properly (i.e. are any meters not communicating or reporting data or reporting faulty data)?

Yes ☐ No ☐ Malfunctioning meters reported to regional metering point of contact? _____

Is GSA Link functioning and are Sparks being addressed?

Yes ☐ No ☐ Malfunctioning GSA Link reported to regional point of contact? _____

Are space temperatures set at 72 degrees F. +/- 2 degrees F. for heating mode?

Yes ☐ No ☐ If no, are there plans to adjust temperatures to the desired range? _____

Are space temperatures set at 75 degrees F. +/- 3 degrees F. for cooling mode?

Yes ☐ No ☐ If no, are there plans to adjust temperatures to the desired range? _____

Are the night and weekend set back temperatures set to no more than 55^0 in the winter and no less than 90^0 in the summer?

Yes ☐ No ☐ If no, are the night/weekend setback temperatures at the level that promotes maximum energy savings without disrupting comfort? _____

Are holiday schedules verified for upcoming holidays?

Yes ☐ No ☐ If no, are there plans to verify or add holiday schedules? _____

Is the optimum start/stop sequence programmed into the building automation system?

Yes ☐ No ☐ If no, are there plans to implement optimum start/stop? _____

Is there a chilled water reset programmed into the chiller controls?

Yes ☐ No ☐ If chilled water reset schedule is available, but not in use, is there a plan to implement it? _____

Is there a hot water reset programmed into the boiler controls?

Yes ☐ No ☐ If a hot water reset schedule is available, but not in use, is there a plan to implement it? _____

Are the AHU schedules correctly programmed into the BAS and for the shortest possible time to maintain temperatures for the spaces served?

Yes ☐ No ☐ Comments _____

Are AHUs currently allowed to cycle off near the end of the day so building temperatures can "coast"?

Yes ☐ No ☐ Comments _____

Are computer room temperature set points at 78 degrees or higher, and are overtime utilities being collected for this space?

Yes ☐ No ☐ Comments _____

If applicable, have steam traps been inspected internally and, if needed, rebuilt prior to the heating season?

Yes ☐ No ☐ If no, are there plans to inspect and rebuild steam traps? _____

If applicable, have boiler efficiency tests been scheduled and performed in October - November?

Yes ☐ No ☐ If no, are there plans to schedule tests? _____

Have advanced meters and/or leak detection sensors been checked for signs of water leaks?

Yes ☐ No ☐ Comments _____

If applicable, have cooling towers been checked for signs of leaks or excessive drift?

Yes ☐ No ☐ If no, are there plans inspect cooling towers? _____

GSA Review & Concurrence

GSA1. GSA Reviewing Official: _____

GSA2. Date Reviewed: _____

GSA3. Comments: _____

J.3.0 Contractor Maintenance Performance Plans Submittal Schedule

Deliverable	Reference	Due
Staffing Plan	C.1.2	As part of the Contractor Bid/Proposal and in support of any change request or absences greater than 30 days
Subcontracting Plan	C.1.2.	As part of the Contractor Bid/Proposal and in support of any change request or absences greater than 30 days
Asbestos Awareness Training	C.1.2.8.1	Within 60 calendar days of contract start date
Re-Tuning Training	C.1.2.8.2	Within 60 calendar days of contract start date
Lead Awareness Training	C.1.2.8.5	Within 60 calendar days of contract start date
Quality Control Plan	C.1.3.1	Within 30 calendar days, prior to contract start date
Building Operating Plan	C.5.2	No later than end of the transition phase
Energy Conservation Plan	C.5.2.1.d.4.	With Building Operation Plan
Strike Contingency Plan	C.5.2.1.k	With Building Operation Plan
Contractor contingency Plans	C.5.2.1.l.	With Building Operation Plan
Contractor Emergency Plan	C.5.2.1.o	With Building Operation Plan
Tour and Rounds Plan	C.5.10.1	No later than end of transition phase
Preventive Maintenance Plan	C.6.0	As part of the Contractor Proposal; update in NCMMS within 5 business days to match gov't approved plan
HVAC Water Management Plan	C.6.6.2	Within 60 Days of contract start date

J.4.0 Contractor Chart of Deliverables for COR

Deliverable	Reference	Due	Standard
Contract Project Manager	C.1.2.1	Prior to contract start date	
Communication Equipment	C.1.2.3	Contract Commencement	
Administrative Station	C.1.2.3	Contract Commencement	
Certifications	C.1.2.7	Contract Commencement	
Employee Training	C.1.2.8	Contract Commencement	
Asbestos Awareness Training	C.1.2.8.1	Within 60 calendar days of Contract start date	
Re-Tuning Training	C.1.2.8.2	Within 60 calendar days of Contract start date	
NCMMS Training	C.1.2.8.4	During the inbound transition period	
Lead Awareness Training	C.1.2.8.5	Within 60 calendar days of Contract start date	
Recording Presence	C.1.2.11	Monthly or upon requested	
Quality Control Plan	C.1.3.1	Within 30 calendar days, prior to Contract start date	
Key Control	C.1.5.1	With Quality Control Plan	
Ordinances, Taxes, Permits, and Licenses	C.1.11	As required	
Government Furnished Equipment	C.3.6 / J.6.3	Within 15 calendar days of contract start date	
Tenant Environment	C.5.1	As required	ASHRAE Standard 55-2004, ASHRAE 62.1-2016
Equipment Inventory Reporting	C.5.3.3.b	Annual Certification and as required.	
Equipment condition assessment	C.5.3.3.c	Annually	
Safety and Health Program	C.5.4.2.1	Within 30 calendar days of Contract start date	
Lock Out/Tag Out Procedure	C.5.4.6	Within 30 calendar days of Contract start date	

Confined Space Entry Permit System	C.5.4.7	Within 60 calendar days of Contract start date	
Permit-Required Confined Space Entry System Debrief	C.5.4.7.c	At conclusion of entry into permit space	
Hazard Communication Plan	C.5.4.11.2	As part of Health and Safety Program	Inventory must be submitted annually by September 30, anytime an item is added and at end of contract.
Labeling and signage	C.5.4.12	As Required	
Electrical Safety	C.5.4.14	As Required	
Labeling Electrical Circuits and Panels	C.5.4.15	As Required	
Refrigerants	C.5.5.2.1	As Required	40 CFR Part 82 under Section 608 of the Clean Air Act
Stationary Engines	C.5.5.4	As Required	
Fuel Storage Tank Management	C.5.5.5	As Required	GSA Order 1095.2 PBS Fuel Storage Tank Management
Asbestos Management	C.5.5.8 and J.8	As Required	29 CFR 1926.1101
Disposition of Hazardous Waste	C.5.5.10	As Required	40 CFR Part 273
Backflow Prevention Devices	C.5.5.11	As Required	NFPA 25
Potable Water Systems	C.5.5.12	As Required	The Safe Drinking Water Act, PL 99-339 and 40 CFR 141.43, Sections A and D
Waste Reports	C.5.5.13(a)	Monthly	
Environmental Compliance	C.5.5.13(b)	As required	
Sustainable Purchasing Practices	C.5.5.13(c)	Monthly	Resource Conservation and Recovery Act (RCRA), USDA, and EO 13834
Energy and Water Efficiency Reporting	C.5.6.3	Monthly	Energy and Water Efficiency Monthly Report format (See Exhibit 2
Advanced Metering Program Operations	C.5.7.2	Daily	
Advanced Metering Program Reporting	C.5.7.4	Monthly	
Building Automated Systems and IT Controls Operations	C.5.8.2	As required	
BAS Alarms	C.5.8.3.2	As required	
BAS Testing/Inspecting	C.5.8.4	As required	Pacific Northwest National Laboratory: (http://retuningtraining.labworks.org/training/lms/)
BAS Reporting	C.5.8.5	As required	
Fire Protection and Life Safety Equipment and Systems	C.5.9.1.e	Within 24 hours of incident	
Fire Alarm System Services	C.5.9.2	As required	NFPA 72 National Fire Alarm and Signaling Code
Water-Based Fire Protection Systems	C.5.9.3	As required	NFPA 25
Fire-rated Door Assemblies	C.5.9.4	As required	NFPA 80, Standard for Fire Doors and Other Opening Protectives and NFPA 101, Life Safety Code
Fire Damper and Combination	C.5.9.5	As required	NFPA 80, Standard for Fire

Fire/Smoke Dampers			Doors and Other Opening Protectives and NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives.
Smoke Doors Assemblies	C.5.9.6	As required	NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
Smoke Dampers	C.5.9.7	As required	the NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
Portable Fire Extinguishers	C.5.9.8	As required	NFPA 10, Standard for Portable Fire Extinguishers
Non-Water-Based Fire Extinguishing Systems	C.5.9.9	As required	NFPA 12, Standard on Carbon Dioxide Extinguishing Systems; NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems; NFPA 17, Standard for Dry Chemical Extinguishing Systems; NFPA 17A, Standard for Wet Chemical Extinguishing Systems; NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; NFPA 2001, Standard for Clean Agent Fire Extinguishing Systems.
Emergency and Standby Power Systems:	C.5.9.11:	As required	NFPA 110, Standard for Emergency and Standby Power Systems; NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems
Emergency Lighting Systems and Exit Signage	C.5.9.12	As required	NFPA 101, Life Safety Code
Lightning Protection Systems:	C.5.9.14:	As required	NFPA 780, Standard for the Installation of Lightning Protection Systems.
Proactive Facility Tours	C.5.10.2	As required	
Minimum Tour Frequencies	C.5.10.3	As required	
Escorting and Miscellaneous Utility	C.5.14.1 & 2	Monthly	Annual maximum is 120hrs and $250 in consumable parts in supplies for complete contract
Review of Design Documents	C.5.14.3	As Required	20 Hours Annually
Flag Procedures:	C.5.14.5	As required	
Monthly Progress Reports	C.5.15.1	Monthly	Submit by 5th business day of subsequent month

Reference Library	C.5.16.	As required	
Preventive Maintenance Plan	C.6.0	As part of the Contractor Proposal	Approved Plan must be updated in NCMMS within 5 business days
Boiler/Pressure Vessel Systems	C.6.2 – 6.2.5	As required	Part 2 of the National Board Inspection Code (NBIC) 2017 or later versions.
Air Distribution Equipment: Air Handling Units (AHU), Exhaust Fans (EF), Ductwork, Variable Air Volume (VAV), Actuators, Intakes	C.6.3	As required	
Chiller Systems	C.6.4	As Required	
Cooling Towers	C.6.5	As Required	
HVAC Water Management	C.6.6	As Required	
Comprehensive initial water treatment analysis	C.6.6.5.a	Within 30 calendar days of Contract award	
HVAC Water Management Reporting	C.6.6.6	Monthly	
Plumbing and Restrooms	C.6.7	As Required	
Recycling program for fluorescent lamps and other light bulbs	C.6.8.3	As Required	40 CFR 260
Electrical Switchgear and Switchboards	C.6.9	As Required	submit shutdown plan at least 2 months in advance for approval
Emergency Power Equipment Operation	C.6.10.2	As Required	Up to $500 per contract year and maintained fuel level at 75%
Emergency Power Equipment – Maintenance:	C.6.10.3	As required	NFPA 110, Standard for Emergency and Standby Power Systems and NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems
Emergency Generator and Transfer Switch:	C.6.10.4	Monthly	Complete during Normal hours with prior approval by COR
Emergency Power Equipment – Testing Generator Oil:	C.6.10.4.a	As required (minimally once per year)	American Society for Testing and Materials (ASTM) D6595 (Wear Metals in Used Oils) and ASTM D445 or ASTM D72799 (Viscosity).
Emergency Power Equipment – Testing Diesel Fuel:	C.6.10.4.b:	As required (minimally once per year)	ASTM D396-12 "STANDARD SPECIFICATION FOR

			FUEL OILS
Emergency Power Equipment – Reporting:	C.6.10.5:	Monthly	
Oil Analysis and Oil Changes	C.6.11	As Required	
Oil Analysis Testing and Inspecting	C.6.11.3	Periodic, prior to annual maintenance requirements	
Replacement Items and Painting	C.6.13.2	As Required	
Directories.	C.6.13.6	As Required	
Initial Inspection	C.7.0	During the Transition Phase	
Existing Deficiency Inspection/Initial Deficiency Report	C.7.1	Within 15 calendar days prior to Contact start date.	
Transition Phase Services	7.2	within 60 calendar days of transition services prior to the Contract start date	
Transition Phase Schedule	7.2.1	Within 30 calendar days of the contract award, the Contractor must submit a work and oncoming staffing schedule to the CO or designee for the startup phase.	
Phase-out Transition Period	C.7.3	Contract end (Phase out transition period	

J.5.0 Smart Buildings

J.5.1 Smart Technologies – Background and Purpose

Because of current Government energy reduction executive orders and regulatory mandates, GSA Public Buildings Service has several programs in development and at various stages of implementation that O&M Contractors should be aware of. One of these programs includes Smart Building technologies. Currently, approximately 250 buildings in the GSA portfolio are undergoing Smart Technologies design and implementation enhancements. Some facility projects involve complete detailed design-built from the infrastructure to completed project designs. Others involve modest retrofits to update key building controls systems. A key objective of implementing Smart Technologies in GSA buildings is to capture and make available more real-time performance data about the individual building systems (HVAC/BAS, Lighting, and Advanced Meters). This data will be made available to O&M Contractors and building support personnel and will increase in significance over time as more details are learned as GSA analyzes this new trend of monitoring building performance at a detailed level. O&M Contractors should be aware that if they are involved in operational support of one of GSA's newer Smart Buildings, that tools, processes, data, and some procedures may need to be modified to meet GSA requirements for long-term improved operational efficiencies as a result of the investment the Government is making in these new technologies. O&M Contractors should continue to monitor developments in this area as more buildings in the GSA portfolio deploy Smart Technologies.

J.5.2 Trend toward integrated Building Systems Technologies

New building technologies, and their convergence with traditional information technology, have altered the way in which facilities can be monitored, maintained, and operated. Trends in building systems technology have provided opportunities in the market place to alter the way facilities managers use real time data to operate their facilities more efficiently. Building Systems are getting increasingly more dependent on software, IT networks (physical and wireless), servers, internet access, and cloud-based/hosted solutions. This shift in domain expertise has outpaced traditional design and construction practices. As a result, building operations and maintenance staff need to adapt, be more proactive, and leverage the availability of real-time data to help them perform building systems support more effectively. This may involve more thorough planning and redefining some processes, procedures, and job roles in order to better operate the facilities that have these newer technology based systems.

J.5.3 Control Systems

The Contractor shall maintain control systems and sequences as documented in facility operations plan. The Contractor will document all Integrated Building Systems set-points, schedules and alarms and present them to the Government for initial review and backup and annually thereafter. On an as-needed basis, submit a request to the owner for additional recommended trending, monitoring, graphics, or control points with intent to improve building operations, energy efficiencies, and performance of O&M duties. Consider the 80/20 rule focusing recommendations on 20% of building equipment that impact 80% of operating efficiency and costs. The Contractor shall be responsible for making set point adjustments as necessary and appropriate to meet GSA objectives in facility operations plan. This action requires the approved by the CO or designee. The Contractor shall be responsible for keeping building system software functioning and for upgrading/re-installing software on computers or building system controllers as necessary to keep current with manufacturer release levels and GSA IT support policies and procedures.

J.5.4 Smart Buildings

The Government is taking proactive steps to converge a building's monitoring and control systems on common GSA-supported network infrastructure to enable access to real-time controls systems performance data (i.e. data points). If the facilities' building systems network was installed and maintained by GSA CIO, then this building has Government-furnished (GFE) network equipment and Smart Technologies deployed. This also means that the Contractor will potentially need to coordinate troubleshooting and support with building system Contractors (HVAC, Lighting, etc.) and GSA CIO to help identify and resolve issues.

J.5.5 Integrated Building Systems (IBS)

IBS assists the Government by ensuring that all relevant equipment vendors, with equipment installed in the facility, maintain their respective systems (i.e. HVAC, BAS, Lighting, Advanced Metering, etc.) in accordance with GSA Smart and Technology Office (PBS CIO) on issues related to O&M operations Sustainable Buildings intended objectives (i.e. open systems running on a single GSA Building Systems data network). The Contractor shall act as a liaison and facilitate efforts between their respective building-specific monitoring and control system subcontractors and work through the CO or their designee GSA with the information.

The Contractor shall make recommendations to the Government (as applicable), on improvements to sequences of operations. Communications for alarms set up for remote notification shall be tested on a recurring basis.

The Contractor shall be responsible for keeping manufacturer and/or O&M building system software (BAS, BMS software) functioning. This includes, but is not limited to, upgrading and/or re-installing manufacturer's building system software on GFE computers and manufacturer's building system controllers as necessary to keep current with manufacturer recommended release levels and to keep in compliance with all applicable GSA IT support policies and procedures

J.5.6 Building Automated Systems

Building Automated Systems associated with this contract include: **Metasys**

J.5.6.1 Qualifications

J.5.6.1.1 BAS Technicians

The Contractor shall be proficient in applicable controls systems (e.g. JCI, Honeywell, Siemens, Delta, Automated Logic, Alerton, and Tridium). All BAS Technicians shall be certified in the building-specific integrated system controls certification (i.e. Tridium Niagara, JCI/Metasys, Siemens Apogee, etc.). The Contractor shall be aware of building systems running on GSA IP Enterprise Network and capable of initiating troubleshooting if network communications is suspect. This means being familiar with procedure for logging GSA IT Help Desk ticket and following up to ensure ticket is being worked by assigned party. Some familiarization with the use of Integrated Control systems, GSA IP Addresses, function of network routers, function of network switches, networks communications, and BAS software will be necessary.

All BAS Technicians shall be certified in the building-specific integrated system controls certification (i.e. Tridium Niagara, JCI/Metasys, Siemens Apogee, etc.). GSA's intent is to align the correct BAS technician certification for the BAS installed in the building.

J.5.6.1.2 BAS Operators and Programmers, EMCS, AMS, and DALI Technicians

J.5.6.2 Requirements

J.5.6.2.1 Site Visit

In an effort to reduce costs associated with site visits, performing monthly reviews remotely via the secure GSA network are permitted barring proper ENT credentials of the technician performing the review exist. Contact 6pme-bsn@gsa.gov to request access. The documentation requirements shall remain in effect permitted the documentation is submitted within 48 hours upon completion of the review. In the event subcontracted services are used to conduct a remote monthly review, the documentation must be submitted to the entity that subcontracted the services. It is encouraged to submit electronic documentation in an effort to comply with the Paperwork Reduction Act (PRA). Handling of the documentation shall be accomplished in accordance with Sensitive but Unclassified (SBU) safe handling measures.

J.5.6.2.2 Specific BAS Requirements

The Contractor shall provide and schedule monthly and seasonal reviews I.A.W. in-house capabilities corresponding to normal operating hours of the facility. In addition, personnel of this caliber shall be available on a 24 hour basis to service any problems as might be required. This person shall be designated as the "BAS System Programmer" and

shall be responsible for providing technical support to GSA personnel, and troubleshooting/repair of system problems. All contracted services shall have qualification requirements reviewed prior to any services being performed

The System Programmer shall, on a minimum semiannual basis, exercise all control points in the system to demonstrate that the software, hardware, and controlled devices are operating as designed as noted in the seasonal review checklists. Whereas the Contractor does not have in-house capabilities to perform the monthly reviews, a BAS System Programmer shall be contracted to perform the monthly reviews. **ONLY** BAS System Programmers are permitted to complete seasonal reviews.

- Appendix A - BAS Monthly Review Checklist
- Appendix B - BAS Change Request and Completion Log
- Appendix C - BAS Seasonal Review Checklist - Cooling
- Appendix C - BAS Seasonal Review Checklist - Heating

The Contractor shall provide any required labor for repairs which may be needed on a 24 hour basis. Required repairs which do not significantly affect environmental conditions nor energy consumption may be performed during normal working hours.

J.5.6.2.3 General Systems Maintenance Requirements

The Contractor shall provide an annual written report which details the current calibration accuracy of all connected sensing devices, excluding those located in ceiling areas. Any sensors which have drifted more than 2% of their span from actual conditions shall be re-calibrated or replaced. The devices against which calibrations are made shall be tested by a certified testing laboratory within six months of calibration checks, and records of this shall be available upon request.

All BAS panels shall have their power supplies checked; hard drives (if applicable) tested and optimized; and cleaned on a quarterly basis. Contractor employees assigned a log-in password must login to the computer systems at a minimum of once a month. Contractor must login to GSA provided laptop a minimum of once a month.

J.5.6.3 Reviews

J.5.6.3.1 Monthly

The purpose is to determine overall functionality. The review should be conducted on a monthly basis in order to maintain system health and normal functionality. A total of ten monthly reviews will be conducted per year with the remaining two months being allocated for an ongoing seasonal review that is conducted to best accommodate the biannual ongoing seasonal reviews. The ongoing seasonal review will take the place of the monthly review for that particular month. Documentation should be forwarded to GSA Building Management staff. (Appendix A).

J.5.6.3.1.1 Monthly Requirements

As described in the overview, a monthly review is used to determine a quick status of the BAS to determine overall functionality. To conduct a monthly review only a few areas are required. This provides a quick glance into possible issues going on with the building and associated building control systems being controlled by the BAS. All of the items required as part of the monthly review shall be documented and submitted to GSA facility management staff for review.

Using the provided "Monthly Review Checklist" located in **Appendices A**, complete the initial document requirements such as date of service, check in time of service, and technician's name. Log into the BAS and perform the following checks:

1. Discover and record the total amount of devices currently in communication fail
    a. As a supplement, take screenshots of the devices in communication failure and attach them to a word document so they can be included with the monthly review checklist
    b. An overview summary page can be used without the need to take individual screenshots of each graphic page. This provides GSA facility management with the exact devices that are in communication failure.

2. Discover and record the total amount of devices currently in override
    a. As a supplement, take screenshots of the devices in override and attach them to a word document so they can be included with the monthly review checklist
    b. An overview summary page can be used without the need to take individual screenshots of each graphic page. This provides GSA facility management with the exact devices that are currently in override.
3. Review general trends to look for anomalies.
    a. Record any anomalies on the monthly review checklist.
4. Review existing and previous alarms since last visit.
    a. Determine if alarms pose a potential issue and record the potential issues on the monthly review checklist.
5. Review existing schedules and determine if adjustments are required.
    a. Record the proposed adjustments on the monthly review checklist.
6. Perform any changes as noted from the "Change Request and Completion Log" and record completion information on the log. This includes but is not limited to additional trends, alarms, and program changes.
    a. An allotted amount time as noted in the "Additional Hours" section shall be used to complete any requests related to programming. This requirement does not cover the cost of hands-on repairs to components or any materials associated with such.
7. Perform any scheduling additions (i.e. Holiday Additions, Afterhours Schedules).
8. Once completed with the above monthly review tasks, complete the Monthly Review Checklist by indicating the check-out time of the service.
    a. Completion of the required documentation is also considered part of the time allotted for each location and should be taken into account when completing the documentation.

J.5.6.3.1.2 Monthly Time Allotment Requirements

The monthly time allotment requirements shall be based on the size of facility and the BAS associated with the building. For contracting purposes, this section represents the time associated with completing a monthly review and can be used for the purposes of quotations. This section is also intended as a basic guideline and can be adjusted based on GSA facility management preferences. Below is a table showing a breakdown of hours based on facility size. The table is broken into several columns indicating building size, hours required to complete the review, utility hours used for documentation and miscellaneous programming changes, and the overall total. The total should be taken into consideration for quotation purposes. It is highly encouraged to seek a discounted remote review rate in an effort to reduce costs if possible.

Square Footage	**Review Hours**	**Utility Hours**	**Total Hours**
Up to 150K	**3**	**1**	**4**
151K to 400K	**4**	**2**	**6**
401K to 750 K	**5**	**2**	**7**
750K and above	**6**	**2**	**8**

J.5.6.3.2 Semi-Annual/Seasonal

The ongoing seasonal review process is used to determine the status of the BAS controlled HVAC equipment going into cooling and heating seasons. The review should be conducted, by a BAS Programmer, on a twice a year targeted towards the beginning of cooling and heating seasons in order to maintain system health and normal functionality. A total of two ongoing seasonal reviews will be conducted per year which would also take the place of a monthly review. In the case where schedules conflict with regular monthly reviews, no less than a two week is

spread between reviews is permitted. Upon the completion of the ongoing seasonal review, the results as documented (**Appendices C**).

J.5.6.3.2.1 Heating Season

The heating season is defined at any period during the year when hot water or steam is used for total facility heating purposes for a period lasting over a week. Heating season is typically associated with the winter season. This period can begin prior to and after the official calendar winter period depending on the location. The winter season is typically associated with temperatures below 50 degrees for an extended period of time.

J.5.6.3.2.2 Cooling Season

The cooling season is defined at any period during the year when chilled water is used for total facility cooling purposes for a period lasting over a week. Cooling season is typically associated with the summer season. This period can begin prior to and after the official calendar summer season period depending on the location. The summer season is typically associated with temperatures above 60 degrees for an extended period of time.

J.5.7 Smart and Sustainable (SSB) Training

Mandatory Training (at least one staff member):

- One-hour "GSA Smart and Sustainable Buildings (SSB) Overview"
    - Module 1 - Includes GSA FMSP Smart and Sustainable Buildings Overview
    - Module 2 - Includes PBS CIO Support Procedures

J.5.8 Applicable References

Technology Policy for PBS-Owned Building Monitoring and Control Systems
Find link at the web site in document titled "Web Links" at: Operations and Maintenance Specification.

Building Technologies Technical Reference Guide
Find link at the web site in document titled "Web Links" at: Operations and Maintenance Specification.

J.5.9 GSAlink Program

The Contractor shall be responsible for utilizing GSAlink (where provided by the GSA). In a federally owned building with GSAlink, the Contractor shall be responsible for accessing and reviewing identified faults in GSAlink on a weekly basis and attend meetings with the Sustainability Support Center (SSC) quarterly and communicating all open issues with the property management.

The Contractor shall provide printed GSAlink Reports "GSAlink Closed Spark Report" and "G-Link Work Order Report" to the CO or their designee monthly as part of the monthly pay submittal package.

J.5.10 Appendices

J.5.10.1 Appendix A: BAS Monthly Review Checklist

BAS Monthly Review Checklist

Site Name:
Date of Service:
Technician Name:
Check Out Time:

Item #	BAS Monthly Tasks	Notes	Date Completed
1.	Discover and record the total amount of devices currently in communication fail.		
2.	Discover and record the total amount of devices currently in override		
3.	Review general trends to look for anomalies.		
4.	Review existing and previous alarms since last visit.		
5.	Review existing schedules and determine is adjustments are required.		
6.	Perform any changes as noted from the "Change Request and Completion Log" and record completion information on the log. This includes but is not limited to additional trends, alarms, and program changes.		
7.	Perform any scheduling additions (i.e. Holiday Additions, After Hours Schedules).		

J.5.10.2 Appendix B: Change Request and Completion Log

BAS Change Request and Completion Log

Site Name:

Date of Service:

Technician Name:

Check Out Time:

Date	Equipment ID	Original BAS Settings/Programming	BAS Changes

J.5.10.3 Appendix C – BAS Seasonal Heating and Cooling Checklists

BAS Seasonal Review Checklist - Cooling

Site Name:

Date of Service:

Technician Name:

Check Out Time:

EQUIPMENT	MISC				SCHEDULING				RESETS				ONGOING SEASONAL REVIEW CHECKS						NOTES
	Trends	Alarms (#)	Operator Overrides (#)	Devices in Comm Failure (#)	Holiday Calendar	Tenant Overtime Utilities	Occupied (Start)	Unoccupied (Stop)	Discharge Air Temp Reset	Static Pressure Reset	Chilled Water Reset	Condenser Water Reset	Command Chilled Water Valve Fully Open	Discharge Air Temperature	Command Chilled Water Valve Fully Closed	Command Outside Air Damper Fully Open	Discharge Air Temperature	Command Outside Air Damper Fully Closed	

BAS Seasonal Review Checklist - Heating

Site Name:

Date of Service:

Technician Name:

Check Out Time:

EQUIPMENT	MISC				SCHEDULING				RESETS			ONGOING SEASONAL REVIEW CHECKS								NOTES
	Trends	Alarms (#)	Operator Overrides (#)	Devices in Comm Failure (#)	Holiday Calendar	Tenant Overtime Utilities	Occupied (Start)	Unoccupied (Stop)	Discharge Air Temp Reset	Static Pressure Reset	Hot Water Reset	Command Hot Water Valve Fully Open	Discharge Air Temperature	Command Hot Water Valve Fully Closed	Command Electric Heating Stage #1 ON	Discharge Air Temperature	Command Outside Air Damper Fully Open	Discharge Air Temperature	Command Outside Air Damper Fully Closed	

J.6.0 Maintained Equipment Inventory

The following is a list of the Maintained Equipment Inventory for this contact by building. All provisions of section C.5 and other applicable areas within the contract must be followed. This inventory is for information purposes only and is not guaranteed to be 100% accurate. However, the Contractor is responsible for the operation, maintenance, and repair of all equipment (mechanical, electrical, structural, and architectural) and utilities, located on, within, or beneath, this facility's interior and exterior extending to the legal property line. There may be multiple PM Guides for each equipment type listed.

J.6.1 KS0094ZZ Dole CTHS Equipment Inventory

J.6.1.1 KS0094ZZ Dole CTHS (GSA-Owned)

Quantity	Old GSA PM	New GSA PM Guide	Description
1	A-1	*HVAC-AIR-01*	Air Dryer, Refrigerated or Regenerative Desiccant Type
16	A-3	*HVAC-EVP-03*	Humidification Systems
4	A-4	*HVAC-AIR-02*	Air Compressor
2	*A-11-A*	*HVAC-AHU-01-A*	Air Handling Unit *under 5000 CFM*
11	*A-11-B*	*HVAC-AHU-01-B*	Air Handling Unit *5,001 to 15,000 CFM*
4	*A-11-C*	*HVAC-AHU-01-C*	Air Handling Unit *15,001 to 30,000 CFM*
2	*A-12-AB*	*HVAC-AIR-03-AB*	Glycol Dry Cool Comfort Cooling *21 tons to 40 tons*
2	*A-12-BB*	*HVAC-AIR-03-BB*	Glycol Dry Cool Special Purpose *Over 20 tons to 40 tons*
14	*A-13-B*	*HVAC-ACR-04-B*	AC Unit, Ceiling, Wall mounted or rolling *Special Purpose*
45	C-2	*HVAC-DMP-01*	Dampers; Remote Air Intake Dampers
17	C-3	*HVAC-CLS-01*	Coils, Preheat, Reheat, Etc. (Remote Locations)
3	C-4	*CTRL-DDC-02*	Central Mini-Computer, BAS/EMCS/HVAC/DALI Systems
395	C-6	*CTRL-END-01*	Controls, Central System, HVAC (per device); CO2 Sensors
2	*C-9-A*	*HVAC-TWR-01M-A*	Cooling Tower Maintenance *50 tons and under*
2	*C-9-B*	*HVAC-TWR-01M-B*	Cooling Tower Maintenance *Over 50 to 500 tons*
2	C-9H (Z-1)	*HVAC-TWR-01H*	Cooling Tower, Sump/Basin Heater System
2	*C-10-B*	*HVAC-TWR-01CL-B*	Cooling Tower Cleaning *Over 50 to 500 tons*
4	D-1	*ARCS-DOR-01*	Door, Power Operated
77	D-3	*PLMB-DRN-01*	Roof Drains, Downspout, and Gutter Inspection
4	D-4	*ARCS-DOR-02*	Door, Hydraulic, Electric or Pneumatic Operated
11	D-5	*ARCS-DOR-04*	Door, Main Entrance
9	D-6	*PLMB-DRN-02*	Drains, Areaway, Driveway, Storm
2	E-21	*ELEC-RLY-01*	Over and/or Under-Voltage Relay
16	E-21A	*ELEC-SRG-01-T*	TVSS, Transient Voltage Surge Suppressor
2	E-25	*ELEC-RLY-01*	Ground Fault Type Transformer or Differential Relay
Quantity	**Old GSA PM**	**New GSA PM**	**Description**
73	E-30A	*ELEC-SWB-01A*	Switchboards Low Voltage (per cubicle)(Up to 600 volts)

209	E-34	*ELEC-SWT-01*	Disconnects; High Voltage (Isolating Switch, Per Switch)
7	*E-34A-A*	*ELEC-SWT-01A*	Disconnect/isolating switch *200 To 500 Amps*
14	*E-34A-B*	*ELEC-SWT-01B*	Disconnect/isolating switch *Over 500 Amps*
3	*E-35-A*	ELEC-MCC-03	MCC under 100 hp *5 or fewer (electrical devices)*
3	*E-35-BX*	*ELEC-MCC-03-X*	*Over five; Each additional (electrical devices) add*
3	E-36	*ELEC-ATS-01*	Automatic Transfer Switch
12	*E-37-AA*	*ELEC-BDT-01-AA*	Bus Duct, Low Voltage, Connectors *Per disconnect*
1	E-41	*FLSF-EPR-02*	Emergency Generator, Electric/Diesel Engines
1	E-41A	*FLSF-EPR-02*	Emergency Generator, Electric/Diesel Engines
1	E-42	*FLSF-EPR-03*	Emergency Generator, Electric
1	E-42A	*FLSF-EPR-03*	Emergency Generator, Electric
2	E-43	*ELEC-DCS-01*	Lead acid Battery (per cell); & Generator Batteries
10	E-51	*ELEC-MCC-01*	Motor Starter, Less than 100 Hp
2	E-56	*ELEC-LTG-01*	Dimmer and Control; General Lighting; Occupancy Sensors & Switches
13	E-57	*ELEC-TRN-01*	Low Voltage Dry Type Transformer (30 KVA and up, 600 volts or less)
1	E-60	*ELEC-PVS-01-S*	Photovoltaic Power System
3	F-2A	*FLSF-VLV-01*	Dry Pipe, Deluge and Preaction Valves
3	F-2B	*FLSF-VLV-01*	Dry Pipe, Deluge and Preaction Valves
1	F-3	*FLSF-VLV-02*	Post Indicator Valves
45	F-4	*FLSF-VLV-03*	Fire Control Valves (4 in. or over) for Interior Water Distribution Systems
45	F-4A	*FLSF-VLV-03*	Fire Control Valves (4 in. or over) for Interior Water Distribution Systems
45	F-4B	*FLSF-VLV-03*	Fire Control Valves (4 in. or over) for Interior Water Distribution Systems
1	F-6	*FLSF-PMP-02*	Fire Pump - Electric Motor Driven
1	F-6A	*FLSF-PMP-02*	Fire Pump - Electric Motor Driven
1	F-6B	*FLSF-PMP-02*	Fire Pump - Electric Motor Driven
70	F-9	*FLSF-HSE-02*	Fire Department Hose Connections (Standpipe Outlets)
70	F-9A	*FLSF-HSE-02*	Fire Department Hose Connections (Standpipe Outlets)
3	F-10	*FLSF-HSE-03*	Fire Department Pumper Connections, Standpipe or Sprinkler
47	F-11	*FLSF-DOR-01*	Fire Doors, Stairwells and Exitways, Swinging
1	F-12	*FLSF-DOR-01*	Fire Doors, Sliding and Vertical Rolling
1	F-12A	*FLSF-DOR01E*	Fire Doors, Vertical, Elevator, Smoke Guard Containment
115	F-14	*FLSF-ALM-03*	Automatic Fire Detection, Smoke Detectors (18 Duct Mounted)
Quantity	**Old GSA PM**	**New GSA PM Guide**	**Description**

18	*F-14A-A*	*FLSF-ALM-04-W*	Auto Fire Protection, Water flow Alarms *Water flow Alarm*
38	*F-14A-B*	*FLSF-ALM-04-T*	Auto Fire Protection, Tamper Switch *Tamper Switch*
20	F-14B	*FLSF-ALM-05*	Automatic Fire Detection, Heat Detectors
3	F-15	*FLSF-ALM-07*	Fire Alarm Control Panel and Remote Annunciators
1	F-15B	*FLSF-ALM-09*	Central Station, Transmitters
1	F-16B	*FLSF-ALM-13*	Fire Alarm System, Audio Control Panel
46	F-17	*FLSF-ALM-16*	Manual Fire Alarm Stations - Coded and Uncoded (Pull Stations)
183	F-18	*FLSF-FSD-01*	Fire and Smoke Dampers
271	F-20	*FLSF-FSP-01*	Sprinkler Head, Sprinklered Areas (per 1,000 sq. ft.) *{or each at 0.0125 hrs}*
44	F-22	*FLSF-FEX-02*	Fire Extinguisher, Stored Pressure with Gauge
44	F-22A	*FLSF-FEX-02*	Fire Extinguisher - Stored Pressure with Gauge (6 year)
44	F-24	*FLSF-FEX-01*	Fire Extinguisher, Inspection (Monthly)
2	F-26	*FLSF-FEX-06*	Fixed Fire Extinguisher System, Inspection (semiannual)
2	*F-26-A*	*FLSF-FEX-06-A*	*Stored Pressure Water, Loaded Stream, or Antifreeze (monthly)*
35	*F-27-A*	*HVAC- FAN-01-A*	Fan, Centrifugal *Up to 5,000 CFM*
11	*F-27-BX*	*HVAC- FAN-01-BX*	Fan, Cent. *Over 5,000 CFM; Each additional 5,000 CFM add:*
201	F-32	*HVAC-FLT-01*	Filter, Throw Away
558	*F-35-A*	*ELEC-LTG-02-A*	Lamping *(1) Lamp/(36"/48")*
2180	*F-35-B*	*ELEC-LTG-02-B*	Lamping *(2) Lamps/48"*
586	*F-35-C*	*ELEC-LTG-02-C*	Lamping *(3) Lamps/48"*
66	*F-35-D*	*ELEC-LTG-02-D*	Lamping *(4) Lamps/48"*
2	F-36	*HVAC-FAN-02*	Fan, Propeller, 24 in. Diameter or Larger
15	F-39	*HVAC-EXH-01*	Cafeteria Exhaust Hood Duct System (per 10 feet of ductwork)
1	G-2	*PLMB-DWV-07*	Grease Trap, Sediment Trap
3	G-3	*ARCS-LND-02*	Gates, Security and Access, Vehicles & Personnel
6	*G-3A*	*ARCS-LND-02-A*	*Gates, Security and Access, Vehicles & Personnel; Barriers (includes pop-up)*
1	*G-3B*	*ARCS-LND-02-B*	*Fences, Security and Ornamental*
4	H-3	*PLMB-DWS-02*	Hot Water Heater, Electric
243	I-5	*HVAC-TMU-01*	Ceiling Hung Fan Powered VAV Box or VAV box (with or without heat)
1	L-2	*MHDL-LFT-03*	Loading Ramp, Adjustable; Dock Leveler
Quantity	**Old GSA PM**	**New GSA PM Guide**	**Description**

880	*L-3-E*	*ELEC-LTG-03-E*	Lighting, Special Feature, inside *Mercury Vapor*
203	*L-4-B*	*ELEC-LTG-04-B*	Lighting, Special Feature, Exterior *Compact Fluorescent*
1	M-2	*ARCS-MHL-02*	Manhole, Sewer
26	*M-3-A*	*ELEC-MOT-01-A*	Motors, PM *1 to 7.5 hp*
25	*M-3-B*	*ELEC-MOT-01-B*	Motors, PM *Over 7.5 to 50 hp*
25	M-8	*NA*	Magnetic Drive
2	M-11	*ELEC-MOT-01-D*	Motors, 600 Volt or 200 Hp and above
8	*P-4-A*	*HVAC-PMP-01-A*	Pump, Centrifugal *1 to 24 hp*
4	*P-4-B*	*HVAC-PMP-01-B*	Pump, Centrifugal *25 to 100 hp*
150	R-2B	*ARCS-RFS-04*	Roof Inspection - Membrane Type (per 100 sq. ft.)
44	R-2-H	*ARCS-RFS-01A*	Roof Anchorage Points/System Inspection (per unit)
2	*R-4-AA(W-1)*	*HVAC-CLR-01-AA*	Chilled Water Package Unit *25 tons and under*
2	*R-5-B*	*HVAC-CLR-03-B*	Refrigeration Machine, Centrifugal *51 to 250 tons*
1	*R-6-A*	*HVAC-CLR-02R-A*	Refrigeration Machine, Reciprocating *50 tons and under*
105	R-9	*HVAC-BSB-01*	Radiation Baseboards/Convectors (steam, hot water, or electric; per lineal foot)
2	R-11	*HVAC-CLR-10*	Refrigeration Controls, Central System (Stand Alone Unit)
2	R-13	*HVAC-CLR-09*	Non-Destructive Chiller Tube Analysis
1	R-15	*HVAC-CLR-06*	Monitor, Refrigerant
2	R-15C	*FLSF-MON-01*	Monitor, Carbon Monoxide/Dioxide
3	R-15W-S (W-10)	*PLMB-ALM-01-S*	Flood Control Monitor, *Water Alarm, Sensor, Flood Control*
7	S-8	*PLMB-PLB-02*	Strainer, Y-Type
1	*S-9-A*	*PLMB-PLB-03-A*	Strainer, Bolted Flange, water & steam *6 to 14 bolts*
3	T-1	*TANK-WTR-01*	Tank, Water (All Types)
2	T-2	*TANK-AGS-01*	Tank, Air/Refrigerant/LP Gas
142	*V-5-A*	*PLMB-VLV-03-A*	Valve, Manually Operated *Main Line or Critical*
4	*V-5-B*	*PLMB-VLV-03-B*	Valve, manually Operated *Other over 2 inches*
8	V-6	*HVAC-VLV-07*	Valve, Motor Operated
10	*V-9-A*	*PLMB-VLV-05-A*	Backflow Preventer *Up to 1½ inches*
4	*V-9-B*	*PLMB-VLV-05-B*	Backflow Preventer *1½ to 2 inches*
1	V-11	*HVAC-VLV-02*	Air Separating Devices/Valves
1	W-2	*PLMB-DWV-04*	Wash, Emergency
1	W-8	*HVAC-WTM-01*	Water Treatment for Cooling Towers
1	X-22	*ARCS-LND-04*	Flag Pole, Electric
48	X-23	*HVAC-UHT-03*	Heater Unit, Electric
7	X-32	*ARCS-SCT-02*	Parking Arm Gates

J.6.1.2 KS0094ZZ – Dole CTHS – Child Care Equipment (GSA-Owned)

Quantity	Old GSA PM	New GSA PM Guide	Description
3	K-4	CHLD-EQP-01	Play Structure, Climbing Equipment
33	K-8	CHLD-EQP-01	Play Structure, Playhouse, Garden, and Manipulatives
4	K-9	CHLD-SPC-01	Play Structure, Carriages and Buggies
1	K-101	KTCH-DSH-01	Kitchen Equipment, Dishwashing Machine, Electric
1	K-102	KTCH-FRY-01	Kitchen Equipment, Fryer
1	K-102A	KTCH-FRY-01	Kitchen Equipment, Fryer
1	K-103	KTCH-GRL-01	Kitchen Equipment, Grill
1	K-103A	KTCH-GRL-01	Kitchen Equipment, Grill
1	K-105	KTCH-ICE-02	Kitchen Equipment, Ice Maker
1	K-105A	KTCH-ICE-02	Kitchen Equipment, Ice Maker
2	K-107	KTCH-OVN-01	Kitchen Equipment, Oven
2	K-107A	KTCH-OVN-01	Kitchen Equipment, Oven
2	K-108	KTCH-RNG-01	Kitchen Equipment, Range
2	K-108A	KTCH-RNG-01	Kitchen Equipment, Range
4	K-109B	KTCH-RFG-03	Kitchen Equipment, Residential Style
2	K-112	KTCH-GBD-01	Kitchen Equipment, Garbage Disposal
1	K-200	CHLD-DRY-01	Appliance, Clothes Dryer, Electric or Natural gas
1	K-201	CHLD-DRY-01C	Appliance, Clothes Dryer, Electric, Condensing

J.6.1.3 KS0094ZZ – Dole CTHS – Agency Owned Equipment

J.6.1.3.1 KS0094ZZ – Dole CTHS – USMS Agency-Owned Equipment

Quantity	Old PM	New PM Guide #	Description
2	A-13-B	HVAC-ACR-04-B-1M	AC Unit, Special Purpose, Ceiling/Wall/Rolling
1	A-7-A	HVAC-AHU-04-BA-1M	AC Package Unit, Special Purpose, 10 tons or under

J.6.1.3.2 KS0094ZZ – Dole CTHS – US Attorneys Agency-Owned Equipment

Quantity	Old PM	New PM Guide #	Description
1	A-7-A	HVAC-AHU-04-BA-1M	AC Package Unit, Special Purpose, 10 tons or under

J.6.1.3.3 KS0094ZZ – Dole CTHS – US District Courts Agency-Owned Equipment

Quantity	Old PM	New PM Guide #	Description
1	A-13-B	HVAC-ACR-04-B-1M	AC Unit, Special Purpose, Ceiling/Wall/Rolling
1	A-7-A	HVAC-AHU-04-BA-1M	AC Package Unit, Special Purpose, 10 tons or under

J.6.1.3.4 KS0094ZZ – Dole CTHS – DOD Agency-Owned Equipment

Quantity	Old PM	New PM Guide #	Description
1	A-7-B	HVAC-AHU-04-BB-1M	AC Package Unit, Special Purpose, over 10 tons

J.6.1.3.5 KS0094ZZ – Dole CTHS – Public Defenders Agency-Owned Equipment

Quantity	Old PM	New PM Guide #	Description
1	A-7-A	HVAC-AHU-04-BA-1M	AC Package Unit, Special Purpose, 10 tons or under

J.6.2 KS0085ZZ SSA Federal Building Equipment Inventory

J.6.2.1 KS0085ZZ – SSA Federal Building Equipment Inventory (GSA-Owned)

Quantity	Old GSA PM	New GSA PM Guide	Description
3	A-2	*HVAC-ACR-01*	Unitary, Heating and Cooling Unit
1	*B-2-A*	*HVAC-BLR-01-MA*	Boiler, Coal, Oil Or Gas *120 MBTU's or less*
1	B-3	*HVAC-BLR-03*	Burner, Gas
1	B-6	*HVAC-BLR-05*	Boiler, Instruments/Controls
1	C-2	*HVAC-DMP-01*	Dampers; Remote Air Intake Dampers
2	C-6	*CTRL-END-01*	Controls, Central System, HVAC (per device); CO2 Sensors
13	D-3	*PLMB-DRN-01*	Roof Drains, Downspout, and Gutter Inspection
4	D-4	*ARCS-DOR-02*	Door, Hydraulic, Electric or Pneumatic Operated
6	D-5	*ARCS-DOR-04*	Door, Main Entrance
15	E-30A	*ELEC-SWB-01A*	Switchboards Low Voltage (per cubicle)(Up to 600 volts)
16	E-31	*ELEC-NWP-01*	Network Protectors, 600V Class (air circuit breaker with specialized relays)
4	E-34	*ELEC-SWT-01*	Disconnects; High Voltage (Isolating Switch, Per Switch)
1	E-51	*ELEC-MCC-01*	Motor Starter, Less than 100 Hp
3	F-11	*FLSF-DOR-01*	Fire Doors, Stairwells and Exitways, Swinging
2	F-14	*FLSF-ALM-03*	Automatic Fire Detection, Smoke Detectors
16	F-22	*FLSF-FEX-02*	Fire Extinguisher, Stored Pressure with Gauge
16	F-22A	*FLSF-FEX-02*	Fire Extinguisher - Stored Pressure with Gauge (6 year test)
16	F-24	*FLSF-FEX-01*	Fire Extinguisher, Inspection (monthly)
2	*F-27-A*	*HVAC- FAN-01-A*	Fan, Centrifugal *Up to 5,000 CFM*
3	F-32	*HVAC-FLT-01*	Filter, Throw Away
6	*F-35-A*	*ELEC-LTG-02-A*	Lamping *(1) Lamp/(36"/48")*
11	*F-35-B*	*ELEC-LTG-02-B*	Lamping *(2) Lamps/48"*
158	*F-35-D*	*ELEC-LTG-02-D*	Lamping *(4) Lamps/48"*
28	F-38	*ARCS-STR-01*	Lightning Protection (per down conductor)
2	*H-1-A*	*PLMB-HWS-01-A*	*Hot Water Converter, Steam*
1	H-2	*PLMB-DWS-01*	Hot Water Heater, Gas
8	I-5	*HVAC-TMU-01*	Ceiling Hung Fan Powered VAV Box or VAV box (with or without heat)
32	*L-3-A*	*ELEC-LTG-03-A*	Lighting, Special Feature, interior

			Incandescent/Halogen
14	*L-4-A*	*ELEC-LTG-04-A*	Lighting, Special Feature, exterior *Incandescent/Halogen*
2	*P-4-A*	*HVAC-PMP-01-A*	Pump Centrifugal *1 to 24 hp*
59	R-2B	*ARCS-RFS-04*	Roof Inspection - Membrane Type (per 100 sq. ft.)
27	R-9	*HVAC-BSB-01*	Radiation Baseboards/Convectors (steam,hot water,or electric; per lineal foot)
1	S-8	*PLMB-PLB-02*	Strainer, Y-Type
Quantity	**Old GSA PM**	**New GSA PM Guide**	**Description**
1	T-1	*TANK-WTR-01*	Tank, Water (All Types)
3	U-1	*HVAC-UHT-01*	Unit Heater (Steam and Hot Water)
2	V-3	*PLMB-VLV-02*	Valve, Regulating
1	*V-5-A*	*PLMB-VLV-03-A*	Valve, Manually Operated *Main Line or Critical*
1	V-6	*HVAC-VLV-07*	Valve, Motor Operated
1	*V-9-A*	*PLMB-VLV-05-A*	Backflow Preventer *Up to 1½ inches*

J.6.2.2 KS0085ZZ – SSA Federal Building Equipment – Agency Owned Equipment (SSA)

Quantity	**Old PM**	**New PM Guide #**	**Description**
1	A-7-A	HVAC-AHU-04-BA-1M	AC Package Unit, Special Purpose, 10 tons or under

J.6.3 Government Owned Equipment

GENERAL SERVICES ADMINISTRATION **RECEIPT FOR PROPERTY**			RECEIVED FROM (Organizational Unit) General Services Administration Iowa Service Center			
STOCK NUMBER	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	COST
ST17292	Single Man Lift		1	EA		
IT IS UNDERSTOOD THAT I AM PERSONALLY ACCOUNTABLE FOR THE PROPERTY LISTED ABOVE AND THAT I SHALL BE HELD FINANCIALLY LIABLE FOR LOSS OR DAMAGE UNLESS OTHERWISE RELIEVED BY APPROPRIATE SURVEY ACTION						
SIGNATURE		ORGANIZATIONAL LOCATION		TELEPHONE		
APPROVED BY	SIGNATURE			DATE		
GENERAL SERVICES ADMINISTRATION		WHITE		**GSA** FORM **1025** (rev. 12-67)		
GENERAL SERVICES ADMINISTRATION **RECEIPT FOR PROPERTY**			RECEIVED FROM (Organizational Unit) General Services Administration Iowa Service Center			
STOCK NUMBER	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	COST

ST17292	Single Man Lift		1	EA		
IT IS UNDERSTOOD THAT I AM PERSONALLY ACCOUNTABLE FOR THE PROPERTY LISTED ABOVE AND THAT I SHALL BE HELD FINANCIALLY LIABLE FOR LOSS OR DAMAGE UNLESS OTHERWISE RELIEVED BY APPROPRIATE SURVEY ACTION						
SIGNATURE		ORGANIZATIONAL LOCATION		TELEPHONE		
APPROVED BY	SIGNATURE			DATE		
GENERAL SERVICES ADMINISTRATION		Pink		**GSA** FORM **1025** (rev. 12-67)		

J.7.0 Asbestos Operations and Maintenance Guidance

An Operations and Maintenance (O&M) program is a formulated plan of training, cleaning, work practices, and surveillance to maintain asbestos-containing materials (ACM) in good condition within buildings. The goal is to minimize exposure of all building occupants to asbestos fibers. This applies to facilities that may contain asbestos-containing materials (ACMs) that can be managed in place and do not require control and abatement procedures that are outside the scope of an O&M program. The following are some points about managing ACMs under an O&M Program:

Regulations:

There are several regulations that apply to asbestos O&M work:

- OSHA:
  - Safety & Health Regulations for Construction, Asbestos , 29 CFR 1926.1101
    - This defines Class III work and the requirements of the employer and employees performing the work.
- EPA:
  - Asbestos Hazard Emergency Response Act (AHERA), 40 CFR 763 Subpart E (763.91 & 763.92(a)(2))
    - This defines an O&M Program and the required training for maintenance and custodial workers, supervisors, and competent persons,
  - Asbestos School Hazard Abatement Reauthorization Act (ASHARA), 40 CFR 763, Appendix C
    - This directed EPA to increase the number of training hours required for the training disciplines under the Asbestos Model Accreditation Plan (MAP) and to expand the accreditation requirements to cover asbestos abatement projects in all public and commercial buildings in addition to schools.
  - National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61 – Subpart M (61.140 – 61.157)
    - Part of the Clean Air Act and include air quality regulations for a large number of hazardous airborne pollutants, including asbestos. The Asbestos NESHAP regulation addresses the reduction of potential exposure from asbestos for facilities undergoing renovation or demolition.
- DOT:
  - Hazardous Materials Regulations, 49 CFR Part 172
    - Handling, labeling, and shipping of environmentally hazardous materials, including asbestos

Class III Work:

Class III O&M activities are restricted to small-scale, short-duration work practices and engineering controls for tasks that result in the disturbance, dislodgment, or removal of asbestos in the course of performing repairs, maintenance, renovation, installation, replacement, or cleanup operations. The clarified meaning of the term "disturbance" is an activity that disrupts the matrix of ACM, crumbles or pulverizes ACM, or creates visible debris from ACM. In addition, Class III O&M activities include emergency repair operations involving ACM that were not planned, but result from a sudden, unexpected event, as well as asbestos inspection activities. In comparison, Class IV asbestos work means maintenance and custodial activities during which employees contact but do not disturb ACM, and activities to clean up dust, waste and debris resulting from Class I, II, or III activities.

Work practices under an O&M program are not intended for dedicated asbestos abatement, but rather to control disturbance of asbestos during repair, maintenance, or cleaning. These activities are by nature short in duration and small in scale. The amount of ACM disturbed by any O&M activity should be limited. No more than a glovebag or a disposal waste bag of material should be disturbed when performing maintenance procedures. These activities should be performed in accordance with generally recognized asbestos control techniques.

Class III O&M work activities must be overseen by a competent person, as defined by OSHA. The competent person is one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, and, for Class III and Class IV work, who is trained in a manner consistent with EPA requirements for training of maintenance and custodial staff (minimum 16 hours). This person must be onsite. All Class I, II, and III work must be conducted within regulated areas. Other operations must be conducted within regulated areas whenever airborne concentrations of asbestos exceed the OSHA Permissible Exposure Limit. Regulated areas must comply with the following requirements:

- Demarcation – Critical barriers, negative-pressure enclosures, and signs may all serve to demarcate the regulated area.
- Access – Only authorized persons shall enter regulated areas.
- Respirators – When respirators are required, all persons entering a regulated area must be supplied appropriate respirators.
- Prohibited Activities – The employer shall ensure that employees do not eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the regulated area.
- Competent Persons – The employer shall ensure that all asbestos work performed within regulated areas is supervised by a competent person.

A summary of the provision for Class III and Class IV work is provided in Appendix A. This was taken from the OSHA booklet "Asbestos Standard for the Construction Industry", OSHA 3096, 2002 (Revised).

Our Contract: The following are the requirements under Asbestos Management (C.5.5.8) of the O&M contract:

- The Contractor is expected to perform Class III and Class IV work, including emergency repairs and clean-up of asbestos debris from a release.
- The Contractor must become familiar with, comply with, and recommend any appropriate changes to the GSA Asbestos Management Plan (AMP) for the building. The most recent AMP is based on the latest survey from 2014. GSA will provide the updated document.
- The Contractor is required to develop a written Asbestos O&M Program that is fully compliant with OSHA requirements. This includes:
  - Specific practices and procedures for handling the ACM within the building;
  - A Respiratory Protection Program, which includes exposure data from air monitoring, medical clearance, fit testing, and training;
  - Proper employee training, 16-hour Asbestos O&M class for workers; Competent Person may require additional training from the initial 16-hour Asbestos O&M class; All must have an annual refresher training.

An example of a simplified O&M Program is attached as Appendix B. For the GSA contract only the Class III and Class IV work applies. Class I and Class II work is contracted to a licensed Asbestos Abatement company.

J.7.1 Appendix A: Quick Reference of Provisions for Class III and Class IV

	Class III	CLASS IV
Definition	Maintenance and repair operations disturbing material containing > 1% asbestos	Housekeeping and custodial cleanup of dust, waste, and debris from Class I, II, or III activities

Regulated Areas	Required (warning signs mandatory)	Required (warning signs mandatory)
Competent Person	•Must be onsite •Must inspect often •Must attend operational and maintenance training	•Must be onsite •Must inspect often •Must attend operational and maintenance training
Air Monitoring	•Initial if no NEA •Periodic to accurately predict if > PELs •Additional if conditions change **Note:** Terminate if < PELs	•Initial if no NEA •Periodic to accurately predict if > PELs •Additional if conditions change **Note:** Terminate if < PELs
Medical > Surveillance	Required if Wearing negative-pressure respirator, or > 30 days of work/year	Required if •Wearing negative- pressure respirator, or •> PEL for more than 30 days/year
• Respirators	• Mandatory if • No NEA, or • TSI or SM disturbed, or • > PEL, or • Dry removal (except for roofing), or • In emergencies	• Mandatory • In regulated area where required, or • If > PEL, or • In emergencies
Protective Clothing and Equipment	Required for all jobs if • •No NEA, or • •> PEL	Required for all jobs if • •No NEA, or • •> PEL
Training	Equivalent to AHERA course for maintenance and custodial staff	Equivalent to AHERA course for maintenance and custodial staff

Employee and Equipment Decontamination	> PEL or no NEA Equipment room/area required Impermeable drop cloths required Area must accommodate cleanup Must clean work clothes with HEPA vacuum before removal Must Decontaminate all PPE Must enter regulated area through equipment room/decon area Must enter regulated area through equipment room/decon area NEA must vacuum No smoking in work area	If cleaning up asbestos containing surfacing material or thermal system insulation debris from a Class I or III activity after the activity is finished •Equipment room/area required •Drop cloths required •Area must accommodate cleanup •Must clean work clothes with HEPA vacuum before removal •Must decontaminate all PPE •Must enter regulated area through equipment room/decon area No smoking in work area **Note:** If cleaning up dust, waste, and debris while a Class I, II, or III activity is still in progress, the requirements of that activity apply.
Generally Required Work Practices and Engineering Controls	•Wet methods •HEPA vacuum •Prompt cleanup/disposal	•Wet methods •HEPA vacuum •Prompt cleanup/disposal
Required Work Practices and Engineering Controls to Comply with PELs	•HEPA local exhaust •Enclosure •Directed ventilation •Other work practices •Respirators	•HEPA local exhaust •Enclosure •Directed ventilation •Other work practices •Respirators
Prohibited Work Practices and Administrative Controls	•High-speed abrasive disc saws without HEPA •Compressed air without capture device •Dry sweeping/shoveling	•High-speed abrasive disc saws without HEPA •Compressed air without capture device •Employee rotation

Controls and Work Practices	Critical barriers required • If no NEA • > PEL via monitoring •Impermeable dropcloths required •Local HEPA exhaust required **Note:** Enclosure or isolation of operation required if TSI or SM is drilled, cut, abraded, sanded, sawed, or chipped	See Generally Required Work Practices and Engineering Controls in this table

NEA = Negative Exposure Assessment PEL = Permissible Exposure Limit
TSI = Thermal System Insulation
SM = Surface Material
HEPA = High Efficiency Particulate Air filter

ChemTreat, Inc.
CORPORATE OFFICE: 4461 COX ROAD
GLEN ALLEN, VA 23060 • (804) 935-2000

COOLING WATER ANALYSIS FORM

CUSTOMER: OTS-IEI JV - Bob Dole Federal Bldg. DATE 5-4-20
ADDRESS: 500 State Avenue Kansas City, KS 66101

ATTN: James Miller

COPIES TO: Marcos Carbajal , Carlos Diaz

ANALYSIS	MAKE UP	COOLING TOWER		CHILLED WATER	
		TEST	LIMIT	TEST	LIMIT
pH	7.7	9	Record	10.8	Record
M Alkalinity					
Conductivity	867	1670	<1700	2062	
Inhibitor		0.35	0.7 - 1.2		
Micro Bio		0	<10^5		
Nitrite				400	300-600

COMMENTS

Condenser Water

- Tower system is up and running now with conductivity exactly where it needs to be to avoid scale while optimizing water usage.
- CL1455 inhibitor concentration is running low so I asked Carlos to increase the pump speed by 20% and re-evaluate.
- Microbio growth remains low so we have no concerns of bio fouling at this time.
- No other issues of note.

Chilled Water

- Nitrite corrosion inhibitor concentration remains adequate to minimize risk of leaks and piping failures from general corrosion.

Thanks for the opportunity to be of service and please call if you have any questions.

Technical Representative: **Miles Lacy**
Cell: 417-234-6236

ChemTreat, Inc.
CORPORATE OFFICE: 4461 COX ROAD
GLEN ALLEN, VA 23060 • (804) 935-2000

COOLING WATER ANALYSIS FORM

CUSTOMER: OTS-IEI JV - Bob Dole Federal Bldg. DATE 6-5-20
ADDRESS: 500 State Avenue Kansas City, KS 66101

ATTN: James Miller

COPIES TO: Marcos Carbajal , Carlos Diaz

ANALYSIS	MAKE UP	COOLING TOWER		CHILLED LOOP	
		TEST	LIMIT	TEST	LIMIT
pH	7.7	8.9	Record	10.8	>8.3
M Alkalinity	0				
Conductivity	882	1450	<2900	2063	Record
Inhibitor(PTSA)		1	0.7-1.2		
Micro Bio		0	<10^5	0	
Nitrite				360	300-600

COMMENTS

Condenser Water

- No major issues discovered with the tower water treatment program.
- Blowdown valve problems were corrected since my last visit so the controller is back in auto mode for controlling conductivity by blowdown.
- CL1455 inhibitor concentration is running in the proper range now since Carlos made the pump adjustment after my last visit.
- The conductivity probe is reading accurately most of the time but showed signs of variation when wiggling the probe wires. Carlos will keep an eye on this situation and replace the probe if it becomes troublesome.

Chilled Water

- Nitrite corrosion inhibitor concentration remains adequate to minimize risk of leaks and piping failures from general corrosion.
- No issues here.

Thanks for the opportunity to be of service and please call if you have any questions.

Technical Representative: **Miles Lacy**
Cell: 417-234-6236

ROBERT J. DOLE WARRANTY LOG:

2018 Dole FPD & ABAAS Project

Effective Date: 11-7-2018

Rand Construction Company

1428 West 9th Street

Kansas City, MO 64101

(816) 421-4143

CSI Division Section	Product	Location	Manufacturer's Warranty
087100 Doors, Frames & Hardware	Omega Door- Door, Frames, & Hardware	2nd floor FPD, 2nd floor public restrooms	Depends on series or products installed
096513 Flooring	Regents Flooring- Maintenance & Care Instructions	2nd floor FPD	Limited lifetime warranty against defects
102113 Toilet Partitions	Omega Door- Partitions O&M and Warranty	2nd floor public restrooms	3-years against manufacturer defects
102600 Wall Protection	Koroseal wall protection systems	2nd floor FPD	5-years against manufacturer defects
102813 Washroom Accessories	Omega Door- Washroom Accessories	2nd floor public restrooms	1-year against manufacturer defects
105200 Smoke Curtain	Overhead Door - Smoke Guard smoke curtain	2nd floor freight elevator lobby	1-year against manufacturer defects
123661 Solid Surface	Fabricor- Solid Surface Care Instructions and Warranty	2nd floor public restrooms	10-year limited product warranty
21 - FIRE PROTECTION	Sprinkler System		
224000 Plumbing Fixtures	Rand/ Windustrial- Water Chiller & Sink	2nd floor public restrooms	10-year against manufacturer defects
230713 Mechanical Insulation	Midland thermal mechanical insulation	2nd floor mechanical plumbing	Standard
230923 Controls	JCI - controls, sensors, as-built drawings	2nd floor FPD	Standard
233713 Sheet Metal	Barnes & Dodge - mechanical and ductwork as-built drawings	2nd floor FPD	Standard

238126 Mini-Split System	Innovative Tech Solutions - Liebert Mini-Split System and as-builts	2nd floor FPD	Standard
265119 Interior Lighting	Pro Electric- Lighting	2nd floor FPD	1,3 or 5 years depending on the type
270500 Voice/ Data	Pro Electric- Voice & Data	2nd floor FPD	1-year standard
280000 Fire Alarm	Pro Electric- Fire Alarm	2nd floor FPD	3 - year manufacturer
Project Warranty Letters	(variety of vendors)	2nd floor FPD and/or restrooms	(varies)
+ to the left to expand - to condense			

2011 Exterior Improvements

Effective Date: 12-2-2011

Stanger Industries

4911 Elmwood Ave.

Kansas City, MO 64130

(816) 861-2800

CSI Division Section	Product	Location	Manufacturer's Warranty
039900 Precast Concrete Restoration & Cleaning - #1	Pecora Sealant	Exterior pre-cast	20 year warranty #41554
039900 Precast Concrete Restoration & Cleaning - #2	Jahn M90/M90	Exterior pre-cast	(in above)
039900 Precast Concrete Restoration & Cleaning - #3	Prosco Ferrous Stain Remover	Exterior pre-cast	(in above)
039900 Precast Concrete Restoration & Cleaning - #4	Prosco Siloxand PD-Clean Masonry Sealer	Exterior pre-cast	(in above)
07243 Polymer-Based Insulation & Finish System - EIFS	Partex 534 Sand Fine stnd acrylic	Exterior pre-cast	(in above)
079200 Joint Sealants #1	Sonolastic NP-1	Exterior	Standard
079200 Joint Sealants #2	70 Duro EPDM Compound	Exterior	Standard
088000 Glazing #1	Wet Seal Silicon	Exterior	20 year warranty #41554
088000 Glazing #2	Wet Seal Silicon Colors	Exterior	Standard
099113 Polymer –Based Exterior Insulation & Finish Systems EIFS - Exterior Painting	Speedhide EXT Flat Plaster	Exterior	Standard
+ to the left to expand - to condense			

2009 ARRA Roof Project **Effective Date: 12-11-2009**

Rand Construction Company
1428 West 9th Street
Kansas City, MO 64101

(816) 421-4143

CSI Division Section	Product	Location	Manufacturer's Warranty
035210 Lightweight Insulating Concrete	Siplast Roof Insulation SYstems	Roof	10 year performance #39904
075552 Modified Bituminous Protected Membrane Roofing	Derbigum - Performance Roof System	Roof	20 year performance #8864
076200 Sheet Metal Flashing and Trim	Sellers & Marquis Roofing - Metal Paint Finish	Roof	20 year performance #06885
079200 Joint Sealants	Sonolastic NP-1	Roof	2 year workmanship warranty
110150 Fall Restraint Equipment	Sala Group fall restraint system	Roof	Standard
131000 Lightning Protection	Preferred Lightning Protection - Lightning Protection	Roof	Standard
136500 Photovoltaic System	Derbisolar ePGEN laminate PV system	South Roof	20 year performance #8864
+ to the left to expand **- to condense**			

FOR INFORMATIONAL PURPOSES ONLY

Information Can Be Found	Notes
TAB 2 of the project O&M Manual	
TAB 3	
TAB 4	
TAB 5	
TAB 6	
TAB 7	PM: (F-12A) or (FLSF-DOR01E), per NFPA 72, and per manufacturer's recommendation. Battery replacement every 3 years
TAB 8	
	Missing as of 1/4/19
TAB 8	
TAB 10	
TAB 11	
TAB 12	

FOR INFORMATIONAL PURPOSES ONLY

TAB 13	RWA required from FPD for maintenance
TAB 14	
TAB 15	
TAB 16	
TAB 17	

Information Can Be Found	**Notes**
2011 Exterior Improvements File	
(in above)	
(in above)	
(in above)	
(in above)	
(in above)	
(in above)	
(in above)	
(in above)	
(in above)	

Information Can Be Found	Notes
Lightweight Insulating Concrete folder	
Modified Bit. Roof Membrane folder	
Sheet Metal Flashing folder	
Joint Sealant folder	
Fall Restraint folder	
Lightning Protection folder	
PV System folder	7/26/17 e-mail notice of some PV system failures

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1. - AUTHORIZED NEGOTIATORS

The Offeror represents the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals: **(List names, titles, email address and telephone numbers of the authorized negotiators).**

_____

_____

K.2. - MINIMUM ACCEPTANCE PERIOD

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days

(d) In the space provided immediately below, Offerors may specify a longer acceptance period than the Government's minimum requirement.

The Offeror allows the following acceptance period: _____ calendar days.

(e) An offer allowing less than the Government's minimum acceptance period will be rejected.

(f) The Offeror agrees to execute all that it has undertaken to do, in compliance with its proposal, if that proposal is accepted in writing within— (1) The acceptance period stated in paragraph (c) of this clause; or (2) Any longer acceptance period stated in paragraph (d) of this clause.

K.3. - FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUN 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) *Definitions*. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.“Sensitive technology”—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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 veteransor, 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 concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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 (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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 least51 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.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It □ is, □ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that-

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products,*i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.

_____

_____

Country of Origin

_____

_____

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.

_____

_____

Country of Origin

_____
_____

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.

_____
_____

Country of Origin

_____
_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____

Country of Origin

_____
_____

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____

[*List as necessary*]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

[*List as necessary*]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that–

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that–

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:____.

(*Do not use a "doing business as" name*).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

K.4. - CERTIFICATION OF REQUIRED INSURANCE

(a) By authorized signature below, the offeror certifies that it has and will maintain as current at all times during the performance of this contract (to include any options that may be exercised) insurance coverage in the kinds and amounts specified below:
(1) Workers' Compensation and Employers' Liability - $100,000 minimum;
(2) General Liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence;
(3) Property damage $50,000 per occurrence; and
(4) (IF APPLICABLE) Automobile Liability - Shall be written on the comprehensive form of policy and provide for coverage of at least $200,000 per person, $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.
(b) The General Liability policy(ies) shall name "The United States of America, acting by and through the General Services Administration," as an additional insured with respect to operations performed under this contract. Should such insurance be canceled, the Contracting Officer will be given 30 days' notice prior to the effective date of cancellation.
(c) The Contractor agrees to insert the substance of this provision in all subcontracts hereunder.
(d) Specific data will be furnished by the Offeror if and when requested by the Contracting Officer.

Offeror certifies that it currently has the insurance in the nature and amount specified above as follows:

Name of Insurance Company: _____

Address of Insurance Company: _____

Policy Number: _____

Insurance Agent's Name: _____

Telephone No. of Agent: _____

_____
(Signature of authorized officer or employee and date)

_____
(Typed name and title of authorized officer or employee)

K. 5 - PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more provisions 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 these addresses: https://www.acquisition.gov/comp/far/index.html and https://www.acquisition.gov/comp/gsam/gsam.html

Number	Title
52.203-2	Certificate of Independent Price Determination
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions
52.203-18	Prohibition on Contracting with Entities that Require Certain International Confidentiality Agreements or Statements - Representation
52.204-17	Ownership or Control of Offer
52.204-20	Predecessor of Offeror
52.204-26	Covered Telecommunications Equipment or Services – Representation
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation
52.209-5	Certification Regarding Responsibility Matters
52.209-7	Information Regarding Responsibility Matters
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
52.212-1	Instructions to Offerors – Commercial Items
52.219-1	Small Business Program Representations
52.223-4	Recovered Material Certification
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals – Representation
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1. - FAR 52.212-1, INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449 , letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
(1) The solicitation number;
(2) The time specified in the solicitation for receipt of offers;
(3) The name, address, and telephone number of the offeror;
(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
(5) Terms of any express warranty;
(6) Price and any discount terms;
(7) “Remit to” address, if different than mailing address;
(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
(9) Acknowledgment of Solicitation Amendments;
(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
(11) If the offer is not submitted on the SF 1449 , include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.
(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
(f) Late submissions, modifications, revisions, and withdrawals of offers.
(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
(C) If this solicitation is a request for proposals, it was the only proposal received.
(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
(g) *Contract award (not applicable to Invitation for Bids*). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
(i) Availability of requirements documents cited in the solicitation.
(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation

may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
(i) ASSIST (https://assist.dla.mil/online/start/).
(ii) Quick Search (http://quicksearch.dla.mil/).
(iii) ASSISTdocs.com (http://assistdocs.com).
(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);
(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
(j) *Unique entity identifier*. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.
(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.
(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award;
(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2. - SUBMISSION OF PROPOSALS

The instructions below provide guidance for the preparation and submission of proposals. The purpose is to establish requirements for the format and content so proposals are complete, contain all essential information, and can be evaluated equitably.

Offerors shall submit the technical and price proposals, prepared in conformance with the solicitation requirements. The content of the proposals shall be submitted in two (2) severable parts. The proposal shall contain two files: one file named "**Technical Proposal**" and one file named "**Price Proposal**." The Technical Proposals shall not contain any pricing information.

Offerors are responsible for ensuring their proposal and Past Performance Surveys are received at the Contracting Office by the required due date/time. Offerors may contact LJ to verify Contracting Office receipt of their proposal and Past Performance Surveys.

Submit Proposals to:
General Services Administration
Lauree Jean (LJ) Morris, Contract Specialist
lauree.morris@gsa.gov

Date/Time for Receipt of Questions: no later than September 18, 2020 at 2:00 p.m. CDT.
Submit all questions in writing to lauree.morris@gsa.gov.
Date/Time for Receipt of Proposals: no later than October 30, 2020 at 2:00 PM CDT.

L.2.1. Information To Be Included In Technical Proposal
In order to receive consideration in the technical evaluation process, the Offeror's technical proposal must address all of the areas outlined in Section M, Item M.2. Simply repeating or paraphrasing the Statement of Work/Specifications is not acceptable.

Offerors shall submit proposals that are acceptable without additional explanation or information. The Government may request additional information from Offerors of proposals and may discuss proposals with the Offerors. However, award may be made without discussion or negotiation of proposals.

PAST PERFORMANCE SURVEYS
Three past performance surveys (see M.9) are required as part of the technical package. It is the Offeror's responsibility to ensure that a survey response from each of the Offeror's three references is provided directly to the Contracting Office in accordance with M.9 instruction. Three (3) past performance surveys must be included from three (3) different contracts. The same contracts used for the experience references submitted under the Work Experience Factor shall be used for the Past Performance Factor. If more than three references are submitted, the Government will only evaluate the first three references submitted.

If less than three references are submitted, the Offeror will be scored zero for those references unsubmitted. In the event an Offeror without a record of relevant past performance is not available, the Offeror will be rated neutral.

L.2.2. Information To Be Included In Price Proposal

The contents of the Price Proposal shall consist of:

1. Signed copies of the Standard Form 1449
2. Completed pricing information in Section B of the solicitation
3. All of Section K
4. Signed copies of all amendment(s) (if any)

Offerors are reminded that Block 12 of the Standard Form 1449, Solicitation/Contract/Order for Commercial Items, is to be used to offer prompt payment discounts. Payment terms are set forth in the Prompt Payment Clause of this

solicitation. Offerors are cautioned against inserting any statement in Block 12 that indicates that payment is due sooner than the time stipulated in the Prompt Payment Clause. Example: Inserting "net 20" in block 12 will cause the offer to be rejected as nonresponsive, because the entry would be contrary to the 30 day payment terms specified in the Prompt Payment Clause.
Prior to award offeror must be registered in the System For Award Management (SAM) database at http://www.sam.gov.

L.3. - FAR 52.237-1, SITE VISIT

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.4. - INSPECTION OF THE FACILITY (SITE VISIT)

Offerors are encouraged to attend a site visit at each location, that begins at the Robert J. Dole CH, 500 State Avenue, Kansas City, KS. **Due to COVID-19 constraints/precautions, tours will be given on first call, first served basis. Offerors must contact Roger Foster at (913) 333-5160 in advance to confirm your attendance at one of the scheduled tours.** No tours will be held at individual requests and those not on the pre-approved participant list will not be able to attend. Tours are only available at the dates and times stated below. Offerors must retain form (M.10) after the site visit and return the original signed form with proposal.

SPECIAL NOTICES: Due to COVID-19, please note the following:

(a) Site Visit tours are limited to a total of 7 participants. Offerors must be on the pre-approved list in order to attend (first call, first-served basis).

(b) All participants MUST bring their own face mask in order to participate in the tour.

(c) Face masks must be worn at all times during the tour.

(d) Participants are encouraged to practice social distancing as practicable during the tour.

(e) Participants are subject to a COVID Health Questionnaire (may be written or verbal) immediately prior to the tour.

TOUR DATES/TIMES:
Monday, September 14, 2020 at 9:00 AM CDT
Monday, September 14, 2020 at 1:00 PM CDT.
Tuesday, September 15, 2020 at 9:00 AM CDT.
Tuesday, September 15, 2020 at 1:00 PM CDT.

It will be the responsibility of the offeror to inspect the site, determine the quantity of service involved, compare the specifications with the work to be done, verify conditions, including other work, if any, being performed. Failure to do so will in no way relieve the successful offeror from the necessity of furnishing any materials or performing any work that may be required to carry out the contract in accordance with the true intent and meaning of the specifications without additional cost to the Government.

Section L – Note 1: Form M.10, Site Inspection Verification Form completed and submitted under solicitation 47PG0120R0006 will be accepted in lieu of an additional site visit requirement under this solicitation. However, the completed M.10 forms must be included in the Technical Proposal for this solicitation.

L.5. - FAR 52.216-1, TYPE OF CONTRACT

The Government contemplates award of a Commercial Item, Performance Based, Firm Fixed Price, Requirements type contract resulting from this solicitation.

L.6. - FAR 52.233-2, SERVICE OF PROTEST

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Contracting Officer, General Services Administration, Services Acquisition Branch (6P1QC), 2300 Main Street, Kansas City, MO 64108.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing with the GAO.

L.7. - NOTICE TO JOINT VENTURES/TEAMING

If an Offeror will be submitting a proposal under a joint venture, the joint venture's or teaming arrangement legal name shall be registered in SAM and possess a Data Universal Numbering System (DUNS) number. In addition, the joint venture's legal name shall be clearly printed in Block 17a of the SF1449 when submitting the proposal package.

The proposal must clearly state who the prime Contractor will be for the joint venture. The prime Contractor shall perform the work awarded under this contract as prescribed under FAR 52.219-30 (DEVIATION 2019-06). In addition, a copy of the executed joint venture agreement shall be on file with the Contracting Office prior to award.

L.8 – PROVISIONS INCORPORATED BY REFERENCE

Number	Title
52.204-7	System for Award Management
52.204-16	Commercial and Government Entity Code Reporting
52.204-22	Alternative Line Item Proposal
52.207-1	Notice of Standard Competition
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29
52.215-1	Instructions to Offerors – Competitive Acquisition
52.232-13	Notice of Progress Payments
52.232-28	Invitation to Propose Performance-Based Payments
52.232-38	Submission of Electronic Funds Transfer Information with Offer

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. - FAR 52.212-2, EVALUATION—COMMERCIAL ITEMS

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Evaluation Factors	**Weight**
(1) Experience	
(a) Work Experience	15
(b) EMCS Experience	10
(c) CMMS Experience	5
(d) Building Analytics Experience	5
(2) Past Performance	10
(3) Technical/Inspection	
(a) Preventive Maintenance Program	15
(b) Project Manager/Supervisor	15
(c) Personnel	10
(d) Quality Control Plan	10
(4) Site Visit	5

In order to receive maximum consideration in the technical evaluation process, Offerors' Technical Proposals **MUST** address all of the areas outlined below.

Technical and past performance, when combined, is significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.2. - TECHNICAL PROPOSALS

In order to receive maximum consideration in the technical evaluation process, the Offeror's technical proposal **MUST** address all of the areas outlined below. Technical proposals are evaluated in accordance with Federal Acquisition Regulation (FAR) Subpart 15.3 procedures.

FACTOR 1 - WORK EXPERIENCE

SUB-FACTOR 1(A) - WORK EXPERIENCE (FORM M.8)

Description: To receive consideration for award, the offeror shall submit three different experience references as the Prime Contractor of current and/or previous operations and mechanical maintenance services contracts on **Form M.8**. All three references shall contain a list of equipment that has been maintained under the referenced contract. All three references provided shall be comparable to office space and should identify similar types of mechanical services requested by the Government in this solicitation. Spaces not considered are (1) dormitory type space, (2) warehouse space, (3) border station space, and (4) base housing.

At least one of the three references shall demonstrate three years of continuous, completed service within the last five years from the solicitation closing date.

At least of one of the three references shall consist of a single building, within the continental United States whose gross square feet (GSF), is at least 200,00 GSF. The single building can be part of a larger complex. If the reference provided manages multiple buildings, the GSF must be provided for each building and demonstrate that one of the building meets the required GSF by itself.

Section M – Note 1: "Similar" is defined as the Contractor having performed essentially the same functions, responsibilities and controls required under this solicitation.

Section M – Note 2: The three work experience references provided must be the same three contracts as those submitted for Factor 2 – Past Performance.

Section M – Note 3: When proposing a joint venture/teaming arrangement, the experience referenced may be submitted on the behalf of either company. Clearly identify which company.

Standard For Evaluation:
The standard is met when the offeror:

- Submits three different experience references as the Prime Contractor of current and/or previous operations and mechanical maintenance services contracts, utilizing Form M.8; and
- Each of the three experience references contains a list of equipment that has been maintained under the referenced contract; and
- All three references are comparable to office space and identify similar types of mechanical services requested by the Government in this solicitation. Spaces not considered are (1) dormitory type space, (2) warehouse space, (3) border station space, and (4) base housing; and
- At least one of the three references shall demonstrate three years of continuous, completed service within the last five years from the solicitation closing date; and
- At least of one of the three references shall consist of a single building, within the continental United States whose gross square feet (GSF), is at least 200,00 GSF. The single building can be part of a larger complex. If the reference provided manages multiple buildings, the GSF must be provided for each building and demonstrate that one of the building meets the required GSF by itself.

Value Added for Sub-Factor 1(a) – Work Experience:
The offeror shall be more favorably evaluated based upon the following: (1) more than one of the three references contains a single building that is 200,000 GSF or more, (2) additional years of continuous completed service on similar projects greater than the three years within five years of the solicitation closing date, and (3) equipment and services provided in referenced projects are above the standards specified in this solicitation.

SUB-FACTOR 1(B) – BAS/EMCS EXPERIENCE

Page Limit – 2 pages, single sided, single spaced, Times New Roman Font 10, Paper size 8 ½ x 11.

Description: The offeror shall provide a narrative to identify his/her experience with Metasys Building Automations System (BAS) Energy Management Control System (EMCS) or similar system. The narrative shall also identify either the formal training on the system and/or, the length (including dates) and locations of any hands-on experience. The offeror shall provide a current point of contract (POC) that can verify offeror's BAS/EMCS experience (name, phone number, and email).

BAS/EMCS experience shall be for a continuous period of at least two years completed in the past five years of the solicitation closing date.

Standard For Evaluation:
The standard is met when the Offeror:

- Submits a narrative (with contract number if applicable) to identify their experience with Metasys Building Automation system or similar BAS system; and
- The narrative includes the name of the system, applicable formal training on systems, and/or the length (including dates) and location of any hands-on experience, and a current POC that can verify offeror's BAS/EMCA experience (name, phone number, and email); and
- The BAS/EMCS experience, or similar system, shall be for a continuous period of at least two years completed within the last five years from the solicitation closing date.

Value Added for Sub-Factor 1(B) – BAS/EMCS Experience:
The Offeror will be more favorably evaluated for additional years of experience, greater than the two years within the last five years of the solicitation closing date is demonstrated.

SUB-FACTOR 1(C) - CMMS EXPERIENCE

Page Limit – 2 pages, single sided, single spaced, Times New Roman Font 10, Paper size 8 ½ x 11.

Description: The Contractor shall provide a narrative to identify his/her experience with IBM Tivoli Maximo Asset Management Computerized Maintenance Management Systems (CMMS), or similar system. The narrative shall also identify any formal training on the system and/or; the length (including dates) of any hands-on experience. The offeror shall provide a current point of contract (POC) that can verify offeror's CMMS experience (name, phone number, and email).

CMMS or similar system experiences shall be for a continuous period of at least two years completed in the past five years of the solicitation closing date.

Standard For Evaluation:
The standard is met when the Offeror:

- Submits a narrative to identify their experience with IBM Tivoli Maximo Asset Management Computerized Maintenance Management Systems (CMMS) or similar system; and
- The narrative includes the includes the name of the system, applicable formal training on systems, and/or the length (including dates) and location of any hands-on experience, a current POC that can verify offeror's CMMS experience (name, phone number, and email); and
- The CMMS experience, or similar system, shall be for a continuous period of at least two years completed within the last five years from the solicitation closing date.

Value Added for Sub-Factor 1(c) – CMMS Experience:
The Offeror will be more favorably evaluated based upon the following: (1) the submitted experience is IBM Tivoli Maximo (Maximo); and/or (2) additional years of Maximo experience, greater than the two years within the last five years of the solicitation closing date is demonstrated.

SUB-FACTOR 1(D) – BUILDING ANALYTICS EXPERIENCE

Page Limit – 2 pages, single sided, single spaced, Times New Roman Font 10, Paper size 8 ½ x 11.

Description: The Contractor shall provide a narrative to identify his/her experience with GSALink building analytics system, or similar system, including any formal training on systems and/or; the length (including dates) and locations of any hands-on experience.

GSALink or similar system experience shall be for a continuous period of at least two years completed in the past five years from solicitation closing date.

Standard For Evaluation:
The standard is met when the Offeror:

- Submits a narrative to identify their experience with GSALink building analytics system, or similar system; and
- The narrative includes the includes the name of the system, applicable formal training on systems, and/or the length (including dates) and location of any hands-on experience; and
- The GSALink, or similar system, experience, shall be for a continuous period of at least two years completed within the last five years from the solicitation closing date.

Value Added for Sub-Factor 1(d) – GSALink Experience:
The Offeror will be more favorably evaluated based upon the following: (1) the provided experience is GSALink, not a similar system, and/or (2) the provided experience demonstrates additional years of experience, greater than the two years within the last five years of the solicitation closing date; and/or (3) the provided experience includes GSALink version 2.9.

FACTOR 2 - PAST PERFORMANCE

Description: This factor considers the quality of the Offeror's past performance including, but not limited to, the quality of service, timeliness of performance, cost control, business relations and customer satisfaction, for the **same three contracts/projects** submitted via Form M.9, in response to Sub-Factor 1(a) - Work Experience.

The Offeror shall submit three M.8, Work Experience forms. The three M.8 forms shall match the references provided under form M.9, Past Performance Survey. Each Offeror will be evaluated on their performance under current and prior contracts for similar services. To receive maximum consideration for award, the past performance surveys (form M.9) must indicate good or better for each evaluation factor in the performance level chart on the past performance survey, no significant or recurring deficiencies, no unnecessary proposal submissions to increase contract cost, and "yes" to both backup staffing and willingness to contract with the Offeror again.

If more than three surveys are submitted, the Government will only evaluate the first three surveys received.

Section M – Note 4: "Similar" is defined as the Contractor having performed essentially the same functions, responsibilities and controls required under this solicitation.

The Government reserves the right to contact individuals and firms from whom you have obtained evaluations pertaining to your past/current performance. The Government may utilize information obtained from any other sources as well, including the Contractor Performance Assessment Reports, (if applicable). The information obtained will be used for both the Past Performance evaluation and the overall best value decision.

Standard For Evaluation: The standard is met when each of the three references provided (form M.9) demonstrates the Offeror's performance is for similar contracts AND indicates good or better for each evaluation factor in the performance level chart on the Past Performance Survey, with no significant or recurring deficiencies, no unnecessary proposals to increase contract cost, and "yes" to both backup staffing and willingness to contract with the Offeror again.
Value Added for Factor 2 - Past Performance:
Offerors will be evaluated more favorably for performance levels indicating "very good" or "excellent" for any evaluation factor in the performance level chart on the Past Performance Survey.

FACTOR 3 - TECHNICAL/INSPECTION

SUB-FACTOR 3(A) - PREVENTIVE MAINTENANCE PROGRAM

Format - single sided, single spaced, Times New Roman Font 10, Paper size 8 ½ x 11.

Description: This sub-factor evaluates the Offeror's narrative detailing their Preventive Maintenance Program. The offeror's narrative should provide consideration for each of the following elements:

- all annual contract requirements including, but not limited to, a breakdown of each task which should reference the GSA 2018 PM Guides, industry standards (RS Means) or manufacturers' recommendations for preventative maintenance,
- lists the labor hours per task,
- lists the total amount of annual labor hours for the entire program,

The narrative shall also explain:

- how deficiencies are identified and corrected by the Contractor,
- how Contractor will prevent similar deficiencies from recurring,
- how the Contractor will maximize scheduling efficiencies in the PM Program

Standard For Evaluation: The standard is met when Offeror submits a narrative of their PM program:

- explaining all annual contract requirements including, but not limited to, a breakdown of each task which should reference the GSA 2018 PM Guides, industry standards (RS Means) or manufacturers' recommendations for preventative maintenance,
- lists the labor hours per task,
- lists the total amount of annual labor hours for the entire program,

The narrative shall also explain:

- how deficiencies are identified and corrected by the Contractor,
- how Contractor will prevent similar deficiencies from recurring,
- how the Contractor will maximize scheduling efficiencies in the PM Program

SUB-FACTOR 3(B) - PROJECT MANAGER

Format: 3 pages, single sided, single spaced, Times New Roman Font 10, Paper size 8 ½ x 11.

Description: This sub-factor evaluates the Offeror's proposed project manager/supervisor (through a detailed resume). The proposed project manager/supervisor must have at least five (5) continuous **completed** years out of the past seven (7) years of supervisory experience in directing operation, maintenance and repair of a facility and/or building(s) equipment and systems of the approximate size (**200,000** GSF), including characteristics of the facility and/or building(s) to be operated, repaired and maintained under this contract with **an independent authority to authorize repairs** equal to at least **$2,500 per item, per instance in value, per location.** Include current phone numbers and names for each position held.

Section M – Note 5: *If a designated project manager is not currently on staff, the Offeror may provide a sample standard skillset in resume format that demonstrates both the Government's minimum requirements and any Offeror specific minimum requirements for this position (i.e. requirements used for hiring candidate: job announcement language; required certifications/training; minimum education level; number of years' experience, etc.).*

Standard For Evaluation: The standard is met when the Contractor provides resume including ALL of the following:

1) A Contractors' proposed project manager/supervisor candidate qualifications who has at least five (5) **continuous completed years out of the past seven (7) years of supervisory experience** in directing operation, maintenance

and repair of a facility and/or building(s) equipment and systems of the approximate size (**200,000** GSF), including characteristics of the facility and/or building(s) to be operated, repaired and maintained under this contract,
2) The Contractor's proposed project manager has **an independent authority to authorize repairs** equal to at least **$2,500.00 per item, per instance in value, per location.**

3) The Contractor's proposed project manager has documented at least one year of verifiable experience of IBM Tivoli Maximo Asset Management CMMS Version 7.5, or similar system. Or provide a certificate of basic IBM Tivoli Maximo Asset Management CMMS Version 7.5 or similar system training;

4) The Contractor's proposed project manager has documented at least one year of verifiable experience of Metasys Building Automations System (BAS), or similar system. Or provided a certificate of basic Metasys Building Automations System (BAS), or similar system training.

SUB-FACTOR 3(C) – PERSONNEL

Format - single sided, single spaced, Times New Roman Font 10, Paper size 8 ½ x 11.

Description: This sub-factor evaluates the Offeror's narrative which proposes the number, type and job duties of personnel; the types of **qualified** subcontractors the Contractor proposes to use to complete work their employees will not perform in-house; and a proposed roster showing what times all staff will be on-site at the building to fully meet coverage requirements under this solicitation.

Standard For Evaluation: The standard is met when the Offeror submits ALL of the following:

1. A narrative identifying the number, type and job duties of proposed personnel.

   a). Personnel shall be experienced to the level required in the solicitation with a minimum of 3 years of recent (within the last 5 years) experience and cover the various disciplines of work (electrical, plumbing and pipefitting, HVAC, and specialty work such as fire alarm and suppression maintenance, pressure vessel inspection, etc) mentioned in the solicitation.

2) The types of **qualified** subcontractors the Contractor proposes to use to complete work their employees will not perform in-house.

3) A proposed roster showing what times all staff will be on-site at the building.

SUB-FACTOR 3(D) - QUALITY CONTROL PLAN

Description: This sub-factor evaluates the Offeror's narrative about their Quality Control Plan (QCP). This narrative shall contain: name and job title of work leader, frequency and breadth of inspections, contractor's response to unacceptable inspections, and the contractor's proposed interaction with both the GSA and building tenants.

Standard For Evaluation: The standard is met when the Offeror submits a general plan proposing at least a work leader who will inspect daily, weekly and monthly scheduled work on at least a random basis and less frequently scheduled work on a 100% basis.
The breadth of inspection which clearly address and involve different people at each level than the person doing the work are value added. Work not meeting acceptable levels should be addressed including, but not limited to, how unacceptable work is identified, how worker caused unacceptable work and repeat failures are addressed.

A narrative of how the cause of unacceptable work is researched, corrected, documented, and the options used to address worker caused unacceptable work and repeat failures are value added.

Tenants should, at a minimum, be given feedback on the final disposition of complaints. A thorough descriptive narrative of the method(s) utilized to communicate with tenants are value added.

Corrections made as a result of GSA quality assurance inspections are documented. A narrative that clearly and completely documents with example(s) of how deficiencies will be corrected is value added .

The Offeror should address how the inspection results are reported and communicated back to GSA; the provision of a detailed process and the forms or documents used for the inspections and reports are value added.

FACTOR 4 - SITE INSPECTION (Form is contained in M.10)

Description: This factor evaluates the Offeror's commitment to this contract for visiting each facility during one of the scheduled site inspection dates/times. The Offeror shall submit a completed M.10, Site Inspection Verification Form with the Technical Proposal. The Offeror will be given full value for attending a site visit at each location or zero value if they do not attend a site visit at each location.

Standard For Evaluation: The standard is met when the Offeror submits a completed M.10, Site Inspection Verification Form (M.10) AND whose attendance is verified by the Government's record of attendance that demonstrates site visit attendance at each location. M.10 forms submitted under solicitation 47PG0120R0006 shall be accepted.

M.3. - PRICE EVALUATION

For evaluation purposes, a total evaluated price will be computed utilizing the following formulas. The base and all options contract price for each offer will be determined based on the price sheets as follows:

The base period contract price for each offer will be determined based on the Price Sheets as follows: Base Period I: (12 Months):
Item 0001 - Basic O&M Services Dole multiplied by 12 months.
Item 0002 – Basic O&M Services SSA multiplied by 12 months
Item 0003 - Providing O & M services after normal duty hours multiplied by 250 hours.
Item 0004 - Providing Maintenance Repair services beyond contract requirements during normal duty hours multiplied by 250 hours.
Item 0005 - Providing Maintenance Repair services beyond contract requirements after normal duty hours multiplied by 100 hours.
Item 0006 - Estimated Material value needing handling of $60,000.00 times bid %.
Item 0007 - Estimated Subcontracting value needing management of $100,000.00 times bid %.
Item 0008 – Providing O&M Services for USMS agency owned equipment SSA multiplied by 12 months
Item 0009 – Providing O&M Services for US Attorneys agency owned equipment SSA multiplied by 12 months
Item 0010 – Providing O&M Services for US District Court agency owned equipment SSA multiplied by 12 months
Item 0011 – Providing O&M Services for DOD agency owned equipment SSA multiplied by 12 months
Item 0012 – Providing O&M Services for Public Defenders agency owned equipment SSA multiplied by 12 months
Item 0013 – Providing O&M Services for SSA agency owned equipment SSA multiplied by 12 months

The total evaluated price for the base period will be the sum of items 0001 through 0013.

The Option I through IV contract price for each offer will be determined based on the Price Sheets as follows:

Option Periods: (12 Months):
Item 1001 - Basic O&M Services Dole multiplied by 12 months.
Item 1002 – Basic O&M Services SSA multiplied by 12 months
Item 1003 - Providing O & M services after normal duty hours multiplied by 250 hours.
Item 1004 - Providing Maintenance Repair services beyond contract requirements during normal duty hours multiplied by 250 hours.
Item 1005 - Providing Maintenance Repair services beyond contract requirements after normal duty hours multiplied by 100 hours.

Item 1006 - Estimated Material value needing handling of $60,000.00 times bid %.
Item 1007 - Estimated Subcontracting value needing management of $100,000.00 times bid %.
Item 1008 – Providing O&M Services for USMS agency owned equipment SSA multiplied by 12 months
Item 1009 – Providing O&M Services for US Attorneys agency owned equipment SSA multiplied by 12 months
Item 1010 – Providing O&M Services for US District Court agency owned equipment SSA multiplied by 12 months
Item 1011 – Providing O&M Services for DOD agency owned equipment SSA multiplied by 12 months
Item 1012 – Providing O&M Services for Public Defenders agency owned equipment SSA multiplied by 12 months
Item 1013 – Providing O&M Services for SSA agency owned equipment SSA multiplied by 12 months

The total evaluated price for Option I - IV will be the sum of items 1001 through 4013.

Six Month Extension: The six month option to extend will be evaluated by totaling the prices for Option Period IV (items 4001 - 4013) and dividing the result by two (2).

TOTAL EVALUATED PRICE:
The total evaluated price for the Base Period, four (4) Option Periods, and six month extension period will be added together to determine the total evaluated price for each Offeror.

The Government reserves the right to accept or reject the line item prices when awarding the contract.

THE ABOVE FORMULA IS TO BE APPLIED BY THE GOVERNMENT, NOT THE CONTRACTOR.

Section M – Note 6: The Government may determine an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

Section M – Note 7: The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

The Government intends to evaluate proposals and award a contract without discussions with Offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the CO to be necessary.

The Government may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the offer.

M.4. - FAR 52.217-5, EVALUATION OF OPTIONS

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.5. - WRITTEN NOTICE OF AWARD

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the Offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

Prior to award Offeror must be registered in the SAM (System for Award Management) database at http://www.sam.gov.

M.6. - IN THE EVENT OF EMERGENCY

If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

M.7. - SPECIAL STANDARD(S) OF RESPONSIBILITY

In accordance with FAR 9.104-2, the following standards of responsibility must be met prior to contract award. Failure to meet these standards will result in an offeror being determined ineligible for award.

A detail, site specific Quality Control Plan (QCP) must be submitted, reviewed and accepted prior to NTP of a contract. The QCP must conform to the minimum requirements specified in Section C.

Offerors must quote a price for all line items for the base period and all additional option periods (see Section B). Failure to quote a price for all line items will be cause for rejection of the bid/offer.

Any discounts offered will not be considered in the evaluation of bids/offers.

Do not include any allowance for any contingency to cover increased costs for which adjustment are provided for under the price adjustment clause, FAR 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment.

M.8. - WORK EXPERIENCE

CONTRACT IDENTIFICATION:

Contractor Name: _____

Contract Number: _____

Agency/Company Name: _____

Agency/Company Contact Name and Phone Number
(Contracting Officer and Building Manager): _____

_____

Contract Type: _____

Period of Performance (M/D/Y): From _____ To _____

Square Footage of Buildings: _____

Type of Space Serviced: _____

Annual Contract Value: $_____

Total Contract Value (including options): _____

DESCRIPTION OF CONTRACT:

Briefly describe all equipment maintained and services provided under this contract.

_____

_____

_____

_____

_____

_____

_____

M.9. - PAST PERFORMANCE SURVEY - PAGE 1 OF 2

A completed survey shall be considered confidential information and may not be seen or reviewed by the Contractor/Offeror. A copy of the completed survey shall not be included in the offeror's proposal. This form shall be sent by prospective offerors to three (3) references and shall be filled out completely by the reviewer.

The reviewer shall submit the Past Performance Survey via email directly to the Contract Specialist at lauree.morris@gsa.gov**.** Offerors shall not be Carbon Copied "CC" or Blind Copied "BC" in the email sent to the Contract Specialist.

Note to Reviewer: Failure to submit the Past Performance Survey (this form) by October 30, 2020 at 2:00 p.m. CDT negatively impacts the Offeror.

CONTRACT IDENTIFICATION:

Contractor Name: _____

Contract Number: _____

Agency/Company Name and location: _____

_____

RESPONDENT IDENTIFICATION (please print):

Name: _____

Title: _____

Address: _____

Telephone: _____

Email address: _____

PAST PERFORMANCE SURVEY - PAGE 2 OF 2

Please check the level of the Contractor's overall performance in each of the business management factors listed below. Check "N/A" if the factor does not apply to the contract being rated.

EVALUATION FACTOR	**PERFORMANCE LEVEL**					
	Excellent	**Very Good**	**Good**	**Fair**	**Poor**	**N/A**
1. Quality, accuracy & timeliness of required documentation (submittals, insurance, schedules, etc.)						
2. Communicating & interfacing with contract administrators and tenants						
3. Compliance with contractual schedules and requirements						
4. Responsiveness to emergency situations						
5. Response time to deficiencies cited						
6. Effectiveness of Quality Control Program						
7. Effectiveness of Project Manager/Supervisor						
8. Follow-up to complaints						
9. Adequate staffing during Contract Start-Up/Transition						
10. Overall rating of the Contractor's performance						
11. Were there any significant or recurring deficiencies?	No		Yes If yes, please explain:			
12. Did the Contractor submit unnecessary proposals, which would increase the cost of the contract?	No		Yes If yes, please explain:			
13. Did the Contractor have backup staff for sickness and vacations when needed?	Yes		No If no, please explain:			N/A
14. Would you award to this Contractor again?	Yes		No If no, please explain:			

*Please comment on all Fair and Poor ratings given, or on any other ratings, as desired.

COMMENTS:

_____
_____
_____
_____
_____
_____

Respondent's Signature: _____ Date: _____

M.10. - SITE INSPECTION VERIFICATION FORM

Offeror is responsible for taking this form to the site visit and for requesting the GSA Representative guiding the building tour to sign the form. Offeror must retain this form after the site visit and return the original signed form with proposal. (See Section L for site visit date and time.)

LOCATION: Robert J. Dole Courthouse, 500 State Avenue, Kansas City, KS

DATE OF SITE VISIT: _____

CONTRACTOR NAME: _____

CONTRACTOR REPRESENTATIVE NAME: _____

GSA REPRESENTATIVE NAME: _____

GSA REPRESENTATIVE SIGNATURE: _____

LOCATION: Social Security Administration Federal Building, 850 Nebraska, Kansas City, KS

DATE OF SITE VISIT: _____

CONTRACTOR NAME: _____

CONTRACTOR REPRESENTATIVE NAME: _____

GSA REPRESENTATIVE NAME: _____

GSA REPRESENTATIVE SIGNATURE: _____

THIS FORM MUST BE RETURNED WITH YOUR TECHNICAL PROPOSAL.