

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER D-9-D9-35-DE-L47 000		PAGE 1 OF 141	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER TIRNO-09-R-00018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Saxton III, Ross				b. TELEPHONE NUMBER (No collect calls) 202-283-1420	
9. ISSUED BY Mr. Ross Saxton III Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR NAICS: 238220 SIZE STANDARD: \$14M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700) ☐		13b. RATING	
						14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP	
15. DELIVER TO IRS/ENTERPRISE COMPUTING CENTER ATTN: FRANK HORAN 250 MURALL DRIVE, MAIL STOP #2225 KEARNEYSVILLE, WV 25430				16. ADMINISTERED BY Mr. Ross Saxton III Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745			
17a. CONTRACTOR/OFFEROR TO ALL OFFERORS		18a. PAYMENT WILL BE MADE BY IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 254-3300 Beckley, WV 25802					
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
0001	BASE PERIOD December 1, 2009 – September 30, 2010 BASIC SERVICES – The contractor shall provide facilities operations and maintenance services as described in the Performance Work Statement (PWS). This line item includes pricing or all work to be performed except for additional services performed under CLINS for Additional Services. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			10.00	MO	_____	_____
25. ACCOUNTING AND APPROPRIATION DATA						29. 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 ☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						☒ ARE ☐ ARE NOT ATTACHED. ☐ ARE ☐ ARE NOT ATTACHED.	
☒ 29. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 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 HEREIN.				☐ 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) Mr. Ross Saxton III		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
0001A	Facility Operations (PWS 3.1)	Per Month	MO	_____	_____
0001B	Building Systems Water Treatment (PWS 3.2)	Per Month	MO	_____	_____
0001C	Basic Service Calls (PWS 3.3)	Per Month	MO	_____	_____
0001D	Preventive Maintenance (PWS 3.4)	Per Month	MO	_____	_____
0002	DELIVERABLES: The contractor shall provide various data, reports, schedules, plans and items as identified in Technical Exhibit 6. This line item is not separately priced (NSP).	1.00	LT	NSP _____	NSP _____
0003	ADDITIONAL SERVICES: The contractor shall provide additional services as described in Section 4 of the Performance Work Statement (PWS). This CLIN includes indefinite delivery indefinite quantity services which will be ordered by task order. Total hours are estimated at 9,400 at the following hourly rates:	NTE 9,400.00	HR	NTE _____	NTE _____

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		

33. SHIP NUMBER		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐	PARTIAL	☐	FINAL	☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39.S/R VOUCHER NUMBER	40. PAID BY			
☐					

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42.a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)	
		42.c DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
0003A	Maintenance Carpenter: Regular Hours	200.00	HR	_____	_____
0003B	Maintenance Carpenter: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
0003C	Maintenance Electrician: Regular Hours	2,000.00	HR	_____	_____
0003D	Maintenance Electrician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
0003E	HVAC Mechanic: Regular Hours	300.00	HR	_____	_____
0003F	HVAC Mechanic: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
0003G	Maintenance Painter: Regular Hours	2,000.00	HR	_____	_____
0003H	Maintenance Painter: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
0003I	Pipe Fitter: Regular Hours	100.00	HR	_____	_____
0003J	Pipe Fitter: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
0003K	Plumber: Regular Hours	300.00	HR	_____	_____
0003L	Plumber: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
0003M	Sheet Metal Worker: Regular Hours	100.00	HR	_____	_____
0003N	Sheet Metal Worker: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
0003O	Maintenance Trade Helper: Regular Hours	1,000.00	HR	_____	_____
0003P	Maintenance Trade Helper: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
0003Q	Electronics Technician: Regular Hours	1,000.00	HR	_____	_____
0003R	Electronics Technician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
0004	OVERHEAD, HANDLING & FEE RATE for acquiring subcontractor, material and equipment rental. Percentage is __% of \$550,000 (estimated amount for evaluation purposes only) (Note: IDIQ CLIN ordered as needed.)	NTE 1.00	AJ	NTE _____	NTE _____
0005	AWARD FEE SUBTOTAL BASE PERIOD (CLINS 0001 – 0005) OPTION PERIOD 1 (October 1, 2010 – September 30, 2011)	NTE 4.00	QTR	NTE \$30,000.00	NTE \$120,000.00
1001	BASIC SERVICES: The contractor shall provide facilities operations and maintenance services as described in the Performance Work Statement (PWS). This line item includes pricing for all work to be performed except for additional services performed under CLINS for Additional Services.	12.00	MO	_____	_____
1001A	Facilities Operations (PWS 3.1)	Per Month	MO	_____	_____
1001B	Building Operations (PWS 3.2)	Per Month	MO	_____	_____
1001C	Basic Service Calls (PWS 3.3)	Per Month	MO	_____	_____
1001D	Preventive Maintenance (PWS 3.4)	Per Month	MO	_____	_____
1002	DELIVERABLES: The contractor shall provide various data, reports, schedules, plans and items as identified in Technical Exhibit 6. This line item is not separately priced (NSP).	1.00	LT	NSP _____	NSP _____
1003	ADDITIONAL SERVICES: The contractor shall provide additional services as described in section 4 of the Performance Work Statement (PWS). This CLIN includes indefinite delivery indefinite quantity services which will be order by task order. Total hours are estimated at 9,400 at the following hourly rates:	NTE 9,400.00	HR	NTE _____	NTE _____
1003A	Maintenance Carpenter: Regular Hours	200.00	HR	_____	_____
1003B	Maintenance Carpenter: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
1003C	Maintenance Electrician: Regular Hours	2,000.00	HR	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
1003D	Maintenance Electrician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
1003E	HVAC: Mechanic: Regular Hours	300.00	HR	_____	_____
1003F	HVAC Mechanic: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
1003G	Maintenance Painter: Regular Hours	2,000.00	HR	_____	_____
1003H	Maintenance Painter: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
1003I	Pipe Fitter: Regular Hours	100.00	HR	_____	_____
1003J	Pipe Fitter: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
1003K	Plumber: Regular Hours	300.00	HR	_____	_____
1003L	Plumber: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
1003M	Sheet Metal Worker: Regular Hours	100.00	HR	_____	_____
1003N	Sheet Metal Worker: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
1003O	Maintenance Trades Helper: Regular Hours	1,000.00	HR	_____	_____
1003P	Maintenance Trades Helper: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
1003Q	Electronics Technician: Regular Hours	1,000.00	HR	_____	_____
1003R	Electronics Technician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
1004	OVERHEAD, HANDLING, & FEE RATE for acquiring subcontractor, material, and equipment rental. Percentage is __ % of \$550,000 (estimated amount for evaluation purposes only) (Note: IDIQ CLIN ordered as needed.)	NTE 1.00	AJ	NTE _____	NTE _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
1005	AWARD FEE	NTE 4.00	QTR	NTE <u>\$30,000.00</u>	NTE <u>\$120,000.00</u>
	SUBTOTAL OPTION PERIOD 1 (CLINS 1001 – 1005)				<u>\$</u>
	OPTION PERIOD 2 (October 1, 2011 – September 30, 2012)				
2001	BASIC SERVICES: The contractor shall provide facilities operations and maintenance services as described in the Performance Work Statement (PWS). This line item includes pricing for all work to be performed except for additional services performed under CLINS for Additional Services.	12.00	MO	_____	_____
2001A	Facilities Operations (PWS 3.1)	Per Month	MO	_____	_____
2001B	Building Systems Water Treatment (PWS 3.2)	Per Month	MO	_____	_____
2001C	Basic Service Calls (PWS 3.3)	Per Month	MO	_____	_____
2001D	Preventive Maintenance (PWS 3.4)	Per Month	MO	_____	_____
2002	DELIVERABLES: The contractor shall provide various data, reports, schedules, plans and items as identified in Technical Exhibit 6. This line item is not separately priced (NSP).	1.00	LT	NSP _____	NSP _____
2003	ADDITIONAL SERVICES: The contractor shall provide additional services as described in Section 4 of the Performance Work Statement (PWS). This CLIN includes indefinite delivery indefinite quantity services which will be order by task order. Total hours are estimated at 9,400 at the following hourly rates:	NTE 9,400.00	HR	NTE _____	NTE _____
2003A	Maintenance Carpenter: Regular Hours	200.00	HR	_____	_____
2003B	Maintenance Carpenter: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
2003C	Maintenance Electrician: Regular Hours	2,000.00	HR	_____	_____
2003D	Maintenance Electrician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
2003E	HVAC Mechanic: Regular Hours	300.00	HR	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
2003F	(CONTINUE) HVAC Mechanic: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
2003G	Maintenance Painter: Regular Hours	2,000.00	HR	_____	_____
2003H	Maintenance Painter: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
2003I	Pipe Fitter: Regular Hours	100.00	HR	_____	_____
2003J	Pipe Fitter: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
2003K	Plumber: Regular Hours	300.00	HR	_____	_____
2003L	Plumber: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
2003M	Sheet Metal Worker: Regular Hours	100.00	HR	_____	_____
2003N	Sheet Metal Worker: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
2003O	Maintenance Trades Helper: Regular Hours	1,000.00	HR	_____	_____
2003P	Maintenance Trades Helper: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
2003Q	Electronics Technician: Regular Hours	1,000.00	HR	_____	_____
2003R	Electronics Technician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
2004	OVERHEAD, HANDLING, & FEE RATE for acquiring subcontractor, material and equipment rental. Percentage is __% of 4550,000 (estimated amount for evaluation purposes only) (Note: IDIQ CLIN ordered as needed.)	1.00	AJ	_____	_____
2005	AWARD FEE SUBTOTAL OPTION PERIOD 2 (CLINS 2001 – 2005) OPTION PERIOD 3 (October 1, 2012 – September 30, 2013)	NTE 4.00	QTR	NTE \$30,000.00	NTE \$120,000.00 \$ _____
3001	BASIC SERVICES: This contractor shall provide facilities operations and maintenance services as described in the Performance Work Statement (PWS). This line item includes	12.00	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) pricing for all work to be performed except for additional services performed under CLINS for Additional Services.				
3001A	Facilities Operations (PWS 3.1)	Per Month	MO	_____	_____
3001B	Building Systems Water Treatment (PWS 3.2)	Per Month	MO	_____	_____
3001C	Basic Service Calls (PWS 3.3)	Per Month	MO	_____	_____
3001D	Preventive Maintenance (PWS 3.4)	Per Month	MO	_____	_____
3002	DELIVERABLES: The contractor shall provide various data, reports, schedules, plans and items as identified in Technical Exhibit 6. This line item is not separately priced (NSP).	1.00	LT	NSP _____	NSP _____
3003	ADDITIONAL SERVICES: The contractor shall provide additional services as described in Section 4 of the Performance Work Statement (PWS). This CLIN includes indefinite delivery indefinite quantity services which will be order by task order. Total hours are estimated at 9,400 at the following hourly rates:	NTE 9,400.00	HR	NTE _____	NTE _____
3003A	Maintenance Carpenter: Regular Hours	200.00	HR	_____	_____
3003B	Maintenance Carpenter: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
3003C	Maintenance Electrician: Regular Hours	2,000.00	HR	_____	_____
3003D	Maintenance Electrician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
3003E	HVAC Mechanic: Regular Hours	300.00	HR	_____	_____
3003F	HVAC Mechanic: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
3003G	Maintenance Painter: Regular Hours	2,000.00	HR	_____	_____
3003H	Maintenance Painter: Overtime, Weekend, & Holidays	500.00	HR	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
3003I	Pipe Fitter: Regular Hours	100.00	HR	_____	_____
3003J	Pipe Fitter: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
3003K	Plumber: Regular Hours	300.00	HR	_____	_____
3003L	Plumber: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
3003M	Sheet Metal Worker: Regular Hours	100.00	GS	_____	_____
3003N	Sheet Metal Worker: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
3003O	Maintenance Trades Helper: Regular Hours	1,000.00	HR	_____	_____
3003P	Maintenance Trades Helper: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
3003Q	Electronics Technician: Regular Hours	1,000.00	HR	_____	_____
3003R	Electronics Technician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
3004	OVERHEAD, HANDLING, & FEE RATE for acquiring subcontractor, material and equipment rental. percentage is __% of \$550,000 (estimated amount for evaluation purposes only) (Note: IDIQ CLIN ordered as needed.)	1.00	AJ	_____	_____
3005	AWARD FEE SUBTOTAL OPTION PERIOD 3 (CLINS 3001 – 3005) OPTION PERIOD 4 (October 1, 2013 – September 30, 2014)	NTE 4.00	QTR	NTE \$30,000.00	NTE \$120,000.00 \$_____
4001	BASIC SERVICES: The contractor shall provide facilities operations and maintenance services as described in the Performance Work Statement (PWS). This line item includes pricing for all work to be performed except for additional services performed under CLINS for Additional Services.	12.00	MO	_____	_____
4001A	Facilities Operations (PWS 3.1)	Per Month	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
4001B	(CONTINUE) Building Systems Water Treatment (PWS 3.2)	Per Month	MO	_____	_____
4001C	Basic Service Calls (PWS 3.3)	Per Month	MO	_____	_____
4001D	Preventive Maintenance (PWS 3.4)	Per Month	MO	_____	_____
4002	DELIVERABLES: The contractor shall provide various data, reports, schedules, plans and items as identified in Technical Exhibit 6. This line item is not separately priced (NSP).	1.00	LT	NSP _____	NSP _____
4003	ADDITIONAL SERVICES: The contractor shall provide additional services as described in Section 4 of the Performance Work Statement (PWS). This CLIN includes indefinite delivery indefinite quantity services which will be order by task order. Total hours are estimated at 9,400 at the following hourly rates:	NTE 9,400.00	HR	NTE _____	NTE _____
4003A	Maintenance Carpenter: Regular Hours	200.00	HR	_____	_____
4003B	Maintenance Carpenter: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
4003C	Maintenance Electrician: Regular Hours	2,000.00	HR	_____	_____
4003D	Maintenance Electrician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
4003E	HVAC Mechanic: Regular Hours	300.00	HR	_____	_____
4003F	HVAC Mechanic: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
4003G	Maintenance Painter: Regular Hours	2,000.00	HR	_____	_____
4003H	Maintenance Painter: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
4003I	Pipe Fitter: Regular Hours	100.00	HR	_____	_____
4003J	Pipe Fitter: Overtime, Weekend, & Holidays	50.00	HR	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
4003K	Plumber: Regular Hours	300.00	HR	_____	_____
4003L	Plumber: Overtime, Weekend, & Holidays	100.00	HR	_____	_____
4003M	Sheet Metal Worker: Regular Hours	100.00	HR	_____	_____
4003N	Sheet Metal Worker: Overtime, Weekend, & Holidays	50.00	HR	_____	_____
4003O	Maintenance Trades Helper: Regular Hours	1,000.00	HR	_____	_____
4003P	Maintenance Trades Helper: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
4003Q	Electronics Technician: Regular Hours	1,000.00	HR	_____	_____
4003R	Electronics Technician: Overtime, Weekend, & Holidays	500.00	HR	_____	_____
4004	OVERHEAD, HANDLING, & FEE RATE for acquiring subcontractor, material, and equipment rental. Percentage is ____% of \$550,000 (estimated amount for evaluation purposes only) (Note: IDIQ CLIN ordered as needed.)	1.00	AJ	_____	_____
4005	AWARD FEE	NTE		NTE	NTE
	SUBTOTAL OPTION PERIOD 4 (CLINS 4001 – 4005)	4.00	QT	<u>\$30,000.00</u>	<u>\$120,000.00</u>
	SUBTOTAL BASE & ALL OPTION PERIODS				\$ _____
	 *The hours listed are for evaluation purposes only and do not represent the actual hours to be ordered by the Government.				

PERFORMANCE WORK STATEMENT (PWS)



FACILITIES OPERATIONS AND MAINTENANCE

IRS/ENTERPRISE COMPUTING CENTER (ECC)

KEARNEYSVILLE, WEST VIRGINIA

July 2009

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LIST OF TECHNICAL EXHIBITS

Technical Exhibit Number	Title of Technical Exhibit	File Name
TE-1	General Location and Site Information	Contract – Technical Exhibit 1 – General Location and Site Information
TE-2	Facility Components And Equipment	Contract – Technical Exhibit 2 – Facility Components and Equipment
TE-3	Service Call History for FY 2008	Contract – Technical Exhibit 3 – Service Call History FY08
TE-4	IRS PM Guide Cards	Contract – Technical Exhibit 4 – PM Guide Cards
TE-5	Equipment PM List	Contract – Technical Exhibit 5 – Equipment PM Inventory
TE-6	Required Submittals and Reports	Contract – Technical Exhibit 6 – Required Submittals and Reports
TE-7	Government Furnished facilities and space	Contract – Technical Exhibit 7 – Government Furnished Facilities and Space
TE-8	Glossary of Terminology	Contract – Technical Exhibit 8 – Glossary of Terminology
TE-9	Applicable Regulations and References	Contract – Technical Exhibit 9 – Applicable Regulations and References
TE-10	Infrared Testing Requirements	Contract – Technical Exhibit 10 – Infrared Testing Requirements
TE-11	Infrastructure Systems	Contract – Technical Exhibit 11 – Infrastructure Systems
TE-12 A-E	QASP and Inspection Criteria	Contract – Technical Exhibits 12A-C – QASP, PM Sampling Matrix, Inspection Check Sheets, COTR Monthly QASP Report and the Non-Conformance Notification for Rework
TE-13	Environmental Management System	Contract – Technical Exhibit 13 Environmental Management System
TE-14	Building Operating Requirements	Contract – Technical Exhibit 14 – Building Operating Requirements
TE-15	Contract Reports (Sample Format) multiple tabs on spreadsheet	Contract – Technical Exhibit – Contract Reports (Sample Format)

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**1. INTRODUCTION****1.1 Objective**

The objective of this solicitation is to obtain contract services for facility operations and preventive maintenance, together with repair services for buildings, structures and building equipment at U.S. Department of Treasury, Internal Revenue Service (IRS) Campuses at the following location(s):

IRS/ECC Main Building
(Includes Child Care, Credit Union and Mail Trailer)
250 Murall Drive
Kearneysville, WV 25430

IRS/ECC Annex Building
(Includes Annex Office Expansion (AOE) and Central Utility Building (CUB))
295 Murall Drive
Kearneysville, WV 25430

The overriding objective of this solicitation is to provide the services stated herein with the utmost reliability to minimize any negative impacts on critical building systems which could adversely affect the IRS's mission at all contracted locations. Moreover, the objective is to ensure no unscheduled building systems outages on critical building systems which affect IRS operations. The specific location(s), mission, facility size, buildings population and other relative data are shown in Technical Exhibit TE-1.

1.2 Code or Requirement Conflict

Throughout this PWS there are references to applicable codes or requirements. These references are for informational purposes to assist in the definition of services to be provided by, or expectations of the Contractor. The Contractor is expected to be knowledgeable of all applicable local, State and Federal requirements associated with the performance of their contract responsibilities together with related industry best practices. In the event of a conflict between the requirements of local, State or Federal requirements, or a conflict between this PWS and the local, State or Federal requirements and/or industry best practices, the most stringent requirement shall apply.

1.3 Contractor

Throughout the PWS, the term "Contractor" is used to reference the successful offeror in the performance of the duties as described in this PWS.

2. SCOPE OF WORK**2.1 Description of Services**

The Contractor shall provide all management, supervision, labor, materials, supplies, repairs, maintenance, parts, tools and equipment and shall plan, schedule, coordinate and ensure completion of all contract requirements specified herein at Internal Revenue Services (IRS) facilities at the following location(s): **(see Paragraph C-1.1)**. Specific facility equipment and building systems included in this contract are shown in Technical Exhibit TE-2 for Facility Components and Equipment (contract covered systems and infrastructure components requiring operations,

service calls and service call repairs, etc..) and Technical Exhibit TE-5 depicting Building Equipment PM requirements for each site (equipment requiring PM performed on a scheduled basis). The Contractor shall be fully responsible for the operation, repairs, scheduled preventive maintenance and equipment certifications necessary to effectively operate and maintain all building equipment and systems as listed in this contract. The Contractor shall also provide additional services as Indefinite Delivery Indefinite Quantity (IDIQ) building/equipment repair services, new work, and phase-in deficiency correction.

The Contractor shall be required to operate the facilities covered by this contract during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters and the like. The contract Project Manager and his designated staff shall become thoroughly familiar with the IRS Occupancy Emergency Plan (OEP) at each site. Participation in the IRS OEP shall be mandatory during the event of a related emergency situation regardless of the time of occurrence. The Contractor shall be responsible to support the OEP during an actual emergency or any associated preparatory drills, by performing specific actions as required by the COTR as part of the basic services (fixed price) portion of this contract.

2.2 Basic Services

The basic services portion of this requirement is intended to encompass performance of all services to:

- Operate the facility (described in Paragraphs 3.1, 3.2 and 3.6);
- Perform all service calls and repairs initiated by the Government as service calls (described in Paragraph 3.3);
- Perform Preventive maintenance and equipment certification and infrared testing (described in Paragraph 3.4 and related Technical Exhibits, TE 4, TE 5 and TE 10),
- Provide the services to manage the work at each location (described in Paragraph 3.5) and
- Perform project planning and proposal development activities and cost estimating of all IDIQ work requested by the Government (described in Paragraph 4).

2.3 Additional Services

Additional Services will be ordered using IDIQ Task Orders or as a credit card authorization (<\$3,000) as a means of authorizing additional services. All additional services costing more than \$3,000 will be authorized by a fixed-price and/or time and materials task order. The additional services requirements of this contract will not exceed \$500,000 for each individual task order. All additional services requirements exceeding \$500,000 for each individual task order are excluded from this contract. Additional services are as follows:

- That portion of service call repairs that are in excess of \$3,000 up to the maximum order limitation of \$500,000;
- Phase-in deficiency corrections that are in excess of \$500.00 up to the maximum order limitation of \$500,000;
- New Project Work (Paragraph 4.1.3) up to a maximum order limitation of \$500,000.

Additional services requirements up to a maximum order limitation of \$500,000 shall be ordered by issuance of task orders by the Administrative Contracting Officer (ACO) in accordance with FAR 52.216-18, ordering and 52.216-19, Order Limitations. Additional services less than \$3,000 shall be ordered by issuance of purchase card orders by the Contracting Officer's Technical Representative (COTR).

Basic Services/Additional Services (IDIQ)

Work Category	Firm-Fixed Price	Task Order
Facility Operations Services, (Paragraph 3) including but not limited to BOP. (Paragraph 3.1.1), Water treatment (Paragraph 3.2), all service calls less than \$3,000. (3.3)	X	
The first \$3,000 in labor, materials and/or subcontract costs associated with each service call.	X	
Preventive Maintenance and Certification services. (Paragraph 3.4)	X	
Phase-In inspection corrections up to \$500 each.	X	
All costs exceeding \$3,000 in labor, material and/or subcontract costs associated with each service call up to a maximum order limitation of \$500,000. (Paragraph 4.1.1)		X
Phase-In Inspection Deficiency Corrections exceeding \$500 up to the maximum order limitation of \$500,000. (Paragraph 4.1.2)		X
All labor and materials associated with New Project Work from \$0 to a maximum order limitation of \$500,000. (Paragraph 4.1.3)		X
RESERVED		

3. BASIC SERVICES**3.1 Facility Operations.**

The Contractor shall provide all services to operate the facilities as described below.

3.1.1 Building Operations Plan (BOP)

The Contractor shall prepare and successfully implement a building operating plan (BOP) for each facility at each site based on the building equipment inventory and the particular IRS customers' operational needs. The BOP shall address both heating and cooling operations. All energy intense equipment (equipment exceeding 5 horse power)

shall be separately identified in the BOP by the equipment identification number (ID #) and an operational plan shall be established so all equipment is operated in the most energy efficient manner possible taking into consideration indoor temperatures and outside weather conditions during all operational seasons. **The BOP shall be furnished to the COTR by not later than the end of phase in period. The government may suspend all contract payments until a satisfactory plan is submitted and approved by the Government.** The Contractor shall review these plans at least annually (within the first 30 days of each option period) or when directed by the Contracting Officer's Technical Representative (COTR) to make revisions to the plans as necessary. All revised plans shall be submitted to the COTR for approval prior to implementing the revised BOP. The COTR will provide written acceptance or rejection of the plan within 30 days. At a minimum, the BOP shall address the following:

- (1) Standard operating procedures for operating building systems, to include as a minimum:
 - a. Startup and shutdown times and procedures relative to various environmental conditions. These conditions include, but are not limited to: typical operation when cooling is required, typical operation when heating is required, operations when atypical weather conditions impact heating or cooling (high humidity, extreme cold or hot periods, high winds), typical operation in "off seasons" (where applicable) when item "d" below can be realized.
 - b. Procedures to accommodate tenant overtime utility requests.
 - c. Peak load demand management procedures (if applicable).
 - d. Other operating strategies to maximize efficiency and minimize energy consumption.
 - e. Descriptions of major mechanical equipment and sequences of operations for equipment systems.
 - f. Locations of and particular requirements associated with accessibility and operations for all major utility shut offs including gas, oil, steam, electric (including UPS) and water (IF APPLICABLE).
 - g. Locations of all electric rooms and a narrative of the areas served by each.
- (2) Energy intense equipment (all equipment above 5HP) start up and shut down schedules and operating procedures to achieve sound energy management practices while at the same time providing a building environment in accordance with this solicitation.
- (3) Procedures to achieve and maintain temperatures within the facilities occupied and unoccupied spaces.
- (4) Operations to protect facility, systems and equipment during extreme cold.
- (5) Provide procedures for use of free cooling building equipment to save energy.
- (6) Specific description of how and when equipment operational checks will be performed.
- (7) Describe procedures and frequency for back up of all automated control systems for building equipment.
- (8) Describe the procedures for how all outages to building equipment and systems will be requested in advance. All non-emergency, non-PM related outages shall be approved by the COTR a minimum of 24 hours in advance.
- (9) Plans and procedures for addressing situations where there is inoperability and impairment of Fire Protection and Life Safety systems, including Fire Watch and impairment procedures (e.g., red tags, etc.).
- (10) Plans and procedures for demand response programs, utility peak pricing tariffs and utility curtailment plans.
- (11) Describe the procedures and frequency of training for the Service Provider staff to ensure strict adherence to the BOP

3.1.2 Instructions

The Contractor shall develop specific standard operating procedures for Contractor personnel to implement the accepted BOP. These instructions shall be used by Contractor personnel in daily performance of work. A copy of these instructions shall be provided to the COTR annually and shall be made available to other Government personnel upon request.

3.1.3 Facility Temperature

In accordance with the GSA Facilities Standards for the Public Building Service (PBS-P100, Chapter 5, Section 5.3 Design Criteria, Table 5-1, revised March 2005), all spaces occupied during facility operating hours shall be maintained at 75 degrees $\pm$ 2 degrees Fahrenheit for the summer months and 72 degrees $\pm$ 2 degrees Fahrenheit for the winter months. Rooms housing Information Technology equipment (computer rooms) shall be maintained at 72 degrees $\pm$ 2 degree Fahrenheit and 45% $\pm$ 5% relative humidity year round. Any temperature deviations shall be approved by the COTR in writing. <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=1>

3.1.4 Equipment Checks

The Contractor shall perform equipment checks on all major building equipment at set frequencies (as listed below). Equipment check sheets associated with equipment listed below shall be completed at the time checks are performed. Equipment check sheets shall contain columns for major operating parameters and must indicate the tolerance bands for acceptable performance where available (Equipment check sheet format must be approved by COTR). All findings noted during the checks shall be entered as remarks on the check sheet and a work order shall be initiated for any deficiencies that can't be immediately corrected. All completed equipment check sheets shall be provided to the COTR within 2 work days after completion. A building tour log shall be stationed within the particular area and maintained for all mechanical and electrical machine rooms (as required by the COTR). The building tour log stationed within the particular area shall reflect a minimum 365 day period of performance and shall be completed with the time, date and mechanics initials when equipment checks are performed in these areas. The master file of equipment checks beyond the 365 day period shall be maintained by the Contractor and remain available for review by the COTR.

Equipment operating logs shall be maintained for major equipment (chiller, boilers, etc.). Information recorded on the logs shall be adequate to track the operating hours and performance history of the equipment.

Required Equipment Check Frequencies:

Minimum:

	Type Equipment	Frequency of Checks
1	Central Cooling & Heating Plant (chillers, pumps, motors, piping, etc.)	Three Times Daily
2	A/C Machine Computer Room	Three Times Daily
3	Heating Boilers (Low Pressure)	Three Times Daily
4	Building Automation System	Three Times Daily
5	A/C Package Unit-Special	Daily
6	Air Handling Units (AHU)	Daily
7	Condensate Return System (including drip pans)	Daily
8	Cooling Towers	Three Times Daily
9	Compressed Air System /Hydro Pneumatic System	Daily
10	Pressure Reducing Stations& Reg (Steam & Hot Water)	Daily
11	Elevators	Daily
12	Water Treatment Equipment	Daily
13	Fire Alarm Control Panels (shall not display any trouble	Daily

	Type Equipment	Frequency of Checks
	conditions)	
14	Emergency Generators	Daily
15	Rotary Uninterrupted Power Supply (RUPS)	Three Times Daily
16	Equipment Recording Charts	Weekly
17	Parking Lot Entry Gates and Barrier Arms, and Hydraulic Controlled Pop-Up Barrier (TBD)	Weekly
18	Battery Systems (RUPS)	Three Times Daily
19	A/C Package Unit- Comfort Cool/ Split Systems	Weekly
21	Sump Pumps/Sewage Ejector Pump	Daily
22	Fans-Centrifugal	Monthly
23	Condensers (Air Cooled)	Weekly
24	Heat Pump	Weekly
25	Glycol Dry Cooler	Monthly
26	Unitary Heat/Cool Equip	Monthly
27	Humidification System (Non ADP)	Monthly
28	Propeller 36 Inch Plus	Monthly
29	Exhaust Fans Rooms	Monthly
30	Transformer Vaults	Monthly
31	Switch Gear Rooms (including secondary electrical rooms)	Monthly
32	Roof and Drainage System	Monthly
33	Central Drinking Water System	Monthly
34	Lightning Protection System	Monthly
35	Fire Pumps (Electric and/or Diesel)	Weekly

TBD = To be determined

Where central plant equipment (chiller over 300 tons capacity and all boilers), is in operation the Contractor shall perform the following monitoring:

1. Monitor starting, stopping and loading of equipment.
2. Check all operating equipment in the watch area every two (2) hours.
3. Record operating data in appropriate logs or records every two (2) hours.
4. Make adjustments at the central control panel (or BAS) in response to changing operating conditions.

3.1.5 System Equipment Configuration, Set Points, and Operating Parameters

The Contractor shall make no changes to the established equipment configuration or the programming/operating sequence of control systems for fire alarm, HVAC, mechanical or electrical systems in facilities without the written consent of the COTR. Upon completion of any maintenance or repair work, the equipment and its components shall be clean and shall have no missing or damaged parts. The equipment shall operate within the equipment manufacturer's design criteria levels.

3.1.6 RESERVED

3.1.7 Maintain Equipment Rooms and Service Provider Spaces

The Contractor shall maintain building equipment machine rooms, shops and office spaces in a manner that result in a neat and clean appearance at all times. All areas shall be kept free of extraneous materials, swept, mopped and

dusted. Any Contractor damage to walls, ceilings, floors, pipes, ducts or exteriors of equipment shall be repaired and the finish shall be returned to match the existing conditions at the Contractor's expense.

3.1.8 Painting and Corrosion Control

Painting included in the basic services portion of this contract is limited to 200SF per service call at no additional cost to the Government and includes but is not limited to touching up interior and exterior architectural, structural and equipment surfaces such as walls, ceilings, doors, trim, windows, floors, hand railings, metal surfaces, installed building equipment, mechanical equipment, piping and insulation, duct work, machine room walls, ceilings and floors.

Additional painting (over 200SF per request) may be ordered under additional services IDIQ task orders and includes but is not limited to the following interior and exterior surfaces such as ceilings, walls, partitions, doors and trim, windows, floors, foundation, roof, walls, windows, doors and trim as well as structural coatings for surfaces such as mechanical and electrical equipment, structural members, towers, tanks, pipes, utility appurtenances, poles and antennas. IDIQ painting may also include performing road and parking lot striping. Prior to all applications of paint, the type and color of the paint to be applied shall be approved by the COTR.

3.1.9 Read Utility Meters

The Contractor shall read the electricity, water, fuel oil and sewage meters monthly. The meters shall be read each month as directed by the COTR. A report of the meter readings shall be provided to the COTR as part of the Monthly Progress Report. The water readings shall be reported to the COTR immediately so they may be relayed to the sewer utility service provider for billing. The Contractor will also escort each utility company to read the applicable meter as required by the utility company and/or the COTR. The cost to provide this service shall be included in the fixed price portion of the contract.

3.1.10 Equipment Condition Report

The Contractor shall provide immediate notification to the COTR for all equipment that is not fully operational. Furthermore, the Contractor shall provide a daily notification (E-mail report) to the COTR by 9:00am, that identifies any equipment not fully functional and shall detail the equipment deficiency and the proposed estimated time for the equipment to be returned to operational status.

3.1.11 Energy Conservation

The Contractor shall operate equipment and systems as efficiently as possible without compromising service to the tenants. Failure to operate equipment prudently e.g., unnecessarily setting demand peaks, simultaneously heating and cooling, operating equipment when not needed, overriding set points unnecessarily or failing to correct underlying conditions may result in contract payment reductions under the terms of the QASP. The Contractor is expected to make full use of analytical tools available (e.g., interval meter data, BAS trend data), to diagnose problems and identify operational improvements.

The Contractor, in coordination with the COTR shall pursue the use of the most energy efficient replacement parts and equipment items available. The Contractor shall be responsible for all costs associated with the use of high efficiency, energy saving parts. In cases where high efficiency equipment is currently installed and requires replacement, the replacement part must meet or exceed that standard (the COTR shall make the final determination of whether or not the replacement parts and equipment meet the required standards). Any rebates received from a service utility provider shall be assigned to the Government or applied as a credit against an associated order issued by the Government to the Contractor.

3.1.12 Lamps and Ballasts

The Contractor shall replace failed lamps, to include appropriate ballasts if required, with the most efficient products available in accordance with existing building standards defined by the COTR. In lieu of such standards, lamps shall be replaced with the most efficient products available matching type and Color Rendering Index (CRI) for existing facility lighting (F32T8/SP30, 84 CRI, 2-lamp electronic ballast 120/277 with a 0.99-0.97 PF). The Contractor shall establish and implement a lamping and ballast recycling program for fluorescent tubes and light bulbs in accordance with EPA and GSA standards.

3.1.13 Demand Response Programs

The Government may participate in any of the available demand response programs or critical peak pricing tariffs administered by utility companies, State agencies or third-party administrators. If the Government participates in such a program and advises the Contractor of the requirements of such program, the Contractor shall cooperate fully in the implementation of the program as part of the fixed price portion the contract.

The Contractor shall develop a curtailment program in consultation with the Government and subject to Government approval, such plan shall be described in the Building Operating Plan. The Contractor shall implement all Government approved curtailment measures (which might typically include turning off unnecessary lighting, shutting down designated elevators, implementing temperature setback programs, etc.), immediately on notification of a curtailment, in accordance with the plan. Failure to diligently manage systems in accordance with such programs may result in contract payment reductions under the terms of the QASP for excess costs or loss of revenue to the Government.

3.1.14 Water Conservation

The Contractor, in coordination with the COTR and considering life-cycle costs, shall pursue the use of the most water efficient replacement parts and equipment items available. Where applicable, the Contractor should purchase WaterSense (SM) labeled products and choose irrigation contractors who are certified through a WaterSense labeled program.

3.2 Building Systems Water Treatment

The Contractor shall provide a detailed water treatment program with their proposal covering all equipment and systems to be maintained as part of this contract. The program shall include but is not limited to all of the requirements of the PWS under 3.2.

3.2.1 Water Treatment Program

A. During the phase-in period, the Contractor shall have the water analyzed in each of the applicable building systems named below. The Contractor shall provide a written report during the initial 30 days of the phase-in period which details their findings of the water analysis and establishes an appropriate treatment program for each system.

1. Hot water heating systems
2. Condensate systems
3. Chilled water systems
4. Condenser water systems
5. Decorative Fountains

B. The water treatment program and services supplied by the Contractor shall be specifically formulated for each type of system according to the recommendations of a chemist, laboratory or firm that specializes in the water treatment field. In addition, the Contractor shall be responsible for furnishing and installation of all necessary automated chemical feed equipment required to monitor and automatically feed chemical treatments for all water systems as part of the fixed-price portion of this contract. All automated chemical feed equipment shall be included as part of the complete water treatment program. The program shall be submitted to the COTR within the first 60 days of the phase-in period and the COTR will provide written approval or rejection of the water treatment program within 30 days of receipt of the program.

Acceptable corrosion rates are established in the GSA Public Buildings Service Operations and Maintenance Standards. Molybdenum shall not be used.

3.2.2 Independent Testing

Every water analysis made on these systems, whether initial, regular or follow-up, shall be made by or under the supervision of an independent, registered certified and licensed chemist, laboratory, or firm specializing in the field

of water treatment. A written report of findings of all tests shall be submitted to the COTR within five (5) calendar days of the analysis. Analyses other than the initial analysis noted above, shall be made on each system as follows:

1. Once each month on a regular, recurring basis (a monthly report shall be included in the monthly progress report).
2. Following any change in the treatment program to ensure proper treatment.

3.2.3 Other Water Treatment Checks

On-site Contractor personnel shall routinely conduct water treatment and testing of all water systems identified in paragraph 3.2.1 on a weekly basis.

3.2.4 Chemicals

A. The Contractor shall provide all equipment, chemicals and services, including application required to control corrosion, scale, algae and slime in each of the systems named above. The treatment supplied shall be one that has been specifically formulated for each type of system according to the recommendations of a qualified chemist, laboratory or firm experienced in the water treatment field. The treatment(s) shall prevent:

1. Buildup of adherent mineral deposits (scale) on heat transfer surfaces in any of the systems.
2. Algae, slime and bacteria growth.
3. Corrosion

B. Where temperatures, pressures or other operating data indicate that the scale control program is not adequate, the Contractor shall clean the equipment immediately, check the treatment for accuracy and thereafter maintain temperatures, pressures and other pertinent factors within limits specified by the manufacturer of the equipment. Slimicides, algaecides and biocides shall be used to prevent algae, slime and bacteria growth. The Contractor shall warrant that the chemicals as used in the water treatment program:

1. Shall not endanger the health or safety of persons coming into contact with the materials.
2. Shall not harm or damage personal or real property.
3. Shall have no detrimental effect on the metallic, nonmetallic and wood materials in the equipment being treated.
4. Chemicals shall be in compliance with current water pollution regulations of any local, State and Federal agency including, but not limited to, the Environmental Protection Agency.

3.2.5 Other Water Inspections

The Contractor shall test building system water annually (chilled water, all hot water systems, condenser water) for the presence of Legionella. Testing for the **detection, enumeration and identification of Legionella from building water systems shall be conducted** in compliance with the following standards: ISO 11731, NF T 90-431 and NF T 90-461.

The testing of the water shall be performed by an independent water-testing firm and a written report shall be provided to the COTR with the results of the testing provided to the COTR within 15 calendar days after the water samples have been taken.

3.3 Service Calls

The Contractor shall receive, respond to, complete and document all service calls required by the Government as specified herein. The Contractor shall provide a comprehensive Service Call Program with their proposal including but not limited to all service call requirements under section 3.3.

3.3.1 General Service Call Requirements

The Government may transmit Service call work orders to the Contractor for Service Calls orally, by email, by creation of a work order by a Government employee or representative, or through automated work order generation (ERC/GDI Portal). All Government issued service calls shall be received by the Contractor, documented in the CMMS database, issued to Contractor technicians to accomplish the requested services and closed in a timely manner once all service call requirements have been completed. Service calls are defined as unscheduled building related problems.

Examples include, but are not limited to taking measures to respond to and correct building related deficiencies such as malfunctioning HVAC systems resulting in hot/cold complaints, miscellaneous electrical, plumbing, architectural, carpentry and structural system repairs, etc.. The Contractor shall respond to and correct these problems as specified herein, including any needed repairs. Service calls may also include technical assistance and other miscellaneous work requirements as required by the COTR. Service Calls are brief in scope and do not usually require detailed job planning. The first \$3,000 of labor, materials and subcontract costs of Service Call work is included in the basic services, fixed-price portion of this contract. The Contractor shall receive, perform and document Service Calls in accordance with the procedures outlined below. In instances where the Contractor identifies additional repair/service call work that is needed in the course of performing other contract work (such as quality control inspections, preventive maintenance or other service calls), the Contractor shall initiate a service call for these services by documenting the required service/repair requirements in the Government furnished CMMS and assigning the service call work to Contractor technicians.

3.3.2 Service Call Reception

3.3.2.1 Service Call Reception During Regular Work Hours

The Government may transmit Service call work orders to the Contractor for Service Calls orally, by email, by creation of a work order by a Government employee or representative or through automated work order generation (ERC/GDI Portal). The Contractor shall perform Service Call reception Monday through Friday during the hours of 7:30 am 4:00 pm and classify each call in accordance with the definitions provided below. A Service Call ticket will be generated in the CMMS. If the call is classified as Emergency, Hot/Cold or Urgent, the Government will immediately notify the Contractor by phone that an emergency situation exists. The Government reserves the right to cancel or defer Service Calls initiated by the Contractor if they are determined by the COTR to be duplicate work orders (initiated due to identical building deficiencies) or work not meeting the definition of service calls mentioned above. The Contractor shall document all service calls regardless of format in the CMMS.

3.3.2.2 Service Call Reception After Normal Government Working Hours

3.3.2.2.1 Reception at Continuous On-site Staffed Locations

The Contractor shall provide the COTR with a list of qualified personnel (pager and cell phone numbers), to be called when emergency service is required after normal Government working hours. The COTR, Maintenance Work Inspector or Security Office (after normal business hours) will receive the service calls from IRS employees and issue a verbal service call that indicates the nature of the problem, service call priority and location of the problem. The Contractor shall document all such verbal or written requests in the CMMS and issue a CMMS service call to Contractor technicians to accomplish and document the services provided.

3.3.2.2.2 Reserved

3.3.3 Service Call Classification, Response, and Completion

The Government and/or Contractor shall classify all Government initiated Service Calls as described below. Service call response times and completion times are shown below and summarized in the associated Table. The Government reserves the right to make the final determination on all service call classifications.

As part of the fixed-price included in the basic services of this requirement, the Contractor shall move stand alone furniture and equipment in the immediate area of the worksite(s) if required to accomplish any services included in this contract (this does not include the disassembling or relocation of systems furniture, except in the cases of emergencies as directed by the COTR). In addition, the furniture and/or equipment shall also be relocated back into the original location after work has been completed. All work shall be done with minimum interference to Government personnel and operations as approved by the COTR.

3.3.3.1 Emergency Service Calls

Emergency Service Calls consist of correcting failures on equipment or structures which would immediately threaten personnel, property or the IRS local or national mission and may result in a work stoppage until the support service or repair work is successfully completed. Examples include, broken water pipes, electrical outages, HVAC outages on critical equipment, clogged drains where sewage backup/overflow exists, oil or gas leaks, inoperable pumps, electrical hazards which may cause fire or shock, repairs to critical mechanical systems, roof leaks which creates an unsafe condition, security concerns such as locking and unlocking of locks and doors, etc. The Contractor shall respond

immediately and be on the job site and working within 10 minutes after receipt of an Emergency Service Call except as required in IAW paragraph 3.3.2.2.2 above. The Contractor shall work continuously without interruption and shall correct or secure the emergency condition before departing the job site. All work on the service call shall be completed in two calendar days or less. However, if the situation is impacting IRS operations or is considered a safety hazard, the Contractor shall work continuously without stopping until the repairs are successfully made and or there is no longer any impact on IRS operations or employees. If the cause of the problem involves building systems or equipment failures that would extend the time required to correct the emergency situation, the Contractor shall leave the ticket open until repairs are completed and associate the ticket to the piece of PM equipment or system requiring repairs (documenting the repairs in the CMMS equipment history database records).

3.3.3.2 Hot/Cold Calls

Hot/Cold calls consist of providing services to correct the temperature level at various locations throughout the facilities where Government employees report they are uncomfortable. The Contractor shall respond and be on the job site and working within 30 minutes after receipt of a Hot/Cold Service Call and shall work continuously until completion of the job. The temperatures shall be maintained in accordance with paragraph 3.1.3 or as directed by the COTR. If the cause of the problem involves building systems or equipment failures that would extend the time required to correct the hot/cold situation, the Contractor shall leave the ticket open until repairs are completed and associate the ticket to the piece of PM equipment or system requiring repairs (documenting the repairs in the CMMS equipment history database records).

3.3.3.3 Urgent Service Calls

Urgent Service Calls correct failures which do not immediately threaten personnel, property or missions, but which could soon inconvenience and/or affect the health of personnel, lead to property damage, increase the risk of equipment failure or lead to disruptions in IRS operations. The Contractor shall respond and be on the job site and working within 2 working hours after receipt of an Urgent Service Call, when the call is received during regular working hours. At non 24 hour operated sites, the Contractor shall respond on the next business day if the urgent service call is issued after normal work hours. Note: Urgent calls carried over to the following workday must be responded to within one hour of the start of the next workday. Once begun, the work shall be performed to completion and must be completed within 3 calendar days. Urgent Calls shall normally be accomplished during normal Government work hours as mentioned in paragraph 3.6. However performance may be required outside normal Government work hours as directed by the COTR at no additional cost to the Government. If the cause of the problem involves building systems or equipment failures that would extend the time required to correct the urgent situation, the Contractor shall leave the ticket open until repairs are completed and associate the ticket to the piece of PM equipment or system requiring repairs (documenting the repairs in the CMMS equipment history database records).

3.3.3.4 Routine Service Calls

Service Calls will be classified as Routine when the work does not qualify as an Emergency or Urgent call as directed by the COTR. Examples of Routine Service Calls include: loose baseboard trim, dripping faucets, broken floor and ceiling tiles, damaged dry wall, etc.. The Contractor shall contact the customer/agency reporting the need for service condition within two days of receipt of the routine service call. Routine Service Calls shall be completed within 5 calendar days. If the cause of the problem involves building systems or equipment failures that would extend the time required to correct the routine situation, the Contractor shall leave the ticket open until repairs are completed and associate the ticket to the piece of PM equipment or item requiring repairs (documenting the repairs in the CMMS equipment history database records). **Note: Not all work that is classified as routine or normal operations and maintenance in the PWS requires a “customer initiated” work request to be accomplished. The requirements for this kind of work are set forth clearly in the contract’s PWS.**

3.3.3.5 Utility Time Service Calls (UTSC)

The Contractor shall provide materials and labor services for completing UTSC to accomplish small miscellaneous jobs at all applicable contract sites as requested by the COTR as part of the fixed price portion of the contract.

Utility Time Service Calls are defined as follows:

Miscellaneous facility work;

- The Contractor is responsible for providing all materials and supplies costing less than \$100.00. The Contractor shall also provide all tools of the trade necessary to complete the UTSC,
- Total time to complete a single UTSC request is less than 4 hours,
- Limited to labor categories and Contractor staff presently on-site.

All other supplies or materials costing over \$100.00 per request shall be furnished to the Contractor by the Government.

Examples of UTSC's include but are not limited to the following types of services: miscellaneous labor services, making door keys, new painting, wallpaper, hanging pictures, banners, bulletin boards, plaques, carpet tile installation, ceiling tile installation, battery operated clock installations and maintenance, installation of communications cabling, installing door identification cards and office signage, changing directory boards, minor carpentry and electrical related work and miscellaneous other building related services as directed by the COTR. The Contractor shall provide all tools of the trade, minor supplies and materials costing less than \$100.00 per service request and all associated labor up to 4 hours per call as part of the base cost of the contract. The Contractor shall contact the customer within two days of receipt of each utility service call and complete all calls within 5 calendar days.

Service Call Response/Completion Requirements

Service Call Classification	Response/Completion
Emergency	Respond within 10 minutes of notification and work to completion or contain the emergency (Complete work within 2 calendar days). (At non 24 hour operations, respond within 2 hours after normal work hours)
Hot/Cold	Respond within 30 minutes and alleviate the discomfort. (Work to completion, complete work within 2 work days)
Urgent	Respond within 2 hours of notification during normal work hours. (At non 24 hour operations, respond within the 1 st hour of the next business day if received after normal workday) (Complete work within 3 work days)
Routine	Respond to customer within one work day of notification received. (Complete work within 5 work days)
Utility Services	Respond to customer within one work day of notification received. (Complete work within 5 work days)

3.3.3.6 Deferral Waiver

The Contractor shall perform service calls in accordance with the above-mentioned requirements to ensure quality customer service and continuity of operations and/or to return equipment to operational service. If repairs cannot be accomplished within these time frames due to circumstances beyond the Contractors control (COTR will determine this), a deferral waiver may be granted by the COTR (on a case-by-case basis) once the Contractor provides the following:

1. A written explanation for the delay.
2. The estimated time for completion.
3. Evidence showing that the Contractor has made every effort to comply with the contract service call time frames.

In the event an acceptable timeframe for completion can not be agreed upon by the COTR and the Contractor, the COTR will bring the matter to the attention of the Contracting Officer. The decision of the Contracting Officer is final. Regardless, the Contractor shall continue to address the applicable service call with due diligence until the matter is resolved to the satisfaction of the COTR.

The Contractor shall provide a written report depicting all service call deferments approved by the Government as part of the Monthly Progress Report. All approved deferred service calls shall remain on the monthly report until they have been completed. The maximum deferment period for all service calls shall be 15 calendar days.

3.3.4 Service Calls with a cost Greater than \$3,000

If the Contractor responds to a Service Call and believes that the cost of the required work is greater than \$3,000, the COTR shall be notified within 4 hours that the cost of the work will exceed \$3,000. No work shall be accomplished prior to COTR's approval. However, an Emergency Service Call shall be abated immediately regardless of the cost provided that the ACO is notified immediately or as soon as practicable. The COTR shall also be notified concurrently with the ACO. The Contractor shall submit an invoice for all emergency work performed within 24 hours after completion of the work. The work will be handled in accordance with the "Additional Services/IDIQ" provisions shown in Paragraph 4.

3.3.5 Materials and Equipment

The Contractor shall maintain sufficient materials, tools and equipment to support all Service Call work requirements identified in this PWS. Lack of availability of materials, tools or equipment shall not relieve the Contractor from the requirement to complete Service Call work within the time limits specified above.

3.3.6 Repair Standards

The Contractor shall comply with all acceptable industry standards and best practices and shall adhere to all regulations, directives and instructions identified in Paragraph 8 and Technical Exhibit TE-9.

3.3.7 Damages Caused by Weather Conditions or Vandalism

The Contractor shall not be responsible for costs associated with repairs on equipment damaged, which can be proven to be caused by Acts of God and/or acts of vandalism by Government employees. However, if the Contractor fails to provide appropriate protection for building systems or fails to properly secure a particular work area when the weather event takes place, the Contractor will be responsible for performing all such repairs and all costs associated with the repairs.

3.3.8 Technical Assistance

The Contractor shall provide technical assistance to answer technical questions, work with Contractors and/or consultants on building related repair and/or construction projects, draw technical sketches, review technical drawings, start and stop building equipment, open and shut valves and provide advice to Government representatives in all operation, maintenance, repair and building or system upgrades relating to the building(s) covered by this contract. Technical assistance will be requested in the form of a Service Call.

3.3.9 Service Call Database

The Contractor shall maintain the Service Call database in the CMMS. This includes receipt of service calls, opening and closing all service calls. All service calls shall be documented (in accordance with items 1-7 below) and closed-out in the CMMS within 2 work days of the work being completed by the Contractor technician (excluding weekends and holidays). The Contractor shall return a hard copy of the completed Service Call ticket to the COTR or Government representative the next work day after the work has been completed by the Contractor technician (excluding weekends and holidays). All service call tickets shall be date and time stamped (using Government stamp) upon their return to the Government.

The completed hard copy provided by the Contractor shall contain the following information:

1. Description of work Performed.
2. Date and Time Service Call completed.
3. Number of Labor Hours.
4. Government customer Point of Contact (POC) name and phone number (if different from issued ticket).
5. Name and signature of Contractor technician.
6. Additional comments on work and equipment history record data.
7. Equipment inventory ID number, if applicable.

The Contractor shall be responsible for maintaining the equipment history database for all service calls and PM performed on all building equipment listed in TE-5. The Contractor shall update all equipment history records in the CMMS database within 7 days after service calls and/or PM activities have occurred.

3.4 Preventive Maintenance (PM) and Certification

The Contractor shall schedule, perform and document all required PM, equipment certifications and infrared testing. The Contractor shall use the PM scheduling module of the CMMS at each site for managing and documenting all PM program accomplishments. The Contractor shall provide a comprehensive Preventive Maintenance Program with their proposal covering all equipment and systems to be maintained as part of this contract. The program shall include but is not limited to all of the requirements of the PWS under 3.4.

3.4.1 Preventive Maintenance (PM)

PM consists primarily of inspection, cleaning, lubrication, adjustment, calibration, corrosion control, touch-up painting and minor part/component replacement (e.g. filters, belts, hoses, fluids, hardware), as required to increase the reliability of equipment by minimizing malfunction, breakdown and deterioration of equipment and the identifying of any repairs required to bring the equipment up to the manufacturer's operating standards. The Contractor's PM Plan shall be included in their initial proposal. The Contractor's plan shall include all building equipment and systems requiring a Preventive Maintenance procedure covered under the scope of this contract (See Technical Exhibit #'s 4 and 5). The minimum preventive maintenance standards (minimum PM guide card procedures and frequencies) proposed by the Contractor shall be based on the most recent General Services Administration (GSA)/Public Buildings Service (PBS) Operations and Maintenance Standards, or the equipment manufacturer's recommended preventive maintenance procedures and frequencies (whichever are more stringent). The COTR shall make the final determination which of the preventive maintenance standards is most stringent. However, the Contractor shall not use the Public Buildings Service Operations and Maintenance Standards for performing inspections, testing and preventive maintenance on fire protection and life safety systems and equipment. The Contractor shall be required to use the specified NFPA Codes and Standards to perform inspections, testing and preventive maintenance of fire protection and life safety systems and equipment. In addition, the Contractor shall be required to follow the specific testing and inspection frequencies and methods specified in such NFPA Codes and Standards. The Contractor shall record such inspection and testing services on the appropriate NFPA inspection and testing forms.

In the absence of a GSA guide card being available for a particular piece of equipment or system identified in TE-5, the Contractor shall develop guide cards based on the manufacturer's documented preventive maintenance standards. The Contractor's guide cards shall be included with their Preventive Maintenance Program in their initial proposal. The manufacturer's published preventive maintenance standards shall be provided by the Contractor with all Contractor developed guide cards.

As part of the Contractor's established system for scheduling and performing scheduled Preventive Maintenance (See 3.4.1, above) the Contractor shall propose to the COTR or designee, Preventive Maintenance Standards or Guides for each piece of equipment requiring a Preventive Maintenance procedure. The list of equipment requiring Contractor proposed Preventive Maintenance Standards or Guides shall include all of the items listed in the most recent GSA/PBS Operations and Maintenance Standards and Technical Exhibit TE-5.

3.4.2 Preventive Maintenance Performance and Scheduling.

A. The Contractor shall perform all PM services required to effectively maintain all building equipment and systems in accordance with the standards mentioned in 3.4.1. The Contractor shall coordinate with the COTR and IRS Inspector's when equipment requires opening or dismantling prior to performing maintenance. The Contractor shall use the PM scheduling module of the CMMS at each site for managing and documenting all PM program accomplishments. During the Phase-in period, the Contractor shall review the existing schedule and equipment inventory loaded in the CMMS. The Contractor shall ensure that the CMMS system equipment inventory for each site accurately reflects all equipment identified in the contract technical exhibits and shall make changes in the CMMS equipment inventory as necessary. The Contractor shall provide a new up-to-date CMMS PM schedule based on current contract requirements during the first 60 days of the 120 day phase-in period. Once the inventory and schedule are approved by the COTR, the Contractor shall input the new schedule into the CMMS system during the remaining phase-in period and produce PM work orders in accordance with the approved schedule. All changes to the CMMS database shall be approved (in writing), in advance by the COTR before the Contractor makes adjustments to the schedule.

B. The Contractor shall prepare a separate PM schedule for all building equipment that requires a substantial outage of building systems before PM can be performed. The schedule shall include all equipment such

as switchgear, HVAC, Rotating Uninterrupted Power Supply (RUPS), etc.. Work that can only be accomplished with a substantial outage and that will shut down IRS operations. This schedule shall be submitted for approval at the same time as the scheduled mentioned above in 3.4.1. The PM for this equipment shall be scheduled and accomplished during Holiday and/or weekend outages as approved by the COTR. This work shall be accomplished as part of the fixed price portion of the contract at no additional cost to the Government.

C. It is the Contractor's responsibility to maintain all of the building's equipment/systems as listed in TE-2 and TE-5. Therefore, in the absence of a specific IRS PM guide/checklist being available for certain equipment in these TE's, the Contractor shall perform preventive maintenance in accordance with the manufacturer's recommendations. The Contractor shall develop and submit a written proposed PM guide card to the COTR for approval within seven(7) calendar days after the discovery that GSA PM guides/checklists are not available for certain equipment to be maintained. These PM guide(s) must be in the same format as the IRS guides and include the same type of information regarding a description of work to be done, amount of time required to perform the work and the frequency at which the work must be performed.

D. If the Contractor believes that any IRS provided PM guide/checklist included in this contract provides a lower quantity and/or quality of PM than is required by the equipment manufacturer, the Contractor may develop and submit revised guides cards to the COTR for review and approval. These guide(s) must be in the same format as the GSA guides and include the same type of information regarding a description of work to be done, amount of time required to perform the work and the frequency at which the work must be performed. Pending disposition of the revised guide(s) by the COTR, the Contractor shall diligently complete all required PM as currently specified in this contract. The final determination as to which guide is to be used on a particular piece of equipment and or system rests solely with the COTR.

E. As a minimum the Annual PM Schedule shall consist of the following elements for each piece of equipment to be maintained:

1. Equipment ID;
2. Equipment description;
3. PM Frequencies for all equipment identified in TE-5;
4. Last performance date;
5. Next performance date;
6. Annual Fixed scheduled dates covering all equipment identified in TE-5 and
7. Monthly schedule covering all equipment identified in TE-5.

F. The Contractor shall perform PM in accordance with the above mentioned requirements to ensure continuity of equipment operations. If PM cannot be accomplished within the required PM scheduled time frames due to circumstances beyond the Contractors control (COTR will determine this), deferments may be granted by the COTR (on a case-by-case basis) once the Contractor provides the following information:

1. A written explanation for the delay;
2. The estimated time for completion and
3. Evidence showing that the Contractor has made every effort to comply with the contract PM schedule.

G. The Contractor shall provide a written report depicting all PM deferments approved by the Government as part of the Monthly Progress Report. All approved deferred PM shall remain on the monthly report until they have been completed. PM with a frequency of one month or less shall not be deferred. The maximum deferment period for all other PM shall be 30 days.

H. The Contractor shall provide a monthly PM schedule one month in advance of when the work is scheduled to be performed (See TE-6, item # 28). This report shall be included in the monthly progress report.

I. PM Deferrals - In the event that a deferral to the scheduled PM is required, the Contractor will coordinate the PM requirement and deferral with the COTR via e-mail. The Contractor will submit a written request a minimum of 5 calendar days before the scheduled PM is due to be completed for approval. The COTR will provide a written

email response to the request within 3 calendar days. Subsequently, the Contractor shall update the CMMS database and monthly accomplishments reports to reflect the approved deferrals. All PM shall be completed as scheduled without deferrals except as follows:

1. Quarterly and Annual (or less frequent PMs) may be deferred by the COTR for up to a maximum of 30 calendar days.
2. Monthly PMs shall not be deferred and must be completed within the month shown in the approved schedule.
3. Weekly PM's shall not be deferred and must be completed within the week shown in the approved schedule.

3.4.3 Changes in Equipment Inventory

The Contractor shall maintain and update the building equipment data in the CMMS. Any equipment installed or removed from any building(s) shall be entered into the CMMS database system within 7 calendar days following the installation/removal. The Contractor shall notify the Government via email in advance of all changes for Government concurrence before any changes are made. New equipment that is added during the year shall be maintained in accordance with section 3.4.1 above. The Contractor shall include a report of all equipment added or deleted to TE-5 as part of the Monthly Accomplishments Report identified in TE-6. The report shall reflect all equipment added or deleted to the CMMS (TE-5) which needs to be officially added or subtracted from the contract.

Beginning with the phase-in period of the contract and on an annual basis (during the first month of each new performance period), the Contractor shall compare the approved contract building equipment inventory identified in TE-5 with the actual equipment inventory database as maintained in the CMMS (updated during the year). The Contractor shall submit a proposal to the COTR to modify the contract to revise TE-5 to reflect an up-to-date and accurate equipment inventory (within the first 45 days of each option period). Once the COTR has approved of the accuracy of the inventory changes, the official contract TE-5 equipment inventory and contract costs (including costs for additions and credits for deletions) shall be adjusted via a contract modification to reflect increases or decreases in equipment PM requirements.

3.4.4 PM Documentation

After PM work is completed, the Contractor shall document the results of such PM on the PM work order. The Contractor shall maintain a hard copy of each completed PM work order in an orderly filing system for the duration of the contract. One copy of each work order shall be date and time stamped and returned to the COTR within 2 work days of the PM being completed by the technician. Defects or deficiencies identified by the Contractor during PM activities that may result in risk to persons or property shall be reported to the COTR immediately. All necessary repairs identified during performance of the PM shall be documented on the PM work order and a service call shall be opened in the CMMS to document the requirement and initiate corrective action to complete the necessary repairs. The Contractor shall identify the repair(s) service call number on the completed PM work order. The Contractor shall input actual results of the PM into CMMS within 7 workdays of actual completion. The following information shall be entered on the PM work order form and input into the CMMS by the Contractor:

1. Date of PM work completed
2. Actual man-hours expended
3. List any additional repairs required
4. Service Call Number for follow up repairs to be accomplished by the Contractor
5. Equipment ID number
6. Technician Signature

The Contractor shall be responsible for maintaining the equipment history database for all service calls and PM performed on all building equipment listed in TE-5. The Contractor shall update all equipment history records in the CMMS database within 7 days after service calls and/or PM activities have occurred.

3.4.5 Maintenance Control Equipment (MCE) Identification (ID) Numbers

Within the first completed cycle of the initial PM schedule, the Contractor shall update all the MCE ID's in the CMMS and affix a permanent MCE ID label (with bar coded technology approved by the COTR). The MCE ID shall be placed on each piece of building equipment separately inventoried. The Contractor shall label all equipment IAW TE-4 and TE-5, which identifies how building equipment inventory shall be documented, numbered and labeled for all building equipment.

3.4.6 Certification Inspection and Testing

Certification testing of fired and unfired pressure vessels, high voltage switch gear, boilers, grounding systems, fire detection and suppression systems, fire extinguishers, backflow preventers and weight handling equipment shall be conducted such that all equipment certification is current. All certification testing shall be accomplished by an independent testing firm not affiliated with the Contractor at no additional cost to the Government.

3.4.7 Certification Test Schedules

The Contractor shall schedule certification testing so that all certifications remain current at all times. All certifications required less frequently than annually (i.e., every two years, every three years, every 5 years, etc.), shall be scheduled and performed initially during the first performance year of the contract. Any deviation from performing the certifications in the initial year requires written approval from the COTR. The Contractor shall submit an annual schedule of all certifications to be accomplished to the COTR for approval during the phase-in period. The COTR will review and accept or reject the submitted plan within 30 days. Once approved, the Contractor shall input the certification schedule into the CMMS for implementation. The Contractor shall provide a report each month on all certifications completed during the month as part of the contract Monthly Progress Report identified in TE-6.

3.4.8 Infrared Testing

The Contractor shall submit a schedule of all infrared testing to be accomplished to the COTR for approval during the initial 60 calendar days of the phase-in period. The Contractor shall perform a thermo-graphic (infrared) scan IAW the approved schedule and provide a written report of all the equipment as identified in TE-5 and TE-10. The report shall be provided both electronically and in hard copy formats, containing an analysis of any problem areas and recommended corrections/repairs needed. The Contractor shall provide a report each month of all infrared testing completed during the previous month as part of the contract monthly progress report identified in TE-6.

3.4.9 Control Systems

All control systems shall be maintained as designed. The Contractor is responsible for all system hardware including but not limited to the following systems elevator controls, Fire Alarm, Building Automation System (BAS) and HVAC controls. The Contractor is responsible for keeping software functioning and for reloading software in computers or controllers as necessary. The Contractor is responsible for making set point adjustments as necessary and appropriate. The Contractor is not responsible for writing or modifying control programs, other than reloading programs and making operator-level changes such as set point adjustments. The Contractor is not responsible for upgrading software. However, the Contractor is responsible for maintaining a back up copy of all automated building equipment software for the purpose of reloading software as required to ensure systems continue operate within manufacturer's standards.

The Government may upgrade or change Control System software or reprogram Control Systems during the performance period of the contract. If the Government provides operator level training and operator level documentation for the Contractor's use, the Contractor shall not claim additional payment for changing to the new or upgraded software or control programs.

The Contractor shall not modify sequences of operation or control programs without prior written approval of the Government.

The Contractor is responsible for notifying the Government if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use. The Contractor is responsible for retaining manufacturer-trained and certified individuals that provide an adequate level of expertise to manage the Control Systems. If the Contractor does not employ a manufacturer-trained or equivalent BAS operator on-site, the Contractor must enter into a subcontract, including weekly scheduled on-site support (not merely support on a contingency basis), with a individual/firm having these skills. The Contractor shall develop a PM schedule, PM guide cards and perform PM IAW the system manufacturer's published PM standards.

All computers networked with Control Systems shall be maintained to the following minimum standard:

1. An approved anti-virus software subscription shall be kept in effect and the software used at all times;
2. If the network can connect to the outside through a broadband connection, an approved firewall shall be used at all times;
3. An approved spy-ware protection program shall be obtained and used;
4. Contractor personnel shall be prevented from using the system to connect to web sites not reasonably related to building operations;
5. Monthly anti-virus and spy-ware scans shall be conducted;
6. Monthly Windows (or other operating system) critical updates shall be downloaded and installed;
7. Complete data backup to a CD, DVD or flash drive, to include system database and operating system software, shall be conducted monthly and/or whenever a software or programming change is made;
8. Disk drive maintenance to include de-fragmentation shall be performed quarterly.

3.4.10 Oil Analysis and Oil Changes

3.4.10.1 Periodic Oil Analysis

The Contractor shall establish and implement an Oil Analysis Program incorporating manufacturer's recommendations. Documentation shall include periodic oil analysis test to be performed at least annually, diagnostic standards and thresholds for oil changes. Oil analysis shall be conducted to maintain a consistent methodology for data collection, analysis and historical trending. Periodic oil analysis shall be performed on all refrigeration machines rated at 150 tons or greater cooling capacity. Periodic oil analysis shall be performed prior to annual maintenance requirements so that results may be considered in performing maintenance. Oil and refrigerant additives shall only be used when approved in writing by the equipment manufacturer and the COTR.

When testing is performed, submit a written report with the next Monthly Progress Report. Where oil analysis indicates a need for corrective action, an appropriate work order shall be created in the CMMS and the appropriate corrective action taken.

3.4.10.2 Non-Destructive Chiller Tube Analysis

The Contractor shall establish and implement an Eddy Current Tube Analysis Testing Program covering all central cooling refrigeration machines larger than 100 Tons.

Coordinate performance of this PM activity with performance of annual PM on the central or packaged chilled water units (PM guides R-3, R-4, R-5, R-6 and R-7, as applicable).

1. The testing program shall be performed on a 3 year cycle **beginning with the Base Year of the contract.**
2. Complete an eddy current test of all heat exchanger tubes, evaporator and condenser (also concentrator and absorber in absorption units).
3. The test shall be performed in accordance with current requirements and procedures of the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code Section V Nondestructive Examination, Article 8, Eddy Current Examination of Tubular Products and applicable recommended practice standards of the American Society for Testing and Materials for Eddy Current Testing.
4. A Certified Level II or higher technician or equivalent shall be used for this analysis in accordance with the American Society of Non-destructive Testing Recommended Practices, SNT-TC-1A, or current version. **The Contractor must provide documented proof of the technician's certifications performing the test.**
5. The test is to be witnessed by the Contracting Officer's Technical Representative or designated inspector.
6. Reports: A copy of the magnetic tape record shall be maintained by the NDT contractor and furnished if requested by the Government.
7. A preliminary job site report shall be provided as soon as the test is completed.

8. Within ten (10) working days following completion of the test, the NDT contractor shall provide two complete test reports.

Include the following:

- a. Written test procedure.
- b. Recommendations – List all tubes recommended for replacement or isolation.
- c. Make complete description of defects (location, depth, inside or outside surface).
- d. Map location – Show tube row, number and support for each tube bundle.
- e. Name of technician performing tests and evaluating data.
- f. Contractor's certification of technician qualifications.

3.5 Personnel Requirements

The Contractor shall provide adequate numbers of qualified personnel to assure satisfactory performance of the services required by this contract. The minimum acceptable personnel qualifications for the positions are shown below in 3.5. The Contractor shall adhere to any special certification, licenses or training requirements required by Federal, State or Local Jurisdictions. However, the COTR may waive the minimum requirements stated herein as deemed necessary. The Contractor's proposal shall include position descriptions (PD) and qualifications standards that shall be used in hiring all personnel to be employed as a result of this contract. The proposal shall include a specific PD and specific minimum qualifications criteria to be used in hiring personnel for each position to be included in this contract. The criteria shall include but is not limited to the following: the minimum number of years of relevant experience (performing similar work at facilities with similar complexity in equipment and building operations as proposed under this contract); specific type of experience required for each type of position, certifications for each type of position, education/training for each type of position, etc.. During the first 15 days of the phase-in period, the Contractor shall provide resumes that are in compliance with minimum qualifications and position descriptions criteria submitted in their original proposal. The ACO/COTR will review the resumes for compliance with the Contractor's proposal. The Government may request additional candidates and resumes for replacement of any personnel resumes submitted that the Government deems to be non-compliant with the Contractor's proposal. In general, if the Government makes a request for additional candidates/resumes, the request will be made within 30 days of receipt of the Contractor's resumes. The Contractor must provide the additional resumes addressing the Government's concerns within 30 days of receipt of the request from the ACO/COTR. In addition, the Contractor shall provide resumes for any replacement personnel assigned to this contract so the ACO/COTR can review them for compliance as well. All replacement personnel shall meet or exceed all of the original personnel qualifications and experience criteria in the Contractor's proposal.

3.5.1 On-Site Project Manager

The Contractor shall provide an on-site project manager dedicated to this contract at each of the work locations. The Project Manager shall be available on-site from 7:30am to 4:00pm, Monday-Friday and at any other times required to effectively manage all contract work. During normal Government working hours, the Project Manager shall respond to questions from the COTR within 30 minutes of the request. The Contractor shall, in writing to the COTR, designate another on-site person to act for the Project Manager during any temporary absence of the Project Manager. As a minimum, project managers shall possess at least four (4) years of recent experience (within the past 7 years) as a first line supervisor in directing personnel responsible for accomplishment of similar operations, maintenance and repair work of equal or greater complexity. Experience shall be in buildings of at least the similar size and characteristics of the building(s) to be operated and maintained. This includes but is not limited to experience in accomplishing Preventive maintenance management and repairs to the following types of systems with similar rated capacities: Rotating Uninterruptible Power Supply (RUPS) systems, large chiller plants, low pressure boilers, computerized fire alarm systems, emergency generators, high voltage switchgear, computerized CMMS systems and computerized building automation systems. The pager or cell phone shall enable Government personnel to be able to contact the project manager 24 hours per day, 365 days per year.

3.5.1.1 On-Site Computerized Maintenance Management System (CMMS) Administrator.

The Contractor shall provide an on-site CMMS Administrator dedicated to this contract at each of the contract required site locations. The CMMS Administrator shall be available on-site from 7:30am to 4:00 pm, Monday-Friday and at any other times required to effectively manage all CMMS activities including all database management contract work. During normal Government working hours, the CMMS Administrator shall develop and provide all necessary reports and database queries as requested by the COTR within 4 hours (unless the COTR agrees to a longer time frame). The Contractor shall designate another qualified individual or subcontractor to perform all CMMS Administrator activities required during any temporary absence or disqualification of the CMMS Administrator for more than 3 weeks (including prohibition of using the CMMS due to clearance issues). As a minimum, the CMMS Administrator shall possess at least two (2) years of recent experience (within the past 5 years) performing similar duties as those required by this contract.

3.5.2 On-Site Shift Supervisors & Safety and Environmental Engineer

Shift Supervisors shall be journeyman level personnel deemed as a working supervisor on shifts not worked by the Project Manager. The Shift Supervisors shall be responsible to make all critical decisions for contract operations in the absence of the Project Manager. The Safety and Environmental Engineer shall possess at a minimum a bachelor's degree, or no less than 5 years of specialized work experience covering the following elements of the trade and must also at a minimum have at least two years of experience (within the past 5 years) performing the following duties in a facility of same size and complexity:

1. Environmental Air Quality (monitor air quality to ensure all employees are working in a safe and healthy environment)
2. Asbestos Management (coordinate asbestos management for the campus)
3. Environmental Health (food safety, drinking water sanitation, swimming pools, etc,)
4. Facility Code Compliance (assure construction projects (renovations and new) meet Federal, State, and Local safety and health standards as well as educate faculty, staff, and students on fire prevention and awareness)
5. Hazardous Materials (coordinate and manage hazardous materials activities to include hazardous waste disposal, hazard communication, laboratory chemical hygiene, chemical recycling, underground storage tanks, refrigerant recovery and oil spill prevention)
6. Medical Monitoring (identify employees whose job tasks expose them to specific OSHA outlined substances and practices and ensure they receive appropriate physical exams)
7. Occupational Safety (records occupational injuries and illnesses, identifies health and safety hazards, and promotes acceptable ergonomic practices)
8. Safety Training (assess, identify, and coordinate safety training on a continuous basis with a large variety of topics)

3.5.3 Electricians & RUPS/SUPS Technician

The Contractor shall provide, at each site, a minimum of one full-time, on-site, electrician and one RUPS/SUPS Technician with the following experience and qualifications. The electrician shall be available on-site from 7:30am

to 4:00pm, Monday-Friday and at any other times required to effectively accomplish all contract work. Electricians shall have a journeyman commercial/industrial license issued by a State or other accredited board. Electricians performing service provider work shall have at least four (4) years experience at the journeyman level experience obtained within the past seven (7) years in the field of inspection, testing, troubleshooting, repairing, operating and performing preventive maintenance on complex electrical power distribution systems. All certification testing of electrical power distribution equipment shall be performed by journeyman electricians who are accredited by the National Electrical Testing Association (NETA) or equivalent. All certification testing of switchgear and breakers shall be performed by an independent bonded testing firm (NETA) specializing in this type of work. Note: the RUPS/SUPS Technician must meet all of the above requirements, however must possess a master electrician's commercial/industrial license issued by a State or other accredited board.

3.5.4 HVAC Mechanic

HVAC mechanics performing service provider work shall have at least four (4) years of journeyman level experience obtained within the past seven (7) years in a trade or occupation in maintenance, repair and operation of buildings such as: air conditioning equipment mechanic, refrigeration equipment mechanic, Operating Engineer, HVAC control systems mechanic, etc.. These qualification standards apply to both initial and replacement maintenance mechanics. Personnel engaged in the maintenance, servicing, and repair of refrigerant-containing equipment/systems shall be trained and certified by an Environmental Protection Agency (EPA)-approved source in the proper handling, recovery, recycling of CFC refrigerants. **Contractor must provide written proof of this certification.**

3.5.5 Maintenance Mechanic

Mechanics shall have four (4) years of experience obtained within the past seven (7) years in a trade or occupation in maintenance, repair and operation of complex buildings equipment and systems such as performed by a stationary engineer, air conditioning equipment mechanic, maintenance electrician and/or maintenance plumber/pipe fitter. The experience shall have included journeyman level experience in at least two of the following trades/activities and relevant knowledge of the remaining trade activities:

1. Operating/adjusting building HVAC systems for efficiency and comfort,
2. Maintaining/trouble shooting/repairing the following systems/equipment:
 - a. Chillers and chilled water systems,
 - b. Building HVAC equipment
 - c. Boilers and hot water heating systems,
 - d. Domestic water and plumbing systems,
 - e. Electrical systems including lighting, motors, starters, contactors, etc.

3.5.6 Specialized Equipment Maintenance

The Contractor shall utilize the manufacturer, manufacturer certified service firm or representatives/specialists who are factory-trained certified technicians to accomplish all scheduled and unscheduled preventive maintenance and repair services on the systems noted below. If the Contractor chooses not to use the manufacturer or manufacturer certified service firms to perform the work. The Contractor shall provide to the COTR, at the start of the phase-in period, certification(s) by the manufacturer, on manufacturer's letterhead, signed by the appropriate company official, stating that specific (listed by name), Contractor employee(s) have been trained and certified by the manufacturer to maintain and/or service the equipment for which they will work on and all employee certifications shall be current. Systems requiring specialized maintenance are as follows:

SYSTEM:

1. Fire Alarm and Sprinkler Systems
2. Weight Handling Equipment
3. Emergency diesel engine driven generators (annual PM and repairs)
4. UPS and RUPS Systems including paralleling switch-gear
5. Building Automation System
6. High/Low Voltage Switchgear
7. Backflow Preventers
8. **Physical Security System – To be determined**

3.6 On-Site Hours of Operation

The following table identifies normal Government business hours, on-site staffing requirements and building operations requirements at each site.

	Location - Paragraph 1.1 above					
Normal Government Work Hours	24 hours a day / 365 days per year					
Facility Operating Hours	24 hours a day / 365 days per year					
On-Site Staffing Hours	24 hours a day / 365 days per year					

The Contractor shall be responsible to provide a minimum of one journeyman level employee and one maintenance mechanic on each shift, to perform scheduled and unscheduled maintenance, equipment and building repairs, HVAC equipment operations, service calls, equipment checks and emergency services as necessary 24 hours per day, 7 days per week, 365 days per year.

The Contractor shall also be responsible for preventing freeze damage to the building and its equipment whenever the outside temperature and/or wind chill is 32 degrees Fahrenheit or lower.

3.7 Safety

3.7.1 General

The Contractor shall comply with all 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, inspecting and personnel safety, control of hazardous substances, certification and recordkeeping. In the event of any conflicts between the Federal, State and local laws and/or regulations, the most stringent shall apply.

3.7.2 Scheduling and Recordkeeping

The Contractor shall maintain copies of all such tests, certifications, permits and other required records, as well as furnishing copies to the COTR. In addition, all required safety and environmental tests, certifications, permits and other procedures required herein shall be scheduled in the CMMS work order system and documented in the CMMS.

3.7.3 AQMD Operating Permits

The Contractor shall be familiar with the requirements of the local Air Quality Management District (AQMD) and shall be responsible for obtaining operating permits for boilers, generators and other emissions producing equipment regulated by the county and making copies available to the COTR or designee. In the event of fines or penalties levied by an AQMD, contract payment reductions, may result under the terms of the QASP.

3.7.4 Underground Storage Tanks

The Contractor is responsible for complying with all federal, state and local requirements for the periodic inspection, monitoring, permitting, certification and maintenance of underground storage tanks.

3.7.5 Polychlorinated Biphenyl (PCB) Control (if applicable)

If applicable, the Contractor shall inspect all transformers containing polychlorinated biphenyl (PCB) and maintain records of such inspections in accordance with State, local and Environmental Protection Agency (EPA) regulations. The COTR or designee shall be notified immediately if any such equipment is found to contain PCB, or is suspected of containing PCB. Equipment verified to contain PCB, except lighting ballasts, shall be labeled as containing PCB.

Any transformer leaks of PCB shall be reported immediately to the COTR. The Contractor shall inspect all leaks in accordance with State, local and EPA regulations. The Contractor shall take immediate action to contain all leaks.

There may be PCB containing light ballasts in the building(s) covered by this contract. Replacement and proper disposal of all burned out ballasts (including PCB ballasts), shall be the responsibility of the Contractor.

3.7.6 Facility Hazards

The Contractor shall assist in identifying facility hazards and take appropriate actions to comply with all Federal, State and local laws and procedures.

3.7.7 Electrical Safety

The Contractor shall comply with NFPA 70 and 70E when working on or around electrical equipment or systems. The Contractor will ensure that areas restricted to qualified personnel are secured and properly labeled. The Contractor shall ensure that employees who work on electrical equipment or systems are qualified for such work.

3.7.8 Lock-Out/Tag-Out

The Contractor shall develop a lock-out/tag-out program in accordance with 29 CFR 1910.147. The program shall include all anticipated energy sources including but not limited to, electricity, steam, pressurized fluids and mechanical energy. The Contractor must communicate the lock-out/tag-out program to all other affected Contractors.

3.7.9 Confined Spaces

The Contractor shall identify and label all confined spaces in accordance with OSHA requirements. The Contractor shall develop a confined space entry permit system for all permit-required confined spaces within the initial 60 calendar days of the phase-in period.

3.7.10 Boiler/Pressure Vessel Operation and Inspection Standards

The Contractor shall fully comply with the following standards while performing operations of this equipment:

1. ASME Boiler and Pressure Vessel Code.

2. National Board Inspection Code.
3. Environmental Protection Agency and local air quality management district requirements.
4. ASME CSD-1 Control & Safety Devices for Automatically Fired Boilers.
5. NFPA 85; Boiler and Combustible Systems Hazards Code.

Boiler inspections shall include both internal and external operating inspections and tests as described in Chapter 2 of "Inspection of Boiler and Pressure Vessels" of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) or equivalent approved form for each boiler inspected. The Contractor shall have unfired pressure vessels with design operating pressure in excess of 60 p.s.i. and having a capacity in excess of 15 gallons inspected annually. The Contractor shall complete GSA Form 350 (Inspection Report of Unfired Pressure Vessels) or equivalent approved form for each unfired pressure vessel inspected. A GSA Form 1034 (Certificate of Inspection) or equivalent approved form shall be completed and posted on or near the equipment. Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors and must be employed by an independent firm specializing in boiler and unfired pressure vessel inspections. **Written proof of certification must be provided to the COTR prior to work beginning.**

3.7.11 Backflow Prevention Devices

The Contractor shall maintain and certify all existing backflow prevention devices, as prescribed by Federal, State and local laws, ordinances and regulations. If no local requirement exists, a certified inspector shall inspect all existing backflow prevention devices on an annual basis and provide certificate of proper operation to the COTR or designee. While the Government will 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 shall be inspected, tested and maintained in accordance with NFPA 25.

3.7.12 Potable Water Systems

The Contractor shall comply with The Safe Drinking Water Act - PL 99-339, as amended and the Environmental Protection Agency Safe Drinking Water regulations (40 CFR 141.43, Sections A and D), which address the quantity of lead allowable in new installations or repairs to existing drinking water systems and/or plumbing. Potable water systems which are repaired, modified, serviced or breeched in any way shall be disinfected flushed and tested prior to returning the system to service.

3.7.13 Occupational Health and Safety (OSH) Program

All work shall be conducted in a safe manner in accordance with Occupational Health and Safety (OSH) regulations 29 CFR 1910 and 29 CFR 1926 or other applicable OSH regulations as situations warrant. The Contractor employees shall wear the required Personal Protective Equipment (PPE), including but not limited to, safety shoes and head, ear and eye protection when and where required. It is the Contractor's responsibility to provide employees with PPE and to replace worn or defective equipment as required by Federal and State Occupational Health Agency (OSHA) standards.

3.7.14 OSH Inspections

The Contractor's workspace will be inspected periodically by the IRS Safety Officer and/or Federal, State or local Inspectors for OSHA violations. Abatement of violations shall be the responsibility of the Contractor and/or the Government as determined by the ACO with input from the COTR. The Contractor shall provide assistance by escorting and cooperating with Federal, State or local OSHA inspectors if a complaint is filed. The Contractor shall pay any fines levied on the Contractor by Federal or State OSHA Offices.

The Contractor shall not deny entrance to any authorized Federal, state, or local inspector.

3.7.15 Hazard Communication Program

The Contractor shall develop a Hazard Communication Program for this contract in accordance with 29 CFR 1910.1200 for the review and approval of the COTR (within the first 20 days of the phase in period).

3.8 Security

3.8.1 Site Access and Clearances

The site-specific security directives are available from the COTR.

3.8.1.1 Full Time and Frequent On-Site Access

All “full time” Contractor personnel and subcontract personnel, who frequently require access into the facility, may be issued “staff-like access” by the Government for “unescorted access” into the facility. The Government will provide all forms, take fingerprints and process the Security investigations. All Contractor personnel (including subcontract personnel), shall submit documentation to the COTR in accordance with IRM Handbook 1.23.2, Section 2. Subcontract personnel requiring access for extended periods (more than 30 days) and/or more than one time per year, shall be required to obtain “staff-like access” as determined by the COTR. When the Security investigation is completed and no derogatory or adverse information is cited, the IRS Security office will provide “staff-like access” and allow the individual “un-escorted access” to the facility. If the interim and/or permanent Security investigation of a Contractor employee identifies derogatory or adverse information resulting in a decision to not grant “staff-like access”, that person shall not be allowed access to IRS facilities. When access by a Contractor or Subcontractor person is scheduled or predicted, the Contractor shall submit documentation for the Security investigation a minimum of 21 calendar days in advance of the anticipated employee reporting date to allow the issuance of “staff-like access”. During the period following submission of the Security investigation documentation and the individuals’ suitability determination, such Contractor personnel shall be signed in and escorted during their stay in the facility by Contractor personnel with approved “staff-like access”.

3.8.1.2 Infrequent and Intermittent Access

All Contractor personnel or subcontractor personnel that require access for a one-time event such as a specialty repair or company staff visit shall be authorized by the COTR, signed in by the Contractor personnel with IRS “staff-like access” and they shall be escorted throughout their stay in the facility by Contractor personnel with approved “staff-like access”. The Contractor is encouraged to limit the number of personnel requiring escort.

3.8.2 Badges

The Government will issue access badges to all Contractor personnel that are granted “staff-like access.” Contractor personnel shall ensure that their badges are visibly displayed on their person at all times while in IRS facilities. In no event, shall the Contractor employee take their badge off-site. The badges shall be signed for when reporting for work and returned at the end of each day at the Security desk before leaving the premises. All local Security procedures shall be followed at all times unless approved in writing in advance by the COTR.

3.8.3 Facility Security

The Contractor shall abide by all facility Security provisions identified in the site Security directives. The Contractor is cautioned that some specific controlled access to “high security” areas such as Executive areas and Information Technology areas within each facility will require a Government escort while performing work at those types of locations. The site-specific Security directives are available in the Technical Library.

3.9 Environmental Requirements

The Contractor shall strictly follow all IRS Environmental Management System (EMS) requirements as shown in Technical Exhibit (TE-13) as well as all applicable ISO 14001 environmental standards.

3.9.1 Hazardous Waste Management

The Contractor shall conduct all operations in a manner that reduces or eliminates the generation of waste; and shall reuse, reclaim or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific State Regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, PCB (primarily in light ballasts); lead and lead-contaminated debris; solvents and solvent-contaminated rags; spent lithium, mercury and alkaline batteries; and fluorescent light bulbs.

3.9.1.1 Less-than-30-Day Accumulation Site

The Contractor shall not store hazardous waste on site any longer than 30 days and/or IAW Federal, State and Local regulations whichever is most stringent. There is currently one hazardous waste storage site at each location as identified in the Government Furnished Facilities. Hazardous wastes generated through the performance of this contract shall accumulate in limited quantity at the site for up to 30 days, until the waste can be picked up by a commercial firm qualified to dispose of hazardous waste. The Contractor shall designate a Site Manager who shall inspect the Accumulation Site at least weekly, to ensure all requirements of the Hazardous Waste Management Plan are being met.

3.9.1.2 Hazardous Waste Disposal

Waste that is generated by the Contractor in performance of this contract shall be picked up from the designated storage site, transported to disposal facilities and discarded in accordance with all applicable Local, State and Federal laws. This waste shall be disposed at the Contractor's expense. Documentation showing the date, commercial firm performing the disposal and method of disposal shall be maintained a minimum of five years and made available to the Government upon request.

3.9.1.3 Spill Reporting

The Contractor shall notify the COTR immediately when any amount of hazardous material or waste is released to the environment and/or if a spill should occur.

3.9.2 Environmental Inspections

The Contractor's workspace may be periodically inspected by Federal or State environmental inspectors for EPA. Abatement of violations shall be the responsibility of the Contractor or the Government as determined by the Contracting Officer based on documentation and evidence presented by both parties. The Contractor shall provide assistance to the Safety Department escort and the Federal or State inspectors if a complaint is filed. The Contractor shall promptly pay any fines levied on the Contractor by Federal or State Offices that are due to environmental protection violations without reimbursement from the Government. The Contractor may be held personally liable for any violations in this area.

3.9.3 General Trash

The Government will provide general trash removal services. General trash wastes are non-hazardous, non-controlled wastes and cannot be recycled. Examples of general trash wastes include food wastes and small amounts of petroleum products, paper or greases on rags. These wastes can be disposed of in the general trash dumpsters. In case of bulk trash which cannot be recycled, the Contractor shall be required to provide their own 8-cubic yard (or larger) dumpster for each site/location covered under this contract.

3.9.4 Recyclables

The Contractor shall recycle their own consumables used such as high-grade white paper, aluminum cans, junk mail, cardboard, plastic, glass bottles, tin cans, toner cartridges and newspapers in accordance with existing site practices. Some locations may have a Recycling Program already in effect. The Contractor should check with the COTR for this information.

3.9.5 Air Emissions

The air emission standards in the performance of work are described below.

3.9.5.1 Refrigerants

The Contractor shall follow all regulations and practices for service methods, technician, systems and recovery equipment certification, disposal of equipment and appliances and record keeping in accordance with 40 CFR Part 82. The referenced regulation is available at http://www.access.gpo/nara/waisidx_03/40cfr82_03.html

3.9.5.1.1 Inventory of Refrigerants

The Contractor shall develop a Refrigerant Management Plan for this contract in accordance with GSA and/or Federal regulations for the review and approval of the COTR (within the first 20 days of the phase in period). The Contractor shall use the Refrigerant Compliance Manager (RCM), EPA-compliant software program or COTR

approved equivalent for data management of refrigerant usage and tracking. The Contractor shall update and maintain RCM concurrent with any Service Call and/or preventive maintenance performed on refrigeration systems. The Contractor shall produce any records or documentation for Government or EPA inspectors as required to validate EPA compliance. The Contractor shall enter data into the database any time:

- A leak is detected;
- 30 day verification inspection is performed indicating refrigerant is not leaking;
- Refrigerant is added or
- Refrigerant is removed.

3.9.5.1.2 Reclamation of Refrigerants

The Contractor shall use certified evacuation and recovery equipment in the reclamation of refrigerants. Refrigeration equipment turned in for disposal shall be completely emptied of refrigerants and labeled in accordance with State and EPA regulations. Proper documentation shall be maintained for each piece of refrigeration equipment prepared for disposal.

3.9.5.1.3 Accountability for Refrigerants

The Contractor shall account for all refrigerants used. Audits of on-hand refrigerants and RCM shall be periodically conducted by the Government to verify that all refrigerants can be properly accounted for. The COTR shall be immediately notified when refrigerants have been released to the environment or cannot be accounted for by the Contractor. The accountability records of refrigerants shall be provided to the COTR at contract close out.

3.9.6 Hazardous Materials Management

3.9.6.1 Emergency Planning and Community Right-to-Know Act (EPCRA)

The Contractor shall maintain records of all hazardous materials brought onsite IAW 40 CFR Part 370. The supporting records shall be maintained for a period of five years for auditing purposes. These records shall include a Material Safety Data Sheet (MSDS) for each hazardous material as well as the following information:

- Maximum amount of the material onsite on any one day of the year.
- Average amount of the material stored onsite.
- Quantity of material used during the calendar year.
- Type of container used to store the hazardous material.
- Storage location of the hazardous material.

3.9.6.2 Hazardous Materials Storage

The Contractor shall store hazardous materials in accordance with guidance contained in 40 CFR Parts 260-270. The Contractor shall limit the quantity of on-site hazardous materials to a 30-day supply required to perform all contract related activities. Flammable lockers shall be used for storage. Containers of hazardous materials shall be tightly sealed when not in use. Housekeeping shall be strictly enforced. Storage areas and lockers shall be maintained in a neat and orderly manner.

3.9.7 Environmental Compliance

The Contractor shall comply with all applicable Federal, State and local environmental regulations and permits and the IRS Environment Management System (EMS) (TE-13) requirements for each contract site. Copies of the EMS and all environmental permits may be obtained by requesting the information from the Contracting Officer, COTR or IRS Safety Officer.

3.9.8 Asbestos Containing Materials (ACM)

The building(s) covered by this contract may have asbestos-containing material (ACM). All known ACM locations in the buildings are listed in the comprehensive Asbestos Inspection Reports available from each COTR. The requirements of this paragraph shall also apply to any other asbestos containing material discovered during the term of this contract. Any suspected ACM found during the course of this contract shall be immediately reported to the COTR. Any repair or removal of asbestos-containing material shall follow OSHA, State and EPA regulations.

3.9.8.1 Repairs Where ACM is Present

The Contractor is not responsible for asbestos removal or abatement work for the sole purpose of asbestos removal or abatement. If a repair requires that ACM be removed to obtain access to the work, the Contractor shall remove the asbestos. The Contractor shall immediately notify the COTR of the situation in order to get his/her approval to remove the ACM. The Contractor shall not remove any ACM prior to approval of the COTR unless it is an emergency risking severe loss of property or the safety of IRS employees. The repair task shall be performed in two distinct phases: First, remove the asbestos in accordance with EPA and OSHA regulations and Second, perform the original task. The repair task shall not be started until the interfering asbestos material has been properly removed.

3.9.8.2 ACM Removal Standards

The Contractor shall be responsible for the removal or abatement of all asbestos-containing materials such as sediment dust, sprayed on applications or insulation, which are encountered and are incidental to the performance of repairs of a particular piece of equipment (per service call sections 2.2 and 2.3) as part of the basic services portion of this contract). This removal or abatement shall include the acquisition and payment of all required permits, as well as all protective procedures, air and bulk sampling, isolating the work area(s), protective clothing, asbestos training and certification, record keeping etc.. All asbestos materials removed during the course of the maintenance or repair work shall be disposed of in accordance with EPA regulations and shall be replaced with non-asbestos materials of equal insulating and fire retardant properties (i.e., pipe lagging).

3.9.8.3 ACM Removal Documentation

All asbestos removed shall be properly documented and records kept in a permanent file. Asbestos records shall be made available to the COTR/Asbestos Program Manager (APM) upon request. Upon final expiration/termination of the contract, all records will be turned over to the COTR/Asbestos Program Manager.

3.9.8.4 Coordination and Reporting

The Contractor shall coordinate in advance, all repair work in areas where ACM is present with the Government Asbestos Program Manager (APM) and COTR. ACM shall not knowingly be disturbed by the Contractor without the approval of the APM and/or COTR. Any damage/deterioration to the existing ACM shall be immediately reported to the APM and/or COTR, for assessment and determination of need for repair.

3.9.9 Air Quality Management District (AQMD) Operating Permits

The Contractor shall be familiar with the requirements of the local Air Quality Management District (AQMD), and shall be responsible for obtaining operating permits for boilers, generators and other emissions producing equipment regulated by the district and making copies available to the COTR or designee. In the event of fines or penalties levied by an AQMD, this may result in contract payment reductions under the terms of the contract QASP.

3.9.10 Underground Storage Tanks

The Contractor is responsible for complying with all federal, state and local requirements for the periodic inspection, monitoring, permitting, certification and maintenance of underground storage tanks.

3.9.11 Reserved

3.9.12 Water Pollution Prevention

The Contractor shall have procedures and/or equipment in place to prevent spilled chemicals from entering the storm or sanitary drains. The Contractor shall obtain written permission from the municipality to discharged any chemicals from the facility to the storm or sanitary drains. If required, the Contractor will develop a storm water pollution prevention plan (SWPPP) for the facility. The Contractor shall apply for any water discharge permits that are required such as a National Pollutant Discharge Elimination System (NPDES) permit.

3.9.13 Sustainable Building

As part of the operations and maintenance of the facility, the Contractor shall strive to incorporate the sustainable practices in the *Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings (Guiding Principles)*. Contents of the Whole Building Design Guide can be found at www.wbdg.org and include clarification of requirements; related mandates; additional recommendations and considerations; and resources for implementation.

3.9.14 Green Purchasing

When acquiring goods and services, the Contractor shall strive to acquire green products including bio-based, environmentally preferable, energy-efficient, water-efficient, and recycled-content products. The Contractor shall use of paper of at least 30 percent post-consumer fiber content. When acquiring an electronic product to meet facility requirements, the Contractor shall purchase Electronic Product Environmental Assessment Tool (EPEAT)-registered electronic products, unless there is no EPEAT standard for such product.

The Contractor shall give preference to the purchase of:

- Recycled content products designated in EPA's Comprehensive Procurement Guidelines.
- Energy Star® products identified by DOE and EPA, as well as FEMP-designated energy-efficient products.
- Water-efficient products, including those meeting EPA's WaterSense standards.
- Energy from renewable sources.
- Biobased products designated by the U.S. Department of Agriculture in the BioPreferred program.
- Environmentally preferable products and services, including EPEAT-registered electronic products.
- Alternative fuel vehicles and alternative fuels required by EPA.
- Products with low or no toxic or hazardous constituents.

Non-ozone depleting substances, as identified in EPA's Significant New Alternatives Program.

3.10 Phase-In and Phase-Out

3.10.1 Phase-In Planning/Staffing

The incoming Contractor shall submit a phase-in plan with their proposal that is in sufficient detail to identify all phase-in actions. Documentation and staffing proposed to prepare the workforce to assume full operations on the first full operational performance day of contract performance. During the 30 day phase-in period, the following Contractor's personnel shall be on-site at each building location to observe all operations pertinent to the contract requirements for the minimum time shown in the chart below. The phase-in work and observations include observations of office functions, procedures, and operations, repair/maintenance operations and any other operations as deemed necessary by the Contractor. This will enable Contractor personnel to become both knowledgeable in, and familiar with their assigned areas of responsibility. The following positions shall be filled and the individuals shall be on-site prior to the contract start date as follows:

Person Performing the Function Of	Calendar Days Prior to Full Operational Start (Days)
Project Manager	30
CMMS Administrator	30
Supervisors (foreman level)	30
Electrician and Electronics Technician	30
HVAC Mechanic	30
Maintenance Mechanic	15

During the Phase-In Period, the incoming Contractor shall become familiar with the Government furnished CMMS. The Contractor shall train their personnel on the CMMS and perform any required data entry and user defined reports for a completely functional system capable of meeting preventive maintenance, service calls and all other related contract requirements during the first 30 days of the phase-in period. This system shall be inspected during the initial on-site, joint, Existing Deficiency Inspection and all deficiencies shall be jointly identified. Repairs and corrective actions shall be handled in accordance with the procedures outlined below for all other repairs identified as part of the existing deficiency report. All deficiencies on this system that are identified shall be corrected before the contract performance period begins.

3.10.2 Existing Deficiencies Inspection

The purpose of this inspection shall be to discover and document any existing deficiencies that may exist in the equipment and systems covered by this contract prior to contract start date. A deficiency is defined as any condition, excluding PM (all PM is covered in the basic services part of this contract) that requires repairs costing more than \$500, including materials and labor (up to the order limitation of \$500,000). The incoming Contractor shall be reimbursed for all costs over \$500 per individual repair task. If, during the course of the inspection process, a condition is observed that the Contractor contends is a deficiency but the Government contends is not a deficiency, the Contracting Officer will make the final decision after both sides have presented sufficient detailed information. Any disputed deficiency shall be identified in the report. The Government reserves the right to issue service calls as part of the Basic Services for the correction of any existing condition with a cost of less than \$500 in labor and materials. The Contractor shall provide a monthly report updating the status of each deficiency discovered during the existing phase-in inspection until all deficiencies are corrected and inspected and accepted by the Government.

3.10.2.1 Inspection Process

The incoming Contractor or his designee(s) and the IRS ACO/COTR shall together make a complete and systematic initial inspection of all buildings and systems to be maintained under the terms of this contract on a mutually agreeable date during the last 15 days of the phase-in period. This inspection will include but is not limited to all mechanical, electrical, plumbing and utility systems and equipment, windows, doors and any other system or structural features requiring maintenance and repair under the requirements of this contract.

3.10.2.2 Equipment Disassembly/Reassembly for Inspection Purposes

If during the inspection, the Contractor wishes to disassemble a piece of equipment in order to inspect its internal condition, the COTR shall be notified and arrangements made in order to accommodate the Contractor. Any such internal inspection of equipment items or systems shall be accomplished solely at the Contractor's expense. If, during the disassembly or re-assembly of such an equipment item or system, any damage is done to the equipment, system or auxiliary equipment/piping/controls/etc., such damage shall be repaired at the Contractor's expense and the item or system returned to its pre-disassembled condition. If any deficiencies are noted during the performance of such an

internal inspection, the deficiencies shall be appropriately noted on the inspection report and the equipment item reassembled to its pre-disassembled condition at the Contractor's expense.

3.10.3 Inspection Documentation

The incoming Contractor or his/her designee(s) and the COTR shall prepare an Existing Deficiency Report (EDR) jointly while the inspection is being conducted. The Contractor shall be responsible for providing the COTR with a final signed report in a format approved by the COTR. The final report shall list all deficiencies noted during the joint inspection. Each individual deficiency shall be listed separately with an associated estimated cost to abate each deficiency. Each deficiency line item completed shall be initialed by the aforesaid representatives of both parties and each party shall retain one executed copy. Deficiencies identified on the EDR must be described in full and complete detail.

The Contractor shall prepare and submit to the COTR, a copy of the Existing Deficiency Report with an attached listing of the repairs needed to correct each deficiency. The report shall be provided to the COTR within fourteen calendar days of the existing conditions inspection (See 3.11.1 and 3.11.2). The list shall include the Contractor's estimated price, (including but not limited to, labor, materials and/or subcontract costs), for correcting each deficiency. However, the COTR may require the Contractor to provide individual cost proposals on repairs that are deemed by the COTR to be urgent in nature within 24 hours of completion of the joint inspection. All prices shall remain firm for a period of 90 calendar days after submission.

3.10.4 Correction of Deficiencies

The Government will order corrections of existing repair deficiencies estimated to cost over \$500 per individual repair (discovered during the phase-in), as additional work as described in Additional Services (Paragraph 4.1.2). The Government may elect to have any or all of this work performed by this Contractor at the price quoted as IDIQ task orders or by other Contractors and or other means. The Contractor shall provide a monthly update report to the COTR on the status of all cited deficiencies until such time as all deficiencies have been abated.

3.10.5 Responsibility for Normal Operations and Maintenance

The incoming Contractor shall assume full responsibility for normal operations and maintenance of all building systems and equipment whether they are included on the deficiency report or not at the beginning of the base performance period. The Contractor shall immediately bring to the attention of the COTR during the joint inspection any systems or equipment that are considered inoperable and thus it is deemed impossible to provide normal operations and maintenance on such systems and/or equipment. Subsequently, when the Government has corrected an item listed as deficient in the Existing Deficiency Report, the Contractor shall assume full responsibility of the equipment. Any and all deficiencies that are discovered after the contract start date shall be assumed to be conditions that developed after the contract start date and therefore, shall not be deemed a "pre-existing" condition and thus the Contractor shall be responsible for all such repairs in accordance with this statement of work. Nothing in this Existing Deficiency requirement shall be construed as diminishing the obligations imposed by this contract upon the Contractor to operate any deficient item to the maximum extent operable or to maintain any such item until such time as the Government corrects the deficiency.

3.10.6 Contract Start

The Contractor shall assume full responsibility for normal operations and maintenance of all building systems and equipment at the beginning of the base performance period. Hence, the Contractor shall provide a work force that is fully qualified and capable of performing all work required under this contract at that time.

3.10.7 Phase-Out

During the 120 calendar day period immediately prior to the end of the contract (if the Contractor is not awarded the subsequent contract for this service), the outgoing Contractor shall permit the incoming Contractor and the Contractor's employees to observe and become familiar with all operations under the contract. The Contractor shall prepare and submit to the COTR any changes to the Phase-out plan submitted as part of the original proposal. The outgoing Contractor shall not defer any needed repairs or maintenance for the purpose of transferring responsibility to the incoming Contractor. The outgoing Contractor shall fully cooperate with the incoming Contractor and the Government so as not to interfere with their work or duties.

3.10.7.1 Contract Close-Out Inspection

On a date not later than sixty (60) calendar days prior to the expiration of the contract, the COTR and the outgoing Contractor shall make a complete and systematic joint inspection of the Contractor's areas, Government furnished equipment, mechanical rooms and building systems and equipment covered by this contract. The COTR and the Contractor shall identify all deficiencies other than normal wear and tear that need to be corrected by the Contractor before the expiration of this contract. The Contractor shall ensure that these areas/equipment/mechanical rooms are in a condition equal to or better than when the Contractor began this contract.

3.10.7.2 Inspection Documentation

The outgoing Contractor shall submit a copy of the final inspection report (signed by both parties), with attachments listing all required repairs to be completed by the Contractor, not less than 30 calendar days before the expiration of the final contract period. However, the COTR may require the Contractor to make certain repairs immediately, on items that are deemed by the COTR to be urgent in nature.

3.10.7.3 Deficiency Correction

The outgoing Contractor shall correct all of the cited deficiencies noted in the Close-Out Report before the expiration of this contract. Final payment to the Contractor may be withheld until all cited deficiencies are corrected.

3.11 Quality Control Plan (QCP)

The Contractor shall establish a Quality Control Plan (QCP) to assure that all contract requirements are satisfied as specified. As part of the proposal to the solicitation, the Contractor shall submit a copy of their QCP. The QCP shall be a proactive plan for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Government quality assurance inspectors point out the deficiencies. The Contractor shall execute an annual review and update of their QCP to reflect all changing quality control issues that need to be addressed. This QCP is of paramount importance.

3.11.1 Inspection System

The Contractor shall maintain an up-to-date QCP throughout the term of this contract that is acceptable to the COTR. The program shall include but is not limited to an inspection system which is tailored to the specific building(s) and equipment covered under the terms of this contract and which covers all services specified herein. The Contractor shall devise a monthly inspection process.

3.11.2 QCP Personnel

During the phase-in period, the Contractor shall identify all on-site personnel who will be performing routine QCP inspections by name, title and type of inspection each is authorized to perform. All QCP inspections shall be performed by supervisory personnel or work leaders.

3.11.3 Annual Executive Quality Control (QC) Inspection

The Contractor shall perform an annual Quality Control Inspection of the Contractor operations each year. The annual QC inspection shall be performed by the program manager at least one level above the on-site project manager. A report of the findings from the program manager shall be provided to the COTR along with proposed corrective actions, not later than 15 days after completion of each inspection. The COTR and/or the government inspectors may accompany the program manager during the annual QC inspection.

3.11.4 QCP Documentation

A local file of all inspections conducted by the on-site Contractor personnel including corrective action taken shall be maintained on-site by the Contractor throughout the term of this contract. A hard and soft copy of all QCP inspection reports shall be submitted to the COTR upon request.

3.11.5 Reserved

3.12 Government Quality Assurance Program

The Government may inspect the Contractor using a Quality Assurance Surveillance Program (QASP) and performing 100% inspections, random inspections, scheduled and unscheduled inspections or any other method of inspection the Government determines necessary.

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

1. Review and if warranted, reject any reports or other submittals required from the Contractor.
2. Review performance and service records, including but not limited to Monthly Progress Reports, BAS data, CMMS data and any computerized or hardcopy records maintained by the Contractor, documenting performance under this contract and require correction of any unsatisfactory conditions noted.
3. Review the adequacy of the Contractor's quality control program and documentation and the success of this program. Improvements may be directed by the COTR if the program is determined to be insufficient or ineffective.
4. Make physical inspection of facility equipment and systems, mechanical and electrical rooms, to include programs and files maintained on Contractors computers and in Contractor on-site offices and work areas and require correction of deficiencies noted.
5. Perform inspections with Government personnel or independent third-party inspectors.

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other contract requirements and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

The use or non-use of any Quality Assurance methods (e.g., a Measurement and Verification (M&V) program) by the Government will not constitute a waiver of or excuse from contract requirements. The Government may implement or change Quality Assurance measures at any time during the term of the contract.

All records and files that this contract requires the Contractor to maintain, shall be made readily accessible to Government representatives, including third-party contract inspectors, upon request. All records and files utilized or generated during the course of the contract by the Contractor including all standard operating procedures and Building Operating Plans, shall become the property of the Government. (Excludes employee personnel files or company financial information)

The Contractor shall instruct all on-site personnel to cooperate with the Government or third-party contract inspector requests for records access or information, to include answering all questions related to performance of work, honestly and comprehensively.

The Contractor shall provide personnel during normal working hours and for after-hours access, to inspectors, including third-party contract inspectors, to open and operate equipment for the observation of such inspectors, at no additional cost to the Government so long as the Government requests the service at least 48 hours in advance and so long as after-hours access and operation of equipment is only requested for testing reasonably necessary to be performed after hours to avoid possible disruption to tenants.

3.13 Contingency Plans

The Contractor shall submit with his proposal, a contingency plan that addresses how the Contractor will mitigate the planned and unplanned events and situations described below. The plan shall describe the response (both initial and subsequent) to the situation to assure continued operations, identify the potential resource requirements, identify how additional resources will be obtained and describe the processes or approaches of communication and coordination needed with the Government regarding;

1. Recruitment and hiring difficulties,

2. Strikes by employees and/or Subcontractors used in support of the PWS,
3. Natural and man-made disasters,
4. Adverse weather conditions.

3.14 Required Reports and Submittals

The Contractor shall submit the data, reports, schedules, plans and items identified in Technical Exhibit TE-6 to the COTR for approval and/or action as applicable, no later than the dates specified therein. In addition, the Contractor shall submit a monthly progress report that includes the data as shown in TE-6 by the 15th calendar day of the month following the performance period. If unscheduled facility or equipment outages or additional damage to equipment occurs that can be attributed to the failure of the Contractor to accurately and timely report equipment conditions, the Government will assess the Contractor **all** actual costs incurred by the Government.

3.15 Partnering

The Government intends to encourage the foundation of a cohesive partnership with the Contractor. The partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, on schedule, customer-focused service and in accordance with the contract documents. This partnership will be multilateral. Any costs associated with effectuating this partnership (time of the attending personnel, cost of transportation and lodging) will be borne by each project partner for their firm with no change in contract price. The cost of partnering meetings, including the facilitator, meeting room, supplies, etc., will be borne by IRS. It is anticipated that a 1-day kick-off-partnering meeting will be held at a location to be determined and shall be attended by all key personnel from the Contractor. The team kick-off meeting will culminate in the development and establishment of a mutually satisfactory set of goals and objectives beneficial to all team members. Weekly on-site progress meetings will be held throughout the duration of the contract to discuss current goals, contract performance and related issues. As a minimum, the COTR and Contractor Project Manager shall attend these meetings.

3.16 Warranties

A list of warranties in effect will be provided to the Contractor during the phase-in period. The Contractor shall serve as the POC and coordinate all building and equipment related warranty issues. The Contractor will ensure new warranties obtained while in performance of this contract are placed in the name of the Government to ensure that the warranty (where applicable), extends beyond the term of the contract with the Contractor. The Contractor shall be fully responsible to execute all existing and new warranties that are building related and to keep the Government advised in writing of any warranty issues in dispute by the manufacturer. If the Contractor has difficulties in enforcing warranties with a specific manufacturer, the COTR will attempt to help the Contractor resolve disputes with the manufacturer. Should the Contractor's action nullify a warranty, the Contractor shall assume responsibility for all systems, equipment and related work until the warranty expires. If the actions of the Contractor nullify a warranty that would have extended beyond the term of the contract with the Contractor, the Contractor is responsible for all costs associated with restoring the original warranty with the manufacturer or providing an acceptable alternative warranty with a third party. The third party warranty must be sufficient to offset the loss of the original warranty.

3.17 Computerized Maintenance Management Systems (CMMS)

The Government will provide the Contractor access to the Government's CMMS PM scheduling module and service call database. The Contractor shall be responsible for the data entry and accuracy of all information in the PM and service call modules and shall maintain the accuracy of all CMMS data. The specific CMMS to be used under the terms of this contract are as follows:

<u>BUILDING/SITE</u>	<u>CMMS</u>
Paragraph 1.1	Archibus – Building Operations Management

3.18 As-Built Drawings

When the Contractor is provided plans or drawings as part of a Service Call or Task Order, the Contractor shall be responsible for providing one copy of marked up “red line” drawings to the COTR, reflecting the changes due to the Contractor's efforts. The Contractor shall provide these drawing mark-ups under the Firm Fixed-Price portion of the contract. These drawings shall be submitted prior to closing out the Service Call or prior to submittal of the Contractor's invoice in the case of a Task Order.

3.19 Work Performance, Coordination and Scheduling

The Contractor shall schedule and arrange work so as to cause no interference with the normal occurrence of Government operations without advance approval, in writing from the COTR. In those cases where some interference may be essentially unavoidable, the Contractor shall work with the COTR to minimize any impacts on Government operations and shall provide a written plan of action to the COTR for approval detailing how the impact of the interference, inconvenience or customer discomfort will be minimized. During emergency situations, the COTR may grant verbal approval for work to proceed and it will be followed up in writing within 24 hours.

3.19.1 Routine Work Coordination

For routine work and additional services, the Contractor shall notify the COTR, customer and coordinate a time period for performing the work a minimum of 24 hours prior to the desired start of work that will cause minor disruption of customers (i.e., minor power outages, loss of heat or cooling for a short duration, dust, noise). The request must be approved in writing (email) by the COTR before any action is taken that would disrupt any Government operations.

3.19.2 Facility Outages Coordination

Certain preventive maintenance and certifications require a complete facility power outage and total disruption of work to the Government. These outages are normally scheduled for one or more Holidays and/or weekends. The Contractor shall coordinate a scheduled date with the COTR a minimum of 90 days prior to the desired date to perform the work. The Contractor shall provide a written Outage Plan to the COTR specifying all PM and repair work to be performed during the outage and the responsible party who will be performing each activity for the COTR to review and approve. The work shall not begin nor be performed without the prior written approval of the COTR.

3.20 Reserved

4. ADDITIONAL SERVICES (INDEFINITE DELIVERY INDEFINITE QUANTITY WORK (IDIQ))

4.1 Types of Additional Services

4.1.1 Repair Requirements (Service Call Work) exceeding \$3,000

Work includes labor, materials, subcontracts and specialized equipment to complete repair service calls when the cost for the service call exceeds \$3,000 for each individual repair task. The Contractor will be paid a negotiated fixed price for the amount over \$3,000 for each Task Order.

4.1.2 Correction of Deficiencies Identified During the Phase-In Inspection

Work includes labor, materials, subcontracts and specialized equipment to complete repair deficiencies identified during the phase-in inspection. The Contractor will be paid a negotiated fixed price for all costs exceeding \$500 for each individual repair.

4.1.3 New Project Work

The Contractor shall provide all supervision, labor, materials, equipment, and/or subcontract services to accomplish IDIQ task orders as initiated by the Government. This includes but is not limited to building infrastructure upgrades and construction activities as follows: new electrical, mechanical, plumbing and HVAC system modifications, building equipment replacements, painting, building structural and carpentry enhancements and any other building-related services as may be requested by the COTR. The Contractor will be paid a negotiated fixed price for all costs associated with each task order for New Project Work up to the maximum order limitation of \$500,000 per task order.

4.1.4 Reserved

4.2 Proposals

The Contractor shall plan all IDIQ work and prepare complete proposal development activities including cost estimates in support of additional services requirements as required in Paragraph 2.3 as part of the basic services fixed-price portion of this contract. Each request for proposal will be in the form of an e-mail issued to the Contractor. Each proposal shall be valid for a minimum of 90 calendar days from the proposal submission date to the Task Order issue date. The Contractor shall provide written recommendations for revisions, alternative methods or deviations from the Government's scope of work as described in the task order. The Contractor's recommendations shall be narrative descriptions, drawings or sketches and shall include references to technical specification requirements. The ACO will review the recommendations and will approve or disapprove in whole or in part, for use in the execution of work. The ACO and the Contractor will negotiate a fair and reasonable price for all IDIQ task orders. If the cost proposal is in dispute and no satisfactory agreement can be reached between the Government ACO and the Contractor, the ACO will make the final determination of all costs required to complete the task and may direct the Contractor to perform the work while negotiations proceed. If the ACO and the Contractor are still unable to reach agreement on the task scope of work, terms, conditions, schedule and/or price and the work has been completed, the Contractor may opt to seek reimbursement for services rendered through the disputes clause of this contract (See FAR 52.233-1 Disputes). The Government reserves the right to cancel the request for proposal or procure the services from other sources at any time. All ordered additional services shall be scheduled and completed within the allowable completion time (calendar days) established during negotiations. The Contractor shall, within 3 calendar days of receipt of an approved task order, submit a detailed schedule in accordance with the negotiated time frame in the approved Government issued IDIQ task order. The schedule shall identify all critical milestones. The COTR may waive the requirement for a schedule for simple projects. If work cannot be accomplished due to circumstances beyond the Contractor's control, the Contractor shall request a schedule extension as soon as the need for an extension becomes apparent. Upon review of this request, the ACO may extend the completion date of the Task Order to allow a reasonable amount of time for completion if warranted.

Unless otherwise specified by the ACO or COTR, the Contractor shall submit all proposals within the following time frames as shown below:

Priority of Request	Required Submittal of Service Provider Proposal (Calendar Days)
Emergency	3
Urgent	5
Routine	15

4.3 Cost Proposals

4.3.1 Labor Hours and Cost Estimate

The Contractor shall prepare a labor hour estimate using industry accepted estimating procedures and man-hour data from the appropriate R. S. Means Estimating guide (as a primary), or other appropriate estimating sources approved by the ACO (as a secondary). The Contractor shall submit all back-up sheets with the estimate including a listing of all

operations and supporting data for all estimates. The total labor cost estimate shall be determined by totaling the individual trade labor hours multiplied by the applicable labor rate identified in the bid schedule in Section B.

4.3.2 Material Estimates

The Contractor shall prepare material cost estimates using actual vendor quotes. Material estimates shall include a detailed bill of materials establishing the size, quality, number of units and unit prices. Material prices shall be the lowest price available considering the availability of materials and time constraints of the job. Three quotes shall be obtained and the lowest one used as the estimate in the cost proposal unless directed otherwise by the ACO. The Government always reserves the right to furnish material. A material loading factor will be allowed on all Contractor-procured materials as identified in the bid schedule. No Contractor markup will be allowed on Government furnished materials. The Government reserves the right to request additional quotes for materials on a case-by-case basis.

4.3.3 Specialized Equipment Rental Estimates

Estimates for specialized equipment may be added for a specific one-time project requirement if not included in other portions of this contract. The Contractor shall use actual vendor quotes. Equipment rental estimates shall include a detailed price list stating size, capacities, quality, number of units and unit prices. Equipment rental estimates shall be based on the lowest prices available considering the availability and time constraints of the job. **Three quotes must be obtained and the lowest one used as the estimate in the cost proposal.** Cost for equipment operators when separate operators are required, shall be estimated on a labor hour basis unless operator cost is included in the equipment rental price. A material loading factor will be allowed on all Contractor procured rented equipment as identified in the bid schedule in Section B.

4.3.4 Subcontractor Provider Work

Work that the Contractor proposes to subcontract shall be identified in the IDIQ proposal/estimate. On all Subcontractor costs, three Subcontractor contract quotes shall be obtained and the lowest one used as the estimate in the cost proposal unless directed otherwise by the ACO/COTR. In unusual circumstances, with agreement of the ACO/COTR, the Contractor may provide less than three quotes (must be justified in writing by the Contractor and approved by the ACO/COTR). All original quotations from Subcontractors must be included with all Contractor task order proposals submitted to the Government. The Contractor may consider and propose cost/technical tradeoffs as part of the selection and negotiation process for Subcontractor services acquired under the additional services provisions of this PWS. The Contractor should state the rationale for all tradeoff recommendations. However, the final decision as to whether or not to select a higher bid due to a recommended tradeoff rests solely with the Government. If three Subcontractor quotes cannot be obtained, estimates for additional work shall be developed and documented exclusively using the procedures contained in paragraphs 4.3 through 4.3.5. Contractor Material Loading Rate will be allowed on all Subcontractor work as identified in the bid schedule B. If the Government deems that Contractor quotes are incomplete and/or not a fair and reasonable price, the Government reserves the right to request additional quotes from the Contractor on a case-by-case basis and/or acquire services by other means. Unless the service request is deemed an emergency by the Government, the Contractor may not commence with the effort until negotiations are completed.

4.4 Consequences of Failure to Provide Cost Proposals

Failure of the Contractor to provide cost proposals on a timely basis (as stated in paragraph 4.3) may result in the Government using separate acquisition methods to provide these services and/or execute contract deductions from the Contractors monthly payment.

4.5 Establishing Final Price and Schedule for Task Orders

The Contractor's detailed cost proposal will be evaluated to determine if: (1) the scope has been clearly and accurately identified, (2) the task hours have been properly estimated with supporting data presented and (3) equipment, material and/or Subcontractor cost estimates are reasonable and properly documented. If these elements are met, the Contracting Officer may issue a task order without discussions. If the above elements are not met, the Contracting Officer may negotiate with the Contractor until an agreeable scope of work, terms and conditions and/or price estimate is reached. If urgency situations exist and the parties cannot agree on the task order terms, including price, the Contracting Officer may direct the Contractor to perform the required work and the Contractor shall proceed

diligently with performance as called for in the task order (See FAR 52.233-1 Disputes). The Contracting Officer at his/her discretion may also decide to cancel the project or obtain the services through other means.

4.6 Changes to the Scope of Work in Task Order

If during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not have been foreseen during the initial proposal development, the Contractor shall contact the ACO and COTR immediately and shall not proceed without Contracting Officer authorization. The ACO will direct the Contractor to (1) estimate the change of scope for the unforeseen condition only or (2) prepare a new proposal/estimate for the total job as revised. Revisions to schedules shall be negotiated with the ACO. The ACO will review the estimate and scope of work and (1) issue a modification to the Task Order for the change in scope or (2) cancel the original Task Order and issue a new Task Order for the total job as revised. If the ACO directs the Contractor to stop work, the Contractor shall clean and secure the work site.

4.7 Reports

The Contractor shall provide to the ACO a monthly report with a copy going to the COTR, that summarizes the status of all outstanding IDIQ task orders. This includes all quotes that have been requested by the Government as well as all open IDIQ task orders that have been awarded. The report shall include:

- Building number(s) for work,
- Brief description of Work to be performed,
- Task Order number,
- Completion Date Required,
- Completion Date Anticipated,
- % Complete,
- Project Status,
- Remarks.

5. GOVERNMENT FURNISHED ITEMS

5.1 Government Furnished Space

The Government will provide the space shown in Technical Exhibit TE-7. The space shall be for the exclusive use of the Contractor to perform work associated with this contract.

5.1.1 Keys to Government Facilities

The Contractor will be given keys and combinations to the facilities' locks to facilitate performance of work. The Contractor shall establish a key control system to ensure that no keys issued to the Contractor by the Government are lost, misplaced or used by unauthorized persons. Government keys shall not be duplicated by the Contractor without the COTR's authorization. The Contractor shall report to the COTR any occurrence of a lost key within one hour of discovery of the loss. Keys which have been designated for the Contractor's use will be maintained by the Security Officer's posted in the lobby at each location. The Contractor's employees that have been approved for key issuance shall sign for a key(s) at the beginning of each shift, and that same Contractor employee shall return the key(s) to the same lobby of issuance upon completion of their shift. At no time shall the Contractor's employees be allowed to remove Government issued keys from the premises.

5.1.2 Authorized Use and Access to Spaces

The Contractor shall prohibit the use of Government-issued keys by any person other than authorized Contractor employees. The Contractor shall not permit entrance to locked areas of any person other than Contractor personnel engaged in the performance of work in those areas or personnel assigned to the activity where the Contractor is performing work, without written authorization by the COTR.

5.1.3 Technical Publications

The Government will provide all currently available technical manuals and bulletins associated with the installed equipment. The Contractor shall maintain a comprehensive reference library that includes building design or record documents, renovation or equipment retrofit design or maintenance reference documents, fire protection system as-built drawings, fire protection system operations and maintenance manual with copies of approved submittals, fire protection system parts list, fire protection system zoning scheme, the HVAC Operations Manual (if one has been developed), the 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. All materials maintained in the library are the property of the Government in the event of contract termination and/or completion and shall be available for reference and review during the course of contract performance.

5.2 Government Furnished Materials (GFM)

The Government will furnish or make available to the Contractor, on a one-time basis, the types of material and approximate quantities listed in Technical Exhibit TE-7. At the end of Base Period and after each option period exercised by the Government, the Contractor shall document and certify that the GFM inventories are equal to the original quantities. The Contractor shall update the inventory of GFM, 30 days before the contract expiration date. Upon contract expiration, all GFM shall be returned to the Government in like qualities and quantities in original condition.

5.2.1 Material Inventory

The on-hand materials listed in the Technical Exhibits will be made available to the Contractor. The Contractor and the COTR shall conduct a joint inventory before commencing work under this contract to verify the exact amount of the Government furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials supplied and shall replace in kind (at Contractor's cost) all items used. Upon completion or termination of this contract, a second joint inventory shall be conducted to ensure replacement of all Government furnished materials. The Contractor shall be held liable for all missing materials.

5.3 Government Furnished Equipment

The Government will furnish or make available to the Contractor, the equipment of the types, in "As-Is" condition and in the quantities listed in Technical Exhibits TE-7. The Contractor shall maintain and repair such equipment to ensure that it remains in proper and reliable operating condition. At the close of the contract performance period, the Contractor shall return equipment of like type and quantity, less fair wear and tear, to the Government.

5.3.1 Office Furnishing, Minor Tools, and Shop Fixtures

The Government may provide limited office furnishings. No inventory will be provided. However, the offerors are encouraged to make note of the items in use during the on-site visit identified in section L.

5.3.2 Use of Government Property

Should the Contractor choose to use the Government furnished equipment, periodic servicing, maintenance and repair of the equipment and tools listed shall be provided at no cost to the Government. During execution of the work, the Contractor shall protect Government property from damage. The Contractor shall repair or replace as applicable, any damage to Government property resulting from work performed under this contract at no cost to the Government. The Contractor shall repair damage to Government property resulting from operational errors or failure to maintain, repair or inspect equipment as required under this contract at no cost to the Government. The total or partial breakdown or failure of the Government furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment, which becomes worn out due to normal wear and tear, shall also be returned to the Government.

5.3.3 Equipment Inventory

The Contractor and the COTR shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility and subsequently report inventory discrepancies to

the COTR. Government furnished equipment shall not be removed from the facility unless approved by the Contracting Officer in writing.

5.3.4 Computers

Computer workstations with network connections, appropriate interface with the CMMS and standard Microsoft Office software and printers identified in TE-7 will be made available to the Contractor for use in the performance of this contract. Regardless of the serviceability of the above mentioned Government Furnished Equipment, the Contractor shall remain fully responsible for accomplishing all work requirements identified in this contract. The Contractor shall be responsible to furnish all additional equipment as may be required in order to accomplish all contract requirements.

5.4 Government Provided Services

The Government will provide the following service to the Contractor at each location.

5.4.1 Utilities

Utilities for Government furnished facilities will be provided from existing outlets at no cost to the Contractor. Utilities are limited to electricity, water, heat, air conditioning, local telephone service with access to the local area network, FTS and Internet connectivity (no facsimile line) and sewerage. The telephones, Internet access and Internet connectivity are for official contract use only. Basic LAN and Internet/Intranet service require at a minimum a moderate background investigation to be performed and staff-like access approved for employees before being granted access to IRS systems. The Contractor and COTR shall determine which employees require this access.

5.4.2 Fuels

The Government will provide all fuels associated with utilities heating and cooling, emergency generators and fire pumps. The Contractor shall notify the COTR in writing when the level of fuel in any tank reaches 50% of full capacity. The Contractor shall be responsible for acceptance of the fuel from Government delivery points and ensuring the safe delivery of the fuel to the applicable item of equipment. When directed by the COTR, the Contractor shall test fuels and provide/add fuel additives as necessary. The Contractor shall provide fuel for Contractor's owned vehicles.

5.4.3 Housekeeping Services

Limited custodial services will be made available at no cost to the Contractor. Custodial services provided include cleaning/stocking of restrooms and floor cleaning/removal of office generated trash of the main office area. No other services are provided. The Contractor shall be responsible for the total maintenance and upkeep, including housekeeping, of all mechanical/electrical spaces, including the Central Utility Building (CUB) in its entirety located behind the Annex building.

5.4.4 Grounds Maintenance and Refuse Removal

The Government will provide grounds maintenance. All refuse removal services will be provided by the Government with the exception of the removal of hazardous waste generated by the Contractor.

5.4.5 Security and Fire Protection

For all sites, the Government will provide security police and fire protection to the extent necessary to ensure security and safety.

6. SERVICE PROVIDER PROVIDED ITEMS

The Contractor shall furnish all supplies, materials, tools and equipment necessary for the performance of the work required by the contract unless otherwise specified herein.

6.1 Materials

The Contractor shall provide items required to maintain the structures, equipment, systems and subsystems covered by the contract in a functional state. Any replacement part used during the course of the contract shall be the identical make and model of the part being replaced. If the identical part is no longer available, a comparable

replacement part may be used if approved by the COTR. This approval shall be received prior to installation of the replacement part. The Contractor shall maintain a stock of expendable supply items on site or arrange for delivery of supply items such that performance of contract services is not delayed. Lack of available expendable parts or material shall not be cause for authorization of delays in completing repairs or services. All Material Safety Data Sheets (MSDS) associated with materials shall be maintained on-site and made available to the COTR upon request.

6.2 Communication Equipment

The Contractor shall arrange for the installation, at their expense, of additional private outside business phone line(s), including instruments for use in making business and personal calls outside the building and for Internet services. All communications equipment shall be provided by the Contractor such as telephones, pagers, cell phones, etc. During the initial phase-in period, the Contractor shall equip their staff with their own portable two-way radio system set up with not only their own assigned frequency, but that of the Government as well. The COTR shall provide the necessary frequencies to the Contractor. It is highly recommended that the incoming Contractor retain the existing frequencies that are already programmed into all IRS radio equipment and radio alarms associated with critical building equipment. In the event the incoming Contractor cannot retain the existing established frequencies, the incoming Contractor shall acquire their own frequencies (within the same acceptable range as IRS equipment) and make arrangements with a local radio service provider to reprogram all existing radio equipment, including equipment alarms with the new frequency.

6.3 Drawings

Any and all drawings and/or schematics developed by the Contractor for any of the equipment, systems or subsystems covered by the contract shall become the property of the Government, a reproducible copy of which shall be supplied to the COTR upon completion. In addition, the Contractor shall update ("red line") current Government facility drawings to reflect any changes resulting from work accomplished by the Contractor during the course of this contract.

6.4 Personal Protective Equipment

The Contractor shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.

6.5 Uniforms

The Contractor shall ensure that all employees wear the required uniforms (shirt, long pants) with the Contractor's and employee's name permanently attached to the shirt. Uniforms (color and type) shall be approved by the COTR. All Contractor personnel performing under the contract shall wear the approved uniforms at all times while on duty. The only exception to this requirement is the Project Manager and CMMS Administrator who may wear normal business attire in lieu of a uniform. Additionally, these uniforms shall be worn in a manner that they present a clean and neat appearance at the beginning of each work day.

6.6 Warranty of Services

The Contractor shall warrant all workmanship, materials, equipment and services provided under the terms of this contract for a minimum of one year or the manufacturer's period of warranty, whichever is longer, from the date of Government acceptance of work. Any rework or repair due to poor workmanship will be at the Contractor's expense.

7. DEFINITIONS AND ACRONYMS

The definitions and acronyms associated with this solicitation are shown at Technical Exhibit TE-8.

8. REGULATIONS AND REFERENCES

The regulations and references associated with this solicitation are shown at Technical Exhibit TE-9.

Attachments:

1. Attachment #1 Award Fee Determination Plan (19 Pages) – Please see the IRS website located at

<http://www.irs.gov/opportunities/procurement/article/0,,id=125378,00.html> for Award Fee Determination Plan for Solicitation TIRNO-09-R-00018.

2. Attachment #2 Quality Assurance Surveillance Plan (QASP) Documents – Please see the IRS website located at <http://www.irs.gov/opportunities/procurement/article/0,,id=125378,00.html> for QASP documents for Solicitation TIRNO-09-R-00018.

3. Attachment #3 Department of Labor Wage Determination No. 2005-3017 Revision No. 8, dated May 26, 2009. (10 Pages) Please see the IRS website located at <http://www.irs.gov/opportunities/procurement/article/0,,id=125378,00.html> for Wage determination documents for Solicitation TIRNO-09-R-00018.

4. Attachment #4 Collective Bargaining Agreement (CBA) - Please see the IRS website located at <http://www.irs.gov/opportunities/procurement/article/0,,id=125378,00.html> for CBA documents for Solicitation TIRNO-09-R-00018.

Section II

C. CONTRACT CLAUSES

1. 52.212-4 CONTRACT TERMS AND CONDITIONS - (MAR 2009) COMMERCIAL ITEMS

52.216-18 ORDERING (OCT 1995)

(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 contract start date through the end of the performance period.

(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.

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100**, 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 **\$500,000**; (2) Any order for a combination of items in excess of **\$500,000**; or (3) A series of orders from the same ordering office within **2 days** that together call for quantities exceeding the limitation in subparagraph (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 **2 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.

52.217-8 OPTION TO EXTEND SERVICES

(NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **within the performance of the contract**.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** 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 **five years, six months**.

52.232-18 AVAILABILITY OF FUNDS

(APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

(APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Treasury Regulation.(48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.223-11 OZONE-DEPLETING SUBSTANCES

(MAR 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, 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 which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) 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).

2. DEPARTMENT OF TREASURY ACQUISITION REGULATION CLAUSES

Pursuant to FAR 12.302, the following Department of Treasury clauses are incorporated in this Contract as they are necessary for contract performance:

DTAR 1052.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)(DEVIATION)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) 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 awarding of a Federal contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;

and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be file or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

DTAR 1052.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (DEVIATION)

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action", as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization", as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or an appearance before 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 in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or an other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for such work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or

employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following condition:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(I)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted a any time.

(C) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(I)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal action or for meeting requirements imposed or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal action or for meeting requirements imposed or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional" and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but

generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly communications with the intent to influence made by an engineer providing engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(i) A cumulative increase of \$25,000 or more in the amount paid or expect to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

DTAR 1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS

NEWS RELEASES AND ADVERTISEMENTS (JUN 2005)

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

DTAR 1052.224-9001(b) Disclosure of Information-Sensitive but Unclassified Use Only (March 2008)

Each officer or employee of the contractor or subcontractor at any tier to whom "Sensitive but Unclassified Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Sensitive but Unclassified Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Sensitive but Unclassified Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to

criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

AUTHORITY CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR), AND CONTRACTOR'S PROJECT MANAGER

AUTHORITY CONTRACTING OFFICER

The Contracting Officer for administration of this contract is:

Mr. Ross Saxton III
Internal Revenue Service
6009 Oxon Hill Road, 5th Floor
One Constellation Centre
Oxon Hill, MD 20745

The telephone number for the Contracting Officer is: (202) 283-1420

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to the contract price to cover any increase in cost incurred as a result thereof.

DTAR 1052.201-70 Contracting Officer's Technical Representative (COTR) Appointment and Authority (APR 2004)

(a) The contracting officer's technical representative is

TO BE DETERMINED UPON CONTRACT AWARD

The COTR's telephone number is;

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

CONTRACTOR'S PROJECT MANAGER

The Contractor's designated Project Manager for this contract is:

(TO BE NAMED AT TIME OF AWARD)

The telephone number for the Project Manager is : _____.

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical, hiring and dismissal decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

IR1052.204-9004 ACCESSING ON-LINE PAYMENT INFORMATION (FEB 2009)

The U.S. Department of the Treasury, Financial Management's Internet Payment Platform (IPP) is a government-wide electronic payment information service that replaces the Payment

Advice Internet Delivery (PAID) system. IPP allows vendors to receive their remittance information from their financial institution. Effective October 31, 2008, IPP replaced the PAID system. Former PAID users have been automatically migrated to IPP and need to complete the initial provisioning process from the new user ID, temporary password, and web address sent by Treasury. This is necessary in order to log in to the IPP and view or download payment information. New vendors may register on-line at <https://ipp.gov>. For additional information, refer to the IPP Customer Support at (866) 973-3131.

The IPP will continue to support the following notification services previously offered by PAID: Web access only to remittance data, no payment notification emails sent, payment notification without remittance detail, and payment notification with remittance detail. Users may select event-driven notifications and schedule the frequency. Vendors can only access their own payment data. IPP remittance information includes the following data: ACH trace number, supplier name, agency name, payment status, issue date, invoice number, PO number, invoice amount, discount amount, payment amount, bank name, and bank address. The IPP will collect payment data for 18 months, which will be available for search, display and download. Payment information will be uploaded to the IPP daily from Treasury systems on the date of payment.

DTAR 1052.219-70 SF 294 AND SF 295 REPORTING (MAR 2002)

In accordance with the clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" in Section I and the contract schedule, SF 294 and SF 295 reports shall be submitted to the following personnel:

ADDRESSEE	SUBMIT SF 294	SUBMIT SF 295
Contracting Officer	Original	Original
Small Business Specialist	Copy	Copy
Department of the Treasury Office of Small Business Programs (MMD) c/o 1310 G St., NW, Ste. 400W Washington, DC 20220	N/A	Copy

IR 1052.228-70 Insurance Requirements (MAR 2002)

In accordance with the clause entitled 52.228-5, "Insurance - - Work on a Government Installation", insurance of the following kinds and minimum amounts shall be provided and maintained during the entire period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(c).

1052.239-9007 Access, Use or Operation of IRS Information Technology (IT) Systems by Contractors

In performance of this contract, the contractor agrees to comply with the following requirements and assume responsibility for compliance by his/her employees:

1. IRS Information Technology Security Policy and Guidance.

All current and new IRS contractor employees authorized staff-like (unescorted) access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts which involve the design, operation, repair or maintenance of information systems and access to sensitive but unclassified information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 25.10.1. A copy of IRM 25.10.1 may be requested from the contracting officer or Contracting Officer Technical Representative (COTR). Notice: The IRS Policy 87-04 which authorizes limited personal use of IT systems by IRS employees does not apply to contractor employees.

2. Access Request and Authorization.

Within (10) calendar days after contract award, issuance of a task order or other award notice, or acceptance of new or substitute contractor employees by the COTR, the contractor shall provide the COTR a list of names of all applicable contractor employees and the IRS location(s) identified in the contract for which access is requested. A security screening, if determined appropriate by the IRS and in accordance with IRM 1.23.2, Contractor Investigations, and Treasury Directive Policy (TD P) 71-10, Chapter II, Section 2, will be conducted by the IRS for each contractor employee requiring access to

IRS_ IT systems, or as otherwise deemed appropriate by the COTR. The Government reserves the right to determine fitness of a contractor employee assigned staff-like access under a contract and whether the employee shall perform or continue performance under the contract. Security screenings of contractor employee which reveal the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or failure to file or pay Federal income tax (not an inclusive list). Upon notification from the National Background Investigations Center (NBIC) of an acceptable contractor employee security screening, the COTR will complete an Online 5081, Information System User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each employee indicating the contractor employee has read and fully understands the security requirements governing access to the Services IT systems. IRS approval of the Online 5081 is required before a contractor employee is granted access to, use or operation of IRS IT systems. IRM 25.10.1 includes more detailed information on the Online 5081.

3. Contractor Acknowledgement.

The contractor also acknowledges and agrees that he or she understands that all contract employees must comply with all laws, IRS system security rules, IRS security policies, standards, and procedures. The contractor also acknowledges that a contract employee's unsanctioned, negligent, or willful violation of the laws, IRS system security rules, IRS security policies, standards, and procedures may result in the revocation of access to IRS information technology systems, immediate removal from IRS premises and the contract, and for violations of Federal statute or state laws, the contract employee may be arrested by Federal law enforcement agents.

4. Unauthorized Use of IRS Resources

Contractor employees shall not use IRS information technology equipment/resources for activities that are personal in nature or illegal. Other types of actions that are unauthorized include but are not limited to:

- (a) Creating, copying, transmitting, or retransmitting greeting cards, screen savers, video, sound (including streaming video or music) or other large file attachments; subscribing to unofficial LISTSERVs or other services that create a high-volume of email traffic, or using e-mail practices that involve ongoing message receipt and transmission (referred to as instant messaging/messenger). Using – Push - technology on the Internet, (e.g. subscribing to a service, not authorized by the IRS, that gathers information and sends it out automatically to subscribers), and continuous data streams such as streaming stock quotes are inappropriate uses.
- (b) Accessing personal e-mail accounts such as AOL or Hotmail through the IRS Internet firewall, hacker's information or tools, chat rooms (involving instant messaging) or gambling sites;
- (c) Creating, downloading, viewing, storing, copying, or transmitting sexually explicit or sexually oriented materials such as adult pornography;
- (d) Downloading, copying, and/or playing of computer video games;

(e) Posting agency information to external news groups, bulletin boards or other public forums without authorization; and

(f) Accessing child pornography, bondage and bestiality, obscenity or other types of images that violate criminal law.

Any unauthorized use may be reported to the Contracting Officer's Technical Representative (COTR), the Contracting Officer, and the Department of Treasury Inspector General for Tax Administration (TIGTA).

5. Replacement Personnel.

Replacement personnel must be acceptable to the COTR. The contractor shall agree to remove the person assigned within one day of official notification by the Government and provide a replacement within five days. New hires or substitutions of personnel are subject to an acceptable IRS security screening conducted by the IRS National Background Investigation Center (NBIC), prior to being authorized access to IRS facilities and information systems.

6. Monitoring Notification.

IRS management retains the right to monitor both the content and the level of access of contractor employees_ use of IRS IT systems. Contractor employees do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail. Data maintained on government office equipment may be subject to discovery and Freedom of Information Act requests. By using government information technology systems, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the Internet or using e-mail or the telephone. Any use of government information technology systems is made with the understanding that such use is generally not secure, is not private and is not anonymous.

7. Subcontracts.

The Contractor shall incorporate this clause in all subcontracts, subcontract task or delivery orders or other subcontract performance instrument where the subcontractor employees will require access, use or operation of IRS information technology systems.

1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared to coincide with the anniversary date of the contract. (**If evaluations are to be

conducted more or less frequently than annually, modify this sentence as appropriate.)

Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. **Electronic Access to Contractor Performance Evaluations**

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SPECIAL CONTRACT REQUIREMENTS

1. Key Personnel

a. The Contractor agrees to assign to the contract key persons whose resumes were submitted with the Contractor's proposal as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause or by written permission by the Contracting Officer. Throughout the contract all resumes shall be submitted to the COTR upon submitting a request for staff-like access.

b. The Contractor agrees that during the first 90 days of the contract period, no personnel substitutions will be permitted, unless, such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the COTR and Contracting Officer along with the information required by paragraph (C) below.

c. All proposed contractor personnel shall be submitted, in writing, to the Contracting Officer at least 30 calendar days in advance of the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution; a complete resume(s) for the proposed substitute(s); the hourly rates of the incumbent(s) and the proposed substitute(s); and any other information required by the Contracting Officer or COTR to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions shall be submitted in accordance with the format specified in the original solicitation. All

proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal or higher than the qualifications of the person being replaced. No exceptions.

d. In the event the Contractor designates additional key personnel as deemed appropriate for the requirement, the Contractor shall submit to the Contracting Officer for approval the information required in paragraph (c) above and at least 30 calendar days in advance of being assigned to report to duty.

e. The COTR shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

f. If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort or a lack of vendors to supply stock and materials, would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, the CO may equitably adjust (downward) the contract price to compensate the Government for any day, loss or damage as a result of the Contractor's action.

2. Deductions

In accordance with FAR 52.246-4 Inspection of Services – Fixed Price, payments may be adjusted if specific services are not received, or do not conform with contract requirements. The CO will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be taken. The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the CO specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.

3. Cost Proposals

The Contractor shall plan all IDIQ work and prepare complete proposal development activities including cost estimates in support of additional services requirements as required in Paragraph 2.3 of the PWS as part of the basic services (at no additional cost to the Government). Each request for proposal will be in the form of a written request or e-mail issued to the Contractor. Each proposal shall be valid for a minimum of 60 calendar days from the proposal submission date to the Task Order issue date. The Contractor shall provide written recommendations for revisions, alternative methods, or deviations from the Government's scope of work as described in the task order. The Contractor's recommendations shall be narrative descriptions, drawings, or sketches and shall include references to technical specification requirements. The COTR will

review the recommendations and will approve or disapprove, in whole or in part, for use in the execution of work. If the cost proposal is in dispute, and no satisfactory agreement can be reached between the Government COTR and the Contractor, the Contracting Officer will make the final determination of labor hours, materials, and equipment costs required. The Contractor may appeal the Contracting Officer's decision in accordance with FAR 52.233-1, Disputes. The Government reserves the right to cancel the request for proposal or procure the services from other sources at any time. Unless otherwise specified, the Contractor shall submit proposals after date of request as shown below:

<u>Priority of Request</u>	<u>Required Submittal of Contractor Proposal</u>
Emergency	1
Urgent	5
Routine	15

a) Labor Hours and Cost Estimate – The Contractor shall prepare a labor hour estimate using industry accepted estimating procedures and man-hour data from the appropriate R.S. Means estimating guide (as primary), or other appropriate estimating sources approved by the Contracting Officer (as secondary). On a case-by-case basis, the Contractor shall submit all back up sheets, with the estimate including a listing of all operations and supporting data for all estimates based on historical information. The total labor cost estimate shall be determined by totaling the individual trade labor hours multiplied by the applicable labor rate identified in the bid schedule.

b) Material Estimates – The Contractor shall prepare material cost estimates using actual vendor quotes. Material estimates shall include a detailed bill of materials establishing the size, quality, number of units, and unit prices. Material prices shall be the lowest price available, considering the availability of materials and time constraints of the job. Three quotes shall be obtained and the lowest one used as the estimate in the cost proposal. The Government always reserves the right to furnish material. Markup will be allowed on all contractor procured materials as identified in the bid schedule. No Contractor markup will be allowed on Government furnished materials. The Government reserves the right to request additional quotes for materials on a case-by-case basis.

c) Specialized Equipment Rental Estimates – Estimates for specialized equipment may be added for a specific, one-time project requirement if not included in other portions of this contract. The Contractor shall use actual vendor quotes. Equipment rental estimates shall include a detailed price list stating size, capacities, quality, number of units, and unit prices. Equipment rental estimates shall be based on the lowest prices available considering the availability and time constraints of the job. Three quotes must be obtained and the lowest one used as the estimate in the cost proposal. Cost for equipment operators, when separate operators are required, shall be estimated on a labor hour basis unless operator cost is included in the equipment rental price. Markup will be allowed on all Contractor procured/rented equipment as identified in the bid schedule.

d) Subcontractor Work -

Work that the Contractor proposes to subcontract shall be identified in the IDIQ proposal/estimate. On all subcontractor costs, three subcontractor quotes shall be obtained and the lowest one used as the estimate in the cost proposal unless directed otherwise by the CO. All original quotations from subcontractors must be included with all Contractor task order proposals submitted to the Government. The Contractor may consider and propose cost/technical tradeoffs as part of the selection and negotiation process for services acquired under the additional services provisions of this PWS. The Contractor should state the rationale for all tradeoff recommendations. However, the final decision as to whether or not to select a higher offer due to a recommended tradeoff rests solely with the Government. If three subcontract quotes cannot be obtained, estimates for additional work shall be developed and documented exclusively using the procedures contained herein. Contractor profit and overhead will be allowed on all Contractor work as identified in the bid schedule B. If the Government deems that Contractor quotes are incomplete and/or not a fair and reasonable price, the Government reserves the right to request additional quotes from the Contractor on a case-by-case basis and/or acquire services by other means.

e) Final Price and Schedule for Task Orders – The contractor’s detailed cost proposal will be evaluated to determine if: (1) the scope has been clearly and accurately identified, (2) the task hours have been properly estimated with supporting data presented, and (3) equipment, material, and/or subcontractor cost estimates are reasonable and properly documented. If these elements are met, the Contracting Officer may issue a task order without discussions. If the above elements are not met, the Contracting Officer may negotiate with the Contractor until an agreeable scope of work, terms and conditions, and/or price estimate is reached. The Contracting Officer, at his/her discretion, may also decide to cancel the project or obtain the services through other means.

ELECTRONIC REPORTING

Information exchange between the Contractor and the Government shall be in electronic format using the latest version of Microsoft Office being used by the IRS.

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED – TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS –COMMERCIAL ITEMS – (JUNE 2009)

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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☐ (4) 52.204-11, American Recovery and Reinvestment Act Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- ☐ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ☒ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (7) [Reserved]
- ☐ (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (11) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008)(15 U.S.C. 637 (d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☒ (13) 52.219-16, Liquidated Damages Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☒ (15) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (APR 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (18) 52.219-28, Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755)
- ☐ (20) 52.222-19, Child Labor Cooperation with Authorities and Remedies

(Feb 2008) (E.O. 13126).

☒ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

☒ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

☒ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

☐ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

☐ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (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.)

☒ (28)(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.)

☐ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

☐ (ii) Alternate I (Dec 2007) of 52.223-16.

☐ (31) 52.225-1, Buy American Act Supplies (Feb 2009) (41 U.S.C. 10a-10d).

☐ (32)(i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (33) 52.225-5, Trade Agreements (June 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O. s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)

(42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

X (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (43)(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.

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 Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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, 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 (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

4. Addendum to FAR 52.212-5

52.252-2 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 this/these address(es): <http://www.arnet.gov/far/>

Pursuant to FAR 12.302(d), the following FAR clauses and provisions are incorporated in this contract as they are necessary for contract performance.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.204-7	Central Contractor Registration	(APR 2008)
52.204-9	[52.204-9] Personal Identity Verification of Contractor Personnel.	(SEPT 2007)
52.223-2	Affirmative Procurement of Biobased Products	(DEC 2007)

	Under Service and Construction Contracts.	
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	(JAN 1997)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(AUG 2003)
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	(AUG 2000)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	(MAY 1995)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	(JAN 1997)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	(APR 1984)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	(AUG 1996)

Pursuant to FAR 12.302, the following FAR clauses and/or provisions are incorporated in this contract as they are applicable to the contract performance that is related to construction (PWS Paragraph 4):

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.222-6	DAVIS-BACON ACT	(JUL 2005)
52.222-7	WITHHOLDING OF FUNDS	(FEB 1988)
52.222-8	PAYROLLS AND BASIC RECORDS	(FEB 1988)
52.222-9	APPRENTICES AND TRAINEES	(JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	(FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	(JUL 2005)
52.222-12	CONTRACT TERMINATION--DEBARMENT	(FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	(FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	(FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY	(FEB 1988)
52.228-1	BID GUARANTEE	(SEP 1996)
52.228-2	ADDITIONAL BOND SECURITY	(OCT 1997)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	(JAN 1997)
52.228-11	PLEDGES OF ASSETS	(FEB 1992)
52.228-14	IRREVOCABLE LETTER OF CREDIT	(DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION	(NOV 2006)
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR	(APR 1984)
52.236-2	DIFFERING SITE CONDITIONS	(APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	(APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP	(APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	(APR 1984)

52.236-7	PERMITS AND RESPONSIBILITIES	(NOV 1991)
52.236-8	OTHER CONTRACTS	(APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	(APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS	(APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	(APR 1984)
52.236-12	CLEANING UP	(APR 1984)
52.236-13	ACCIDENT PREVENTION	(NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	(APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	(APR 1984)
52.236-17	LAYOUT OF WORK	(APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	(FEB 1997)

(End of Addendum)

SECTION III

SOLICITATION PROVISIONS 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (June 2008)

Pursuant to FAR 12.302(d), the FAR provision at 52.212-1 has been tailored, in order to adapt to the market conditions of the acquisition.

(a) North American Industry Classification System (NAICS) code and small business size standard. **(Tailored)** The NAICS code for this acquisition is **238220** and small business size standard for this acquisition is **\$14M**.

(b) Submission of offers **(Tailored)**. Submit signed and dated offers to the office specified in Block 9 of the SF 1449 at or before the exact time specified in Block 8 of the SF 1449. To ensure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Proposals must be fully responsive to and consistent with (1) requirements of the solicitation and the PWS and (2) evaluation factors of this solicitation.

(1) Offerors are advised to submit proposals that are clear, complete and accurate as the Government may not seek clarification on information that is incomplete.

(2) Proposals must clearly respond to the requirements of the solicitation and furnish sufficient information upon which the Government may perform a reasonable evaluation of the Offeror's capabilities. Offeror's shall not merely offer to perform the work in accordance with the PWS, but shall outline specific proposed methodology for accomplishing the tasks identified in the PWS.

(3) Offers shall reflect quality rather than quantity. Offerors must adhere to any page limitations. Pages in

excess of the maximum will be removed and not retained by the Government.

(4) Offers that fail to furnish required representations or information, or take exception to the terms and conditions of the solicitation may be excluded from consideration.

(5) Transmittal envelopes or boxes shall include the solicitation number in the left hand corner:
TIRNO-09-R-00018.

(6) Formatting and layout

- **Type size** must be 10 to 12 point font
- **Type spacing** should be no more than 15 characters per inch. Within a vertical inch, there must be no more than six lines of text.
- **Print margins** must be at least one inch on each side of the paper.
- **Print setup** must be single-sided on standard letter size paper (8.5 x 11”) in the U.S. A4 in Europe). Larger paper sizes or two-sided copies will be counted as two pages.
- Diskettes and CDs must be free from any viruses. **The Government reserves the right to reject any offer whose diskette or CD is contaminated.**

(7) Offers shall be submitted in 3 separate volumes, individually entitled as state below. Each volume must be separately bound in standard loose-leaf, three-ring binders. All binders must be capable of lying flat when opened. The cover and spine of each binder will clearly identify the volume number, copy number, title, solicitation number, and Offeror's name. The original for each volume will be clearly identified and marked "ORIGINAL" on the cover of the spine. **Faxed or E-Mailed offers will not be considered or evaluated.**

VOLUME	Copies	Page Limits
I Business Proposal • Tab 1: Standard Form 1449 & Price Proposal • Tab 2 Offeror Representations & Certifications SEE FAR 52.212-3, Section IV • Tab 3: Program Manager Designation • Tab 4: Improper Invoice Contract Information • Tab 5: Subcontracting Plan • Tab 6: Financial Statement	Original + One Copy	Limited to Identified Form
II Corporate Experience and Past Performance Information	Four Copies	10
III Technical Proposal and Staffing Plan • Tab 1: Executive Summary • Tab 2: Matrix • Tab 3: Building Operations Plan • Tab 4: Service Call Plan • Tab 5: Preventive Maintenance Plan • Tab 6: Additional Services (IDIQ) Plan • Tab 7: Staffing Plan	Four Copies	150 Pages Each Tab

Volume I – Business Proposal

The following documentation must be submitted as part of Volume I:

- Tab 1: Standard Form 1449 and Price Proposal

Complete all applicable blocks of the Form 1449. Price proposal must be submitted using Form 1449 Continuation Sheets 1-10 (Price Proposal Sheets). Propose unit prices, extended prices, rates and percentages (if applicable) for each line item, including all option periods.

This procurement is subject to the Service Contract Act of 1965 and the Davis Bacon Act. See Wage Determination 2005-3017 (Revision 8) (**Attachment #3**) of the solicitation, the Collective Bargaining Agreement between UNICCO Government Services and the International Union Of Operating Engineers Local 99 (**Attachment #4**) of the solicitation. Offerors shall price option requirements for the four (4) option periods by assuming the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor (DOL) for the Base Period will apply to the four option periods. Employees may be exempt from SCA and DBA if they are employed in a bona fide executive, administrative or professional capacity as defined in 29 C.F.R Part 541 and FAR 22.1001. Offerors must use the CBA rates if they are higher than the wage determination. In pricing their minimum hourly wages.

- Tab 2: Representations and Certifications (located in Section IV, Solicitation Submittal Forms).
- Tab 3: Program Manager Designation Form

Complete and submit **Attachment 2** (located in Section IV, Solicitation Submittal Forms).

- Tab 4: Responsible Official(s) Who Can Receive Notification Of An Improper Invoice and Answer Questions Regarding the Invoice

Complete and submit **Attachment 7** (located in Section IV, Solicitation Submittal Forms).

- Tab 5: Subcontracting Plan

(This tab does not apply to small business concerns)

Prepare and submit a small business and small disadvantaged business subcontracting plan, as prescribed in **FAR 52.219-9** and outlined in **Attachment 6, Small Business Concern Subcontracting Outline** (located in Section IV, Solicitation Submittal Forms).

The subcontracting plan must be accepted by the Government prior to award, and shall be made a part of any resultant contract.

- Provide a record of previous performance in carrying out the goals of subcontracting plans during the past five (5) years.
 - Include a copy of the FY2008 SF294 and SF295 subcontract reports.
 - If the Offeror has had no previous contracts requiring a subcontracting plan, please include a statement of that effect in the proposal.
 - The Offeror shall select proposed Subofferors (including suppliers) on a competitive basis to the maximum extent practicable consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed Subofferors shall be discussed in this section. Non-competitive selection of proposed Subofferors must be justified.
 - Unless expressly provided in any resulting contract, award of the contract shall not be construed as the consent or authorization by the IRS to the selection of any proposed subofferors.
 - Tab 6: Financial Statement.
- In accordance with FAR 9.1 Responsible Prospective Contractors must have adequate financial resources to perform the contract, or the ability to obtain adequate financial resources. Offerors shall submit its certified financial statements for Fiscal Years 2007 and 2008 as well as for Fiscal Year (current to date). If the Offeror is a partnership or joint venture, statements must be submitted for each party. Financial statements shall include balance sheets, income statements, statement of cash flows and related explanatory notes. Offerors without certified financial statements shall submit compiled or reviewed statements. Offerors shall also submit sources of capital such as letters of credit and corporate capital infusion.

Volume II – Corporate Experience and Past Performance

-Information received in this volume will be used to evaluate the factors for Corporate Experience and Past Performance in accordance with FAR Clause 52.212-2.

The following documentation must be submitted as part of Volume II:

- Tab 1: Corporate Experience Summary Sheet
 - (i) Complete and submit **Attachment 3a, Experience Summary Sheet** (located in Section IV, Solicitation Submittal Forms) for a minimum of three and a maximum of five contracts that are ongoing or have been completed after December 31, 2005.

Contracts listed may include those entered into with the federal, state and local government as well as commercial concerns.

- (ii) Complete **Attachment 3b, Past Performance Information Release Letter** for each reference

identified in (i) and send it along with **Attachment 3c, Past Performance Questionnaire** (located in Section V, Solicitation Submittal Forms) directly to each reference.

Note: It is the Offeror's responsibility to follow-up with its past and present clients to ensure questionnaires are completed and submitted by the solicitation closing date. Any past performance information including past performance questionnaires received after the solicitation closing date will be considered "late" and is subject to paragraph (f) of this provision. Offerors may follow-up with the Contract Specialist to verify receipt of completed questionnaires.

- Tab 2: Subcontracting Experience (Corporate Experience handling Subcontractors)

Identify all requirements and tasks that will be subcontracted. Explain in detail how the subcontract will be administered and how quality control over subcontracted work will be achieved. Identify how subcontractors will be recruited, retained, and managed. Identify Offeror's past experience working with any of the proposed subcontractors on other relevant contracts and whether the offeror was the prime contractor on that effort. Identify if the Offeror has no prior experience with the proposed subcontractor.

Volume III. Technical Proposal

This section of the proposal shall consist of the Offeror's response to the requirements of the PWS herein.

In this section, Offerors shall identify all exceptions taken to the technical requirements of the solicitation and all deviations from the RFP. All plans submitted by the successful offeror in response to the technical approach will be incorporated into the resultant contract. Technical proposals must be directly responsive to each element of the technical evaluation criteria by including the information addressed below.

- Tab 1: Executive Summary

The Executive Summary shall provide a synopsis of the Offeror's proposal, highlighting salient features and strengths. The Executive Summary shall contain the Offeror's overall understanding of the solicitation, an introduction of the Offeror, the management team that will manage this effort, a discussion of the Offeror's proposed approach for accomplishment of the requirements. If the proposal is comprised of a teaming arrangement, the Offeror shall provide a brief summary of each team member to include: the full company name, address, point of contact and current phone number, a description of services the team member will perform under this contract and a reference to the applicable Performance Work Statement (PWS) area. Indicate whether or not the Offeror has past experience working with the proposed team member and if so, indicate how much experience the Offeror has with the proposed team member working together as partners on similar work elements in the past. This information shall also be provided for all major subcontractors.

- Tab 2: Matrix

Offerors may choose to provide proposals that exceed the solicitation requirements. If Offerors elect to provide proposals that exceed minimum requirements, Offerors must include a matrix in which they identify any areas of their proposal exceeding the Government's minimum requirements and the cost associated with the proposed approach. Identify the proposed enhancement(s) in the context of exceeding the levels of

performance or performance quality contained in the PWS and identify the associated price to the Government for the proposed enhancement.

If the Government determines that one or more of the proposed enhancement(s) have a benefit to the Government, and, if the Offeror's proposal is selected for award, the Government will incorporate those enhancements(s) into the PWS. The revised PWS will then contain the higher-level requirements with which the Offeror must comply.

- Tab 3: Staffing Plan

Offerors shall submit the following information as a part of its staffing plan.

Complete and submit **Attachment 5, Detailed Staffing Proposal** (located in Section V, Solicitation Submittal Forms).

- Submit an organization chart that clearly identifies all project personnel by position title. Provide position titles, the numbers, trades and skill levels of personnel in each position (e.g., journeyman electrician 2, apprentice electrician – 1, etc). The chart should show the lines of supervisory control of the various elements of the organization and show the number of personnel in each position by trade. Include proposed subcontractors in the organization chart to demonstrate the lines of management and control over the subcontractors. This chart will be included into the resultant contract.
- Complete and submit **Attachment 4, Resume for Key Personnel** (located in Section V, Solicitation Submittal Forms) for the project manager and all shift supervisors. Identify the authority/limits and dollar level/limit of financial commitment of each of the levels to hire or replace personnel, enter into subcontract arrangements, purchase materials and equipment, and negotiate task orders and contract changes.
- Describe how personnel will be scheduled to meet the required on-site staffing hours. The proposal shall identify the length of work periods, the skills that will be available during each period, and any standby/recall procedures that will be placed into effect to augment shift staffing. Provide detailed shift schedules for all personnel associated with providing 24 hour-coverage at the MCC campus. Specifically address the number of personnel per shift, start and stop time of each shift, and provide an example of one complete 30 day shift rotation/schedule for the MCC campus.
- Describe the recruitment and employment methods that will be used to staff the organization, initially and during the contract period. Include a table of personnel sources, noting the percentage of the total workforce to be recruited from the following (1) the Offeror's own resources and (2) outside recruitment.

- Tab 4: Building Operations Plan

Offerors shall prepare and submit a sample Building Operations Plan (BOP) that specifically addresses its plan for meeting the requirements of the PWS Paragraph 3.1.1 including both summer and winter operations. Identify all energy intense equipment (equipment exceeding 5 horse power) by the equipment identification number (ID #) and an operational plan shall be established so all equipment is operated in the most energy efficient manner possible taking into consideration indoor temperatures and outside weather conditions during summer and winter. Address the following information:

- Heating Ventilation and Air Conditioning (HVAC) equipment operations to achieve energy efficiency for various ambient outside temperature levels.
- HVAC equipment operations to achieve facility ventilation.
- HVAC equipment operations to enhance the reliability of critical equipment and subsequent reduction in risk to the IRS mission.
- Energy intense equipment (all equipment above 5HP) start up and shut down schedules and operating procedures to achieve sound energy management practices while at the same time providing a building environment in accordance with this solicitation.
- Achievement and maintenance of temperatures in all facilities.
- Achievement and maintenance of temperature in facility unoccupied spaces.
- Procedures to achieve climate conditions for Information System equipment and other specialized equipment.
- Operating Interior lighting operations plan.
- Operating Exterior lighting operations plan.
- Operations to protect facility and equipment during extreme cold.
- Chilled Water and Hot Water resets based on indoor and outside temperatures/weather.
- Procedures for use of Government-furnished free cooling building equipment to save energy.
- A specific description of how and when equipment operational checks will be performed.
- A description of how and how often automated control systems for building equipment will be backed-up.
- A description of the procedures for how all outages to building equipment and systems will be requested in advance. All non-emergency non-PM related outages shall be approved by the COTR a minimum of 24 hours in advance.
- Description of complete water treatment program for all systems
- Description of how and when all required reports will be accomplished

- Tab 5: Service Call Plan

Offerors shall clearly describe their approach for meeting the requirements of the PWS Section 3.3 specifically addressing the following as a minimum:

- How service calls will be received during normal and after hours;
- How service calls will be received, opened, closed, and documented, etc...
- How repair requirements will be identified and handled as service calls and incorporated with the QC Program;
- Procedures to be used in preparing cost estimates for labor, material and equipment and performing repair service calls with a cost greater than \$3,000;
- What materials and equipment are required to support service call work under \$3,000;
- What service call materials will be stocked on-site
- How technical assistance will be provided;

- Tab 6: Preventive Maintenance (PM) Plan

Offerors shall clearly describe their approach for meeting the requirements of the PWS Section 3.4 specifically addressing the following as a minimum:

- How the PM schedule will be updated and generated;
- How PM task orders will be assigned;
- What PM standards and procedures will be used for equipment maintenance
- What equipment will the contractor need to develop a PM Guide card for
- How PM will be closed-out and equipment records will be updated in CMMS;
- How COTR will be notified when it is necessary to defer PM;
- How deferred PM will be re-scheduled and documented when deferred and completed;
- How equipment history database will be established and maintained;
- Approach for “Certification and Testing” requirement (See PWS Paragraph 3.4.6) including names of individuals or firms that will perform the certification and testing and the certification and testing schedule;
- How PM Program will be integrated into the QC Program
- How equipment will be tagged with updated equipment ID numbers.
- List of critical spare parts for equipment PM and repairs activities that will be maintained on-site

• Tab 7: Additional Services (IDIQ) Plan

Offerors shall clearly describe their approach for meeting the requirements of the PWS Section 4 identifying how requests for additional services (IDIQ) will be estimated, proposed, staffed and/or subcontracted, scheduled, controlled, and inspected for specifically discussing the following areas:

- Procedures, staffing, and response times to be used in preparing cost estimates for labor, subcontracted work, material, and equipment for additional services task orders;
- Procedures for scheduling additional services task orders;
- Identify the source of staffing for additional services task orders;
- Procedures for managing and assuring quality work performed on additional services task orders;
- Process of how repair requirements identified by the Offeror during the QC process will be handled;
- Procedures to be used in preparing cost estimates for labor, material and equipment and performing additional services service calls with a cost greater than \$3,000;
- Describe the materials and equipment required to support service call work and how they will be obtained;
- Describe how technical assistance will be provided; and
- Describe how Offeror will open, close, document, and maintain database records for fall additional services IDIQ tasks.
- Indicate how IDIQ work performed by Offeror personnel will be accomplished (by normal staffing, overtime, over hires, etc.);
- If the IDIQ work is to be performed by subcontract, indicate how subcontractors will be obtained, scheduled, and managed to meet the required delivery dates of the IDIQ task orders (and also what IDIQ type contracts or other means the Offeror may have in place to meet the contract requirements).

(c) *Period for acceptance of offers. (Tailored)*. The Offeror agrees to hold the prices in its offer firm for **90 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. (Tailored)* This item has been deleted in its entirety.

(e) *Multiple offers. (Tailored)* This item has been deleted in its entirety.

(f) *Late submissions, modifications, revisions, and withdrawals of offers. (Tailored)*

(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 **3:00 p.m., Eastern Standard 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) RESERVED

(B) RESERVED

(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) RESERVED

(i) *Availability of requirements documents cited in the solicitation*. **(Tailored)** Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration*. 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 CCR 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 CCR 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 internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(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.

(End of provision)

2. ADDENDUM TO FAR 52.212-1

Pursuant to FAR 12.302(d), the following FAR clauses and provisions are incorporated in this contract as they are necessary for contract performance.

NUMBER	TITLE	DATE
52.216-1	Type of Contract	Apr 1984
The Government contemplates award of a Firm-Fixed Price/Award Fee/Indefinite-Delivery Indefinite-Quantity (IDIQ) contract resulting from this solicitation.		
52.219-24	Small Disadvantaged Business Participation Program Targets	Oct 2000
52.222-24	Pre award On-Site Equal Opportunity Compliance Review	Feb 1999
52.233-2	Service of Protest	Aug 1984
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), shall be served on the Contracting Officer at the address listed in Block 9 of SF 1449 .		

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

3. DEPARTMENT OF TREASURY PROVISIONS

DTAR 1052.219-71 SUBCONTRACTING PLAN (MAR 2002)

As part of its initial proposal, each large business offeror shall submit a subcontracting plan, as

prescribed in FAR 52.219-9. Use of the subcontracting plan outline contained in Section III of this solicitation is optional, however, plans must contain all elements included in the outline.

DTAR 1052.219-73 Department of the Treasury Mentor Protege Program (January 2000)

(a) Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protege Program. Mentor firms provide small business proteges with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protege firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid proteges. Contractors interested in participating in the Program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

MODIFICATIONS TO PROPOSAL

Modifications to the proposal by the offerors shall be accomplished by replacement page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The offeror shall include the date of the modification on the lower right hand edge. Revisions to proposals which have been requested or allowed by the Contracting Officer shall be submitted in the same manner as modifications.

DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of the technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the Contracting Officer. All verbal communications should also be confirmed in writing.

4. ADDITIONAL INFORMATION

1. SOLICITATION AMENDMENTS

All amendments to this solicitation will be issued via electronic posting on the IRS web page at www.procurement.irs.treas.gov. Paper copies will not be distributed. Offerors are responsible for monitoring this site for notification of amendments.

2. SITE VISIT

In accordance with FAR 52.237-1, prospective contractors are encouraged to make an on-site, in-depth review of the facility, equipment, job requirements, etc. The exact date and time of the site visit will be provided at a later date via an amendment to the solicitation.

FAR 52.237-1 SITE VISIT

(APR 1984)

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.

The site visit for ECC-Martinsburg, WV is for September 23, 2009 at 10:00 AM eastern Standard Time.

All visits must be coordinated with the Contracting Officer, Mr. Ross Saxton III. The contracting officer must be contacted by **September 18, 2009 at 3:00 PM Eastern Standard Time via telephone at (202) 283-1420 if your company plans to participate in the site visit.**

3. POST-AWARD CONFERENCE

A post award conference with the successful Offeror is required. It will be scheduled and held within 15 working days after the date of contract award. The actual date, time and location will be determined within two (2) working days after contract award.

--- End of Addendum to 52.212.1 ---

4. FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

a) Basis for Award

The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to this solicitation presents the greatest overall benefit or “best value” to the Government, price and other factors considered. The Government will employ a “trade-off” approach for making this determination. In accordance with FAR 15.101-1, this process permits tradeoffs among price and non-price factors and allows the Government to accept the other than the lowest price proposal. The following factors shall be used to evaluate offers. Each of the factors I-V are listed in descending order of importance, and each of the subfactors listed under the evaluation factor, Technical Approach, are also listed in descending order of importance.

I. Technical Approach*

A. Staffing Plan

B. Building Operations Plan

- C. Service Call Plan
- D. Additional Services IDIQ Plan
- E. Preventative Maintenance Plan
- II. Corporate Experience
- III. Past Performance
- IV. Subcontracting Plan
- V. Price

All evaluation factors other than price, when combined, are **significantly more important than price**. Offeror's are reminded that ratings for the subfactors under the Technical Approach factor will be combined to make up the overall rating for the technical approach factor. The overall rating will be no higher than the lowest subfactor rating. If an offeror receives an unacceptable rating in any factor, they will not be considered for award.

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) RESERVED

d) Proposals that are (a) submitted by the receipt date for proposals and (b) submitted in accordance with the solicitation requirements (including all stated terms, conditions, representations, certifications, shall be evaluated and rated in accordance with the evaluation criteria presented below. Proposals that are not submitted as instructed in this solicitation, do not meet the requirements or are otherwise deficient may be removed from further consideration for award at which time the Offeror will be notified in writing.

e) Technical Approach

The Government will use the information submitted as part of the Offeror's technical proposal to assess each Offeror's ability to accomplish the technical requirements of this solicitation. Proposals will receive a rating of **Outstanding**, **Acceptable**, or **Unacceptable**. Restatement of the PWS requirements and/or statements that the proposal is compliant with the RFP without a clear description of the proposed approaches, techniques, solutions and or processes to satisfy the technical requirements will result in an **Unacceptable** rating for that factor. A rating of unacceptable for any subfactor will result in non-consideration for award.

1. Technical Approach - Evaluation will be based on the Offeror's demonstrated understanding and technical approach for performing the activities contained in the PWS. This factor includes five sub factors:

- Sub Factor – Staffing Plan
- Sub Factor - Buildings Operation Plan, PWS Requirement 3.1.1
- Sub Factor - Service Call Management, PWS Requirement 3.3
- Sub-Factor - Preventive Maintenance Plan, PWS Requirement 3.4
- Sub Factor - Additional Services, PWS Requirement 4

-Staffing Plan – The Government will determine the strengths and weaknesses of the Offeror’s plan and evaluate the Offeror’s ability to provide qualified personnel and staffing levels to effectively support the work requirements initially and throughout the life of the contract. Evaluation will be based upon the Offeror’s understanding of the level of effort required to perform the requirements of the PWS and the qualifications of the personnel proposed.

-Building Operations Plan – The Government will determine the strengths and weaknesses of the Offeror’s plan and evaluate the Offeror’s ability to prepare and successfully implement a building operating plan (BOP) for each facility at each site based on the building equipment inventory and the particular IRS customers’ operational needs.

-Service Call Management – The Government will determine the strengths and weaknesses of the Offeror’s plan and evaluate the Offeror’s ability to receive, perform and document Service Calls in accordance with the procedures outlined in the PWS.

-Preventative Maintenance Plan – The Government will determine the strengths and weaknesses of the Offeror’s plan to schedule, perform and document all required PM, equipment certifications and infrared testing in accordance with the procedures outlined in the PWS.

-Additional Services – The Government will determine the strengths and weaknesses of the Offeror’s plan and evaluate the Offeror’s ability to manage work that includes labor, materials, subcontracts and specialized equipment to complete repair service calls when the cost for the service call exceeds \$3,000.00 for each individual repair task as outlined in the PWS.

(f) Corporate Experience - The Government will assess each Offeror’s probability of successful contract performance based upon Offeror’s experience providing facilities operations and maintenance services that are relevant to the effort described in the PWS. Thus, this factor seeks to look at “**what**” the Offeror has done. Responses to this factor will provide the Offeror’s experience related to relevant work processes and procedures and about

the nature, difficulties, uncertainties and risks associated with previous work performed. In addition Corporate Experience will be evaluated based upon relevancy of the experience to the size and complexity of the Enterprise Computing Center (ECC). The following dimensions listed below lists some important elements but not all of the elements that will be considered when determining relevancy.

Corporate experience will be deemed **Very Relevant**, **Relevant** or **Not Relevant**. Corporate experience will be deemed relevant if the contract is ongoing or has been completed after December 31, 2005 and:

- At least 350,000 square feet of office space and 50,000 square feet of ADP/Mainframe Computer Space;
- 1000 personnel;
- Building Equipment: Contracts operating and maintaining complex building equipment including five 1000 KVA RUPS in Parallel with 15 minutes battery, five 2250 KVA Diesel-Powered Generators in Parallel with no blink transfer, Chiller plant with a capacity of multiple chillers totaling a minimum capacity of 1200 tons and direct digital control BAS system for central plant and HVAC equipment;

Proposals may be ranked lower if the reference point of contact person cannot be reached by the Government because of misinformation or obsolete information provided by the offeror. The Government will make a maximum of three (3) attempts to contact the point of contact.

(g) Past Performance - The Government will evaluate each Offeror's relevant past performance "**how well**" each Offeror has performed on contracts relevant to the effort described in the PWS. The Government may collect and evaluate information from the Past Performance Retrieval System (PPIRS) as well as information from sources other than those provided by the Offerors. The Government will evaluate quality and timeliness of service; effective management of the contract; safety practices and customer satisfaction. A performance rating of **EXCELLENT**, **ACCEPTABLE**, **UNACCEPTABLE**, or **NEUTRAL** will be assigned. The rating of **NEUTRAL** will only be used for offerors with no previous relevant past performance.

h) Subcontracting Program Performance Evaluation.

(This factor does not apply to small business concerns)

The Government will assess the extent of participation of small, small disadvantaged, woman-owned, veteran-owned and service disabled veteran-owned small business concerns in contract performance. The purpose of the subcontracting evaluation is to determine whether the contractor will assist the IRS in meeting its small business subcontracting goals and whether the proposed subcontracted items and services are realistic and reasonable. As such, the Government will evaluate subcontracting plans for compliance with the goals established in **Attachment 6 Small Business Concerns Subcontracting Plan**. Failure to realistically propose subcontracting efforts that meet the goals stated in **Attachment 6** may

be grounds for eliminating a proposal from competition.

i) Price Evaluation

This factor will not be rated. However, proposed prices (including option years) identified on Standard Form 1449 Continuation Sheets 1-9 (Price Proposal Sheets) will be reviewed for completeness, reasonableness and to determine if prices reflect a clear understanding of the work to be performed. Price breakdown should include a summary of contractor's direct labor and material costs, indirect costs; G&A; and profit.

- The Government will conduct price analysis in accordance with the analysis techniques cited at Federal Acquisition Regulation 15.404-1(b) to determine if proposed prices are **reasonable** or **unreasonable**.
- The Government will evaluate option pricing by adding the total price for all options to the total price for the basic requirement. Unrealistically low or high proposal prices, initially or subsequently, may be grounds for eliminating a proposal from competition on the basis that the Offeror does not demonstrate an understanding of the requirement or has submitted an unreasonable proposal. The burden of proof for credibility of proposed prices rest with the Offeror.
- The Government will apply a 10% price factor in accordance with 52.219-4, Notice of Price Evaluation Preference for HubZone Small Business Concerns.
- As technical ratings become closer in evaluation, price becomes more important.
- **In the instance that one or more offers receive the same technical ratings presenting the best value to the Government, the price factor will be used as the determinant to the awardee.**

Section IV

5. 52.212-3 Offeror Representations and Certifications Commercial Items (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

The offeror shall complete the following paragraphs by circling the response and completing each fill in as appropriate. (Completed Fill-ins required.)

(a) Definitions. As used in this provision____

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“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.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except____

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 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.

“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 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.

“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 veterans or, 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.

“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 business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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 least 51 percent of the stock of which is owned by one or more women; and

(1) 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 posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database 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 applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) 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 on ORCA.]

(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, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(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.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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.

(7) 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:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees
Average Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less
☐ 51-100 ☐ \$1,000,001-\$2 million
☐ 101-250 ☐ \$2,000,001-\$3.5 million
☐ 251-500 ☐ \$3,500,001-\$5 million
☐ 501-750 ☐ \$5,000,001-\$10 million
☐ 751-1,000 ☐ \$10,000,001-\$17 million
☐ Over 1,000 ☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program–Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either_

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ___ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a 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 the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 –

(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 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) 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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – 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 Act 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 Act – Free Trade Agreements – Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act – 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 or Moroccan 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 Act Free Trade Agreements – Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act – Free Trade Agreements – Israeli Trade Act.”

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan 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 Act – 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.

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 Act_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 Act – Free Trade Agreements – Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act – Free Trade AgreementsIsra – 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 Act – Free Trade Agreements – Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

(4) 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)(4)(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:

Line Item No.	Country 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 Act. 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 \$3,000 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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(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 Act. (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 Act 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 a central contractor registration database 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 CFR 1.6049-4;

___ 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 it does not conduct any restricted business operations in Sudan.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ___ has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

- (a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a

small business concern under the size standards of this solicitation.] The Offeror /___/ is, /___/ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.) Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees

____ 50 or fewer
 ____ 51-100
 ____ 101-250
 ____ 251-500
 ____ 501-750
 ____ 751-1,000
 ____ Over 1,000

Avg. Annual Gross Revenues

____ \$1 million or less
 ____ \$1,000,001-\$2 million
 ____ \$2,000,001-\$3.5 million
 ____ \$3,500,001-\$5 million
 ____ \$5,000,001-\$10 million
 ____ \$10,000,001-\$17 million
 ____ Over \$17 million

See Solicitation Submittal Forms Package for additional information to provide a complete proposal.