

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE

SOLICITATION NO. TIRSE-15-R-00002
FACILITY OPERATIONS AND MAINTENANCE SERVICE



SITE VISIT/PRE-PROPOSAL CONFERENCE: April 27, 2016, 10:00 AM (Eastern)
(Refer to Section L, Item L.10 for attendee registration instructions)

PROPOSAL DUE DATE: May 13, 2016 1:00 PM (Eastern)

NOTICES:

1. THIS IS A SMALL BUSINESS SET-ASIDE. OFFERS FROM OTHER THAN SMALL BUSINESSES WILL NOT BE CONSIDERED.
2. OFFERS ARE NOT SOLICITED FROM FIRMS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT. FIRMS WHICH ARE CLASSIFIED AS SUCH WILL CONSIDER THIS FOR INFORMATION ONLY.
3. OFFERORS ARE RESPONSIBLE FOR MONITORING THE IRS WEBSITE FOR SOLICITATION AMENDMENTS THROUGHOUT THE SOLICITATION PROCESS.

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING PAGE OF PAGES
1 | 188

2. CONTRACT NUMBER 3. SOLICITATION NUMBER TIRSE-15-R-00002
4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 04/13/2016 6. REQUISITION/PURCHASE NO. D-6-D9-23-DE-L01 000

7. ISSUED BY CODE 14914 8. ADDRESS OFFER TO (If other than Item 7) CODE 4797
IRS/ Field Proc Bus Oper Br (OS:A:P:B:S) 2888 Woodcock Blvd, Ste 300 Atlanta, GA 30341
IRS/Southeast Area Procurement Office ATTN: Camille D. Pettway 2888 WOODCOCK BLVD. Ste. 300 Atlanta, GA 30341

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and multiple copies (as specified in Section L) for furnishing the supplies or services in the Schedule will be received at the place specified in Section L, Paragraph L.11. Or if hand carried in the depository located in (refer to Section L, Para L.12, Mailing Instructions) until **1:00 PM** (Hour) local time, **05/13/2016** (Date).

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME CAMILLE D PETTWAY B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 470-719-6514 C. E-MAIL ADDRESS Camille.Pettway@irs.gov (include subject line "Solicitation TIRSE-15-R-00002")

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	23
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	64	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	21
X	F	DELIVERIES OR PERFORMANCE	2				
X	G	CONTRACT ADMINISTRATION DATA	6	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	25
X	H	SPECIAL CONTRACT REQUIREMENTS	18	X	M	EVALUATION FACTORS FOR AWARD	7

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) 10 CALENDAR DAYS % 20 CALENDAR DAYS % 30 CALENDAR DAYS % CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
0000			

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

TABLE OF CONTENTS

SECTION A SOLICITATION/CONTRACT FORM

STANDARD FORM 33, SOLICITATION, OFFER, and AWARD

SECTION B SUPPLY SERVICE and PRICE/COST

- B.1 GENERAL**
- B.2 BASIC SERVICES**
- B.3 ADDITIONAL SERVICES**
 - B.3.1 Normal and Overtime Rates**
 - B.3.2 Additional Services Order Limitation**
- B.4 PRICE SCHEDULE**

SECTION C DESCRIPTION/SPECS/WORK STATEMENT

- C.1. INTRODUCTION**
 - C.1.1 Objective**
 - C.1.2 Code or Requirement Conflict**
 - C.1.3 Contractor**
- C.2. SCOPE OF WORK**
 - C.2.1 Description of Services**
 - C.2.2 Basic Services Overview**
 - C.2.3 Additional Services Overview**
- C.3. BASIC SERVICES**
 - C.3.1 Facility Operations**
 - C.3.1.1 Building Operations Plan (BOP)**
 - C.3.1.2 Instructions**
 - C.3.1.3 Facility Temperature**
 - C.3.1.4 Equipment Checks (Tours)**
 - C.3.1.5 System Equip. Configuration, Set Points & Operating Parameters**
 - C.3.1.6 Snow Removal & Ice Abatement Plan and Damage Report**
 - C.3.1.7 Maintain Equipment Rooms and Contractor Spaces**
 - C.3.1.8 Painting and Corrosion Control**
 - C.3.1.9 Read Utility Meters**
 - C.3.1.10 Equipment Condition Report**
 - C.3.1.11 Energy Conservation**
 - C.3.1.12 Lamps and Ballasts**
 - C.3.1.13 Demand Response Programs**

- C.3.1.14 Water Conservation**
- C.3.2 Building Systems Water Treatment**
 - C.3.2.1 Water Treatment Program**
 - C.3.2.2 Independent Testing**
 - C.3.2.3 Weekly Water Treatment Tests**
 - C.3.2.4 Chemicals**
 - C.3.2.5 Other Water Inspections**
- C.3.3 Service Calls**
 - C.3.3.1 General Service Call Requirements**
 - C.3.3.2 Service Call Reception**
 - C.3.3.2.1 Service Call Reception During Regular Work Hours**
 - C.3.3.2.2 Service Call Reception After Normal Working Hours**
 - C.3.3.2.2.1 Reception At Continuous On-Site Staffed Locations**
 - C.3.3.3 Service Call Classification, Response and Completion**
 - C.3.3.3.1 Emergency Service Calls**
 - C.3.3.3.2 Hot/Cold Calls**
 - C.3.3.3.3 Urgent Service Calls**
 - C.3.3.3.4 Routine Service Calls**
 - C.3.3.3.5 Utility time Service Calls (UTSC)**
 - C.3.3.3.6 Service Call Response/Completion Requirements**
 - C.3.3.3.7 Service Call Deferrals**
 - C.3.3.4 Service Calls with a Cost Greater Than \$3,000.00**
 - C.3.3.5 Materials, Equipment, and Critical Spares**
 - C.3.3.6 Repair Standards**
 - C.3.3.7 Damages Caused by Weather Conditions or Vandalism**
 - C.3.3.8 Technical Assistance Furniture & Equipment Moves**
 - C.3.3.9 Service Call Database**
- C.3.4 Preventive Maintenance (PM) and Certification**
 - C.3.4.1 Preventive Maintenance (PM)**
 - C.3.4.2 Preventive Maintenance Performance and Scheduling**
 - C.3.4.3 Changes in Equipment Inventory**
 - C.3.4.4 PM Documentation**
 - C.3.4.5 Equipment Identification Numbers(ID)**
 - C.3.4.6 Certification Inspection and Testing**
 - C.3.4.7 Certification Test Schedules**
 - C.3.4.8 Infrared Testing**
 - C.3.4.9 Control Systems**
 - C.3.4.10 Oil Analysis and Oil Changes**
 - C.3.4.10.1 Periodic Oil Analysis**
 - C.3.4.10.2 Non-Destructive Chiller Tube Analysis**
 - C.3.4.11 Boiler/Pressure Vessel Operation and Inspection Standards**
 - C.3.4.12 Backflow Prevention Devices**
 - C.3.4.13 Portable Water Systems**
- C.3.5 Personnel Requirements**
 - C.3.5.1 On-Site Project Manager**

- C.3.5.2 On-Site Computerized Maintenance Management Systems (CMMS) Administrator**
- C.3.5.3 On-Site Shift Supervisors**
- C.3.5.4 Electricians**
- C.3.5.5 Heating Ventilation Air Condition (HVAC) Mechanic**
- C.3.5.6 Maintenance Mechanic & General Maintenance Workers and Helpers**
- C.3.5.7 Specialized Equipment Maintenance**
- C.3.6 Staffing Requirement and On-Site Hours of Operation**
- C.3.7 Environment, Health and Safety (EHS) Requirements**
 - C.3.7.1 General**
 - C.3.7.2 Submittals**
 - C.3.7.3 Scheduling and Recordkeeping**
 - C.3.7.4 IRS Environmental Permits**
 - C.3.7.5 EHS Compliance**
 - C.3.7.6 EHS Inspections**
 - C.3.7.7 EHS Training**
 - C.3.7.8 Personal Protective Equipment**
 - C.3.7.9 Occupant Protection**
 - C.3.7.10 Housekeeping**
 - C.3.7.11 Equipment**
 - C.3.7.12 Accidents, Mishaps and Near Misses**
 - C.3.7.13 Fire Protection**
 - C.3.7.14 Electrical Safety**
 - C.3.7.15 Compressed Gas Cylinder Safety**
 - C.3.7.16 Powered Industrial Trucks (PIT)**
 - C.3.7.17 Confined Spaces**
 - C.3.7.18 Air Emissions**
 - C.3.7.19 Underground Storage Tanks**
 - C.3.7.20 Spills and Releases**
 - C.3.7.21 Waste Management**
 - C.3.7.22 Hazardous Material**
 - C.3.7.23 Refrigerants**
 - C.3.7.23.1 Inventory of Refrigerants**
 - C.3.7.23.2 Reclamation of Refrigerants**
 - C.3.7.23.3 Accountability for Refrigerants**
 - C.3.7.24 Emergency Planning and Community Right-to-Know Act (EPCRA)**
 - C.3.7.25 Hazardous Building Materials**
 - C.3.7.25.1 Asbestos**
 - C.3.7.25.2 Lead-based Paint**
 - C.3.7.25.3 PCBs**
 - C.3.7.25.4 Other Hazardous Building Materials**
 - C.3.7.26 Sustainable Building**
 - C.3.7.27 Green Purchasing**
- C.3.8 Security**
 - C.3.8.1 Site Access and Clearances**
 - C.3.8.1.1 Full Time and Frequent On-Site Access**

- C.3.8.1.2 Infrequent and Intermittent Access**
- C.3.8.2 Badges**
- C.3.8.3 Facility Security**
- C.3.9 Phase-In and Phase-Out**
- C.3.9.1 Phase-In Planning/Staffing**
- C.3.9.2 Existing Deficiencies Inspection**
- C.3.9.2.1 Inspection Process**
- C.3.9.2.2 Equipment Disassembly/Reassembly for Inspection Purposes**
- C.3.9.3 Inspection Documentation**
- C.3.9.4 Correction of Deficiencies**
- C.3.9.5 Responsibility for Normal Operations and Maintenance**
- C.3.9.6 Contract Start**
- C.3.9.7 Phase-Out**
- C.3.9.7.1 Contract Close-Out Inspection**
- C.3.9.7.2 Inspection Documentation**
- C.3.9.7.3 Deficiency Correction**
- C.3.10 Quality Control Plan (QCP)**
- C.3.10.1 Inspection System**
- C.3.10.2 QCP Personnel**
- C.3.10.3 Annual Executive Quality Control (QC) Inspection**
- C.3.10.4 QCP Documentation**
- C.3.11 Government Quality Assurance Program (QASP)**
- C.3.12 Contingency Plans**
- C.3.13 Required Reports and Submittals**
- C.3.14 Partnering**
- C.3.15 Warranties**
- C.3.16 Computerized Maintenance Management Systems (CMMS)**
- C.3.17 As-Built Drawings**
- C.3.18 Work Performance, Coordination and Scheduling**
- C.3.18.1 Routine Work Coordination**
- C.3.18.2 Facility Outages Coordination**
- C.3.19 Historic Preservation**

- C.4. ADDITIONAL SERVICES**
- C.4.1 Types of Additional Services**
- C.4.1.1 Repair Requirements (Service Call Work) exceeding Micro-purchase Threshold**
- C.4.1.2 Correction of Deficiencies Identified During Phase-In Inspection**
- C.4.1.3 New Project Work/Renovations**
- C.4.1.4 Snow Hauling**
- C.4.1.5 Painting and Corrosion Control Exceeding 200SF**
- C.4.2 Proposals**
- C.4.3 Cost Proposals**
- C.4.3.1 Labor Hours and Cost Estimate**
- C.4.3.2 Material Estimates**
- C.4.3.2.1 Specialized Equipment Rental Estimates**
- C.4.3.2.2 Subcontractor Work**

- C.4.4 Consequences of Failure to Provide Cost Proposals**
- C.4.5 Establishing Final Price and Schedule for Task Orders**
- C.4.6 Changes to the Scope of Work in Task Order**
- C.4.7 Reports**

C.5. GOVERNMENT FURNISHED ITEMS

- C.5.1 Government Furnished Space**
 - C.5.1.1 Keys to Government Facilities**
 - C.5.1.2 Authorized Use and Access to Spaces**
 - C.5.1.3 Technical Publications**
- C.5.2 Government Furnished Materials and Material Inventory**
 - C.5.2.1 Material Inventory**
- C.5.3 Government Furnished Equipment**
 - C.5.3.1 Office Furnishings, Minor Tools, and Shop Fixtures**
 - C.5.3.2 Use of Government Property**
 - C.5.3.3 Equipment Inventory**
 - C.5.3.4 Computers**
- C.5.4 Government Provided Services**
 - C.5.4.1 Utilities**
 - C.5.4.2 Fuels**
 - C.5.4.2.1 Fuel Oil Treatment**
 - C.5.4.3 Housekeeping Services**
 - C.5.4.4 Grounds Maintenance and Refuse Removal**
 - C.5.4.5 Security and Fire Protection**

C.6. CONTRACTOR PROVIDED ITEMS

- C.6.1 Materials**
- C.6.2 Communication Equipment**
- C.6.3 Drawings**
- C.6.4 Personal Protective Equipment**
- C.6.5 Uniforms**
- C.6.6 Warranty of Services**

C.7. DEFINITIONS AND ACRONYMS

C.8. REGULATIONS AND REFERENCES

SECTION D
PACKING AND MARKING

D.1. PAYMENT OF POSTAGE AND FEES

D.2. MARKING

SECTION E
INSPECTION AND ACCEPTANCE

- E.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE**
- E.2. PERFORMANCE REQUIREMENTS SUMMARY TABLE DESCRIPTION**
- E.3. PAYMENT DEDUCTION CLAUSE**
- E.4. ADJUSTING PAYMENTS**
- E.5. SUBMITTAL ACCEPTANCE OR REJECTION NOTIFICATION**
- E.5. INVOICING FOR LABOR CATEGORIES**

SECTION F
DELIVERIES OR PERFORMANCE

- F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE**
- F.2. CONTRACT TERM AND PHASE-IN PERIOD**
- F.3. PLACE OF PERFORMANCE**
- F.4. DELIVERY SCHEDULE**
- F.5. DELIVERY LOCATION**
- F.6. DELIVERY METHOD**

SECTION G
CONTRACT ADMINISTRATION DATA

- G.1 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S REPRESENTATIVE, AND CONTRACTOR'S PROJECT MANAGER**
 - G.1.1 Contracting Officer**
 - G.1.2 Contracting Officer's Representative**
 - G.1.3 Project Manager**
- G.2 ADDITIONAL SERVICES ORDERING, PERFORMANCE, AND PAYMENT PROCEDURES**
- G.3 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS**
- G.4 IR1052.232-7003 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS FOR THE INVOICE PROCESSING PLATFORM (IPP)**
- G.5 INVOICING FOR LABOR CATEGORIES**

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- H.1. 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS**
- H.2. 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEM**
- H.3. IR1052.204-9005 SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS**
- H.4. IR1052.204.9006 NOTIFICATION OF CHANGE IN CONTRACTOR EMPLOYEE EMPLOYMENT STATUS, ASSIGNMENT, OR STANDING**
- H.5. IR1052.224-9008 SAFEGUARDS AGAINST UNAUTHORIZED DISCLOSURE OF SENSITIVE BUT UNCLASSIFIED INFORMATION**
- H.6. IR1052.239-9007 ACCESS, USE OR OPERATION OF IRS INFORMATION TECHNOLOGY (IT) SYSTEMS BY CONTRACTORS**
- H.7. INSURANCE - WORK ON GOVERNMENT INSTALLATION**

- H.8. APPLICABLE MINIMUM HOURLY RATES OF WAGES**
- H.9. SECURITY REQUIREMENTS**
- H.10. IDENTIFICATION**
 - H.10.1 Identification of Contract Employees**
 - H.10.2 Photo-Identification Badges**
 - H.10.3 Parking Decals**
- H.11. RECORD OF ARRIVAL/DEPARTURE**
- H.12. STAFFING AND KEY PERSONNEL**
- H.13. INTERFERENCE WITH BUSINESS**
- H.14. UNIFORMS**
- H.15. STANDARDS OF CONDUCT**
- H.16. NONPAYMENT FOR UNAUTHORIZED WORK**
- H.17. DATA DOCUMENTATION/OWNERSHIP**

SECTION I
CONTRACT CLAUSES

- I.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE**
- I.2. 52.216-18 ORDERING**
- I.3. 52.216-19 ORDER LIMITATIONS**
- I.4. 52.217-8 OPTION TO EXTEND SERVICES**
- I.5. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT**
- I.6. 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION**
- I.7. 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**
- I.8. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION**
- I.9. 52.223-11 OZONE-DEPLETING SUBSTANCES**
- I.10. 52.225-9 BUY AMERICAN CONSTRUCTION**
- I.11. 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATIONS SERVICE**
- I.12. 1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)
APPOINTMENT AND AUTHORITY**
- I.13. 1052.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (DEVIATION)**
- I.14. 1052.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT
REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**
- I.15. 1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS**
- I.16. IR1052.204-9004 ACCESSING ON-LINE PAYMENT INFORMATION**
- I.17. DT1052.210-70 CONTRACTOR PUBLICITY**
- I.18. 1052.232-7003 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS
FOR THE INVOICE PROCESSING PLATFORM (IPP)**

**SECTION J
EXHIBITS AND ATTACHMENTS**

Exhibit No.	Title of Exhibit/Attachment
B-1	Price Schedule
E-1	Performance Requirements Summary Table
H-1	DOL Wage Determination
H-2	General Decision Number
Technical Exhibits	
TE-1	General Location and Site Information
TE-2	Facility Components and Equipment
TE-3	Service Call(s) History (2014 and 2015)
TE-4*	Public Buildings Preventive Maintenance Guides
TE-5	Building Equipment Inventory List
TE-6	Required Submittals and Reports
TE-7A	Government Furnished Space and IT Equipment
TE-7B	Government Furnish Material Equipment
TE-8	Glossary of Terminology
TE-9	Applicable Regulations and References
TE-10	Infrared Testing Requirements
TE-11*	Service Call, PM and Additional Services Work Flow Charts
TE-12	Certification Requirements
TE-13	Reserved
TE-14	Bio-based Annual Reporting Form Template
Attachment No.	
1	Quality Assurance Surveillance Plan (QASP)
2	Past Performance Questionnaire

*EXHIBIT AVAILABLE UPON REQUEST

**SECTION K
REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF OFFERORS**

- K.1. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**
- K.2. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS**
- K.3. 52.209-5, CERIFICATION REGARDING RESPONSIBILITY MATTERS**
- K.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS**
- K.5. 52.209-11 REPRESENTAION BY CORPORATIONS REGARDING DELIQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW**

- K. 6. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS**
- K.7. 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN REPRESENTATION AND CERTIFICATION**
- K.8. IRS1052-04-001 INSTRUCTIONS to OFFERORS FOR PERFORMANCE REQUIREMENTS**
- K.9. IR1052-96-122 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS**
- K.10. AB1052.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS— REPRESENTATION (MAR2015) (DEVIATION 2015-00003)**
- K.11. AB1052.209-72 CHARTER IN BERMUDA OR THE CAYMAN ISLANDS FISCAL YEAR 2015 APPROPRIATIONS, DIVISION E AGENCIES (DEVIATION 2015-00004)**
- K.12. IR1052.232-7003 ELECTRONIC INVOICING and PAYMENT REQUIREMENTS FOR THE INVOICE PROCESSING PLATFORM (IPP)**

**SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

- L.1. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**
- L.2. 52.204-7 SYSTEM FOR AWARD MANAGEMENT**
- L.3. 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION**
- L.4. 52.216-1 TYPE OF CONTRACT**
- L.5. 52.233-2 SERVICE OF PROTEST**
- L.6. 52.237-1 SITE VISIT**
- L.7. 52.252-5 AUTHORIZED DEVIATIONS in INPROVISIONS**
- L.8. IR1052-96-061 DISCUSSIONS AND CORRESPONDENCE**
- L.9. IR1052-96-120 DISPOSITION OF PROPOSALS**
- L.10. SITE VISIT/PRE-PROPOSAL CONFERENCE**
- L.11. PROPOSAL PREPARATION INSTRUCTIONS**
 - L.11.1 General Instructions**
 - L.11.2 Volume I - Business Proposal**
 - L.11.3 Volume II - Price Proposal.**
 - L.11.3.1 General**
 - L.11.3.2 Specific**
 - L.11.4 Volume III - Technical Proposal**
 - L.11.4.1 General**
 - L.11.4.2 Specific**
 - L.11.4.2.1 Tab 1 - Introduction**
 - L.11.4.2.2 Tab 2 - Staffing Plan and Phase-In Plan**
 - L.11.4.2.3 Tab 3 - Building Operations Plan**
 - L.11.4.2.4 Tab 4 - Service Call Plan**
 - L.11.4.2.5 Tab 5 - Preventive Maintenance (PM) Plan**

L.11.4.2.6 Tab 6 - Additional Services Plan

L.11.4.2.7 Tab 7 –Subcontracted Work

L.11.4.2.8 Tab 8 – Relevant Work Experience

L.11.4.2.9 Tab 9 - Record of Past Performance.

L.12. MAILING INSTRUCTIONS

**L.13. PROPOSAL FORMS AND OTHER REQUIRED DOCUMENTS TO BE
REMOVED, COMPLETED AND RETURNED AS PART OF OFFER**

**SECTION M
EVALUATION FACTORS FOR AWARD**

M.1. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

M.2. BASIS OF AWARD

M.3. EVALUATION FACTORS

M.4. TECHNICAL EVALUATION

M.4.1 ADJECTIVAL RATINGS

M.5. PRICE EVALUATION

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

It is the Government's intention to obtain Facility Operation and Maintenance Services for the IRS Cincinnati Service and Child Care Center by means of awarding a firm-fixed-price type contract. Services to be performed are defined in Section C, either as "Basic Services" or "Additional Services".

The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment (unless otherwise stated), and shall plan, schedule, coordinate, and assure effective performance of all services described herein.

The contract term consists of a base period and option renewal periods. Refer to Section F, Contract Term.

Notification of Options: The contract incorporates "options" as addressed in the Price Schedule, contract terms, and conditions. "Option" means a unilateral right in a contract by which for a specified time, the Government may exercise the option to extend the term or services of the contract. The exercise of an Option is a Government prerogative, not a contractual right on the part of the contractor. Contractor performance under this contract constitutes acceptance of the contract, terms and conditions, including "options."

B.2 BASIC SERVICES

All work requirements outlined in Section C, with exception of those specifically excluded, are considered "Basic Services". Basic Services shall be performed as firm-fixed-price work priced in accordance with the fixed monthly price specified in the Price Schedule (refer to Exhibit B-1, Price Schedule).

B.3 ADDITIONAL SERVICES

Additional Services (refer to Paragraph C.4, Additional Services) is work of a non-recurring nature not included under Basic Services, and includes authorized work tasks that exceed established thresholds defined under Basic Services. Additional Services shall be performed in accordance with contract terms as firm-fixed priced work with labor priced in accordance with the fixed labor-hour rates outlined in the Price Schedule, or as firm-fixed-priced work.

B.3.1 Normal and Overtime Hourly Rates

Overtime rates (for applicable work based on the fixed labor-hour rates in the Price Schedule) apply only when the Government requires performance outside the contract's core business schedule otherwise Normal rates apply. Payment of overtime rate(s) must be pre-approved by

the Authorized Ordering Official (refer to Paragraph G.2, Additional Services Ordering, Performance, and Payment Procedures).

For the purposes of this contract, the “core business schedule” is defined as Monday through Friday (excluding Federal observed holidays), between the hours 6:00 AM to 5:00 PM.

B.3.2 Additional Services Order Limitation

Order limitations for Additional Services work requirements are outlined in Section G, Paragraph G.2, Additional Services Ordering, Performance, and Payment Procedures. Authorized Ordering Official(s) will be designated in writing by the Contracting Officer (CO) at the time of contract award and subject to change by contract modification. The Authorized Ordering Official’s authority is limited to the terms of the contract. It will be at the Contractor’s own risk to exceed the "ceiling price" established by the Contracting Officer. The ceiling price(s) will be established for individual contract line item(s) awarded for Additional Services (e.g. Base Period, Additional Services - Line Item No. 0002; Option Period I, Additional Services - Line Item 1002; etc.).

B.4 PRICE SCHEDULE

Contract pricing shall be in accordance with the schedule of prices, as outlined in Section J, Exhibit B-1, Price Schedule.

[BLANK PAGE]

Section C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. INTRODUCTION

C.1.1 OBJECTIVE

The objective of this contract 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), IRS Cincinnati Service Center and Child Care Center located at 201 W River center Blvd, Covington, KY, 41011.

The overriding objective 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. Moreover, the objective is to ensure no unscheduled building systems outages on critical building systems which affect IRS operations. The specific location, mission, facility size, building(s) population and other relative data are shown in TE-1.

C.1.2 CODE OR REQUIREMENT CONFLICT

Throughout this performance work statement (PWS) there are references to applicable codes or requirements. These references are for informational purposes to assist in the definition of the applicable codes or requirements. 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. The Contractor must comply with the provisions of Executive Order 13423 and 13514 with respect to the operation of government-owned facilities and vehicles.

C.1.3 CONTRACTOR

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

C.2. SCOPE OF WORK

C.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) building(s) at the following location(s): IRS Cincinnati Service Center and Child Care Center, 201 W River center Blvd, Covington, KY, 41011. Specific facility equipment and building systems included in this contract are shown in TE-2 for Facility Components and Equipment (contract covered systems and infrastructure components requiring operations, service calls and service call repairs, etc..) and TE-5 depicting Building Equipment Inventory List requirements for the 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 outline in Paragraph C.4 below, as indefinite delivery indefinite quantity type requirements for services such as building/equipment repair services, new work, snow hauling services, and phase-in deficiency correction.

The Contractor shall operate the IRS Cincinnati Service Center facility covered by this contract during all emergency situations such as fires, spills, accident and rescue operations, strikes, civil disturbances, natural disasters and the like. The contractor's Project Manager and designated staff shall become thoroughly familiar with the IRS Occupancy Emergency Plan (OEP) at each site. The Contractor shall be responsible to support the procedures outlined in the OEP during an actual emergency or any associated preparatory drills, by performing specific actions as required by the COR as part of the basic services (fixed price) portion of this contract.

C.2.2 BASIC SERVICES OVERVIEW

Basic Services shall be performed based on the firm-fixed monthly price in the Price Schedule and include all contract services herein, unless specifically identified as "Additional Services."

The basic services portion of this requirement is intended to encompass performance of all services described in paragraph C.3 and subparagraphs, including, but not limited to:

- Operate the facility (see paragraphs C.3.1, C.3.2 and C.3.6);
- Perform all service calls and repairs initiated by the Government as service calls (see paragraph C.3.3);
- Perform Preventive maintenance, equipment certification and infrared testing (see paragraph C.3.4 and related Exhibits (TE 4, TE 5 and TE 10) ;
- Provide the services to manage the work at IRS Cincinnati Service Center (see paragraph C.3.5) and;
- Perform project planning and proposal development activities of all Additional Services work requested by the Government (see paragraph C.4).

C.2.3 ADDITIONAL SERVICES OVERVIEW

Additional Services are items/tasks not included under basic services and will be ordered separately, on an as-needed basis, in accordance with contract terms. (Refer to Paragraph C. 4, Additional Services, Paragraph G.2 Additional Services Ordering, Performance, and Payment Procedures; and the following FAR Clauses in Section I: FAR 52.216-18, Ordering, and FAR 52.216-19, Order Limitation). The Contracting Officer Representative (COR) may order additional services that do not exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation (FAR) Subpart 2.101, using a credit card as a means of authorizing additional services.

All additional services costing more than the micro-purchase threshold will be authorized by a fixed-price task order in accordance with the contract terms. *Micro-Purchase Threshold" means \$3,500, except it means—

((1) For acquisitions of construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), \$2,000;

(2) For acquisitions of services subject to 41 U.S.C. chapter 67, Service Contract Labor Standards, \$2,500; and

(3) For acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation or to facilitate defense against or recovery from nuclear, biological, chemical or radiological attack as described in [13.201\(g\)](#) (1), except for construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (41 U.S.C. 1903)--

(i) \$20,000 in the case of any contract to be awarded and performed, or purchase to be made, inside the United States; and

(ii) \$30,000 in the case of any contract to be awarded and performed, or purchase to be made outside the United States.

Orders for additional services requirements of this contract will not exceed the maximum ordering limitation (MOL), per task order, outlined in Section I, FAR 52.216-9 Additional Services include, but are not limited to, the following:

- That portion of service call repairs that are in excess of the \$3,000.00 threshold per service call (see paragraph C.4.1.1);
- Phase-in deficiency corrections that are in excess of \$500.00 each (see paragraph C.4.1.2);
- New Project Work/Renovations (see paragraph C.4.1.3);
- Snow Hauling (see paragraph C.4.1.4); and
- Painting and Corrosion Control over 200SF per request (see paragraph C.4.1.5).

Additional Services requirements will be ordered in accordance with contract Paragraph G.2, through issuance of task/delivery orders by the CO or service requests/orders by the COR. Individual requirements not exceeding the micro-purchase may be ordered by issuance of an Additional Service requests/orders or purchase card orders, . The Contractor shall be responsible to have processes in place to accept Government purchase (credit) card orders by no later than the end of the phase in period.

C.3. BASIC SERVICES

C.3.1 FACILITY OPERATIONS

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

C.3.1.1 BUILDING OPERATIONS PLAN (BOP)

The Contractor shall prepare and successfully implement a building operating plan (BOP) for IRS Cincinnati Service Center based on the TE-5 Building Equipment Inventory List 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 (start up and shut down times and days operated) 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 COR no later than the end of the 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 the BOP at least annually (within the first 30 days of each option period) or when directed by the Contracting Officer's Representative (COR) and revise the plans as necessary. All revised plans shall be submitted to the COR for written approval prior to implementing the revised BOP. The COR 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 typical 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.
 - 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 (tours) will be performed.
- (7) Describe procedures and frequency for back up of all automated control systems for building equipment.

- (8) Development of a lighting control plan based on automated building lighting systems and/or manual procedures. A complete plan shall be developed explaining in detail how lighting shall be operated and costs shall be controlled.
- (9) 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 COR a minimum of 24 hours in advance.
- (10) 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.).
- (11) Plans and procedures for demand response programs, utility peak pricing tariffs and utility curtailment plans.
- (12) Describe the procedures and frequency of training for the Contractor staff to ensure strict adherence to the BOP.
- (13) Description of watch procedures and documentation to be undertaken during operation of boilers, chillers, and related equipment.

C.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 COR annually and shall be made available to other Government personnel upon request.

C.3.1.3 FACILITY TEMPERATURE

All spaces occupied during facility operating hours shall be maintained at 74 degrees \pm 2 degrees Fahrenheit. Rooms housing Information Technology equipment (Data Centers identified in TE-1) shall be maintained between 64 and 82 degrees Fahrenheit with a relative humidity between 35 – 70%. All HVAC and /or CRAC units will have the same temperature set points. Rooms used for special Printing Operations will be maintained at 72 degrees \pm 1 degree Fahrenheit with a relative humidity of 50% \pm 5%. All HVAC and/or CRAC units will have the same temperature set points. Any temperature deviations shall be approved by the COR in writing.

C.3.1.4 EQUIPMENT CHECKS (TOURS)

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 equipment checks are performed. Equipment check sheets (format to be approved by the COR during the phase-in period) shall document all major operating parameters and must indicate the tolerance bands for acceptable performance where available. All findings noted during the checks shall be entered as remarks on the check sheet and a service call work order shall be initiated for any deficiencies that can't be immediately corrected. All completed equipment check sheets shall be provided to the COR within 2 work days after completion (as required by the COR). A building tour log book (format to be approved by the COR during the phase-in period) shall be stationed within the particular area and maintained for all mechanical and electrical machine room locations (as required by the COR). The building tour log book stationed within the particular area shall reflect a minimum 30 day period of performance and shall be notated with the

time, date, and mechanics initials when equipment checks are performed in these areas. Completed equipment check sheets and logs beyond the 30 day period shall be maintained in an orderly filing system by the Contractor and remain available for review by the COR throughout the duration of the contract. Thirty days before the expiration of the contract, all contract records (electronic and hard copy) shall be provided to the COR (excluding those records that are provided to the COR on a routine basis throughout the Contract period – i.e. Tour Logs).

Equipment operating logs shall be maintained for major equipment (chiller, boilers, etc. format to be approved by the COR during the phase-in period). Information recorded on the logs shall be adequate to track the operating hours and performance history of the equipment. The past 7 days of logs shall be kept at the equipment in a protective covering. Logs past 8 days old shall be maintained in an orderly filing system by the Contractor and remain available for review by the COR throughout the duration of the contract.

Required Equipment Check Frequencies:

Minimum:

1. DAILY: Major HVAC equipment (when in operation) including boilers, chillers, sump pumps, cooling towers, BAS/EMS, pneumatic control air compressors and air handlers, fire alarm system control panels (fire alarm system control panels shall not have any trouble conditions), steam system reducing and regulating stations, special purpose HVAC for critical functions.
2. WEEKLY: Distributed HVAC equipment including package units and external condensers, pumps, motors, sewage ejectors, fire pumps, generators, battery systems and uninterruptible power systems (UPS). Emergency generator system test start and check.
3. MONTHLY: Emergency generator load test and full system check, transformers, secondary Electrical rooms. Switchgear/primary electrical equipment rooms and sprinkler system valves, pumps, etc., and condensate drip pans.

Where central plant equipment (chillers over 300 ton 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. Contractor shall initial printed recording or shift tour log book to indicate equipment check.
4. Make adjustments at the central control panel (or) in response to changing operating conditions.

C.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 COR. 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.

C.3.1.6 SNOW REMOVAL AND ICE ABATEMENT PLAN AND DAMAGE REPORT

The Contractor shall submit a detailed snow removal plan during the phase-in period to include the following requirements:

a. The Contractor shall remove snow in a timely manner from the parking spaces/areas and all sidewalks during all snow falls of one inch or more or when potentially unsafe conditions exist for IRS employees as determined by COR;

b. The Contractor's Snow Removal Plan shall be based on the following task requirements: (1) All accumulations of ice shall be abated immediately by applications of chemicals and/or other means to provide secure footing and safe driving conditions. (2) Sidewalks and other walking paths shall be clear of snow and ice throughout normal business hours and during periods at change of shifts even if snow or ice is continuing to fall during that time period. (3) Parking areas shall be cleared before normal business hours and/or shift change so parking is available to IRS staff throughout normal business hours. (4) When possible, snow shall be piled at a lower elevation than walking areas or at other locations on IRS premises so as to prevent water from melted snow crossing walkways and parking lots and refreezing. (5) If snow accumulation exceeds the capability to pile the snow on the IRS premises as determined by the COR, hauling of snow to an offsite location may be authorized as an Additional Service. See Paragraph 4.

c. All chemicals proposed to be used in snow and ice removal shall not damage any IRS facility surface, shall be approved by the COR prior to use.

d. A sufficient quantity of chemicals shall be stored on-site. All chemicals stored on-site shall be protected from unintentional runoff. e. The Contractor shall provide a detailed report in September of each calendar year that identifies all site damages to parking lot surfaces, curbs, parking lot light poles, site fencing, sidewalks, and lawn sprinkler systems, etc. so that all existing deficiencies are identified before the commencement of snow removal services for the year. The Contractor shall be responsible for all damages to Government property, structures, and systems caused by the Contractor's negligence while performing snow removal services at no additional cost to the government.

e. The contractor's detailed Snow Removal Plan, including the description of the chemicals to be used, available equipment on and off site, personnel that will be involved, and a drawing of the site depicting the sequence of how snow and ice will be removed from each site, shall be updated and provided to the COR for review and approval annually on or before November 1. The Snow Removal Plan shall be approved prior to implementation or use.

C.3.1.7 MAINTAIN EQUIPMENT ROOMS AND CONTRACTOR SPACES

The Contractor shall keep building equipment machine rooms, shops, and contractor office spaces clean and organized at all times. The contractor shall also maintain a safe working environment 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.

Operating supplies such as packing, lubricants, rags, cleaners, etc., shall be properly secured in containers and stored in accordance with fire safety requirements outlined in the NFPA and local fire safety laws and regulations, in spaces approved by the COR for storage. All fire proof or required storage containers will be provided by the Contractor at no additional cost to the Government. The Government assumes the Contractor is knowledgeable of all applicable codes and requirements and thus includes the costs for proposer storage cabinets, hazardous materials containment, and other required containers in the fixed price cost of the Contract.

During the course of government building inspections by the COR or Government Maintenance Work Inspectors (MWI's), any unacceptable conditions such as unauthorized storage of hazmat materials, old parts, supplies and/or debris discovered will result in an issuance of a service call at no additional cost to the Government. Any fines or fees imposed as a result of improper storage of any material, supplies, equipment or safety conditions as a result of contractor actions will be paid by the contractor or it will be deducted from the monthly payment.

C.3.1.8 PAINTING AND CORROSION CONTROL

Painting included in the basic services portion of this contract is limited to 200 SF 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 200 SF per request) may be ordered under additional services 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. 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 COR.

The Contractor is required to aggressively remove or convert all metal corrosion. Corrosion conversion and/or removal is required as part of every Preventive Maintenance and repair activity. The Contractor shall not defer or postpone corrosion control once identified by the Contractor or by the Government.

C.3.1.9 READ UTILITY METERS

The Contractor shall be responsible for reporting usage readings for the gas, steam, electricity, water, fuel oil, and sewage meters monthly and record the readings as applicable. The meters shall be read each month as directed by the COR. A Monthly Utility Usage Report of the meter readings shall be provided to the COR as part of the Monthly Progress Report (format to be approved by the

COR during the phase-in period). All Contractor readings taken shall correspond with dates when utility company takes reading. The report shall also include monthly readings indicating fuel oil levels in each storage tank. The Contractor shall utilize all three of the Fuel Oil Monitoring Systems for monitoring levels in all three above ground fuel oil tanks. The Contractor shall also provide capacity conversions, from the mechanical tape monitoring system, on the fuel oil level report.

C.3.1.10 EQUIPMENT CONDITION REPORT

The Contractor shall provide immediate notification to the COR for all equipment that is not fully operational. Furthermore, the Contractor shall provide a Daily Equipment Report (format to be approved by the COR during the phase-in period) (sent via E-mail) to the COR by 9:00 am, 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. The contractor shall time/date stamp (a device that prints the full date and time on the equipment condition report) the report when it is turned over to the Government (unless the report is emailed, then the date/time of the email will serve as the recorded time it was turned over to the Government).

C.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 deductions under the terms of the contract. 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 COR and considering life-cycle costs, shall pursue the use of the most energy efficient replacement parts and equipment (Energy Star Rated) 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 COR 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.

An aggressive Government energy management program is in place. At a minimum, all equipment, systems, architecture and structure shall be operated and maintained per E.O. 13423 and 13514, Department of Energy recommendations, best practices, and guidance. Subsequent updates, revisions, etc., shall become part of the contract at no additional cost to the Government.

C.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 COR. 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. The Contractor shall establish and implement a lamping and ballast recycling program for fluorescent tubes and light bulbs in accordance with EPA, state, and GSA regulations.

C. 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 of 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 deductions under the terms of the contract for excess costs or loss of revenue to the Government.

C.3.1.14 WATER CONSERVATION

The Contractor, in coordination with the COR and considering life-cycle costs, shall pursue the use of the most water efficient replacement parts and equipment items available. Where applicable, the Service Provide should purchase Water Sense (SM) labeled products. If irrigation services are subcontracted, the contract shall be certified through a Water Sense labeled program.

C.3.2 BUILDING SYSTEMS WATER TREATMENT

The Contractor shall provide a written detailed water treatment program with their proposal covering all equipment and systems with specific details of how the water treatment will be implemented, maintained, scheduled, and oversight provided as part of this contract. The program shall include but is not limited to all of the requirements of the PWS under C.3.2.

C.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 installing all of the 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 COR within the first 30 days of the phase-in period and the COR 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.

C.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 COR within five (5) calendar days of the analysis. Analyses other than the initial analysis noted above, shall be made on each system as follows:

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

C.3.2.3 WEEKLY WATER TREATMENT TESTS

Trained on-site Contractor personnel or sub contracted personnel shall routinely conduct water treatment and testing of all water systems identified in paragraph 3.2.1 on a weekly basis. A written report of findings of all tests and any adjustments to the system shall be submitted to the COR within two (2) calendar days.

C.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 at the contractors expense, 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 or non-chemical methods shall be used to prevent algae, slime and bacteria growth. The Contractor shall warrant that the chemicals or methods 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.

C.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. The first test shall occur within 30 days of the contract start date and subsequent test shall occur within the first 30 days of each option period. 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 60-431 and NF T 60-461.

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

C.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 C.3.3.

C.3.3.1 GENERAL SERVICE CALL REQUIREMENTS

The Government may transmit service call work orders to the Contractor for Service Calls orally, by email, or through an automated work order generation system ((Employee Resource Center (ERC)). 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 COR. Service Calls are brief in scope and do not usually require detailed job planning. (Refer to Exhibit TE-3, for Service Call(s) History for 2014 and 2015).

The first \$3,000.00 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 Computerized Maintenance Management System (CMMS) and assigning the service call work to contractor technicians.

If the service call work is determined to be over \$3,000.00, (Additional Services) the contractor shall provide three (3) proposal/quotes and the lowest one used in the cost proposal, unless directed otherwise by the CO/COR. The work will be handled IAW the provisions of additional services work shown in paragraph 4 below.

C.3.3.2 SERVICE CALL RECEPTION

C.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, or through an automated work order generation system ((Employee Resource Center (ERC)). The Contractor shall perform Service Call reception Monday through Friday during the hours of 7:30 am to 4:00 pm and classify each call in accordance with the definitions provided below. 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. Upon reception of the request the contractor shall immediately (within 10 minutes of reception) create a service call work order in the CMMS. The Government reserves the right to reclassify the type of service call initiated in the CMMS and/or cancel or defer Service Calls initiated by the CONTRACTOR if they are determined by the COR to be classified inappropriately, 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 other types of service calls in the CMMS within a maximum of two (2) hours, excluding holidays and weekends. Holiday and Weekend calls will be documented no later than the next normal work day.

The Contractor is required to fully utilize Government furnished radios 24/7/365. Contract employees will keep a radio with them at all times while on duty. The Contractor will respond to calls from IRS COR, the on-site guard contractor, or other designated person attempting to contact the Contractor regarding all Contract related communications.

C.3.3.2.2 SERVICE CALL RECEPTION AFTER NORMAL HOURS (NON 24 HR SITES)

The Contractor shall provide the COR with a list of qualified personnel (pager and cell/regular phone numbers), to be called when emergency call back services are required during the phase-in period. Emergency callback services are included in the base contract/basic services of this contract and thus the Contractor will not be reimbursed for any callback services rendered. The COR, Maintenance Work Inspectors or IRS Security Office personnel will receive the service calls and notify the emergency contact personnel with the nature of the problem and location of the problem. The Contractors personnel shall respond on-site to the emergency within two (2) hours and shall work the emergency requirement until completion. The contractor shall document all the required service call data in the CMMS within 2 hours after the start of the next normal business day (by 9:30 AM).

C.3.3.2.2.1 RECEPTION AT CONTINUOUS ON-SITE STAFFED LOCATIONS

The Contractor shall provide the COR with a list of qualified personnel (pager and cell phone numbers), to be called when emergency service is required after normal Government working hours during the phase-in period. The COR, Maintenance Work Inspector or Security Office 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 and issue a service call to contractor technicians to accomplish and document the services provided. The contractor may also receive phone calls directly from IRS customers. The contractor shall document all the required service call data in the CMMS within 2 hours after the start of the next normal business day (by 9:30 AM).

C.3.3.3 SERVICE CALL CLASSIFICATION, RESPONSE, AND COMPLETION

The Government and/or Contractor shall classify all Government initiated Service Calls in the CMMS as described below. Service call response times and completion times are shown below and summarized in the associated Table. The Service Call response times and completion times may not match those set forth in the IRS Cincinnati Service Center's Employee Resource Center system, or KASIM customer reporting systems. The Government reserves the right to make the final determination on all service call classifications.

C.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. 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 C.3.3.2.2 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 (2) 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)..

C.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 C.3.1.3 or as directed by the COR. If the cause of the problem involves

building systems or equipment failures that would extend the time required correcting 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).

C.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 C.3.6. However, performance may be required outside normal Government work hours as directed by the COR 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 correcting 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).

C.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 COR. 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 within two (2) 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 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).

C.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 COR 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. IRS anticipates approximately 10 calls per month or 120 calls annually for IRS Cincinnati Service Center. Monthly usage will fluctuate based on actual need.

Examples of UTSC’s include but are not limited to the following types of services: miscellaneous labor services, new painting, wallpaper, hanging pictures, banners, bulletin boards, plaques, carpet tile installation, ceiling tile installation, battery operated clock installations, installation of communications cabling, installing door identification cards and office signage, changing directory boards, minor carpentry, electrical and plumbing related work and miscellaneous other building related services as directed by the COR.

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 firm fixed price portion of the contract. The Contractor shall contact the customer within two (2) days of receipt of each utility service call and complete all calls within 5 calendar days.

The Contractor is required to maintain a UTSC Log for all calls. Contractor may use the IRS form (to be provided by the COR) or provide a separate form to be approved by the COR.

C.3.3.3.6 SERVICE CALL RESPONSE/COMPLETION REQUIREMENTS

Service Call Classification	Response/Completion
Emergency	Respond within ten (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 two (2) hours after normal work hours)
Hot/Cold	Respond within 30 minutes and alleviate the discomfort. (Work to completion, complete work within two (2) work days)
Urgent	Respond within two (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 work hours) (Complete work within 3 work days)
Routine	Respond to customer within two work days of notification received. (Complete work within five (5) work days)
Utility Services	Respond to customer within two work days of notification received. (Complete work within five (5) work days)

C.3.3.3.7 SERVICE CALL DEFERRALS

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, a deferral may be requested by the Contractor in the CMMS. The request shall include the following:

- a. A written explanation for the delay.
- b. The estimated time for completion.
- c. Evidence showing that the contractor has made every effort to comply with the contract Service Call time framed.

In the event an acceptable timeframe for completion cannot be agreed upon by the COR and the Contractor, the COR will bring the matter to the attention of the Contracting Officer (CO). The decision of the CO is final. Regardless of the circumstances, the Contractor shall continue to address the applicable Service Call with due diligence until the matter is resolved to the satisfaction of the COR or CO.

The Contractor shall provide a written report depicting all Service Call deferments approved by the Government as part of the Monthly Progress Report. Deferred Service Calls shall remain on the monthly report until completion. The maximum deferment period for a Service Call is 15 calendar days, unless otherwise authorized by the COR.

C.3.3.4 SERVICE CALLS WITH A COST GREATER THAN \$3,000.00

If the Contractor responds to a Service Call and believes that the cost of the required work is greater than the \$3,000.00, the COR shall be notified immediately and the contractor shall provide three (3) quotes and the lowest one used in the cost proposal, unless directed otherwise by the CO/COR. No work shall be accomplished prior to the COR's approval. However, an Emergency Service Call shall be abated immediately regardless of the cost provided that the Contracting Officer (CO) is notified immediately or as soon as practicable. The COR shall also be notified concurrently with the CO. The Contractor shall submit an invoice for all emergency work performed within 24 hours after completion of the work. The work will be handled IAW the provisions of additional services work shown in paragraph 4 below.

C.3.3.5 MATERIALS, EQUIPMENT, AND CRITICAL SPARES

The Contractor shall maintain sufficient materials, tools and equipment to support all work requirements identified in this PWS. Lack of availability of supplies, spare parts, tools, or equipment shall not relieve the Contractor from the requirement to complete all required services within the time limits and quality standards specified in this contract.

During the phase in period, the Contractor will inventory and review the existing critical spares for applicability, validity, and current shelf life and shall develop a critical spares, parts, and supplies inventory to be **maintained on site** for the duration of the contract. The proposed inventory shall be submitted in writing to the COR for approval a minimum of 30 days before the end of the phase-in period. The inventory shall include the equipment type and building where the materials will be used and all critical spare parts, supplies, and items required to successfully perform service calls, PM's and repairs to all building systems.

Before the contract performance period begins, the Contractor shall obtain the spare parts and supplies for cupboard stock on-site and/or will find supply sources for each major (high dollar item) critical spare to determine if (a) it is readily available for just-in-time (JIT) delivery or (b) it must be purchased for on-site cupboard stock.

If JIT delivery is determined to be a suitable option, the Contractor will (a) make such recommendation to the COR, and (b) provide documentation to the COR on the JIT relationship

with the supplier and, (c) verify at least quarterly that the supplier can still provide the item just in time.

Contractor is responsible for (a) obtaining written approval to dispose of any material, tools, or equipment that is deemed unneeded or unusable; (b) determining what stocks and spares are required to meet the repair timeframes set forth in this specification; failure to complete adequate repairs timely due to a lack of or inability to obtain spare parts or equipment is no excuse and contract deductions will be pursued accordingly; and (c) providing additional storage space as necessary to warehouse spare parts, equipment, and material.

NOTE: The IRS may not have adequate space to warehouse the Contractors' spares, equipment, and materials.

C.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 C.8 and TE-9.

C.3.3.7 DAMAGES CAUSED BY WEATHER CONDITIONS OR VANDALISM

The Contractor shall not be responsible for costs associated with major damage to building equipment, systems, or structures which can be proven to be caused by force majeure and/or acts of vandalism. However, in the event of minor occurrences; the COR reserves the right to utilize the provisions in C.3.3.3.5 UTILITY TIME SERVICE CALLS (UTSC) at the COR's sole discretion. If the Contractor employees are responsible for the vandalism or 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.

C.3.3.8 TECHNICAL ASSISTANCE FURNITURE & EQUIPMENT MOVES

The Contractor shall provide technical assistance to answer any technical questions, work with other contractors and/or consultants on building related repairs, construction projects, design drawings, reviewing technical drawings and providing feedback, and participating in meetings in support of any project work. The contractor shall start and stop building equipment, lock out and tag out equipment, open and shut valves, drain systems, refill systems, and isolate equipment in support of any project work. The contractor shall also 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.

As part of the firm fixed-price portion of this contract, 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 COR). 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 COR.

C.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 contract technician shall notate the time they first arrived at the site that required service on the hard copy work order ticket. Upon completion of the service call the technician shall time/date stamp (a device that prints the full date and time on the service call ticket) the service call ticket before the ticket has been officially turned in for closing by the contractor's CMMS administrator. A copy of the hard copy work order will be made after the technician has date/time stamped it and turned over to the Government within 24 hours. All original hard copy service call tickets shall be maintained on-site in an orderly filing system (by year, by month, and in work order number) approved by the COR for the duration of the contract by the contractor. The COR shall have 24/7 access to all hard copy service calls records for the duration of the contract and all records shall be turned over to the Government 15 days prior to the contract expiration date.

The completed service call tickets and CMMS documentation shall contain the following information:

- a. Who requested the service/Point of Contact?
- b. Location where services were needed.
- c. ERC ticket number if applicable
- d. Problem Type/Work description
- e. Priority
- f. Date/Time technician arrived at the work site
- g. Date/Time work completed
- h. If it was equipment repair/the equipment code#
- i. Craft person(s) that worked on the call & Labor hours
- j. Craft person(s) **detailed** resolution
- k. Parts used to complete the work

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 2 days after service call repairs, and/or PM activities have been completed.

TE-11 is available upon request for a comprehensive service call flow chart depicting how the service call process is to be completed.

C.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.

C.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 and efficiency 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 (Per Exhibits TE 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 COR 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 C.3.4.1, above) the Contractor shall propose to the COR 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 TE-5. TE-11 is available upon request for a comprehensive preventative maintenance work flow chart depicting how the process is to be completed.

C.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 C.3.4.1. The Contractor shall use the PM scheduling module of the CMMS (Archibus) 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 the site accurately reflects all equipment identified in the contract s. The Contractor shall provide a new up-to-date CMMS PM inventory and schedule based

on current contract requirements during the initial 30 days of the phase-in period. After the contract start date, the inventory and schedule is approved in writing by the COR, 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 new approved schedule. All changes to the CMMS database shall be approved (in writing), in advance by the COR before the Contractor makes any adjustments to the inventory or schedule.

b. The Contractor shall notify the Government COR in advance when any PM work on disassembled equipment (i.e., chillers, boilers, strainers, etc.) is scheduled to be reassembled so a PM inspection can be performed by Government inspectors before the equipment is reassembled. Failure to notify the COR in advance of reassembling equipment shall result in the contractor having to disassemble equipment again for Government inspections at no additional costs to the Government. The Government shall perform inspections in a timely manner during normal business hours (Monday through Friday excluding holidays) so as not to delay the contractor in reassembling equipment.

c. It is the Contractor's responsibility to maintain all of the building's equipment/systems as listed in TE-2 and TE-5 unless excluded herein. Therefore, in the absence of a specific GSA 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 COR 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 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.

d. If the Contractor believes that any GSA 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 shall develop and submit revised guides cards to the COR 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 COR, 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 COR.

e. As a minimum, the Annual PM Schedule shall consist of the following elements for each piece of equipment to be maintained (PM Schedule format is subject to COR approval):

1. Equipment ID number;
2. Equipment description (verify correct in CMMS database);
3. Equipment location;
4. Equipment Guide Card nomenclature;
5. PM Frequencies for all equipment identified in TE-5;
6. Last performance date;
7. Next performance date

f. PM Deferrals - In the event that a deferral to the scheduled PM is required; the Contractor will use the deferral section in the CMMS to request the deferral. The Contractor will submit the request a minimum of 5 calendar days before the scheduled PM is due to be completed for consideration of approval by the COR with the following information:

1. A thorough explanation for the need to defer the PM in the deferral comments section.
2. The proposed new date work due.

The COR will provide a response to the request within 3 calendar days via the CMMS. If the deferral is denied the contractor shall perform the work as scheduled. Failure to timely perform the PM could result in a contract deduction being taken via the QASP.

The following criteria apply to PM deferrals:

1. Quarterly and Annual (or less frequent PMs) may be deferred by the COR 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.

The Contractor shall maintain sufficient materials, tools, and equipment to support PM work requirements. Lack of availability of supplies, parts, materials, tools, or equipment shall not relieve the Contractor from the requirement to complete all PM work within the time limits specified in the approved PM schedule.

C.3.4.3 CHANGES IN EQUIPMENT INVENTORY

The Contractor shall maintain and update the building equipment inventory 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 written permission from the COR to remove or add the equipment. Equipment added as part of a larger renovation project will be added once the equipment has passed commissioning and the IRS has accepted the equipment as functioning according to design criteria. New equipment that is added during the year shall be operated and maintained in accordance with section C.3.4.1 above and the BOP (if necessary the BOP shall be revised to reflect the new equipment and the necessary operating parameters). Maintenance shall be performed even if the new equipment is under warranty. The Contractor shall include a Monthly Inventory Update Report (format to be approved by the COR during the phase-in period) of all equipment added or deleted to TE-5 during the month 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.

At the beginning of each new option period, the official TE-5 shall be adjusted as required to ensure accuracy and to affect the basis for an equitable adjustment based on a revised and up-to date TE-5 equipment inventory. Any year during the contract that the PM equipment inventory increases or decreases with more than a 5% deviation from the original TE-5 inventory (based on GSA man-hour standards or RS Mean's man-hours) an equitable adjustment shall be effected during the

beginning of the next option period. If inventory additions do not result in the 5% threshold being surpassed, then the Contractor shall maintain the new equipment at no additional cost to the government. Likewise, if deletions in the equipment inventory do not result in the 5% threshold being surpassed, the Government will not receive a reduction in contract cost.

C.3.4.4 PM DOCUMENTATION

After PM work is completed by the contractor technician, the Contractor shall document the results of such PM on the PM work order and in the CMMS database. The contractor technician shall date and time stamp (a device that prints the full date and time on the PM ticket) the completed PM work order ticket when work has been completed and before the ticket has been officially turned in to the contractor CMMS administrator for closeout/input into the CMMS. A copy of the hard copy work order will be made after the technician has date/time stamped it and turned over to the Government within 24 hours. All PM tickets shall be maintained up-to-date in the CMMS system and a hard copy shall be maintained on-site in an orderly filing system (by year, by month, and in work order number) approved by the COR for the duration of the contract. The COR shall have access to PM records at all times for the duration of the contract and all hard copy records shall be turned over to the Government 15 days prior to the contract expiration date.

Defects or deficiencies identified by the Contractor during PM activities that may result in risk to persons or property shall be reported to the COR immediately. All necessary repairs identified during performance of the PM shall be documented on the PM work order and a repair 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 the CMMS within 2 workdays of completion by the technician. 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. Craftsperson resolution section. This section should contain any notes from the craftsperson and any required follow up repair information.
4. Technician Name (CMMS) and Signature (on work ticket)
5. Parts usage information.

TE-11 is available upon request for a comprehensive PM work flow chart depicting how the process is to be completed.

C.3.4.5 EQUIPMENT IDENTIFICATION NUMBERS (ID)

Within the first completed cycle of the initial PM schedule, the Contractor shall update all the ID's in the CMMS and affix a permanent ID label if the equipment ID label is no longer accurate or is missing (the labeling system shall be approved by the COR during the phase-in period). The ID label shall be placed on each piece of building equipment separately inventoried in TE-5. This work shall be performed at no additional cost to the Government.

C.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 always current. All certification testing shall be accomplished by an independent testing firm not affiliated with the Contractor at no additional cost to the Government.

C.3.4.7 CERTIFICATION TEST SCHEDULES

The Contractor shall schedule certification testing so that all certifications remain current at all times. The Contractor shall identify all certifications to be accomplished as part of the Annual PM schedule which shall be submitted to the COR for approval during the initial 30 calendar days of the phase-in period. The COR 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.

C.3.4.8 INFRARED TESTING

The Contractor shall identify all infrared testing to be accomplished as part of the Annual PM schedule which shall be submitted to the COR for approval during the initial 30 calendar days of the phase-in period. The Contractor shall perform a thermo-graphic (infrared) scan (within the first week of the month it is due in) IAW the approved schedule and provide a written report that includes all the equipment it is required to be performed on (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 report shall be provided to the COR within 15 calendar days of the infrared scans being completed at the site. 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. All infrared testing shall be accomplished by an independent testing firm not affiliated with the Contractor at no additional cost to the Government.

C.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, Hardwired gate and door controls and Building Automation System (BAS)/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 Government may issue an IDIQ order for the Contractor to upgrade any software or hardware required to ensure continuity of operations. In addition, the Contractor is responsible for maintaining a back up copy of all automated building equipment software for the purpose of reloading software as required ensuring systems continue to function IAW manufacturer's standards.

The Government may upgrade or change Control System software and hardware 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 and hardware or control programs unless it results in additions or subtractions of maintenance requirements that meet those outlines in section C.3.4.3.

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

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 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 these systems. If the Contractor does not employ a manufacturer-trained and certified BAS technician on-site, the Contractor must enter into a subcontract, which shall include at a minimum, weekly scheduled on-site support visits to perform schedule maintenance and repairs (not merely support on a contingency basis), with an individual/firm having these qualifications and skills. The Contractor shall develop a PM schedule, PM guide cards, and perform PM IAW the system manufacturer's published PM standards for all equipment associated with these systems. (TE-4 has a C-04 generic guide card for these systems). 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 at least weekly and whenever a software or programming change is made; a copy of the backup database shall be maintained and provided to the COR on a monthly basis as part of the Monthly Progress Report;
8. Disk drive maintenance to include de-fragmentation shall be performed quarterly.

C.3.4.10 OIL ANALYSIS AND OIL CHANGES

C.3.4.10.1 PERIODIC OIL ANALYSIS

The Contractor shall establish and implement an Oil Analysis Program. The program shall be submitted to the COR during the phase-in period for approval. The program shall include a schedule for oil analysis test to be performed (at least annually), manufacturer's recommendations, diagnostic standards, thresholds for oil changes, and sample analysis forms. Oil analysis shall be conducted to maintain a consistent methodology for data collection, analysis and historical trending.

Periodic oil analysis must include, but not be limited to chillers of 50 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. Results of the analysis are to be supplied to the COR within 21 days of the samples being taken. 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. Oil and refrigerant additives shall only be used when approved in writing by the equipment manufacturer and the COR.

C.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.
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.
5. The test is to be witnessed by the COR 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 (2) complete test reports which shall include as a minimum the following:
 - a) Written test procedures.
 - 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.

C.3.4.11 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 COR approved form for each boiler inspected. The Contractor shall have all unfired pressure vessels with design operating pressure in excess of 60 PSI 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 COR 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.

C.3.4.12 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 a certificate of proper operation to the COR 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.

C.3.4.13 PORTABLE 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 breached in any way shall be disinfected, flushed and tested prior to returning the system to service.

C.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 C.3.5.1 through C.3.5.6 The Contractor shall

adhere to any special certification, licenses or training requirements required by Federal, State or Local Jurisdictions. However, the COR 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 for all contract personnel. The CO/COR 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 Contractors resumes. The Contractor must provide the additional resumes addressing the Government's concerns within 30 days of receipt of the request from the CO/COR. In addition, the Contractor shall provide resumes for any replacement personnel assigned to this contract so the CO/COR 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.

C.3.5.1 ON-SITE PROJECT MANAGER

The Contractor shall provide an on-site project manager dedicated to this contract. 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 COR within 30 minutes of the request. The Contractor shall, in writing to the COR, 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 than this facility. 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: Uninterruptible Power Supply (UPS) systems, large chiller plants, low pressure boilers, computerized fire alarm systems, emergency generators, high voltage switchgear, and complex building automation systems. The project manager's pager or cell phone shall enable Government personnel to be able to contact the project manager 24 hours per day, 365 days per year.

C.3.5.2 ON-SITE COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) ADMINISTRATOR.

The Contractor shall provide an on-site CMMS Administrator dedicated to this contract. 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 COR within 4 hours (unless the COR 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 2 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 five (5) years) performing similar duties as those required by this contract.

C.3.5.3 ON-SITE SHIFT SUPERVISORS

On-Site 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.

C.3.5.4 ELECTRICIANS

The Contractor shall provide at a minimum one full-time on-site electrician. 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 current journeyman commercial/industrial license issued by a State or other aSAMeditated board. Electricians performing Contractor 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 aSAMeditated 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 specializing in this type of work.

C.3.5.5 HEATING VENTILATION AIR CONDITION (HVAC) MECHANIC

HVAC mechanics performing Contractor 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 HVAC mechanics. Personnel engaged in the maintenance, servicing, and repair of refrigerant-containing equipment/systems shall be trained and certified as a Universal Technician (See 40 CFR 82.) by an Environmental Protection Agency (EPA)-approved source in the proper handling, recovery, and recycling of CFC refrigerants. HVAC Mechanics shall have a current journeyman commercial/industrial license issued by a State or other aSAMeditated board.

C.3.5.6 MAINTENANCE MECHANIC & GENERAL MAINTENANCE WORKERS AND HELPERS

Maintenance 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.

General Maintenance Workers and Helpers shall have a least two years of recent experience (within the last four years) in the field of building operation and maintenance in an occupation such as general mechanic, HVAC equipment installer, air conditioning equipment operator, electrician, drywall, plumbing, etc. as appropriate for the position. At no time shall a sub-journeyman or helper be allowed to perform maintenance or repairs on the site without DIRECT supervision by qualified personnel.

C.3.5.7 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. The contractor shall supply with their proposal a list of subcontractors they intend to utilize for each system as identified 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 COR, 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:

1. Fire Alarm/Protection 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. Pressure Vessels
8. Backflow Preventers

C.3.6 STAFFING REQUIREMENTS AND ON-SITE HOURS OF OPERATION

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

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	24 hours a day / 365 days per year

Shift times and staffing requirements shall be based upon the Contractor's approved Staffing Plan submitted with its proposal. Proposed changes to the Staffing Plan shall be submitted for prior review and approval by the Contracting Officer, and should be submitted at least 30 days prior to the proposed effective date of change. No change shall be made to the approved Staffing Plan without the Contracting Officer's prior written approval.

The Contractor is fully responsible for performing all contract requirements in a satisfactory manner, regardless of its approved Staffing Plan. Any adjustment needed to increase staffing in order to satisfy contract performance requirements shall be at no additional expense to the Government.

In the event of an unscheduled government holiday or other business type shutdown (e.g. inclement weather), the Contractor shall provide adequate staffing to ensure minimal building operation at no additional cost to the government.

The Contractor shall be responsible to provide a minimum of one journeyman level employee 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.

C.3.7 ENVIRONMENT, HEALTH and SAFETY (EHS) REQUIREMENTS

C.3.7.1 GENERAL

Contracted services must be performed in a manner consistent with the Internal Revenue Service's (IRS) EHS policy (IRMs 1.2.10, P-1-235, 1.14.5 and 1.14.12), and applicable EHS laws and regulations. The IRS contractually transfers responsibility to its contractors for compliance with applicable EHS laws and regulations, IRS policies, and for adherence to standards identified in contracts. The contractor shall strictly follow all IRS environmental requirements and practices.

All contractors working at IRS facilities must comply with the requirements and procedures established at that IRS facility for managing environment, health and safety (EHS) liabilities.. An important part of environmental management pertains to the control of contractors and suppliers, who by the nature of their activities have significant potential to affect environmental performance and compliance of the facility. IRS policy on environmental management includes:

- Compliance with all applicable environmental, health, and safety regulations;
- Minimization of health and safety risks;
- Prevention of pollution and minimization of waste;
- Establishment and utilization of procedures aimed at controlling and improving environmental, health, and safety performance.

Contractors must perform their contracted services in a manner consistent with these principles.

Contractors are responsible for communicating applicable information on IRS EHS policies to their employees.

O&M contractors will provide, to their personnel, all required EHS training relevant to the facility in which they are working at no additional cost to the government.

C.3.7.2 SUBMITTALS

The Contractor shall submit the following EHS submittals to the IRS:

- **Written Environment Health and Safety Program:** Contractors shall submit a written Environmental Compliance and Safety Program/Plan that describes the contractor's EHS policies and how the contractor complies with federal, state and local regulations commonly applicable to the type of work to be performed under this contract. Regulations may include but are not limited to: RCRA, CWA, CAA, EPCRA, OSHA and the relevant state regulations that coincide with those listed. These plans should include relevant written plans and programs required by EPA and OSHA including but not limited to Hazard Communication Program, Blood borne Pathogens, Security Transportation Plan, Spill Response, Confined Space Program, Lockout/Tagout Program, etc. The Environmental Compliance and Safety Plan shall be submitted to the COR for approval within the phase-in period. The COR shall return the plan with approval or written recommendations to make it acceptable to the contractor within two weeks after receiving it from the contractor. If corrections are necessary, the contractor shall have two additional weeks to make the necessary adjustments to the plan. Failure to provide the plan will result in deductions being taken via the QASP each and every month it is not completed and/or approved.
- **Material Safety Data Sheets (MSDS) / Safety Data Sheets (SDS):** For each chemical-based product they intend to use, contractors must submit MSDS / SDS to the COR for review and approval by the Senior Safety Officer/Environmental Coordinator at least two weeks prior to use of such products.
- **Proof of EHS Training:** Contractors shall submit proof of applicable employee EHS training including, but not limited to: fire extinguisher training, powered industrial truck training, hazard communication training, 24 hour HAZWOPER training, fall protection training, roof access training, electrical safety training, asbestos awareness training, lead-based paint abatement training, hearing conservation training, confined space training, RCRA training, and respiratory protection training. This documentation must be submitted to the COR, and approved during the phase-in period. Should the contractor bring additional employees or sub-contractors on-site, their training documentation shall be submitted to the COR within 30 days of their start date. Failure to provide proof of the required training for any employee or sub-contractor could result in deductions being taken each and every month the employee training documentation is not provided.
- **Waste Management Plan:** The contractor shall discuss and review with the COR and the IRS facility's Senior Safety Officer, the contractor's waste management strategy, procedures, schedules,

specific requirements for waste materials recycling, and disposal during the first two weeks of the phase-in period. The contractor will be required to write a Waste Management Plan that outlines the agreed-upon procedures and submit it to the COR for review and approval before the end of the phase-in period. The COR shall return the plan with approval or written recommendations to make it acceptable to the contractor within two weeks after receiving it from the contractor. If corrections are necessary, the contractor shall have two additional weeks to make the necessary adjustments to the plan. Failure to provide the plan will result in deductions being taken via the QASP each and every month it is not completed and/or approved.

C.3.7.3 SCHEDULING AND RECORDKEEPING

The contractor shall maintain copies of all EHS testing, certifications, permits, MSDS/SDS and other required records, as well as furnishing the originals to the COR within 5 business days of receiving the documentation. In addition, all required safety and environmental tests, certifications, permits and other procedures required herein shall be scheduled in the CMMS work order system as tasks and the results documented in the CMMS.

Injury and illness recordkeeping and reporting shall comply with 29 CFR 1604. The COR shall be notified of any on-site contractor fatality or injury within 24 hours.

Records: Copies of records will be maintained for the duration of the contract and two (2) weeks prior to the contract's conclusion shall be provided to the IRS's COR. Records will be available for review upon request while the contractor is on site. These records include, but may not be limited to: Employee EHS training records, refrigerant management logs, hazardous waste manifests, any records associated with monitoring or measurement of environmental and/or health and safety controls, and spill reports.

C.3.7.4 IRS ENVIRONMENTAL PERMITS

Certain facility operations may be covered under or require permitting from regulatory agencies. The contractor shall have knowledge of and adhere to all of the operating conditions, monitoring, record keeping and any other requirements of such permits. The IRS will be responsible for obtaining any necessary permits and the cost of the permits. However, the contractor is responsible for the cost of any corrective actions required by regulators or fines imposed by regulators due to conducting operations outside the limits of applicable permits or for failure in adhering to any monitoring, record keeping or reporting requirements. The contractor shall directly pay any fines to the regulating office that imposed the fine. In the event the IRS pays the fine, deductions for the exact amount of the fine shall be taken via the QASP.

Facility should list all required permits with associated due dates:

C.3.7.5 EHS COMPLIANCE:

The contractor is responsible for the safety and health of his/her employees and IRS personnel while working on site. Contractors shall be familiar with and shall comply with all applicable

Federal, state and local regulations and standards including those promulgated by the U.S. Environmental Protection Agency, Occupational Safety and Health Administration, the state in which the facility is located and any local county or municipal regulations. The contractor shall also comply with the most recent version of applicable standards and codes adopted by the IRS and the IRS facility EMS as described in section C.3.7.1 above. These codes and standards are listed in TE-9, Applicable Standards and References. In the event of conflict between adopted standards and codes, the more stringent requirement is to be applied.

C.3.7.6 EHS INSPECTIONS:

IRS conducts unannounced EHS inspections throughout IRS work spaces including operational areas. IRS maintains the right to stop any work where there is an immediate and serious threat to the safety and health of contractors or IRS employees or a serious threat to the environment. Inspection findings will be forwarded to the COR. If, during the course of the contract, IRS personnel note any situations of non-compliance with federal, state, or local regulations, the contractor's environmental and safety program/plan or IRS EHS policies and requirements, IRS personnel will verbally bring them to the attention of the CO and/or COR and will immediately follow up in writing. The Abatement and associated cost of violations shall be the responsibility of the contractor and/or the Government as determined by the CO with input from the COR.

C.3.7.7 EHS TRAINING:

Contractors will ensure that employees, including sub-Contractors, are trained on all applicable EHS regulations and on general information relating to the IRS's EHS policies, procedures and the contractor's approved Waste Management Plan. IRS will provide the contractor with information on IRS emergency response procedures upon execution of the contract. Contractors will participate in applicable IRS facility emergency/fire drills.

C.3.7.8 PERSONAL PROTECTIVE EQUIPMENT:

The Contractor shall perform Job Hazard Analysis on job tasks that have recognized associated hazards and provide the required personal protective equipment (PPE) to their employees relative to the hazards identified at no additional cost to the government.

C.3.7.9 OCCUPANT PROTECTION:

Contractors shall protect the occupants of the government building by installing warning signs, safety rails and barricades as applicable to prevent injury from unauthorized entry of personnel into work areas while repairs/maintenance is being performed.

C.3.7.10 HOUSEKEEPING:

Contractors must clean up the work area on a daily basis. Tools must be secured and stored neatly.

Contractors must not block fire extinguishers, passageways, corridors, sidewalks, pedestrian walks, alleys or entranceways of buildings during performance of work under the contract.

Activities Impacting Indoor Air Quality (IAQ): Many operations and maintenance activities generate and disperse contaminants that adversely impact indoor environmental quality and associated human health and/or safety. The contractor must perform operations and maintenance activities in a manner that minimizes dust, containments, and debris that could adversely impact IAQ.

C.3.7.11 Equipment:

All equipment, powered industrial trucks, vehicles, scaffolding, ladders, tools, protective equipment, etc., must be in good, safe working order and must comply with OSHA standards.

Prohibited Equipment: Powder-actuated fasteners or other power tools such as nail guns are prohibited from use at IRS. Gasoline and diesel-powered equipment shall not be permitted within the IRS buildings. The use of propane-powered equipment indoors may be approved on a case-by-case basis by CO/COR, if the equipment is outfitted with an effective catalyst exhaust system. The exhaust catalyst must reduce carbon monoxide (CO) emissions at the exhaust pipe opening to 25 parts per million (25 ppm) or less.

C.3.7.12 Accidents, Mishaps and Near Misses:

The Contractor shall submit a written report for any incident involving property damage, serious injuries, illnesses, potentially hazardous conditions or general occupational and environmental, health, and safety concerns and ideas. The report must be submitted to the COR and Senior Safety Officer within five (5) calendar days of the event.

C.3.7.13 Fire Protection

Compliance: The contractor will comply with applicable federal fire protection regulations, standards and codes, Department of Treasury and IRS policies and requirements, and IRS adopted standards and codes. These standards and codes include the International Fire Code (IFC) and the National Fire Protection Association (NFPA) Code. A complete list of adopted codes and standards is provided in TE-9, Standards and References. In the event of conflict between adopted standards and codes, the more stringent requirement is to be applied, except that the International Building Code (IBC) Means of Egress Chapter is replaced by the entire contents of the most recent edition of NFPA 101.

Egress: The contractor shall not impact an established means of egress from the work area or building. Means of egress shall be continuously maintained free of all obstructions and impediments to full instant use in the case of fire or other emergencies.

Flammable Liquids: Gasoline and liquids with a flash point below 100 degrees Fahrenheit shall not be used without written consent of the COR. Any flammable and combustible liquids that are utilized by the contractor shall be stored in a cabinet specifically designed to store flammables and shall be provided by the contractor.

Fire Alarm: During planned drills and actual emergencies, contractor employees must exit the building and assemble in IRS-established assembly areas. The Occupant Emergency Plan and assembly areas are provided to the Contractor upon execution of the contract or can be obtained from the COR. The project manager shall determine if all contractor employees are accounted for. If an employee is missing, the project manager shall notify the nearest IRS Monitor.

Cutting, Welding, Burning, and Fire Suppression/Alarm Outage Permits: The contractor is expected to follow the procedures the facility has established for burn permits, including appropriate notification and requests to have alarms removed from service. The contractor is expected to follow safe welding and burning procedures per 29 CFR 1910 Subpart Q.

C.3.7.14 Electrical Safety

Compliance: The Contractor will comply with applicable 29 CFR 1910 Subpart S, NFPA 70 and 70E and other adopted codes and standards identified in TE-9, Standards and References. As noted in other sections of this specification, in the event of conflict between the standards and codes, the more stringent requirement is to be applied.

Lock Out/Tag Out: The contractor shall develop a written program for Control of Hazardous Energy (Lock out/Tag out) per 29 CFR 1910.147 including equipment specific LO/TO procedures. The program and procedures shall be submitted to the COR and Senior Safety Officer within the first 30 calendar days of the phase-in period. The COR shall return the program plan with approval or written recommendations to make it acceptable to the contractor within two weeks after receiving it from the contractor. If corrections are necessary, the contractor shall have two additional weeks to make the necessary adjustments to the plan. Failure to provide the plan will result in deductions being taken via the QASP each and every month it is not completed and/or approved.

Portable Electric Equipment: Portable equipment shall be handled in a manner which will not cause damage or electrical shock. Flexible electric cords (extension cords) connected to equipment may not be used for raising or lowering the equipment. Flexible cords may not be fastened with staples or otherwise hung in a fashion that could damage the outer jacket or insulation. Flexible cords shall be inspected regularly and removed from service if insulation is damaged. All hand and portable-powered tools must be maintained in good condition and in a safe working order.

Ground-Fault Circuit-Interrupters (GFCI): Portable or cord-connected GFCI shall be provided by and used by the contractor whenever working in wet areas. The contractor shall inspect all operational areas under their responsibility to ensure outlets are in good working order. If they find that outlets in potentially wet areas, such as those near sinks, are not GFCI they shall bring it to the attention of the COR for corrective action to be taken by the IRS.

C.3.7.15 Compressed Gas Cylinder Safety

Compliance: The contractor will comply with applicable OSHA standards and Compressed Gas Association (CGA) specifications and other adopted codes and standards identified in TE-9. As

noted in other sections of this specification, in the event of conflict between the standards and codes, the more stringent requirement is to be applied.

Inspection: Contractors must inspect compressed gas cylinders per standards displayed in the CGA pamphlets. Unlabeled cylinders are not to be used. In addition to Contractor inspections, IRS Safety Officers may conduct unannounced inspections (see section 3.7.6 regarding EHS inspections and corrective action).

C.3.7.16 Powered Industrial Trucks (PIT)

Compliance: The contractor will comply with applicable OSHA standard 29 CFR 1910.178 regarding powered industrial trucks. Equipment shall be inspected in accordance with the above regulation and records shall be maintained on site and made available to the COR at all times.

C.3.7.17 Confined Spaces

Each facility has a listing identifying confined spaces that will be provided to the contractor. The contractor shall develop a written confined space program in accordance with 29 CFR 1910.146 and it shall be submitted to the COR within the first 45 calendar days of the phase-in period. The COR shall return the program plan with approval or written recommendations to make it acceptable to the contractor within two weeks after receiving it from the contractor. If corrections are necessary, the contractor shall have two additional weeks to make the necessary adjustments to the plan. Failure to provide the plan will result in deductions being taken via the QASP each and every month it is not completed and/or approved.

C.3.7.18 Air Emissions:

The contractor will not cause any air emissions that would be subject to environmental permitting or control requirements. The contractor shall control emissions from activities on-site in accordance with the federal, state and local requirements.

C.3.7.19 Underground Storage Tanks

The contractor is responsible for complying with all federal, state and local requirements for the periodic inspection, monitoring, testing, certification and maintenance of underground storage tanks (USTs) and related equipment.

- Contractor employees who operate USTs must complete the state-required Class B training.
- Contractor employees who respond to spills involving USTs must complete the state-required Class C training.

C.3.7.20 Spills and Releases:

The contractor shall manage spills and releases including prevention, notification, identification of abnormal conditions and corrective action as follows:

- If the facility has a Spill, Prevention Countermeasure and Control Plan then the contractor is to manage spills of oil based substances covered by the plan in accordance with the procedures and requirements of the plan.
- Contractors will provide training to an adequate number of personnel (to cover all shifts) that meets the requirements of the 24 Hour HAZWOPER standard at no additional cost to the government. All employees shall be trained to at least the 8 Hour HAZWOPER standard except those whose function is purely administrative.
- Spill Release Prevention: Contractors will provide adequate spill/release prevention equipment and procedures for all materials stored or used on site.
- Spill Notification: Contractors will notify the COR and other IRS personnel as appropriate and as directed by on site emergency plans.
- Abnormal Conditions: Contractors will notify the COR of any abnormal environmental conditions found during work conducted at the facility. Visibly discolored soils, soils with discernible odor, and/or heavily stained concrete must not be removed from the site without prior approval provided by the COR from IRS EHS personnel.
- Corrective Action: The contractor will initiate corrective action to contain/control and remediate any hazardous substance release or other contamination at the IRS facility. For large releases the contractor will have adequate equipment to prevent the entry of a hazardous substance into the storm or sanitary sewers and then will contract with a qualified company with the training and resources to conduct a hazardous materials spill cleanup.
- The contractor is responsible for the cost of any corrective action to address hazardous substance release or other contamination caused by the contractor arising in connection with the Contractor's activities at the IRS, including, but not limited to, costs to the IRS to complete corrective action and payment of any fines or penalties imposed by appropriate agencies.

C.3.7.21 Waste Management:

The IRS is responsible for oversight of the proper characterization and management of all hazardous or other regulated industrial solid wastes generated from IRS facilities and operations including those generated from IRS contractor activities. 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. The contractor is responsible for the following:

- The contractor shall containerize all generated hazardous waste into Department of Transportation approved containers, supplied by the contractor.
- The contractor shall manage all hazardous and universal waste materials generated from on-site activities in compliance with all federal, state, and local regulations, applicable IRS procedures, and the contractor's Waste Management Plan.
- The contractor shall maintain a small area as designated by the COR for the collection of hazardous and industrial solid waste which will be inspected by the IRS EHS staff on a periodic basis.
- The contractor will dispose of hazardous and/or industrial hazardous waste through a waste hauler licensed by the applicable state to transport hazardous waste to a licensed Treatment, Storage and Disposal (TSD) facility. The contractor shall ensure these universal wastes are recycled at the contractor's expense.
- No hazardous waste shall be kept onsite for more than 180 days.

C.3.7.22 Hazardous Materials:

In accordance with Section C.3.7.2 above, IRS EHS personnel must approve all materials brought on plant site, especially those of a hazardous or potentially hazardous nature. The contractor will maintain at the IRS work site MSDSs/SDSs for all hazardous materials present. Hazardous materials will be managed in accordance with applicable environmental, health, and safety requirements.

C. 3.7.23 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.

C.3.7.23.1 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 COR within the first 30 calendar days of the phase in period. The COR shall return the plan with approval or written recommendations to make it acceptable to the contractor within two weeks after receiving it from the contractor. If corrections are necessary, the contractor shall have two additional weeks to make the necessary adjustments to the plan. Failure to provide the plan will result in deductions being taken via the QASP each and every month it is not completed and/or approved. The contractor shall use the Refrigerant Compliance Manager (RCM), EPA-compliant software program or COR 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 only allow employees or subcontractors that are certified technicians under section 608 of the Clean Air Act to perform this type of service. The contractor shall produce any records or documentation for Government or EPA inspectors as required validating 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.

C.3.7.23.2 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 EPA regulations. Proper documentation shall be maintained for each piece of refrigeration equipment prepared for disposal and made available at all times to the COR and turned over to government fifteen (15) days prior to the conclusion of contract.

C.3.7.23.3 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 COR 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 made available at all times to the COR and turned over to government fifteen (15) days prior to the conclusion of contract.

Leaks that exceed 35% leak rate and cannot be corrected within 30 days must be reported to the EPA through the COR.

C.3.7.24 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 (5) years for auditing purposes. These records shall include a MSDS/SDS 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.
- The contractor shall make MSDS/SDS readily available to any IRS or contractor employee who is, or may be exposed to the chemical.
- The contractor shall provide information needed by the Federal facility to comply with EPCRA, Pollution Prevention Act (PPA), and Executive Order 13423.

C.3.7.25 Hazardous Building Materials

C.3.7.25.1 Asbestos:

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 COR. 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 COR who will report all findings to the Safety Officer. Any repair or removal of asbestos-containing material shall follow OSHA, State and EPA regulations.

- Survey: An asbestos surveys have been conducted in all delegated IRS facilities. Only accessible asbestos materials were identified. Friable ACM has been labeled with the letters ACM, or has been marked with red spray paint where space is limited. Non-friable asbestos-containing materials such as floor tile, mastic, wallboard, laboratory counters and hoods, and roofing material have not been labeled.

- **Identification During Work:** In the event the Contractor encounters previously unidentified asbestos or suspected asbestos during work at IRS, work shall cease immediately in the suspect area(s) and the Contractor shall inform the COR.
- 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 is responsible for the removal of the asbestos. The Contractor shall immediately notify the COR 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 COR 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. Employees who remove asbestos in order to make repairs must be trained as Class III Asbestos Workers in accordance with 29 CFR 1910.1101.
- 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).
- All asbestos removed shall be properly documented and records kept in a permanent file. Asbestos records shall be made available to the COR/Asbestos Program Manager (APM) upon request. Seven (7) days prior to the expiration/termination of the contract, all records will be turned over to the COR/Asbestos Program Manager.
- **Use of Hazardous Materials:** The Contractor shall not supply or install any building materials which contain asbestos fibers.

C.3.7.25.2 Lead-based Paint:

Lead-based paint (LBP) is present in some facilities and may be encountered by the contractor during work.

- **Survey:** IRS is responsible for coordinating and conducting all applicable LBP surveys and analyses for the work area(s) prior to demolition.
- **Abatement:** If lead-based paint is found, IRS shall note the LBP locations on the project drawings, where applicable. The abatement and disposal of the waste shall

be performed by the Contractor per Section 01130 (Removal and Disposal of Lead-Based Paint) of this specification

- **Air Monitoring:** The contractor shall provide an independent Contractor for monitoring of LBP abatement personnel. This includes all required personal and area air monitoring during the abatement process in accordance with 29 CFR 1926.62. All air monitoring reports will be submitted to the IRS LBP Coordinator through the COR.
- **Use of Hazardous Materials:** The contractor shall not use lead-based paints.

C.3.7.25.3 Polychlorinated Biphenyls (PCBs)

Polychlorinated Biphenyls (PCBs) may be present in older lighting ballasts and other electrical devices and may be encountered by the Contractor during work. The contractor shall inspect all transformers containing polychlorinated biphenyl (PCB) and maintain records of such inspections in accordance with state, local, and EPA regulations. The COR 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. All transformers that contain oil must be labeled “PCB containing” or “not PCB containing”.

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

- **Survey:** A survey of PCB-containing equipment has not been conducted at the IRS facilities. Information on the presence of any such equipment in the work area will be provided if available.
- **Identification During Work:** In the event the contractor encounters PCB-containing equipment or equipment suspected to contain PCBs, this equipment shall be kept intact and the contractor shall immediately notify the COR. In the event that the equipment is leaking, work shall cease immediately in the suspect area(s) and the COR shall be notified.
- **Ballast Removal:** PCB-containing ballasts shall be removed by the Contractor and placed in a DOT approved container. The contractor shall dispose of the ballast in accordance with all federal, state and local regulations.
- **Use of Hazardous Materials:** The contractor shall not supply or install any building equipment or parts that contain PCBs.

C.3.7.25.4 Other Hazardous Building Materials

Other hazardous materials that require special handling and disposal may be present in IRS facilities and may be encountered by the Contractor during work. These materials may include mercury-containing equipment (switches and monitoring devices) Lead-acid batteries, and other electrical devices that are not EPEAT conformant.

- Survey: A survey of this equipment has not been conducted at IRS facilities. Information on the presence of any such equipment in the work area will be provided if available.
- Identification During Work: This equipment shall be kept intact and the contractor should immediately notify the COR. In the event that the equipment is broken or leaking, work shall cease immediately in the suspect area(s) and the COR shall be notified.
- Removal: The Equipment or material shall be removed by the contractor and placed in a DOT approved container. The contractor shall dispose of any such waste in accordance with federal, state and local regulations.
- Use of Hazardous Materials: The supply or installation of equipment containing these hazardous materials by the contractor is prohibited.

C.3.7.26 Sustainable Building

As part of the operations and maintenance of the facility, the Contractor shall 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.

C.3.7.27 Green Purchasing

When acquiring goods and services, the contractor shall acquire green products including bio-based, environmentally preferable, energy-efficient, water-efficient, and recycled-content products. The Contractor shall use 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.

The contractor shall report on the types of bio-based products purchased and their respective dollar values as outlined in TE-14.

C.3.8 SECURITY

C.3.8.1 SITE ACCESS AND CLEARANCES

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

C.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 "unesCOREd 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 the required documentation to the appropriate party to acquire and maintain staff like access and shall take any required training to maintain the staff like access. 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 COR. 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-esCOREd 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 Sub-Contractor 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 esCOREd during their stay in the facility by Contractor personnel with approved "staff-like access".

C.3.8.1.2 INFREQUENT AND INTERMITTENT ACCESS

All Contractor personnel or sub-Contractors that require access for a one-time event such as a specialty repair or company staff visit shall be authorized by the COR, signed in by the Contractor personnel with IRS "staff-like access" and they shall be esCOREd 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 esCOR.

C.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. The COR will make a determination whether or not to allow contract personnel to take their badges off-site or be checked in and out at the on-site security office based on the most up-to-date local security requirements in effect. The contractor shall follow all local Security procedures at all times unless approved in writing in advance by the COR.

C.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 esCOR while performing work at those types of locations. The site-specific Security directives are available in the Technical Library.

C.3.9 PHASE-IN AND PHASE-OUT

C.3.9.1 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 and when they will occur during the phase in period. Training and any contractor staffing proposed to prepare the workforce to assume full operations on the first full day of operational performance of the contract shall be identified in the phase-in plan. Should the incoming contractor include existing contract employees as part of their staffing plan it should be reflected in the pricing proposal for the phase in period (since the existing contract employees will be paid by the exiting contractor the incoming contractor will not incur labor cost for these employees). During the 30 day phase-in period, the following Contractor’s personnel shall be on-site at the facility location to observe all operations pertinent to the contract requirements for the minimum time shown in the chart below. The phase-in work includes training contract personnel, working on required deliverables, observing office functions, service call procedures, equipment/system operations, maintenance and repairs, CMMS functions 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 Calendar Days Prior
Of Full Operational Start (Days)**

Project Manager	30
CMMS Administrator	30
Supervisors (foreman level)	30
Electrician	30
HVAC Mechanic	30
Maintenance Mechanic	15

During the Phase-In Period, the incoming Contractor shall become familiar with the Government furnished CMMS (Archibus). Any deficiencies discovered in the CMMS data during the phase in period shall be brought to the attention of the COR immediately. The Contractor shall train their personnel on the CMMS and become familiar with the performance of 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 30day 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.

C.3.9.2 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 the contract start date. A deficiency is defined as any condition that requires repairs to bring the equipment or system back up to design operating parameters. 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.

C.3.9.2.1 INSPECTION PROCESS

The incoming Contractor or his designee(s) and the IRS CO/COR shall together make a complete and systematic initial inspection of all building equipment and systems to be maintained under the terms of this contract on a mutually agreeable date during the first 5 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.

C.3.9.2.2 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 COR 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.

C.3.9.3 INSPECTION DOCUMENTATION

The incoming Contractor or his/her designee(s) and the COR shall prepare an Existing Deficiency Report jointly while the inspection is being conducted. The Contractor shall be responsible for providing the COR with a final signed report in a format approved by the COR (format approved before the inspection takes place). 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.

The Contractor shall prepare and submit to the COR, 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 COR within two weeks of the performance of the inspection and shall be time/date stamped when turned over to the COR. If it is not presented to the COR within this timeframe it will be null and void and there will be no existing deficiency inspection report and the contractor will be responsible for any deficiencies up to the \$3,000.00 dollar threshold for repairs. The list shall include the Contractor's estimated price (including but not limited to, labor, materials and/or subcontract costs) for correcting each deficiency. All prices shall remain firm for a period of 60 calendar days after submission.

C.3.9.4 CORRECTION OF DEFICIENCIES

The Government may 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 the Additional Services Section (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 COR on the status of all cited deficiencies until such time as all deficiencies have been abated.

C.3.9.5 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 COR 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 inoperable deficiency listed 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.

C.3.9.6 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.

C.3.9.7 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 COR 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.

C.3.9.7.1 CONTRACT CLOSE-OUT INSPECTION

On a date not later than sixty(60) calendar days prior to the expiration of the contract, the COR 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 COR 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.

C.3.9.7.2 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 COR may require the Contractor to make certain repairs immediately, on items that are deemed by the COR to be urgent in nature.

C.3.9.7.3 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 or deductions may be taken from the final payment if deficiency corrections are not completed.

C.3.10 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.

C.3.10.1 INSPECTION SYSTEM

The Contractor shall maintain an up-to-date QCP throughout the term of this contract that is acceptable to the COR. 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 as part of the QCP that identifies the percentage of monthly service calls and preventative maintenance work orders that will be inspected. Failure to perform these inspections could result in a contract deduction being taken on the monthly QASP.

C.3.10.2 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.

C.3.10.3 ANNUAL EXECUTIVE QUALITY CONTROL (QC) INSPECTION

The Contractor shall perform an annual Quality Control Inspection of the Contractor operations during the base year and every option year thereafter. The inspection shall take place during the 6th month of each contract annual period. 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 COR along with proposed corrective actions, not later than 15 days after completion of each annual inspection. Failure to perform this in a timely manner could result in contract deductions being taken as part of the monthly QASP.

C.3.10.4 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. The inspection document format shall be approved by the COR during the phase-in period, but must contain as a minimum the technicians name, work order number, date of inspection, inspectors name, and a grade based on factors such as timeliness, quality of work, cleanliness of work site, and work order documentation quality. A copy of every QCP inspection shall be given to the COR within 1 calendar day of the inspection (the contractor shall time/date stamp each copy when it is turned over to the COR) and all original hard copy QCP inspections shall be kept by the contractor in an orderly filing system and available for review by the COR at any time for the duration of this contract.

C.3.11 GOVERNMENT QUALITY ASSURANCE PROGRAM (QASP)

The Government may inspect the Contractor using a Quality Assurance Surveillance Program that includes 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 COR 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.

C.3.12 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 Sub-Contractors used in support of the PWS,
3. Natural and man-made disasters,
4. Adverse weather conditions.

C.3.13 REQUIRED REPORTS AND SUBMITTALS

The Contractor shall submit the data, reports, schedules, plans and items identified in TE-6 to the COR for approval and/or action as applicable, no later than the dates specified therein. In addition, the Contractor shall submit a Monthly Accomplishments (Progress) Report that includes the data as shown in TE-6 by the 7th calendar day of the month following the performance period. All annual submittals and/or deliverables required shall be provided to the COR in hard and electronic format during the first 45 calendar days of each new option period.

C.3.14 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 the IRS. A one-day kick-off-partnering meeting will be held during the first 30 days of the phase-in period. The kick-off meeting will

culminate in the development and establishment of a mutually satisfactory set of goals and objectives beneficial to all team members. All Contract goals and objectives shall be mutually agreed to in writing by the Contractor and Government. Minutes of the kick-off meeting shall be documented by the Contractor (provide to the COR within 5 calendar days) and reviewed and approved by the Government Contracting Officer/COR. In addition, an annual partnership meeting shall be held at the 6 month mark of each contract year that the contract is in effect (this should coincide with the Annual Executive Quality Control Inspection, see section 3.11.3). The annual meeting shall be held at the contract site and shall be attended by all key local and HQ's personnel from the Contractor and appropriate Government management and contract administration officials. Minutes of the Annual Partnership meeting shall be documented by the Contractor (provided to the COR within 5 calendar days) and reviewed and approved by the Government Contracting Officer/COR. Weekly on-site progress meetings will also be held throughout the duration of the contract to discuss progress in meeting current goals, contract performance, status of IDIQ projects, and other contract related issues. As a minimum, the COR and Contractor Project Manager shall attend these meetings. Weekly meeting minutes shall be documented by the COR (within 5 calendar days) and reviewed by the Contractor.

C.3.15 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 COR 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.

C.3.16 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEMS (CMMS)

The Government will provide the Contractor access to the Government's CMMS (GDI Archibus) upon an approved security clearance. The contract shall effectively use the CMMS to accurately track and document all contract activities and deliverables regarding operations and maintenance. The Contractor shall be responsible for the data entry and accuracy of all information inputted into the CMMS database.

C.3.17 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 COR, 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 an IDIQ Task Order.

C.3.18 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 COR. In those cases where some interference may be essentially unavoidable, the Contractor shall work with the COR to minimize any impacts on Government operations and shall provide a written plan of action to the COR for approval detailing how the impact of the interference, inconvenience or customer discomfort will be minimized. During emergency situations, the COR may grant verbal approval for work to proceed and it will be followed up in writing within 24 hours.

C.3.18.1 ROUTINE WORK COORDINATION

For routine work and additional services, the Contractor shall notify the COR, 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 disruptions to 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 COR before any action is taken that would disrupt any Government operations.

C.3.18.2 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 Holiday weekends. The Contractor shall work with the COR to schedule the proper holiday weekend for the power outage. The Contractor shall provide a written Outage Plan to the COR specifying all PM and repair work to be performed during the outage and the responsible party who will be performing each activity for the COR to review and approve at least 60 days prior to the scheduled outage. The work shall not begin nor be performed without the prior written approval of the COR. The holiday weekend for the annual power outage can change from year to year and the contractor will reschedule all work in the CMMS, perform the work and/or coordinate with subcontractors as required to perform the work on the new date at no additional cost to the government.

C.3.19 HISTORIC PRESERVATION

The COR will approve any repairs, renovations or alterations to historic buildings. The repair and/or replacement of all finishes and structural elements such as wood, ornamental metal, marble, stone, etc. or other component parts shall result in products identical in quality and appearance to the original component being replaced or repaired. Therefore, the Contractor shall retain original material wherever possible or replace with new material that duplicates the original in size, shape, texture, appearance and finish. In addition, the Contractor shall comply with the appropriate provisions and stipulations of the Secretary of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (Revised 1983) and the National Historic Preservation Act of 1966, as amended. Historical preservation requirements apply only to the structure, not to the installed equipment.

C.4. ADDITIONAL SERVICES

Additional Services are tasks not included under basic services. Contract terms outlined below and in Section G.2, entitled, "Additional Services Ordering, Performance, and Payment Procedures" apply to ALL Additional Services work. Additionally, FAR Clauses 52.216-18, Ordering, and 52.216-19, Order Limitations, apply to Additional Services.

The Maximum Ordering Limitation (MOL), pursuant to FAR 52.216-19, is \$500,000 per individual task order, or multiple task orders issued within a 30 day period

Only the Contracting Officer (CO) and the Authorized Ordering Official delegated in writing by the CO are authorized to order Additional Services.

Additional service requests will be issued as fixed price orders. Labor costs shall be priced based on the contract's applicable fixed labor-hour rates in Exhibit B-1, Price Schedule.

C.4.1 TYPES OF ADDITIONAL SERVICES -

Additional Services include, but are not limited to, the items listed in C.4.1.1 through C.4.1.5 below.

C.4.1.1 REPAIR REQUIREMENTS (SERVICE CALL WORK) EXCEEDING \$3,000.00

a. Work includes labor, materials, subcontracts and specialized equipment to complete repair service calls when the cost for the service calls exceeds \$3,000.00 for each individual repair task. The Contractor is responsible for the first \$3,000 for all repairs to all equipment included as part of this contract regardless of whether or not the equipment is repaired by replacing component parts of the system or by replacing the entire system (when the replacement is initiated by the Contractor due to the system being obsolete or impossible to repair).

b. For requirements initiated by the Government to **replace defective or obsolete equipment, systems, or building infrastructure, the \$3,000.00 threshold shall not apply.** In such cases, the Contractor shall be paid a negotiated fixed price for the full amount of the task order up to the maximum order limitation of \$500,000.

The Government COR reserves the right to make the final determination of when a piece of equipment, system, or building infrastructure needs to be replaced instead of repaired or when it needs to be replaced to avoid future repairs or down time. When a decision has been made by the Government that replacement is necessary, the COR will request an additional service proposal from the contractor to effect the replacement.

C.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 orders exceeding \$500 for each individual repair.

C.4.1.3 NEW PROJECT WORK/RENOVATIONS

The Contractor shall provide all supervision, labor, materials, and equipment and/or subcontract services to accomplish additional service 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/construction related services as may be requested by the COR.

C.4.1.4 SNOW HAULING

As directed by the COR, the Contractor shall either haul excess snow to a remote area of the grounds or to an off-site location. All snow hauling services shall have prior approval from the COR before any hauling services are undertaken by the Contractor. The Contractor will be reimbursed based on the hourly rates stated in Section B, Price Schedule and based on the number of on-site hours expended for use of a dump truck with driver and use of a loader with operator as documented in the IRS Security log (located in the Security area to be identified by the COR).

C.4.1.5 PAINTING AND CORROSION CONTROL EXCEEDING 200SF

Painting requirements outlined in Paragraph C.3.1.8 that exceed 200SF per request will be subject to Additional Services ordering procedures. These requirements include, but are not limited to, interior and exterior surfaces (e.g. 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. Painting may also include performing wholesale road and parking lot striping.

C.4.2 PROPOSALS

The Contractor shall plan all Additional Service requirements as required in Paragraph C.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 60 calendar days from the proposal submission date to the Task Order issue date. Should a Proposal expire the COR may request the Contractor to re-submit the proposal at no extra cost.
- The Contractor shall provide written recommendations for revisions, alternative methods, or for any deviations from the Government's original 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 CO will review the recommendations and will approve or disapprove in whole or in part, for use in the execution of work.
- The CO and the Contractor will negotiate a fair and reasonable price for all Additional Services orders. If the parties cannot agree on the task order terms, including price, 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 schedule shall identify all critical milestones. The COR may waive the requirement for a schedule for simple projects, however, a completion date must still be a part of the proposal. 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 CO 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 COR, the Contractor shall submit all proposals within the following time frames as shown below:

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

- The contractor shall provide three (3) proposals/quotes and the lowest one used in the cost proposal, unless directed otherwise by the CO/COR.

C.4.3 COST PROPOSALS

C.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 CO (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.

When authorized to perform any Additional Services work, the Contractor shall ensure that each employee signs in and out on a log established by the COR for contract administration purposes, or other approved method for tracking labor hours.

C.4.3.2 MATERIAL ESTIMATES

- a. For the purposes of this contract, Materials (as defined in FAR 52.232-7) means—
 1. Direct materials, including supplies that are used or consumed directly in connection with the furnishing of the end product or service;
 2. Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
 3. Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

4. Applicable indirect costs (i.e. identified in Section B, Price Schedule shall only proposed indirect costs on materials in accordance with its normal established estimating practices.”).
- b. The Contractor shall prepare material cost estimates using actual vendor quotes, as approved by the COR. 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.
- c. Material costs based on vendor quotes shall be determined through competitive quotes. At least three competitive quotes shall be obtained and the lowest one used as the estimate in the cost proposal unless otherwise authorized by the CO. The government reserves the right to request additional quotes for materials on a case-by-case basis. The COR may waive an individual requirement for competitive quotes where the cost to the Government does not exceed *Micro Purchase Threshold.
- d. To the extent able, the Contractor shall--
1. Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 2. Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits, and give credit to the Government accordingly.
- e. The Government always reserves the right to furnish material. Such material may be furnished to the Contractor as Government Furnished Material (GFM).
- f. Contractor’s approved material loading factor identified in the Price Schedule, Section B, will be allowed in accordance with FAR 52.232-7 on Contractor-procured materials.
- g. No Contractor markup will be allowed on Government furnished materials.

C.4.3.2.1 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, as outlined in C.4.3.2 above. 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 Contractors procured specialized rental equipment as identified in the bid schedule in Section B.

C.4.3.2.2 SUB-CONTRACTOR WORK

Work that the Contractor proposes to subcontract shall be identified in the IDIQ proposal/estimate. On all Sub-Contractor costs, three Sub-Contractor contract proposals/quotes shall be obtained and the

lowest one used as the estimate in the cost proposal unless directed otherwise by the CO/COR. In unusual circumstances, with agreement of the CO/COR, the Contractor may provide less than three quotes (must be justified in writing by the Contractor and approved by the CO/COR). All original quotations from Sub-Contractors 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 Sub-Contractor 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 Sub-Contractor quotes cannot be obtained, estimates for additional work shall be developed and documented exclusively using the procedures contained in paragraphs C.4.3 through C.4.3.5. Contractor Material Loading Rate will be allowed on all Sub-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. Unless the service request is deemed an emergency by the Government, the Contractor may not commence with the effort until negotiations are completed.

C.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 C.4.2 and C.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.

C.4.5 ESTABLISHING FINAL PRICE AND SCHEDULE FOR TASK ORDERS

The Contractor's detailed price 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 Sub-Contractor cost estimates are reasonable and properly documented. If these elements are met, the Contracting Officer will issue a task order. 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 the parties cannot agree on the task order terms, including price, the Contracting Officer, at their discretion, may decide to cancel the project or obtain the services through other means.

C.4.6 CHANGES TO THE SCOPE OF WORK FOR TASK ORDERS

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 CO and COR immediately and shall not proceed without Contracting Officer authorization. The CO 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 CO. The CO 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 CO directs the Contractor to stop work, the Contractor shall clean and secure the work site.

C.4.7 REPORTS

The Contractor shall provide a monthly report to the COR that summarizes the status of all outstanding Additional Service task orders as part of the monthly progress report. The report is due by the 7th day of the next month (ex. January's report is due by February 7th). This includes all quotes that have been requested by the Government as well as all open Additional Service task orders that have been awarded or closed during the month. 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.

C.5. GOVERNMENT FURNISHED ITEMS

C.5.1 GOVERNMENT FURNISHED SPACE

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

C.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 COR's authorization. The Contractor shall report to the COR any occurrence of a lost key within one hour of discovery of the loss.

C.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 COR.

C. 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.

C.5.2 GOVERNMENT FURNISHED MATERIALS AND MATERIAL INVENTORY (GFM)

The Government will furnish or make available to the Contractor, on a one-time basis, the material of the types and in the approximate quantities listed in TE-7B. 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's 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.

C.5.2.1 MATERIAL INVENTORY

The on-hand GFM listed in TE-7B will be made available to the Contractor. The Contractor and the COR shall conduct a joint inventory during the phase-in period to verify the exact amount of the Government furnished materials. The Contractor shall then certify the findings of this inventory, provide a signed copy of the inventory to the COR before the official contract start date and then assume accounting responsibility for all materials supplied and shall replace in kind (at Contractor's cost) all items used. Fifteen (15) days prior to the completion or termination of this contract, a second joint inventory shall be conducted to ensure replacement of all Government furnished materials has occurred. The Contractor shall be held liable for all missing materials and a deduction on the final monthly payment may be taken if all GFM is not accounted for.

C.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 s TE-7B. 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.

C.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.

C.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. At that point the Contractor will be required to furnish the equipment as the government will not replace any GFM or GFE during the contract period that becomes inoperable or unusable due to normal wear and tear.

C.5.3.3 EQUIPMENT INVENTORY

The Contractor and the COR shall conduct a joint inventory during the phase-in period to determine the exact number and serviceability of Government furnished equipment. The Contractor shall then certify the findings of this inventory, provide a signed copy of the inventory to the COR before the official contract start date and then assume accounting responsibility and subsequently report inventory discrepancies to the COR. Government furnished equipment shall not be removed from the facility unless approved by the Contracting Officer in writing.

C.5.3.4 COMPUTERS

Computer workstations with network connections, appropriate interface with the CMMS and standard Microsoft Office software and printers identified in TE-7A 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. If the CMMS is not working the Contractor shall create a spreadsheet in Excel and tracks all work tickets. After the system comes back on line the Contractor shall input the information into the CMMS system. The Contractor shall be responsible to furnish all additional equipment as may be required in order to accomplish all contract requirements at no additional cost to the Government.

C.5.4 GOVERNMENT PROVIDED SERVICES

The Government will provide the following services to the Contractor.

C.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.

C.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 COR 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 COR, the Contractor shall test fuels and provide fuel additives as necessary. The Contractor shall provide fuel for Contractor owned vehicles.

C.5.4.2.1 FUEL OIL TREATMENT

1. The Contractor shall submit during the phase-in period to the COR, for approval, product information covering the fuel oil treatment the Contractor proposes to use. The Contractor will notify the COR before changing treatment products and will obtain his/her approval before proceeding.
2. The Contractor shall submit a report annually to the COR stating the results of a laboratory test conducted to determine the type and quantity of biological grow in the fuel oil system and treatment required within 15 work days after completion of test. A follow-up report shall be issued noting treatment applied.
3. The fuel oil treatment supplied by the Contractor shall be one that is specifically formulated for that purpose. The appropriate amount of treatment shall be added each time fuel oil is delivered.
4. The Contractor shall provide equipment, chemicals and services, including application, required to prevent sludge formation in storage tanks, fuel lines, pumps, screens, filters, valves and nozzles.
5. The Contractor shall provide equipment, biocide chemicals, labor and services, including application, required to prevent biological growth in storage tanks, fuel lines, pumps, screens, filters, valves and nozzles.

C.5.4.3 HOUSEKEEPING SERVICES

Limited custodial services will be made available at no cost to the Contractor. Custodial services provided include cleaning and stocking of restrooms and floor cleaning and trash removal of the main office area. No other services are provided.

C.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.

C.5.4.5 SECURITY AND FIRE PROTECTION

The Government will provide security police and fire protection to the extent necessary to ensure security and safety.

C.6. CONTRACTOR 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.

C.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 COR. This approval shall be received prior to the 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 COR upon request.

C.6.2 COMMUNICATION EQUIPMENT

The Contractor shall arrange for the installation, at their expense, 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. (except for Government Furnished Radios).

C.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 COR 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.

C.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.

C.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 COR. 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 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.

C.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.

C.7. DEFINITIONS AND ACRONYMS

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

C.8. REGULATIONS AND REFERENCES

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

**SECTION D
PACKING AND MARKING**

D.1. PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including, forms, reports, etc. to the Contracting Officer or the Contracting Officer's Representative (COR) shall be paid by the Contractor.

D.2. MARKING

All information submitted to the Contracting Officer or the COR shall clearly indicate the number of the contract for which the information is being submitted.

SECTION E INSPECTION AND ACCEPTANCE

E.1. 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: <http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

E.2. PERFORMANCE REQUIREMENTS SUMMARY TABLE DESCRIPTION

- a. The Performance Requirements Summary Table is provided as Exhibit E-1. The purpose of this is to identify the contract requirements in summary form as follows:
- 1 Line Item No. (Column 1): This column identifies the contract line item number (CLIN) from the Price Schedule in Section B.
 - 2 Work Requirement (Column 2): This column contains the title of contract work requirements, as identified in the Price Schedule in Section B
 - 3 Reference Clause (Column 3): This column identifies the paragraph number(s) in Section C and other sections of the contract that specify the performance standard(s) to be met for each work requirement.
 - 4 Performance Standards (Column 4): This column contains a brief summary of performance standards taken from the contract that will be used to evaluate work requirements.
 - 5 Method of Inspection (Column 5): The method of surveillance anticipated for the service requirement. The following methods are available and more than one may be used for each service requirement: Random Sampling, Planned Sampling, 100 Percent Inspection, Validated Customer Complaints, and Unscheduled Inspection. The Government is not restricted to using the method(s) chosen and shown in the PRST.

- 6 AQL (Column 6): Acceptable Quality Level, applicable to Random Sampling method of inspection.
 - 7 Weight (Column 7): This column represents the maximum of the contract value that can be deducted for nonperformance or unsatisfactory performance of a service requirement or subtask. The deduction is 100% of the CLIN if only one performance task is associated with the requirement. If there are two or more performance tasks, each is expressed as percentage of the CLIN value. The subtask percentages shown total to 100% of the CLIN value. The CLIN prices in Schedule B at the time of contract award (or contract modification thereafter) are the basis for these values.
- b. Contract Surveillance.
- 1 The following methods of surveillance are available and more than one may be used for each work requirement: Random Sampling, Planned Sampling, 100 Percent Inspection, Validated Customer Feedback/Complaints, and Unscheduled Inspection.
 - 2 The Government will execute a quality assurance program using surveillance techniques and levels of inspection deemed appropriate to assure contract compliance. The Government may change surveillance methods or levels of inspection at any time. The Government's Quality Assurance Surveillance Plans (QASP) may be provided the Contractor for informational purposes only. The Government is not restricted to using the methods chosen and shown in the QASP.
 - 3 When random sampling is used for surveillance, payment will be adjusted by the observed nonconforming items projected across the total population of services for the invoice period, adjusted for specific work satisfactorily re-performed. Observed defects external to the sample will not be used as a basis for deduction projection, but will be considered in payment for rework. The projected defect rate will be adjusted in the Contractor's favor by rounding down to the nearest whole number to establish a more statistically confident indication of the Contractor's true performance.
 - 4 When other than random sampling is used for surveillance, payment will be adjusted by those nonconforming work items actually observed and which were not re-performed.
 - 5 When surveillance efforts indicate that the Contractor's performance is unsatisfactory, the Contractor will be notified and appropriate administrative actions will be taken in addition to the payment deductions discussed below.
 - 6 The Contractor may be assessed an administrative fee for surveillance of unsatisfactory work in accordance with the following clause: Payment Deductions Clause. The administrative fee equals 10% of the value of unsatisfactory work or uncorrected services.

c. Deduction Limitation.

The maximum contract value that can be deducted for nonperformance or unsatisfactory

performance of a work requirement is 100% of the contract line item value. If there are two or more performance tasks, each subtask may be expressed as a percentage of the line item value. The subtask percentages total 100% of the line item value. The line item prices in Schedule B at the time of contract award are the basis for these values.

E.3. PAYMENT DEDUCTION CLAUSE

a. Inspection:

All contractually specified work will be inspected by the government's Quality Assurance Evaluator to ensure that work is accomplished as approved by the Contracting Officer.

b. Deductions for Unsatisfactory or Non-performed Work:

An amount equal to the value of the unsatisfactory or non-performed work, as determined by the Contracting Officer using the procedures described in the following paragraphs, will be deducted from any payment due the Contractor. In the event the Contractor disagrees with the Contracting Officer as to any deduction, such disagreement shall be subject to the contract clause entitled "Disputes."

c. Payment Analysis:

Payment analysis is used to determine deductions in the payment for Section B line items which correspond to services found unsatisfactory regardless of whether the Government allows the service to be re-performed. Payment analysis is broken down into two separate categories:

Deduction for Documented Defects, and Deduction Projection.

Notice: Deduction Projection is associated with the Random Sampling type of contract surveillance.

d. Deduction for Documented Defects:

Each documented defect represents a loss in value to the Government and increases the administrative burden. The administrative burden may include: original inspection time, re-inspection time, vehicle time, and functional personnel performing additional recording and reporting tasks.

Deductions for documented defects will be computed based on the cost of service value lost and may be computed as follows for work found unsatisfactory, or work not performed at all:

Cost of service value lost plus 10% administrative fee*
See Example at end of Section E

E.4 ADJUSTING PAYMENTS

A. Per FAR 52.246-4, Inspection of Services - Fixed Price, payments may be adjusted if services do not conform with contract requirements. The contracting officer will give the contractor an opportunity to correct or replace nonconforming supplies or services when this can be accomplished within the required delivery schedule. Unless the contract specifies otherwise, correction or replacement shall be without additional cost to the Government. Subparagraph (e)(2) of the clause at 52.246-2, Inspection of Supplies -- Fixed-Price, reserves to the Government the right to charge the Contractor the cost of Government re-inspection and retests because of prior rejection.

The Contracting Officer will inform the contractor, in writing, of the type and dollar amount proposed deductions by the 20th calendar day of the month following the performance period in which the deductions are to be made. However, this does not preclude the Contracting Officer from taking deductions for prior deficiencies that were unknown to Government officials during normal or routine inspections.

B. The Contractor may, within 20 calendar days of receipt of the notification of the proposed deductions, present to the Contracting Officer 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 20-day period will be interpreted to mean that the contractor accepts the deductions proposed.

C. Payments (except for the final payment) will not be delayed or withheld until disputes over proposed deductions are settled. If the CO determines that any or all of the proposed deductions are warranted, the CO shall so notify the Contractor, and adjust subsequent payments under the contract accordingly.

D. Withholding Monies for Non-Submission of Schedules, Programs or Records

If the Contractor fails to submit an acceptable quality control program and/or an annual schedule of periodic service by dates and areas by the contract performance date or any extension granted by the Contracting Officer, or the COR, all payments will be withheld until the schedule is received and approved by the Government.

E.5. SUBMITTAL ACCEPTANCE OR REJECTION NOTIFICATION

The Government shall notify the Contractor of its acceptance or rejection of Contractor's submittals (e.g., reports, schedules, plans, etc.) that are subject to Government review and approval. The Government will provide notification within 15 calendar days of receipt of submittals, except for the Contractor's Building Operation Plan, unless a longer review period is required and mutually agreed between both parties. The Government will provide notification within 20 calendar days of receipt of Contractor's Building Operation Plan. Rejected submittal(s) shall include the Government's explanation for rejection.

The Contractor is responsible for correcting errors, omissions, or deficiencies and re-submitting an acceptable submittal within the required delivery schedule of the contract, or within 10 calendar days of notification of rejection, whichever is later.

EXAMPLE

PAYMENT ANALYSIS
(Deduction Analysis Without Projection)

Work found unsatisfactory and not reperformed by anyone, or work not performed at all: 10% of service value of observed defects for administrative costs plus cost of service value lost.

Payment Analysis:

Requirement = R

Surveillance = S

CLIN Value (\$) = CV

*Population = P

Defects = D

*Population is defined as the number of required output per surveillance period.

Calculation:

1. Cost of service (CS) = CV/P

2. Service Value Lost (SVL) = $D * CS$

3. Admin Cost (AC) = $10\% * SVL$

4. Deduction = $AC + SV$

SECTION F DELIVERIES OR PERFORMANCE

F.1 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: <http://www.arnet.gov/far/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>
---------------	--------------

52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-29	F.o.b. – Origin.

F.2 CONTRACT TERM AND PHASE-IN PERIOD

The contract term consists of a Base Period, plus Option Periods that may be exercised at the Government's discretion in accordance with contract terms. The full contract term (Base plus all Options) totals 60 consecutive months.

The period of performance for the Base and Option Periods will depend upon the actual contract effective/start date. The *anticipated* periods of performance, which are subject to change, are as follows:

Contract Start Up:	06/13/2016-07/12/2016
Base Period:	07/13/2016- 06/12/2017
Option Period I:	06/13/2017 –06/12/2018
Option Period II:	06/13/2018 –06/12/2019
Option Period III:	06/13/2019 –06/12/2020
Option Period IV:	06/13/2020 –06/12/2021

Contract award is anticipated to be made on or about 06/13/2016. The actual contract effective/start date will begin upon completion of the contract Phase-In Period.

Phase-In Period: Refer to Phase-In tasks outlined in C.3.10 above. The contractor will be allowed a Phase-In Period up to 30 calendar days prior to the contract start date, unless a shorter period is mutually agreed between the Contractor and Government. Contractor billing for phase-in/start-up

(Exhibit B-1, CLIN 0001) shall not be submitted for payment before the contract start date.

F.3 PLACE OF PERFORMANCE

The Contractor shall perform all work under this contract at the following location:

IRS Cincinnati Service Center and Child Care Center
201 Rivercenter Blvd.
Covington, KY 41011

F.4 DELIVERY SCHEDULE

Deliverables required under this contract are presented in Section J, TE-6, Required Submittals and Reports (see **EXHIBIT TE-6**).

Additional Service task orders are subject to performance within a mutually agreeable schedule, and completion may extend beyond the individual period of performance (Base period and Option Periods I – IV) during which the task order is issued. Refer to Item G.2, “Additional Services Ordering, Performance, And Payment Procedures”.

F.5 DELIVERY LOCATION

The contractor shall deliver all reports as specified herein to the Contracting Officer’s Representative. Refer to Paragraph G.1.2 for contact information (e.g. name, address and phone).

F.6 DELIVERY METHOD

All deliveries shall be made by the contractor FOB Destination.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S REPRESENTATIVE, AND CONTRACTOR'S PROJECT MANAGER

G.1.1 Contracting Officer

The Contracting Officer for administration of this contract is:

Camille D. Pettway
Phone: 470-719-6514
camille.pettwat@irs.gov

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 in the contract price to cover any increase in cost incurred as a result thereof.

G.1.2 Contracting Officer's Representative

The Contracting Officer's Representative (COR) for this contract is:

(to be determined prior to award)

The COR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

[Refer also to Section I, Paragraph I.9, COR Appointment and Authority.]

G.1.3 Project Manager

The Contractor's designated Project Manager for this contract:

(Contractor to provide proposed Project Manager's name and contact information):

(Contractor to provide proposed Project Manager's name and contact information):

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 COR to discuss problem areas as they occur.

The Project Manager or designated representative shall respond **within 30 minutes** after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language. [End of Clause]

G.2 ADDITIONAL SERVICES ORDERING, PERFORMANCE, AND PAYMENT PROCEDURES

- a. Work identified as Additional Services is optional work that the Government will order on an as-needed basis. The Government makes no guarantee to order Additional Service work.
- b. A contract line item "Ceiling Price" for Additional Services, which the contractor exceeds at its own risk, shall be established in writing by the Contracting Officer at time of contract award or through contract modification. The line item ceiling price is a cumulative total applicable to all Task Orders placed by the Government under the terms of the contract (see paragraph G.2e. below).
- c. Authorized Ordering Official. The Contracting Officer's Representative, or other representative designated in writing by the Contracting Officer, is authorized to order contract services based on the following limitations:

Service Calls (*\$3,000.00 threshold per order); Phase-In deficiency corrections (\$500 see paragraph C.4.1.2); miscellaneous services not covered by Basic Services (e.g. New Project Work & Renovations; Painting >200SF; Snow Hauling; etc.; over the micro-purchase threshold per order.

**Amount per order represents the Government's cost and EXCLUDES the contractor's cost share.*

- d. Only the Contracting Officer is authorized to approve individual Task Orders exceeding \$3,000.00 (service calls) and Additional service requests over the Micro-purchase threshold.
- e. Individual Task Order(s). A Task Order by the CO or service request/order by the COR for the performance of Additional Services work will be issued to the Contractor by the Authorized Ordering Official in accordance with FAR 52.216-18, Ordering. A separate

ceiling amount (for which the Contractor shall not exceed) will be established by the Authorized Ordering Official for each individual Task Order issued. The cumulative value of all individual Task Orders shall not exceed the contract line item ceiling price established in writing by the Contracting Officer (see paragraph G.2b above). Task Order(s) shall not exceed the Maximum Order Limitations outlined in Section I, FAR Clause 52.216-19, Order Limitation.

- f. Each Task Order will be issued in writing and contain, as a minimum, the following information:
- 1) INDIVIDUAL TASK ORDER NUMBER;
 - 2) APPLICABLE CONTRACT LINE ITEM NUMBER;
 - 3) DATE OF ORDER;
 - 4) DESCRIPTION OF WORK;
 - 5) TASK ORDER'S FIRM-FIXED-PRICE;
 - 6) IF APPLICABLE, SPECIFIC APPROVAL FOR USE OF OVERTIME RATES;
 - 7) SCHEDULED DELIVERY/COMPLETION DATE; AND
 - 8) AUTHORIZED ORDERING OFFICIAL'S NAME AND SIGNATURE.
- g. Verbal Orders. Verbal Task Orders may be issued in times of emergency ONLY (e.g. emergency conditions that threaten personnel, property, or MIRSC operations), when a written order cannot be issued to the contractor timely. The contractor and Authorized Ordering Official shall ensure a clear understanding of (1) the work to be performed; (2) task order ceiling price; and, (3) delivery/completion date. All verbal orders shall be confirmed in writing by the Authorized Ordering Official and acknowledged by the contractor within 24 hours, or the next business day.
- h. Performance Schedule. An individual performance schedule for each Task Order shall be determined when services are requested. Performance is to be mutually agreeable between the Authorized Ordering Official and contractor. The contractor has a responsibility to reasonably accommodate the government's need for completion within required timeframe.
- i. Performance May Extend Beyond the End of an Individual Contract Period. The completion date for performance of a Task Order may extend beyond the end of the contract period in which the Task Order is issued, provided the Order meets a bona-fide need at the time it is issued. For example: A Task Order issued (for a bona-fide need) in September of the then current period, may have a negotiated performance schedule that will not be completed until after September 30th of that same period. Payment using the funds available at the time the Task Order was issued will be used for payment of the Task Order in this example.

G.3 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

- a. Definitions. As used in this clause—

1. "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.
 2. [Reserved]
- b. Except as provided in paragraph I of this clause, the Contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.
 - c. The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.
 - d. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. (End of clause)

G.4 IR1052.232-7003 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS FOR THE INVOICE PROCESSING PLATFORM (IPP) (AUG 2012)

a. Definitions:

"Short payment" as used in this clause means an invoice that includes the cost or price for supplies or services delivered or performed, as well as the cost or price for supplies or services not yet tendered to the Government in accordance with the terms of the contract, order or agreement.

"Short payment" example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, assuming that these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

- b. The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website

address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below, and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail at ippgroup@bos.frb.org or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

c. **Contractor Point of Contact Information**

Contractor Name: _____

Contractor IPP Point of Contact Name: _____

Contractor Phone Number: _____

Contractor E-mail Address: _____

d. **Electronic Invoicing and Payment Requirements**

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. In order to be approved for payment, a “proper invoice” must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

Under this contract, the following documents are required to be submitted as an attachment to the invoice (Contracting Officer fills in additional documentation that must be furnished by the contractor (e.g. timesheet)):

e. **Payment and Invoice Questions**

For payment and invoice questions, contact the Beckley Finance Center at (304) 254-3372 or via e-mail at cfo.bfc.ipp.customer.support@irs.gov.

f. **Waiver**

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor’s proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver form included as Attachment 1 to this clause. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned.

g. **Short Payment**

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid. (End of Clause)

E.5. INVOICING FOR LABOR CATEGORIES

The Contractor will include the following identifying information/level of detail when invoicing for labor categories: 1) Contract labor category, 2) Name of individual being billed under the contract labor category, 3) Number of hours being billed under the labor category and 4) Rate being billed for the labor category.

A contractor employee who is required to have had a background investigation prior to starting performance under the contract **may not be permitted to work or charge hours under the contract until the background investigation has been completed.**

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 52.222-17 – Nondisplacement of Qualified Workers (May 2014)

(a) “Service employee,” as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term “service employee” includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee’s qualifications based upon the individual’s education and employment history, with particular emphasis on the employee’s experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer

employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)

(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)

(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)

(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor

Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement,

Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email displaced@dol.gov .

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause. (End of clause)

H.2 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (May 2011)

The Contractors work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems. (End of clause)

H.3 IR1052.204-9005 SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS (OCT 2015)

As described in Department of the Treasury Security Manual (TD P 15-71), Chapter I, Section 1, Position Sensitivity and Risk Designation, Contractor personnel assigned to perform work under an IRS contract/order/agreement must undergo security investigative processing appropriate to the position sensitivity and risk level designation associated to determine whether the Contractor (including subcontractor) personnel should be permitted to work in the identified position. The Contracting Officer's Representative (COR) (in the absence of the COR, the Contracting Officer (CO)) shall work with the contractor to ensure that contractor (or subcontractor) employee is granted staff-like access to Sensitive but Unclassified (SBU) information, IRS/contractor (including subcontractor) facilities, information system/asset that process/store SBU information without the required investigation. For security requirements at contractor facilities using contractor-managed resources, please reference Publication 4812, Contractor Security Controls. The contractor shall grant staff-like access to IRS SBU information or information system/assets only to individuals who have received staff-like access approval (interim or final) from IRS Personnel Security. a. Contractor (including subcontractor) personnel performing under an agreement that authorizes staff-like access to and in IRS/contractor (including subcontractor) facilities, and access to SBU information or information systems are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following eligibility/suitability pre-screening criteria, as applicable:

- (1) IRS account history for tax compliance (for initial eligibility, as well as periodic checks for continued compliance while actively working on IRS contracts);
- (2) Selective Service registration compliance;
- (3) U.S. citizenship/lawful permanent residency compliance;
- (4) Background investigation forms;
- (5) Credit history;
- (6) Federal Bureau of Investigation fingerprint results; and
- (7) Prior federal government background investigations. In this regard, Contractor shall furnish the following electronic documents to the Contractor Security Management (CSM) at

CSM@irs.gov within 10 business days (or shorter period) of assigning (or reassigning) an employee to this contract/order/agreement and prior to the contractor (including subcontractor) employee performing any work or being granted staff-like access to IRS SBU or IRS/contractor (including subcontractor) facilities, information systems/assets that process/store SBU information thereunder: IRS provided Risk Assessment Checklist (RAC) Form 14606; Non-Disclosure Agreement (if contract terms grant SBU access); and, Any additional required security forms, which will be made available through CSM and the COR. b. Tax Compliance, Credit Checks and Fingerprinting: 1. Contractors (including subcontractors) whose duration of employment exceeds 180 days must meet the eligibility/suitability requirements for access and shall undergo a background investigation based on the assigned position risk designation as a condition of work under the Government contract/order/agreement. 2. If the duration of employment is less than 180 days or access is infrequent (i.e. 2 -3 days per month), and the contractor requires unescorted access, the contractor (including subcontractor) employee must meet the eligibility requirements for access in IRM 10.23.2.9, as well as a FBI Fingerprint result screening. 3. For contractor (including subcontractor) employees not requiring access to IT systems, a background investigation is not needed and will not be requested if a qualified escort, defined as an IRS employee or as a contractor who has been granted staff-like access, escorts a contractor meeting the conditions of number b.2 above at all times while the escorted contractor accesses IRS facilities and equipment. The contractor (including subcontractor) employee will be permitted to perform under the contract/order/ agreement and have access to IRS facilities only upon notice of an interim or final approval, as defined in IRM 10.23.2 – Contractor Investigations, and is otherwise consistent with IRS security practices and related IRMs, to include, but not limited to, IRM 1.4.6 – Managers Security Handbook, IRM10.2.14 – Methods of Providing Protection, and IRM 10.8.1 - Policy and Guidance. The Associate Director, Personnel Security prior to completion of the full investigation, will grant interim staff-like access approval as follows: a. Individuals who possess a current active U.S. Government security clearance for access to classified information may be granted interim staff-like access for positions after 1) the clearance is verified through the Joint Personnel Adjudication System (JPAS), and 2) after favorable adjudication of pre-screening eligibility/suitability checks. Individuals with Top Secret clearance may be granted interim staff-like access approval to occupy positions designated at any risk level. Individuals with Secret or Confidential clearances may be granted interim staff-like access approval to occupy positions designated Moderate or Low Risk. b. Individuals not possessing a current or active U.S. Government security clearance for access to classified information or not possessing a prior Government personnel security investigation that meets the scope and criteria required for their position may be granted interim staff-like access approval upon receipt of all required contractor security forms, and favorable adjudication of pre-screening eligibility/suitability checks. As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems and access to SBU data (escorted or unescorted) will not be allowed.

[End of Clause]

H.4 IR1052.204-9006 Notification of Change in Contractor Employee Employment Status, Assignment, or Standing (OCT 2015)

The contractor shall via e-mail (CSM@irs.gov), notify the Contracting Officer (CO), Contracting Officer's Representative (COR) and the Contractor Security Management (CSM)

within 1 business day of the contractor (including subcontractor) becoming aware of any change in the employment status, information access requirement, assignment, or standing of a contractor (or subcontractor) employee under this contract or order - to include, but not limited to, the following conditions:

- * Receipt of the employee`s notice of intent to separate from employment or discontinue work under this contract/order;
- * Knowledge of the employee`s voluntary separation from employment or performance on this contract/order (if no prior notice was given);
- * Transfer or reassignment of the employee and performance of duties under this contract/order, in whole or in part, to another contract/order (and if possible, identify the gaining contract/order and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);
- * Denial of or Revocation of Access (RAC) as determined by the IRS
- * Separation, furlough or release from employment;
- * Anticipated extended absence of more than 45 days;
- * Change of legal name;
- * Change to citizenship or lawful permanent resident status, or employment eligibility;
- * Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;
- * Actual or perceived conflict of interest in continued performance under this contract/ order (provide explanation); or
- * Death.

When required by the COR, the contractor may be required to provide the information required by this clause to the IRS using the RAC or security documents as identified by CSM.

The notice shall include the following minimum information:

- * Name of contractor employee;
- * Nature of the change in status, assignment or standing (i.e., provide a brief non-personal, broad-based explanation);
- * Affected contract/agreement/order number(s);
- * Actual or anticipated date of departure or separation;
- * When applicable, the name of the IRS facility or facilities this individual routinely works from or has access to when performing work under this contract/order;
- * When applicable, contractor (including subcontractor) using contractor (or subcontractor) owned systems for work must ensure that their systems are updated to ensure employees no longer have continued access to IRS work, either for systems administration or processing functions; and
- * Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges) provided to the contractor employee and its whereabouts or status.

In the event the subject contractor (including subcontractor) employee is working on multiple contracts, orders, or agreements, notification shall be combined, and the cognizant COR for each affected contract or order (using the Contractor Separation Checklist (Form 14604 (Rev. 4-2015)) shall be included in the joint notification along with the CSM. These documents (the RAC and security forms) are also available by email request to CSM.

The vendor POC and the COR must ensure all badges, Smart Cards, equipment, documents, and other government furnished property items are returned to the IRS, systems accesses are removed, and Real Estate & Facilities Management is notified of federal workspace that is vacant.

As a general rule, the change in the employment status, assignment, or standing of a contractor (or subcontractor) personnel to this contract or order would not form the basis for an excusable delay for failure to perform under the terms of this contract, order or agreement. [End of clause]

H.5 IR1052.224-9008 SAFEGUARDS AGAINST UNAUTHORIZED DISCLOSURE OF SENSITIVE BUT UNCLASSIFIED INFORMATION (NOV 2015)

1. Treasury Directive Publication 15-71 (TD P 15-71), Chapter III - Information Security, Section 24 - Sensitive But Unclassified Information defines SBU information as `any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (USC) (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.` SBU may be categorized in one or more of the following groups-

- * Returns and Return Information
- * Sensitive Law Enforcement Information
- * Employee Information
- * Personally Identifiable Information
- * Other Protected Information

2. Confidentiality requirements for tax returns and return information are established by Section 6103 of the Internal Revenue Code (26 USC 6103), and the penalties for unauthorized access and disclosure of returns and return information are found in Sections 7213, 7213A and 7431 of the Internal Revenue Code (26 USC 7213, 7213A and 7431).

3. Contractors who perform work at contractor (including subcontractor)

managed sites using contractor or subcontractor managed IT resources shall adhere to the general guidance and specific security control standards or requirements contained in Publication 4812, Contractor Security Controls, IRM 10.23.2 - Personnel Security, Contractor Investigations and IRM 10.8.1 - Information Technology (IT) Security, Policy and Guidance. Typically, all contracts that require contractor (including subcontractor) employees to handle, manage, or process SBU information shall be protected at the moderate risk level. Publication 4812 and IRM 10.8.1 and 10.23.2 provide comprehensive lists of all security controls and guidance.

4. As directed by the Contracting Officer, the contractor will be required to input data into Archer or a similar system to describe the security controls being used to protect information.

5. Eligibility, Fitness and Suitability. Contractor (including subcontractor) personnel hired for work within the United States or its territories and possessions and who require access, wherever the location, to IRS owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require access to SBU information, must meet the eligibility requirements under IRM 10.23.2, Personnel Security, Contractor Investigations, and shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, and in accordance with IRM 10.23.2, and TD P 15-71. Contractor (including subcontractor) employees must be favorably adjudicated prior to starting work on the contract/order or before being granted staff-like access (or interim staff-like access, if approved by Personnel Security) to IRS information systems or SBU information.

6. General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to contractor (including subcontract) personnel shall be treated as confidential information and shall be used only for the purposes of carrying out the requirements of this contract. Inspection by or disclosure to anyone other than a duly authorized officer or employee of the contractor (including subcontractor) shall require prior written approval of the IRS. Requests to make such inspections or disclosures shall be addressed to the Contracting Officer (CO).

7. Nondisclosure Agreement. Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2.17 - Nondisclosure Agreement for Sensitive but Unclassified Information, each contractor (including subcontractor) employee who requires access to SBU information shall complete, sign and submit to Personnel Security - through the CO (or COR, if assigned) - an approved Nondisclosure Agreement (See Attachment 2) prior to being granted access to SBU information under any IRS contract or order.

8. Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal and external communications). The contractor (including subcontractor) shall employ encryption methods and tools to ensure the confidentiality, integrity, and availability of SBU information.

9. Incident and Situation Reporting. The contractor (including subcontractor) shall report any incident/situation in accordance with IRM 10.8.1.4.8.5 - Incident Reporting and to the COR. Concurrent with its reporting it to the COR, the contractor (including subcontractor) shall report incidents/situations (24x7x365) to Computer Security Incident Response Center (CSIRC)(IT infrastructure)/Situation Awareness Management Center (SAMC) (anything that does not affect the IT infrastructure) through any of the following methods:

Telephone: (202) 283-4809 (local) or toll free hotline at (866) 216-4809

Fax: (202) 283-0345

E-mail: samc@cirsc.irs.gov

In addition, if the SBU information is or involves returns or return information, or threatens the safety or security of personnel or information systems, the contractor shall report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at (800) 366-4484.

10. Access to, Processing and Storage of Sensitive but Unclassified (SBU) Information. The contractor (including subcontractor) shall not allow contractor or subcontractor employees to access, process or store SBU on Information Technology (IT) systems or assets located outside the continental United States and its outlying territories.

Contractors (including subcontractors) utilizing their own IT systems or assets to receive or handle IRS SBU data shall not commingle IRS and non IRS data.

11. Disposition of SBU Information. All SBU information processed during the performance of this contract, or to which the contractor (or subcontractor) was given access (as well as all related output, deliverables, or secondary or incidental by-products, information or data generated by the contractor or others directly or indirectly from the source material), regardless of form or format, shall be completely purged from all data storage components of the contractor`s or subcontractor facility(s) and computer systems, and no SBU/PII information will be retained by the contractor either--

* When it has served its useful, contractual purpose, and is no longer needed to meet the contractor`s (including subcontractor) other, continuing contractual obligations to the IRS or

* When the contract expires, or is terminated by the IRS (for convenience, default, or cause).

The contractor (including subcontractor) shall completely purge from its systems and Electronic Information Technology, and/or return all SBU/PII information (originals, copies, and derivative works) within 30 days of the point at which it has served its

useful contractual purpose, or the contract expires or is terminated by the IRS (unless, the CO determines, and establishes, in writing, a longer period to complete the disposition of SBU/PII information).

The contractor shall provide to the IRS a written and signed certification to the COR that all SBU materials/information (i.e., case files, receipt books, PII data and material, removable media (disks, cds, thumb drives)) collected by, or provided to, the contractor been purged, destroyed or returned.

12. Subcontractors. Subcontractors of the contractor are held to the same provisions, investigative requirements, and standards of conduct for handling and protecting SBU information as employees of the prime contractor.

13. Other Safeguards. [Insert any additional disclosure safeguards provided by the Program Office/COR or that the Contracting Officer determines are necessary and in the best interest of the Government and not addressed elsewhere in the contract. If none are entered here, there are no other safeguards applicable to this contract action.]
[End of Clause]

H.6 IR1052.239-9007 ACCESS, USE OR OPERATION OF IRS INFORMATION TECHNOLOGY (IT) SYSTEMS BY CONTRACTORS (APR 2015)

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its employees:

1. IRS Information Technology Security Policy and Guidance. All current and new IRS contractor (including subcontractor) 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 (SBU) information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 10.8.1, 10.8.2, and IRS Publication 4812. Copies of IRM 10.8.1 and 10.8.2 are available at <http://www.irs.gov/irm/>. This requirement applies to contractors who are using contractor/subcontractor-managed systems, including laptop computers, workstations, servers, and other IT resources) at contractor managed facilities. A copy of Publication 4812 is available at <http://www.irs.gov/pub/irs-procure/Publication-4812--Contractor--Security-Controls.pdf>.

2. Access Request and Authorization. Within ten (10) business days after contract award or issuance of an order, the contractor shall provide the Contracting Officer's Representative (COR) and the Contractor Security Management (CSM), via email to awss.csm.training@irs.gov, a list of names of all applicable contractor and subcontractor 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 10.23.2, Contractor Investigations, and Department of the

Treasury Security Manual (TD P) 15-71, Chapter II, Section 2, will be conducted by CSM.

Contractor (including subcontractor) employees will be permitted to perform under the contract and have access to IRS facilities only upon notice of an interim or final approval, as defined in IRM 10.23.2 and is otherwise consistent with IRS security practices and related IRMs, to include, but not limited to, IRM 1.4.6 - Managers Security Handbook, IRM 10.2.14 - Methods of Providing Protection, and IRM 10.8.1 - Policy and Guidance. Upon notification of a favorable adjudication of a security screening, the COR will complete an Online 5081 (OL 5081), Automated Information System User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each such employee indicating the contractor employee has read and fully understands the security requirements governing access to the Service's IT systems.

3. Remote Access. If the contract authorizes access to IRS IT systems, information, or assets remotely; that is, from the contractor or other facility, office, or site, the requirements of this clause governs, as well as the general guidance and specific security control standards in IRS Publication 4812, Contractor Security Controls. The contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information.

4. Contractor Acknowledgement. The contractor also acknowledges and agrees: (a) That employees must comply with all laws, IRS system security rules and security policies, standards, and procedures, and (b) That any one of its employees unsanctioned, negligent, or willful violation of the laws, system security rules, and 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 may be subject to arrest by Federal law enforcement agents.

5. Limited Personal Use of Government IT Resources.

a. Contractor (including subcontractor) employees, like Federal employees, have no inherent right to use Government IT resources and this policy does not create the right to use Government IT resources for nongovernmental purposes. See IRM 10.8.27, Exhibit 10.8.27-1, Prohibited Uses of Government IT Resources, for specific examples of prohibited uses. See Title 5 - Code of Federal Regulations (CFR) - Part 734 - Political Activities of Federal Employees, for specific examples of prohibited political activities.

b. The contractor (including subcontractor) shall report any incident/situation in accordance with IRM 10.8.1.4.8.5 - Incident Reporting and to the Contracting Officer and COR. Concurrent with its reporting it to the COR, the contractor shall report incidents/situations (24x7x365) to Computer Security Incident Response Center (CSIRC)(IT infrastructure)/Situation Awareness Management Center (SAMC) (anything that does not affect the IT infrastructure) through any of the following methods:

Telephone: (202) 283-4809 (local) or toll free hotline at (866) 216-4809/

TTY at 800-877-8339

Fax: (202) 283-0345

E-mail: samc@cirsc.irs.gov

* Information about unclassified cyber security incidents of a sensitive nature shall be transmitted using secure messaging or alternative forms of encryption.

* If the incident involves the loss, misuse, or unauthorized inspection of SBU information, the contractor shall also report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at 800-366-4484.

6. Replacement Personnel. The CO, at his/her discretion, may require removal of the employee from performance under this or any IRS contract and may require replacement personnel with similar credentials within 5 days of the notice to remove. Replacement personnel must be acceptable to the CO, in consultation with the COR.

7. 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.

8. Security Reports and Information. If any reports are required, the COR may direct the submission of such reports and information through a specific IRS application, to be determined, or the entry of specific information into the application or system.

9. 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. [End of clause]

H.7 INSURANCE - WORK ON GOVERNMENT INSTALLATION

Within 15 calendar days after the award of this contract, the Contractor shall furnish the Contracting Officer a CERTIFICATE OF INSURANCE as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the "INSURANCE -WORK ON A GOVERNMENT INSTALLATION" clause, Section I.

(a)The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage.

- (1) Comprehensive General Liability:
\$500,000 per occurrence
- (2) Automobile Liability:
\$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for Property damage
- (3) Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.
- (4) Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers.

- (5) Other as required by State Law.
- (b) The Certificate of Insurance shall provide for at least 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned INSURANCE clause.

H.8 APPLICABLE MINIMUM HOURLY RATES OF WAGES

Refer to Exhibits H-1 and H-2 in herein for Wage Determination(s) specifying the minimum hourly rate of wages that shall be paid to service employees embraced by the specifications. Wage rates have been determined by the Secretary of Labor in accordance with the provisions of the Service Contract Act of 1965 as amended, and the Davis Bacon Act for Building Construction.

H.9 SECURITY REQUIREMENTS

- (a) The Contractor shall comply with all security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall cause to be filled out questionnaires and other forms as may be required for security.
- (b) Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.
- (c) Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents or employees to criminal liability under 26 U.S.C.A, Section 7213(a)(3).
- (d) All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the COR.
- (e) Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

H.10 IDENTIFICATION

H.10.1 Identification of Contract Employees

- (a) The Contractor shall provide to the COR the name or names of the responsible supervisory person or persons authorized to act for the Contractor.
- (b) The Contractor shall furnish sufficient personnel to perform all work specified within the contract.
- (c) The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of the Government.
- (d) No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or, if an alien, legal residency within the United States is confirmed.

H.10.2 Photo-Identification Badges

The Contractor shall make his/her employees available for photo-identification badges on a schedule to be worked out with the COR. The badges will be made by the Government after a favorable security report has been received on the contract employees. IRS personnel will take the pictures and furnish the equipment and material to make the identification badges. Contract employees shall sign each badge at the time of photographing.

The Contractor shall issue the badge to the employees each day as they report for work and collect when leaving the building. The Contractor shall see that all badges are returned to the Contracting Officer's Technical Representative when employees are dismissed or terminated. The Contractor will notify the Contracting Officer's Technical Representative when employee badges are lost. It will be the responsibility of the Contractor to pay for replacement badges at the rate of \$2 per badge. The use of the photo-identification badges will be at the option of the Government.

H.10.3 Parking Decals

Contract employees wishing to park on IRS property shall show proof of liability insurance actively in force on vehicles prior to obtaining parking decals and at other times as required by IRS. Subject insurance must be maintained at all times while using the IRS parking facility. Denial or loss of parking privileges will result from non-compliance.

H.11 RECORD OF ARRIVAL/DEPARTURE

Each contract employee must sign in when reporting for duty and sign out when leaving at the end of the workday. The Record of Time of Arrival and Departure, GSA Form 139, or equivalent, provided by the COR shall be used for this purpose. The sign-in and sign-out location will be designated by the COR. Entries made for arrival and departure

will be countersigned by the Contractor's shift supervisor. It is the Contractor's responsibility to collect and submit daily sign-in sheets to the COR in a timely manner but no less than once weekly. These procedures are subject to change with implementation of revised security procedures at the IRS CINCINNATI SERVICE CENTER.

H.12 STAFFING AND KEY PERSONNEL

Any proposed reduction in contract staffing, or replacement of key personnel designated to perform contract services, as cited in Contractor's approved Staffing Plan (refer to Paragraph C.3.6, "Staffing Requirements and On-Site Hours of Operation") shall be submitted to the COR for the Contracting Officer's review and approval. The Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification and personnel qualifications in sufficient detail to permit evaluation of the impact on the program. All changes are subject to the Contracting Officer's approval.

H.13 INTERFERENCE WITH BUSINESS

The work shall be carried on in such a manner that there will be no interruption or interference with the proper execution of Government business. All persons employed in contract work shall, while on the premises, comply with all building regulations.

H.14 UNIFORMS

All contract employees shall wear distinctive uniforms, consistent in color and design, bearing the Contractor's name or emblem. Uniform colors shall be that which is typically worn by maintenance staff and clearly distinguishable from other contractor staff performing services at IRS Cincinnati Service Center (e.g. security staff). Uniforms are subject to COR approval and shall be clean and neat in appearance.

H.15 STANDARDS OF CONDUCT

Contract employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and sobriety, and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. Possession of illegal substances by contract employees shall result in the employee's immediate removal from IRS and replacement by the Contractor. The Contractor is responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. All persons employed in the performance of this contract shall, while on the premises, comply with all security regulations.

H.16 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his own volition or at the request of any individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting officer is authorized to change the specifications, terms and conditions in this contract.

H.17 DATA DOCUMENTATION/OWNERSHIP

The Government retains ownership of any data the Government shares with the contractor.

SECTION I CONTRACT CLAUSES

I.1. 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): <https://acquisition.gov/far>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>
52.202-1	DEFINITIONS (NOV 2013) 52.209-9
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (May 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (May 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)
52.203-14	Display of Hotline Poster(s) (Dec 2007)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (June 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel.(Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)
52.204-13	System for Award Management Maintenance (Jul 2013)
52.204-14	Service Contract Reporting Requirements (Jan 2014)
52.204-18	Commercial and Government Entity Code Maintenance (Nov 2014)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

- (Aug 2013)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (Dec 2014)
- 52.210-1 Market Research. (Apr 2011)
- 52.211-11 Liquidated Damages -- Supplies, Services, or Research and Development (Sept 2000)
- 52.215-2 AUDIT AND RECORDS--NEGOTIATION (Oct 2010)
- 52.215-8 Order of Precedence -- Uniform Contract Format (Oct 1997)
- 52.215-14 Integrity of Unit Prices (Oct 2010)
- 52.216-7 Allowable Cost and Payment (Jun 2013)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (Nov 2011)
- 52.219-8 Utilization of Small Business Concerns (Oct 2014)
- 52.219-14 Limitations on Subcontracting (Nov 2011)
- 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)
- 52.222-3 Convict Labor (June 2003)
- 52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation. (May 2014)
- 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (Mar 2007)
- 52.222-35 Equal Opportunity for Veterans (Jul 2014)
- 52.222-36 Equal Opportunity for Workers With Disabilities (Jul 2014)
- 52.222-37 Employment Reports on Veterans (Jul 2014)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- 52.222-41 Service Contract Labor Standards (May 2014)
- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
- 52.222-50 Combating Trafficking in Persons (Mar 2015)
- 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2014)
- 52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (Sep 2013) **Clause Fill-In Terms: *The Environmental Point of Contact For This Contract:***
bioreport@ecm.treasury.gov
- 52.223-3 I Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.223-10 Waste Reduction Program (May 2011)
- 52.223-12 Refrigeration Equipment and Air Conditioners (May 1995)
- 52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007)
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and

- Construction Contracts (May 2008)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- 52.223-19 Compliance With Environmental Management Systems (May 2011)
- 52.225-5 Trade Agreements (Nov 2013)
- 52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)
- 52.227-1 Authorization and Consent (Dec 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec. 2007)
- 52.229-3 Federal, State, and Local Taxes (Feb 2013)
- 52.232-1 Payments (Apr. 1984)
- 52.232-8 Discounts for Prompt Payment (Feb 2002)
- 52.232-11 Extras (Apr 1984)
- 52.232-17 Interest (May 2014)
- 52.232-18 Availability of Funds (Apr 1984) [*This Clause Applies to the Base Period and Each Contract Option Period*]
- 52.232-23 Assignment of Claims (May 2014)
- 52.232-25 Prompt Payment (Jul 2013)
- 52.232-33 Payment by Electronic Funds Transfer-- System for Award Management (Jul. 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.233-1 I Disputes (May 2014) Alternate I
- 52.233-3 Protest after Award (Aug. 1996)
- 52.233-4 Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.237-3 Continuity of Services (Jan 1991)
- 52.242-13 Bankruptcy (Jul 1995)
- 52.243-1 II Changes -- Fixed Price (Aug 1987) Alternate II
- 52.244-2 Subcontracts (Oct 2010)
- 52.244-6 Subcontracts for Commercial Items (Mar 2015)
- 52.245-1 Government Property (Apr 2012)
- 52.245-2 Government Property Installation Operation Services (Apr 2012)
- 52.245-9 Use and Charges (Apr 2012)
- 52.246-25 Limitation of Liability -- Services (Feb 1997)
- 52.248-1 Value Engineering (Oct 2010)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
- 52.249-6 Termination (Cost-Reimbursement) (May 2004) Alternate IV
- IV
- 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)
- 52.249-14 Excusable Delays (Apr 1984)
- 52.253-1 Computer Generated Forms (Jan 1991)

FOLLOWING CLAUSES RELATE ONLY TO TASK ORDERS FOR
 “CONSTRUCTION” SERVICES THAT ARE APPLICABLE PURSUANT TO
 THE FAR - REFER TO SECTION C, ITEM C.4, ADDITIONAL SERVICES

- 52.216-7 I Allowable Cost and Payment (Jun 2013) Alternate I
- 52.222-6 Construction Wage Rate Requirements (May 2014)
- 52.222-7 Withholding of Funds (May 2014)
- 52.222-8 Payrolls and Basic Records (May 2014)
- 52.222-9 Apprentices and Trainees (Jul 2005)
- 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)
- 52.222-11 Subcontracts (Labor Standards) (May 2014)
- 52.222-12 Contract Termination -- Debarment (May 2014)
- 52.222-13 Compliance with Construction Wage Rate Requirements and
Related Regulations (May 2014)
- 52.222-14 Disputes Concerning Labor Standards (Feb 1988)
- 52.222-15 Certification of Eligibility (May 2014)
- 52.222-30 Construction Wage Rate Requirements—Price Adjustment (None or
Separately Specified Method) (May 2014)
- 52.225-9 Buy American—Construction Materials (May 2014)
- 52.228-2 Additional Bond Security (Oct 1997)
- 52.228-11 Pledges of Assets (Jan 2012)
- 52.228-14 Irrevocable Letter of Credit (Nov 2014)
- Clause Fill-In Terms To be Determined at Time Additional
Services are Requested for Construction***
- 52.228-15 Performance and Payment Bonds -- Construction (Oct 2010)
- 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)

I.2. 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 the effective date of the applicable contract period (base and each option 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. (End of clause) \

I.3. 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 \$1.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-- (1) Any order for a single item in excess of **\$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 30 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 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. (End of clause)

I.4. 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 not less than 15 days before the end of the period of performance.(End of clause)

I.5. 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 15 days before the contract expires provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months. (End of clause)

I.6. 52.219-28 – POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code **561210** assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title]. (End of clause)

I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination - 23130 Maintenance Carpenter WG -9; 14041 Computer Operator- I GS-4; 23160 Electrician Maintenance WG-10; 23182 Electronics Technician Maintenance- II WG-9; 23290 Fire Alarm System Mechanic WG-10; 23410 Heating, Ventilation and Air-Conditioning Mechanic WG-10; 23580

Maintenance Trades Helper WG-5; 223760 Painter, Maintenance WG-9; 23810 Plumber, Maintenance WG-9; 01311 Secretary- I GS-4 (End of clause)

I.8 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Aug 2013)

(a) Definitions. As used in this clause-

"Commercially available off-the-shelf (COTS) item"-

(1) Means any item of supply that is-

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify

all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for-

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States. (End of clause)

I.9. 52.223-11 -OZONE-DEPLETING SUBSTANCES(May 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).

I.10. 52.225-9 --BUY AMERICAN-- CONTSTRUCTION MATERIALS (May 2014)

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
 _____ [*Contracting Officer to list applicable excepted materials or indicate “none”*]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

I.11. 52.245-2 --GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(End of clause)

**I.12. DT1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)
APPOINTMENT AND AUTHORITY (AUG 2011)**

(a) The COR is [Refer to Section G, Paragraph G.1.2].

(b) Performance of work under this contract is subject to the technical direction of the COR 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, and/or 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 contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the contract 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 COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer..

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (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."(End of clause)

**I.13 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 non appropriated 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, disclosures 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 allow ability. 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. (End of clause)

I.14 1052.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (MAR2015)(DEVIATION 2015-00003)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.(End of clause)

I.15 1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS

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. [End of Clause]

I. 16 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. (End of Clause)

I.17. DT1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative 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 applicable law, including

31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions. (End of clause)

I.18. 1052.232-7003 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS FOR THE INVOICE PROCESSING PLATFORM(IPP) (Aug 2012)

The U.S. Department of the Treasury, Financial Managements 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. (End of Clause)

SECTION J
EXHIBITS AND ATTACHMENTS

(Provided as separate document when accessing the solicitation electronically)

Exhibit Number	Title of Exhibit/Attachment	No. of Pages	Format
B-1	Price Schedule	--	Excel
E-1	Performance Requirements Summary Table (PRST)	17	
H-1	DOL Wage Determination No. 2005-2413, Rev. No. 17, Dated 12/29/2015	10	
H-2	General Decision Number: KY160174, 04/01/2016	7	
TE-1	General Location and Site Information	6	
TE-2	Facility Components and Equipment	2	
TE-3	Service Calls - History	2014-29 2015-33	
TE-4*	Public Buildings Preventive Maintenance Guides	--	
TE-5	Building Equipment Inventory List	--	Excel
TE-6	Required Submittals and Reports	5	
TE-7A	Government Furnished Space and IT Equipment	1	
TE-7B	Government Furnished Material/Inventory Equipment	3	
TE-8	Glossary of Terminology	4	
TE-9	Applicable Regulations and References	5	
TE-10	Infrared Testing Requirements	1	
TE-11*	Service Call, PM, and Additional Service Work Flow Charts	--	
TE-12	Certification Requirements	1	
TE-13	Reserved	--	--
TE-14	Bio-based Reporting Form Template	3	
Attachment No.			
1	Quality Assurance Surveillance Plan (QASP)	13	
2	Past Performance Questionnaire	4	

*EXHIBIT AVAILABLE UPON REQUEST

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS

K.1. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2007)

(a) *Definitions.* As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) *Disclosure.* 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.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure. (End of Provision)

K.2. 52.204-8 -ANNUAL REPRESENTATIONS AND CERTIFICATIONS(Feb 2016)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **561210**.

(2) The small business size standard is **38.5**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR Clause	Title	Date	Change
------------	-------	------	--------

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 SAM.

(End of Provision)

K.3 52.209-5 -- CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Oct 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) 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.

(2) Examples.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
(End of Provision)

K.4. 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (Jul 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.5 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY FELONY CONVICTION UNDER ANY FEDERAL LAW (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.6. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Oct 2014)

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“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 the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business 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
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

- (i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in

circumstances or adverse decisions have been issued that affects its eligibility;
and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility;
and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[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.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it is is, is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.7. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran Representation and Certification. (Nov 2011)

(a) Definitions.

Person

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

K.8. IRS1052-04-001 Instructions to Offerors for Performance Requirements

In support of the performance requirements stated in FAR clause 52.219-14, Limitations on Subcontracting, the following information shall be provided in the space below. If not enough room has been provided below, please submit an attachment to Section K detailing the information required.

For services (except construction) add:

Insert Name of Offeror's Company or Firm

At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of _____

Insert Name of Offeror's Company or Firm_____

Employees of _____ will provide the following services in fulfilling the contract requirements. List the services and estimated cost of performance incurred for personnel, and provide brief narrative description.

For supplies (other than procurement from a regular dealer in such supplies)

Insert Name of Offeror's Company or Firm

The _____ shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

Insert Name of Offeror's Company or Firm

Employees of _____ will perform the following work in fulfilling the manufacturing requirements.

List the items and estimated cost of manufacturing, not including materials, and provide brief narrative description.

For general construction or construction by special trade contractors add:

Insert Name of Offeror's Company or Firm

The _____

Insert 15 or 25 will perform at least ____ percent of the cost of the contract, not including the cost of materials, with its own employees.

Insert Name of Offeror's Company or Firm

Employees of _____ perform the following work in fulfilling the contract requirements. List the work and estimated percent of contract cost, and provide brief narrative description.

K.9. IR1052-96-122 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS

The contractor's representations and certifications are hereby incorporated into the contract by reference. [End of Provision]

K.10. AB1052.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS— REPRESENTATION (MAR2015) (DEVIATION 2015-00003)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. (End of provision)

K.11. AB1052.209-72 CHARTER IN BERMUDA OR THE CAYMAN ISLANDS FISCAL YEAR 2015 APPROPRIATIONS, DIVISION E AGENCIES (DEVIATION 2015-00004) (APR 2015)

(a) In accordance with Section 627 of the Consolidated and Further Continuing Appropriations, Act, 2015 (Public Law 113-235) none of the funds made available by Division E of Public Law 113-235 may be used to enter into any contract with an incorporated entity if such entity's sealed bid or competitive proposal shows that such entity is incorporated or chartered in Bermuda or the Cayman Islands, and such entity's sealed bid or competitive proposal shows that such entity was previously incorporated in the United States.

(b) The Offeror represents that it is is not an entity incorporated or chartered in Bermuda or the Cayman Islands, and was or was not previously incorporated in the United States. (End of provision)

K. 12. IR1052.232-7003 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS FOR THE INVOICE PROCESSING PLATFORM (IPP) (AUG 2012)

(a) Definitions:

"Short payment" as used in this clause means an invoice that includes the cost or price for supplies or services delivered or performed, as well as the cost or price for supplies or services not yet tendered to the Government in accordance with the terms of the contract, order or agreement.

“Short payment” example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, assuming that these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

(b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below, and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail at ippgroup@bos.frb.org or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor Point of Contact Information

Contractor Name:

Contractor IPP Point of Contact Name:

Contractor Phone Number:

Contractor E-mail Address:

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. In order to be approved for payment, a “proper invoice” must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

Under this contract, the following documents are required to be submitted as an attachment to the invoice (Contracting Officer fills in additional documentation that must be furnished by the contractor (e.g. timesheet)):

(e) Payment and Invoice Questions

For payment and invoice questions, contact the Beckley Finance Center at (304) 254-3372 or via e-mail at cfo.bfc.ipp.customer.support@irs.gov.

(f) Waiver

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor’s proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver form included as Attachment 1 to this clause. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned.

(g) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid. (End of Clause)

Internal Revenue Service (IRS) Invoice Processing Platform (IPP) Waiver Form

The IRS invoicing and payment requirements clause (IR1052.232-7003) requires that all invoices under awards made (or effective) on or after October 1, 2012, be submitted electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver. For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office or the invoice will be returned.

Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

- 1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to: either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.
- 2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.
- 3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location.)
- 4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.
- 5. The agency does not expect to receive more than one invoice from the same contractor within a one-year period. i.e., the invoice submission is non-recurring.
- 6. The contractor customarily submits a high volume of invoices on a regular basis via file format, not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date. File format(s) used: _____.
- 7. Other - Please explain _____

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

Attachment 1
Page 2 of 2

Waiver Submitted By:

Contractor Name

Name of Person Submitting Request for Waiver

Title

Signature of Person Submitting Request for Waiver
(electronic signature not acceptable)

E-mail Address

Phone No.

Contract/Order No.

Date Submitted

Waiver Approved By:

Contracting Officer's Name Printed

Contracting Officer's Signature
(Electronic signature is not acceptable)

Date

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. 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/>

<u>NUMBER</u>	<u>TITLE</u>
---------------	--------------

52.204-16	Commercial and Government Entity Code Reporting
52.204-17	Ownership or Control of Offeror

L. 2. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (Jul 2013)

(a) Definitions. As used in this provision-

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that-

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of

the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>
(End of clause)

L. 3. 52.215-1 -- Instructions to Offerors --COMPETITIVE ACQUISITION (Jan 2004)

(a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision 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 --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient

competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) 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)

L.4. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price (FFP) contract type for primary contract services (Basic Services), and for secondary services ordered on as-needed basis (Additional Services), as FFP type orders resulting from this solicitation. (End of provision)

L.5. 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: IRS, General Legal Services Public Contract Law Branch, 1111 Constitution Ave., NW, Room 6404, Washington, DC 20024.

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

L.6. FAR 52.237-1 SITE VISIT (Apr 1984)

Offerors 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. (See paragraph L.9)
(End of provision)

L.7. 52.252-5 -AUTHORIZED DEVIATIONS IN PROVISIONS(Apr 1984)

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

(b) The use in this solicitation of any provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation. (End of Provision)

L.8. IR1052-96-061 DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made in writing and emailed to the Contracting Officer. In order to ensure a timely response, questions should be received by the Contracting Officer at least 10 business days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

[End of Provision]

L.9. IR1052-96-120 DISPOSITION OF PROPOSALS

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed. [End of Provision]

L.10.SITE VIST/PRE- PROPOSAL CONFERENCE

A pre-proposal conference will be held on site at IRS Cincinnati Service Center and Child Care Center located at 201 West Rivercenter Blvd., Covington, KY 41011, during which time offerors will be given the opportunity to attend a guided tour of the facility. The conference will be held at the date and time indicated on the cover page of this solicitation, unless otherwise rescheduled by amendment to the solicitation.

ONLY ONE CONFERENCE IS SCHEDULED. Offerors missing the conference will lose their opportunity to inspect the site.

REGISTRATION IS REQUIRED: In order to be permitted into the facility, interested parties should register at least 2 business days (48 hours) in advance of the conference with the Contracting Officer, Camille D. Pettway. Registration should be made via email to: camille.pettway@irs.gov, with email subject line reading "***SOLICITATION TIRSE-15-R-00002 PRE-PROPOSAL CONFERENCE***". The CO will acknowledge individual receipt of offerors' requests. Registration request must provide the contractor's name and the names of conference attendees. Acceptable identification (with photo) will be required to enter the facility. Late registration could result in offeror being denied entrance into facility.

NOTICE OF CHANGE: Any change to the conference schedule, as well as other changes to the solicitation, will be posted on the FBO website and IRS procurement website as an amendment to the solicitation. **Offerors are responsible for monitoring the FBO website and IRS Procurement website for solicitation amendments throughout the solicitation process.**

L.11. PROPOSAL PREPARATION INSTRUCTIONS

L.11.1 General Instructions

- a. The Government will not pay any costs incurred in the preparation and submission of proposals. Offeror shall submit response (1 hardcopy) to this solicitation to the address shown in paragraph entitled "Mailing Instructions" (see Paragraph L.12).
- b. Faxed offers will not be considered or evaluated.
- c. Offeror's response must include one (1) electronic copy, with the subject line listing the Solicitation TIRSE-15-R-00002, and Proposal Title, the contractor shall submit separate emails for the (1) Business Proposal, (2) Price Proposal and (3) Technical Proposal the number of emails depends on the file size and it is the contractor responsibility to ensure the

emails are received also, submit one (1) hard copy that includes (1) Business Proposal; (2) Price Proposal; and (3) Technical Proposal. Submittal is to be made in 3 separate volumes, individually titled. The original for each volume shall be clearly identified and marked "ORIGINAL" on the outside cover. The Technical Proposal must be separately bound in standard loose-leaf, three-ring binders capable of lying flat when opened, with **pages consecutively numbered and not exceed page limitation** specified in L.11.4.2 below. The volume number, title, solicitation number, and Offeror's name shall be clearly identified on the cover and spine of each binder.

- d. The proposal must be valid for a period of no less than 150 calendar days after submission.
- e. Transmittal envelopes or boxes shall include the solicitation number in the lower left corner: TIRSE-15-R-00002.
- f. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are not solicited.
- g. The offeror must submit a comprehensive technical proposal and price data to provide a basis for sound evaluation by the Government. The information provided shall be concise, factual and complete.

L.11.2 Volume I - Business Proposal

Volume I shall consist of the following:

- a. (1) Standard Form 33 (page 1), completed and signed by an authorized officer of the offeror's company - one signed original; (2) Section G, paragraph G.1.3, Project Manager, completed with Project Manager's name, address, phone and fax numbers; e-mail address and (3) completed Section K, Representations and Certifications.
- b. Offeror shall respond to the requirements of Sections D through I of the solicitation and indicate whether it proposes to comply. The offeror shall identify all exceptions it takes to the requirements of the solicitation and all deviations from which it requests approval. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall proposed an alternative and describe its reasoning.

It is not necessary to respond on a paragraph by paragraph basis except as required for clarity. For example if the offeror agrees to the terms of Section H of the RFP in its entirety, a single statement to that effect will suffice.

- c. **Financial Capability.** 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. The Offeror must indicate whether financial resources are available to perform the contract without assistance from any outside source.

If sufficient resources are not available, then indicate in your proposal the amount required and the anticipated sources (i.e., bank loans, letter or line of credit, etc.). In addition, please provide the lenders name and phone number so that credit information can be verified. Offerors are to submit their certified financial statements for the previous two Fiscal Years, as well as for Fiscal Year (current to date). If audited financial statements are not available, then the Offeror shall provide its unaudited financial statements and certified tax returns for the past two Fiscal Years.

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.

L.11.3 Volume II - Price Proposal

L.11.3.1 General

The Price Proposal shall encompass all prices associated with the requirements of the contract. Pricing shall be provided for all line items, to include the Base Period and all Option Periods, and will include line item totals that in some cases are based on estimated quantities the Government does not commit to actually ordering. A Grand Total Summary schedule that includes the base period and all option periods is to be provided to confirm offeror's total overall price used for evaluation purposes. However, the proposed basic monthly services amounts, fixed labor-hour rate, G&A, OH, Profit fee and indirect material costs percentages (subcontracting per scenario) will be incorporated into the resultant contract. (Refer to Section M, Paragraph M.5, Price Evaluation, regarding evaluation methodology that will be used.) In accordance with FAR 52.222-43 (b), **Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts)**, *"The contractor certifies that the prices/applicable labor categories in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause."*

INSTRUCTION TO OFFERORS: OFFERORS ARE TO COMPLETE THE PRICE SCHEDULE (for Base and each Option Period including the Option to Extend Services and Additional Services (scenario) LOCATED IN SECTION J, EXHIBIT B-1 (Provided as a Separate Document) AND RETURN WITH PROPOSAL

There are no page limitations for the price proposal; however, it is strictly limited to applicable information.

L.11.3.2 Specific

a. Price Schedule (Exhibit B-1):

(1) Offerors are to complete all pricing information based on the instructions provided in the Price Schedule. Estimated quantities are included in Exhibit B-1 that will be used *for evaluation purposes only*. Offerors are to include a Grand Total Summary under the Tab entitled "Summary".

Electronic copy: The Price Schedule is on a spreadsheet using Excel. Offerors are to complete pricing information and return via email(s).

Hard copy: A hard copy of the completed Price Schedule is to be printed and returned with Volume II reflecting offerors complete pricing information. The offeror shall certify that the paper version of the proposal is exactly the same as the electronic version.

(2) Offerors are to submit a separate breakdown per fixed labor hour rate for Additional Services. Breakdown should reflect how fixed labor hour rates were derived in Microsoft Excel format.

(3) Offeror is to propose its indirect cost for materials ("Indirect Cost - Materials") as a percentage of cost. Offeror is to submit supporting documentation, for example, budgetary data if budgetary data was used in computing the indirect rates, or a copy of offeror's Federal Agency forward pricing rate agreement letter (FPRA), etc., that reflects how the percentage rate was derived. Notice: Offeror may include allocable indirect costs and other direct costs to the extent they are (i) Comprised only of costs that are clearly excluded from the hourly rate; (ii) Allocated in accordance with the Contractor's written or established accounting practices. These instructions are for the scenario in Section M.5.

(4) Offeror is to propose its percentages for Overhead (OH), General and Administrative Expense (G&A), and profit as percentages of cost. Offeror is to submit supporting documentation (for examples see above) that reflects how the percentage rates were derived and/or submit the indirect agreement(s) between the contractor and the subcontractor(s) that reflects the agreed OH and G&A percentages amount(s). Offeror shall only propose indirect costs in accordance with its normal established estimating practices. These instructions are for the scenario in Section M.5.

(5) For evaluation purposed, pricing for services provided in the event extension under FAR 52.217-8, Option to Extend Services is exercised will be evaluated.

b. PRST (Exhibit E-1): Offerors are to complete the "Weight" column by applying the percent of contract cost attributed to performance of each work requirement. See Section E; paragraph E.2 for explanation of PRST.

L.11.4 Volume III - Technical Proposal

L.11.4.1 General

The technical proposal shall consist of the offeror's response to the requirements of the Performance Work Statement (PWS), as outlined in Section C herein. The offeror shall clearly identify all exceptions it takes to the technical requirements of the solicitation and all deviations from which it requests approval.

Offerors are advised that there are three evaluation factors, with six sub-factors will be evaluated under the “technical approach “that will be used to evaluate technical proposals and sub factors where applicable, as listed below:

- a. Technical Approach:
 - (1) Staffing Plan and Phase-In Plan
 - (2) Building Operations Plan
 - (3) Service Call Plan
 - (4) Preventive Maintenance (PM) Plan
 - (5) Additional Services Plan
 - (6) Subcontracted Work
- b. Relevant Work Experience
- c. Record of Past Performance

L.11.4.2 Specific

a. Technical Proposal Limitations:

- (1) The proposal shall not exceed **100** pages. The page limitation does not include table of contents, dividers. Pages in excess of **100** will be removed without being evaluated. No material may be incorporated by reference.
- (2) The technical proposal shall be submitted via email in one (1) or more separate emails depending on the file size to ensure the delivery of the emails and one (1) hard copy printed on 8 1/2" x 11" paper using no smaller than 12-point font (one sheet of paper printed on both sides shall count as two pages). Foldouts no larger than 11" x 17" may be used as appropriate for illustrations and charts. Foldouts shall be printed on one side only and shall count as two (2) pages. **ALL PAGES MUST BE CONSECUTIVELY NUMBERED.** In order to reduce redundancy in the proposal, the offeror may reference another section in the proposal rather than duplicate the information in more than one location; however, consistency in the logical flow of the subject matter must be maintained. Where use of subcontractor(s) is proposed, the proposal shall clearly distinguish between the primary contractor's and the subcontractor's work and responsibilities.

b. To facilitate evaluation, proposals should follow the same general outline using the various components specified in L.11.4.2.1 through L.11.4.2.9.

L.11.4.2.1 Tab 1 - Introduction

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 area in Section C. 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.

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.

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 contractor must comply.

L.11.4.2.2 Tab 2 - Staffing Plan and Phase-In Plan

a. Offerors shall submit the following information as a part of its Staffing Plan.

(1) 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.

(2) Submit resumes for key personnel, to include the proposed project manager and shift supervisor. 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.

(3) 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 IRS Cincinnati Service Center 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 campus.

(4) 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 (i) the Offeror's own resources, (ii) incumbent contractor personnel, and (iii) outside recruitment.

b. Offerors shall submit its Phase-in Plan that discusses its approach for meeting the requirements of Section C, Paragraph C.3.9. The plan shall include milestone charts and address all of the requirements in PWS Paragraph C.3.9.1 through C.3.9.6. Specifically discuss (1) staffing proposed to prepare the workforce to assume full operations on the first day of contract performance; (2) procedures to be used for the "Existing Condition Inspection" (3) level of detail to which the "Existing Condition Inspection" will be conducted and (4) timeline (*WITHIN THE FIRST 30 DAYS AFTER CONTRACT AWARD AND PRIOR TO CONTRACT START*) for phase-in including all milestones for significant phase-in events, such as:

- "Existing Condition Inspection";
- "Existing Condition Inspection" report submittal date;
- How, when, and by whom the CMMS system will be updated and made ready to meet the requirements of the contract during the base contract period.
- Completion of material stocking effort;
- Effecting necessary subcontracts;
- Obtaining necessary clearance for all employees;
- Achieving full staffing levels; and
- Submittals identified in TE-6 that are required before contract start date

L.11.4.2.3 Tab 3 - 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 Paragraph C.3.1.1 including both summer and winter operations.

Address the following information:

- a. Heating Ventilation and Air Conditioning (HVAC) equipment operations to achieve energy efficiency for various ambient outside temperature levels;
- b. HVAC equipment operations to achieve facility ventilation;

- c. HVAC equipment operations to enhance the reliability of critical equipment and subsequent reduction in risk to the IRS mission;
- d. 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;
- e. Achievement and maintenance of temperatures in all facilities;
- f. Achievement and maintenance of temperature in facility unoccupied spaces;
- g. Procedures to achieve climate conditions for Information System equipment and other specialized equipment;
- h. Operating Interior lighting operations plan;
- i. Operating Exterior lighting operations plan;
- j. Operations to protect facility and equipment during extreme cold;
- k. Chilled Water and Hot Water resets based on indoor and outside temperatures/weather;
- l. Procedures for use of Government-furnished free cooling building equipment to save energy;
- m. A specific description of how and when equipment operational checks will be performed;
- n. A description of how and how often automated control systems for building equipment will be backed-up;
- o. 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 COR a minimum of 24 hours in advance;
- p. Description of complete water treatment program for all systems; and
- q. Description of how and when all required reports will be accomplished

L.11.4.2.4 Tab 4 - Service Call Plan

Offerors shall clearly describe their approach for meeting the requirements of the PWS (re: Paragraph C.3.3).

Specifically address the following as a minimum:

- a. How service calls will be received during normal and after hours;
- b. How service calls will be received, opened, closed, and documented, etc.;
- c. How repair requirements will be identified and handled as service calls and incorporated with the QC Program;
- d. 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;
- e. What materials and equipment are required to support service call work under \$3,000;
- f. What service call materials will be stocked on-site; and
- g. How technical assistance will be provided.

L.11.4.2.5 Tab 5 - Preventive Maintenance (PM) Plan

Offerors shall clearly describe their approach for meeting the requirements of the PWS (re: Paragraph C.3.4).

Specifically address the following as a minimum:

How the PM schedule will be updated and generated;

- a. How PM task orders will be assigned;
- b. What PM standards and procedures will be used for equipment maintenance;
- c. What equipment the contractor will need to develop a PM Guide card for;
- d. How PM will be closed-out and equipment records will be updated in CMMS;
- e. How COR will be notified when it is necessary to defer PM;
- f. How deferred PM will be re-scheduled and documented when deferred and completed;
- g. How equipment history database will be established and maintained;
- h. Approach for “Certification and Testing” requirement (See Section C, Paragraph 3.4.6) including names of individuals or firms that will perform the certification and testing and the certification and testing schedule;

- i. How PM Program will be integrated into the QC Program;
- j. How equipment will be tagged with updated equipment ID numbers; and
- k. List of critical spare parts for equipment PM and repairs activities that will be maintained on-site.

L.11.4.2.6 Tab 6 - Additional Services Plan

Offerors shall clearly describe their approach for meeting the requirements of the PWS (re: Paragraph C.4), identifying how requests for Additional Services work will be estimated, proposed, staffed and/or subcontracted, scheduled, controlled, and inspected,.

Specifically discuss the following areas:

- a. Procedures, staffing, and response times to be used in preparing cost estimates for labor, subcontracted work, material, and equipment for additional services task orders;
- b. Procedures for scheduling additional services task orders;
- c. Identify the source of staffing for additional services task orders;
- d. Procedures for managing and assuring quality work performed on additional services task orders;
- e. Process of how repair requirements identified by the Offeror during the QC process will be handled;
- f. 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;
- g. Describe the materials and equipment required to support service call work and how they will be obtained;
- h. Describe how technical assistance will be provided;
- i. Describe how Offeror will open, close, document, and maintain database records for all Additional Services task orders; and
- j. Indicate how Additional Services work performed by Offeror personnel will be accomplished (by normal staffing, overtime, over hires, etc.).

If the Additional Services work is to be performed by subcontract, indicate how subcontractors will be obtained, scheduled, and managed to meet the required delivery dates of the Additional

Services task orders. Also, describe contracts or other means the Offeror may have in place to meet the contract requirements.

L.11.4.2.7 Tab 7 – Subcontracted Work

Offeror shall clearly demonstrate their understanding of the functions within Basic Services that may require subcontracted personnel to perform and shall describe an effective approach for recruiting, retaining and managing qualified subcontractors.

Specifically discuss the following areas:

- a. Discuss the functions that will be subcontracted for performance of Basic Services.
- b. Illustrate how you will recruit and retain qualified subcontractors and manage their performance.
- c. Identify what percentage of proposed fixed monthly prices for Basic Services will be performed by other than the offeror's own employees. Identify which of the labor categories for Additional Services will be performed by other than offeror's own employees.

NOTICE: In order to be eligible for contract award, offeror must perform contract services using its own employees. The use of subcontractors must be limited to ensure compliance with FAR 52.219-14, Limitations on Subcontracting, as follows

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

NOTICE: 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 subcontractors.

L.11.4.2.8 Tab 8 – Relevant Work Experience

- a. The offeror shall include **two (2)** relevant contracts where they have performed or are performing similar work at for at least one (1) year, or completed in the last three (3) years. If more than two (2) relevant contracts are provided the Government will only evaluate the first two (2) in the proposal to determine the rating. Therefore, the contractor should pick only the

best two relevant contracts to include in their proposal. The offeror should include enough information for the government to determine if the contracts are similar in size and complexity to the IRS Cincinnati Service Center and Child Care Center and this scope of work. To assist the offeror in determining if the building is relevant we have included building information in bold font for the IRS Cincinnati Service Center and Child Care Center as follows:

- (1) Size of building in square footage (if more than one building is included in the contract indicate the square footage for each building separately). **IRS Cincinnati Service Center is 365,000 GSF and an 11,500 GSF Child Care Center detached from the main building.**
- (2) Computer room size in square footage (if more than one building is included in the contract indicate the computer room square footage for each building separately). **Main building Computer room is 2200 SF plus the MDF, Main Distribution frame; Room is 6500 SF and 6 IDF, Individual Distribution Frame Rooms at 200 SF Each.**
- (3) Building operating hours (if more than one building indicate the operating hours for each building). **Main building operates 24 hours a day, 7 days a week, 365 days a year. Child Care 6 AM to 6 PM Monday - Friday.**
- (4) Number of building occupants (per shift if more than one shift and broken out per building if more than one building). **Main building day shift is approx. 1200, 2nd shift is 250 personnel, 3rd shift is 250.**
- (5) Age of building (if more than one building is included in the contract indicate the age for each building separately). **Building "A" is 53 years old. Building "B" is 48 years old and the Child Care Center is 21 years old**
- (6) Identify the amount and size of major building equipment maintained including, but not limited to:
 - a. Uninterrupted Power Supply (rotary and/or static)
Central Plant Rotary UPS, Pillar UNIBLOCK Series 610 3@ 360 KVA
 - b. Battery Systems
Central Plant. 240 Sealed Gel Batteries
 - c. Generators

**Main A Building, 1-300 KVA diesels Generator and 1000 Gallon AGST.
Life Safety only**

- d. Transfer Switches Main Building and Central Plant. 14 ATS's,**
 - e. Chillers: Main Building: (2), 300 ton Screw Chillers, (R-22) and (1) 464 ton Centrifugal Chiller, (R123). Central Plant (2) 300 Ton Centrifugal Chillers, (R123)**
 - f. Cooling Towers - Main Building: 1- BAC 3 cell cooling tower at 300 tons each. Central Plant BAC- 2 Cell Cooling tower at 300 Tons Each**
 - g. Boilers - Main Building 2- 200 HP HRT Fire tube steam Boiler, NG**
 - h. Air Handling Units - Main Building: 23 units. Central Plant: 2 units. Child Care 3 Trane Voyager rooftop units w\electric heat**
 - i. HVAC Building Automation Systems. Johnson Controls Metasys connected to Child Care Center and Computer Room**
 - j. Computer Room HVAC -Main Server room 1 30 ton Liebert DX and 1 Liebert Chilled water Unit. MDF Room 4 Liebert Chilled water Units. IDF Room Mcquay fan coil units**
 - k. Fire Alarm Systems - Notifier Fire Alarm System**
 - l. Medium and High Voltage Electrical Systems - 13,200 high voltage and 480 medium voltage**
- b. Specifically address the following items and submit requested information in the order listed:
- (1) Provide a short overview of your work history.
 - (2) Provide a concise discussion of any awards, certifications or special recognition including the date.
 - (3) Provide two (2) relevant contracts active or completed contracts during the last three years. This list shall only include the offeror's contracts or subcontracts greater than \$700,000.00 annually. For the two (2) relevant contracts, include the contract name, contract number, brief description and points of contacts with their phone numbers. .
 - (4) Provide a list of any contract(s) terminated within the past five years for other than convenience of the government. If none, so state.

c. For the two (2) **relevant** contracts referenced, include a brief description of the scope of the contract as follows

- (1) Size of facility
- (2) Size of building (s)
- (3) Amount of mainframe computer room space maintained
- (4) Population of facility
- (5) Hours of facility operations
- (6) Number of full-time and part-time on-site personnel provided daily
- (7) Identify large repair and construction and alteration projects completed with a cost of more than \$100,000
- (8) Identify the size, capacity, and age of major building equipment maintained including, but not limited to
 - (a) Uninterrupted Power Supplies
 - (b) Central chilled water plants
 - (c) Central Cooling Tower Systems
 - (d) Central Air Handling Units
 - (e) HVAC Building Automation Systems
 - (f) Emergency generator systems
 - (g) Boiler steam and hot water heating systems
 - (h) Computer room HVAC systems
 - (i) Building wide Fire Alarm systems
 - (j) Medium and High Voltage Electrical Systems

d. Additionally, address the following for the two (2) **relevant** contracts:

- (1) Identify any cost savings or efficiencies achieved.

(2) Indicate any performance incentives and award fees earned versus total award fee pool.

(3) Identify any contract deductions for poor or non performance

(4) Describe any prior relationship with proposed subcontractors or any teaming arrangements and state how the past experience may benefit this procurement.

(5) If this is a joint venture clearly indicate which contractor worked at each building. If it was worked as a joint venture, then indicate who served as the prime and who was the sub and percentage of each workforce.

Notice: Proposal will only be accepted from contractors regularly established in the business relevant to the scope of work, and have minimum experience performing two (2) relevant contracts and as the primary contractor on at least one (1) of the relevant contract. Relevant contract is defined as facilities, operations, maintenance and support contract for government or non-government organization of comparable size and complexity.

L.11.4.2.9 Tab 9 – Record of Past Performance

NOTICE REGARDING PAST PERFORMANCE: Offerors without a record of relevant past performance or for whom information on past performance is not available, (including information pertaining to predecessor companies, key personnel, or subcontractors, that is relevant to the acquisition), will not be evaluated favorably or unfavorably on past performance and will receive a neutral rating for past performance.

- a. Reference names, phone numbers and email addresses on the **two (2) relevant** contracts included in the relevant work experience section. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement and customer satisfaction.
- b. Offerors should identify any cost savings or efficiencies achieved as well as problems, weaknesses and/or deficiencies in the performance of the contracts given as references. The processes, corrective actions or method of problem resolution used to correct the weaknesses or deficiencies should be discussed.
- c. Offerors should send letters to their references and points of contact cited above authorizing the government to obtain past and present performance information and indicate in the proposal that the letters have been sent.

- d. The offeror shall provide copies of **Attachment 4**, "Past Performance Questionnaire" to its references to complete and return directly to the Contracting Officer. The government desires receipt of completed questionnaires from the **two (2) relevant contracts**. If two relevant contract references are not available, the offeror should consider other references that could provide evaluation of offeror's work that is similar in nature. The questionnaires should be returned directly to the IRS Contracting Officer by the closing date of the solicitation (refer to block 9 of the Standard Form 33, Solicitation, Offer, and Award). Although the provision for receipt of late proposals will not be applied to receipt of the Questionnaire, receipt by the IRS Contracting Officer after the closing date may result in the Questionnaire being omitted from consideration in the evaluation of offeror's past performance.
- e. Failure to provide the information requested herein may adversely affect the performance confidence assessment by the government. Offerors are reminded that both independently obtained data and data provided by offerors in their proposal may be used to assess offeror's past performance. It is the offeror's responsibility to validate reference contact information, including telephone numbers and addresses for points of contact.
- f. Failure to provide the information requested herein may adversely affect the performance confidence assessment by the government. Offerors are reminded that both independently obtained data and data provided by offerors in their proposal may be used to assess offeror's past performance. It is the offeror's responsibility to validate reference contact information, including telephone numbers and addresses for points of contact. Identify any cost savings or efficiencies achieved.
- g. Indicate any performance incentives and award fees earned versus total award fee pool.
- h. Describe any prior relationship with proposed subcontractors or any teaming arrangements and state how the past experience may benefit this procurement.
- i. Provide a list of any contract(s) terminated within the past five years for other than convenience of the government. If none, so state.

L.12. MAILING INSTRUCTIONS

Proposals shall be forwarded to Office of Field Procurement Operations address listed below by either, Regular Mail, Express Mail, Courier or Hand Carry:

Internal Revenue Service
 Field Procurement Branch – Southeast Area
 Attn.: Camille D. Pettway
 2888 Woodcock Blvd., Suite 300, Stop 80-N
 Atlanta, GA 30341
 Phone: 470-719-6514

L.13. PROPOSAL FORMS AND OTHER REQUIRED DOCUMENTS TO BE REMOVED, COMPLETED AND RETURNED AS PART OF OFFER

Section A

Standard Form 33 – Solicitation (Submit 1 signed original)

Section B

Price Schedule (Exhibit B-1) (Submit 1 hard copy and 1 electronic copy complete with pricing for all line items)

Section G

G.1.3, Project Manager

Section K

Complete and return:

K.2, 52.204-8, Annual Representations and Certifications;

K.3 52.209-5, Certification Regarding Responsibility Matters

K.4 52.209-7, Information Regarding Responsibility Matters;

K.5. 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability
Or a Felony Conviction under nay Federal Law (Feb 2016)

K.6. 52.219-1 Small Business Program Representations (Oct 2014);

K.8 IRS1052-04-001 Instructions to Offerors for Performance Requirements;

K.11. AB1052.209-72 CHARTER IN BERMUDA OR THE CAYMAN ISLANDS
FISCAL YEAR 2015 APPROPRIATIONS, DIVISION E AGENCIES (DEVIATION
2015-00004) (APR 2015); and

K.12 IR1052.232-7003, Electronic Invoicing and Payment Requirements for the
Invoice Processing Platform (IPP) (Aug 2012)

PRST (Exhibit E-1)

Submit one (1) copy complete with assigned Weights in the Weight column. (Note: the completed PRST is to be submitted with the price proposal).

SECTION M EVALUATION FACTORS FOR AWARD

M.1. 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/>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>
52.217-5	EVALUATION OF OPTIONS (JUL 1990)

M.2. BASIS OF AWARD

This is a small business set aside. Pursuant to FAR 52.219-6, Notice of Total Small Business Set Aside, offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. Additionally, pursuant to 52.219-14, Limitations on Subcontracting, offers must be able to certify that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the Offeror's own concern; otherwise the offer will be considered nonresponsive and will be rejected.

Award will be made to that offeror whose proposal contains the combination of criteria offering the best overall value to the Government. This will be determined by comparing differences in the value of technical features with differences in the offerors' prices. In making this comparison the Government is more concerned with technical quality than price to the Government.

M.3. EVALUATION FACTORS

Evaluation factors are "technical approach," "relevant work experience," "record of past performance," and price. Evaluations will be performed as described below. **All evaluation factors, other than price, when combined, are significantly more important than price.**

The factors listed below under "Technical Evaluation" will be rated using adjectival ratings. Offeror(s) with no record of past performance, as outlined in Section L, Item L.11.4.2.9, "Tab 9 - Past Performance", will not be evaluated favorably or unfavorably and will receive a "neutral" rating. Price will be evaluated as described below under "Price Evaluation".

M.4. TECHNICAL EVALUATION

The factors set forth below will be used in establishing qualified sources from a technical standpoint. **The three technical factors, (a) Technical Approach, (b) Relevant Work Experience, and (c) Record of Past Performance** are of equal importance. All sub factors are combined for an overall rating. All technical evaluation factors other than price, when combined, **are significantly more important than price.**

- a. Technical Approach:
 - (1) Staffing Plan and Phase-In Plan
 - (2) Building Operations Plan
 - (3) Service Call Plan
 - (4) Preventive Maintenance (PM) Plan
 - (5) Additional Services Plan
 - (6) Subcontracted Work

- b. Relevant Work Experience

- c. Record of Past Performance

M.4.1 ADJECTIVAL RATINGS: will be assigned to each Technical Factor (or sub-factor) based on the descriptions below:

a. Technical Approach

The documentation submitted by the offeror to address this technical evaluation factor shall outline the contractors overall approach to accomplishing the requirements of this solicitation. The plans submitted for this factor will be incorporated into the contract and shall be binding to the offeror. Offeror's are reminded that ratings for the sub factors under the Technical Approach factor will be used to make up the overall rating for the technical approach factor. Below are the specific items that shall be evaluated for this factor. If an offeror receives an adjectival rating of "unacceptable" for any sub-factor, the offerors entire proposal will be deemed unacceptable and the offer will be ineligible for award.

An Adjectival Rating will be assigned to each **Technical Factor (or sub-factor)** based on the descriptions below:

Rating		Definition
E	Excellent Minimal to No Risk	The proposed technical solution outlines an effective, efficient, achievable approach that addresses all of the requirements as defined by Section C. of the PWS. The proposal's strengths significantly outweigh any weaknesses, resulting in a proposal with virtually no risk of failure. There are no significant weaknesses and no deficiencies.
G	Good Low Risk	The proposed technical solution outlines an effective, efficient, achievable approach that addresses all of the requirements as defined by Section C. of the PWS. The proposal's strengths outweigh any weaknesses, resulting in a proposal with a low to moderate risk of failure. There are no significant weaknesses and no deficiencies.
S	Satisfactory Moderate Risk	The proposed technical solution outlines an approach that addresses all of the requirements as defined by Section C. of the PWS. The proposal's strengths, if any, at least balance out any weaknesses, resulting in a proposal with only a moderate risk of failure. There are no significant weaknesses and no deficiencies.
U	Unsatisfactory High Risk	The proposed technical solution outlines an approach that inadequately addresses, or does not address all of, the requirements as defined by Section C. of the PWS, is not effective, efficient, and/or achievable, and/or contains a significant weakness or deficiency. The proposal's strengths, if any, are outweighed by the weaknesses, resulting in a proposal with an unacceptable high risk of failure.

b. Relevant Work Experience

This factor is used to evaluate the offeror's relevant work experience (i.e. extent of similar work experience the contractor has) to assess confidence in the offeror's ability to successfully perform contract requirements at this facility. The offeror shall include two relevant contracts where they have performed or are performing similar work at for at least one (1) year, but has not been more than three (3) years since they no longer provided the services. If more than two (2) relevant contract examples are provided the government will only evaluate the first two (2) in the proposal to determine the rating. Therefore, the contractor should pick only the best two relevant contracts to include in their proposal. The offeror should include enough information for the government to determine if the contracts are similar in size, scope of work and complexity to the IRS Cincinnati Service and Child Care Center.

An Adjectival Rating will be assigned to the **Relevant Work Experience** factor based on the descriptions below:

Rating		Definition
E	Excellent Minimal to No Risk	Experience profiles demonstrate experience managing contracts highly similar in size, scope, and complexity to the solicitation requirements. Minimal to no potential exists for disruption of schedule, increase in cost, or degradation of performance.
G	Good Low Risk	Experience profiles demonstrate experience managing contracts highly similar to similar in size, scope, and complexity to the solicitation requirements. Low potential exists for disruption of schedule, increase in cost, or degradation of performance.
S	Satisfactory Moderate Risk	Experience profiles demonstrate experience managing contracts somewhat similar in size, scope, and complexity to the solicitation requirements. Moderate potential exists for disruption of schedule, increase in cost, or degradation of performance, which may be mitigated, however, by special contractor emphasis and close Government monitoring.
U	Unsatisfactory High Risk	Limited relevant work experience exists with managing contracts similar in size, scope, and complexity to the solicitation requirements. Significant potential exists for disruption of schedule, increase in cost, or degradation of performance even with special contractor emphasis and close Government monitoring.

c. Past Performance

The government desires receipt of completed questionnaires for two (2) references, for the two (2) relevant contracts. This factor is used to evaluate offeror's related records of past performance at relevant facilities (*i.e., how well contractor performed; quality of work; & client satisfaction*) to assess confidence in the offeror's ability to successfully perform contract requirements. The government shall consider information submitted in response to the solicitation, and the government may also consider information obtained from any other source when evaluating the offeror's past performance. The offeror shall provide contact references names and contact information from the relevant contracts provided. The contact information must be current. If the government is unable to contact the references from the relevant contracts it may cause the offeror to be rated neutral for past performance.

Offeror's with no previous relevant past performance:

N – NEUTRAL: A rating of "NEUTRAL" will be assessed when the offeror provides a proposal in which there is not relevant performance history. In this case, an offeror without a record of past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance. The "N-Neutral" rating is applicable to past performance **ONLY**.

An Adjectival Rating will be assigned to the **Past Performance** factor based on the descriptions below:

Rating		Definition
E	Excellent No Risk	Excellent relevant past performance record managing contracts similar in size, scope, and complexity to the solicitation requirements. No potential exists for disruption of schedule, increase in cost, or degradation in quality of performance based on the contractor's excellent past performance.
G	Good Low Risk	Good relevant past performance record managing contracts in size, scope, and complexity to the solicitation requirements. Low potential exists for disruption of schedule, increase in cost, or degradation in quality of performance based on the contractor's good past performance.
S	Satisfactory Moderate Risk	Satisfactory relevant past performance record managing contracts similar in size, scope, and complexity to the solicitation requirements. Moderate potential exists for disruption of schedule, increase in cost, or degradation in quality of performance based on the contractor's satisfactory past performance.
U	Unsatisfactory High Risk	Unsatisfactory relevant past performance exist therefore, significant high potential exists for disruption of schedule, increase in cost, or degradation in quality of performance based on the contractor's past performance. An "Unsatisfactory" rating for past performance makes a contractor ineligible for award.
N	Neutral	No relevant past performance available for evaluation. Schedule contractor has asserted that it has no directly or similarly related past performance to this requirement. The Offeror receives no merit or demerit for this factor.

M.5. PRICE EVALUATION

- a. Price evaluation will be undertaken concurrently with the technical evaluation. Proposed unit price(s) and resulting total price for each contract line item will be evaluated.
- b. The Contracting Officer will evaluate prices by using one or more techniques cited in FAR text at 15.404-1 to determine whether or not proposed prices are **fair and reasonable**.
- c. All proposed pricing, to include all option period prices, including the option to extend services shall be analyzed to determine whether the proposal is materially unbalanced with respect to separately priced line items, or total pricing. If an offer is materially unbalanced it may be rejected.
- d. For purpose of comparing proposed prices received in response to the solicitation, a "Total Evaluated Contract Price" (TECP) will be calculated using *scenario/estimated* quantities, as indicated in Exhibit B-1, Price Schedule.
- e. TECP calculation will as follows:

<u>DESCRIPTION</u>	<u>QUANTITY</u>		PROPOSED	EVALUATED
			UNIT	PRICE
Start-up Fee (Base Period only)	1	X	<u>\$Fee</u>	= \$Total
Basic Services	Months	X	<u>\$Monthly rate</u>	= \$Total
Separate Description per Option Period including the Option to Extend Services				= \$Total
*Additional Services (see scenario to complete)				= \$Total
Total				= \$-----

The primary contractor will propose their Overhead (OH), General Administration (G&A), and profit fee and indirect material cost percentages for subcontracted work. These percentages will be incorporated into the resultant contract. The total amounts under Additional Services will be

