

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE

SOLICITATION NO. TIRSE-13-R-00004
FACILITY OPERATIONS AND MAINTENANCE SERVICE



SITE VISIT/PRE-PROPOSAL CONFERENCE: Thursday, May 23, 2013, 1:00 pm (Eastern) - (Refer to Section L, Item L.8 for attendee registration instructions)

PROPOSAL DUE DATE: Thursday, June 13, 2013 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.

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 174	
2. CONTRACT NUMBER	3. SOLICITATION NUMBER TIRSE-13-R-00004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/13/2013	6. REQUISITION/PURCHASE NO. D-3-D9-13-DE-L15 000	
7. ISSUED BY IRS/ Field Proc Bus Oper Br (OS:A:P:B:S) 2888 Woodcock Blvd, Ste 300 Atlanta, GA 30341		CODE 14914	8. ADDRESS OFFER TO (If other than Item 7) IRS/ Field Proc Bus Operation Branch ATTN: Linda Bender, Stop 80-N 2888 Woodcock Blvd, Ste 300 Atlanta, GA 30341			CODE 4793

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.10. or if handcarried, in the depository located in (refer to Section L, Para L.10, Mailing Instructions until **1:00 PM** (Hour) local time, **06/13/2013** (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 LINDA B BENDER	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER 404-338-9210	EXT. Linda.Bender@irs.gov (include subject line "Solicitation TIRSE-13-R-00004")

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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 %
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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	01/10/2013		

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM
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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 (Signature of Contracting Officer)
	28. AWARD DATE

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

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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 Atlanta Submission Processing Center (ATSPC) by means of awarding a combination firm-fixed-price and time-and-materials 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.

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 either time-and-material 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. Ordering Official(s) will be designated in writing by the Contracting Officer at the time of contract award and subject to change by contract modification. The 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.

INSTRUCTION TO OFFERORS: OFFERORS ARE TO COMPLETE THE PRICE SCHEDULE (for Base and each Option Period) LOCATED IN SECTION J, EXHIBIT B-1 AND RETURN WITH PROPOSAL.

SECTION C
PERFORMANCE WORK STATEMENT

LIST OF TECHNICAL EXHIBITS REFERENCED HEREIN

Technical Exhibit Number	Title of Technical Exhibit
TE-1	General Location and Site Information
TE-2	Facility Components And Equipment
TE-3	Service Call History
TE-4	Public Buildings Preventive Maintenance Guides
TE-5	Equipment Inventory List
TE-6	Required Submittals and Reports
TE-7	Government Furnished Equipment and Space
TE-8	Glossary of Terminology
TE-9	Applicable Regulations and References
TE-10	Infrared Testing Requirements
TE-11	Reserved
TE-12	Reserved
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C.1. INTRODUCTION

C.1.1 Objective

The objective is to obtain contract services for facility operations and preventive maintenance, together with repair services for buildings, structures, parking lots, driveways and building equipment at U.S. Department of Treasury, Internal Revenue Service, Atlanta Submission Processing Center (ATSPC), 4800 Buford Hwy, Chamblee, GA 30341.

The overriding objective is to obtain 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 population and other relative data are shown in Technical Exhibit 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 services to be provided by, or expectations of the Contractor. The Contractor is expected to be knowledgeable of all applicable local, State and Federal requirements associated with the performance of the 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 successful offeror in the performance 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 the ATSPC facility and exterior parking areas in Chamblee, GA. Specific facility equipment and building systems included in this contract are shown in Technical Exhibit TE-2 for Facility Components and Equipment (contract covered systems and infrastructure components requiring operations, service calls and service call repairs, etc..) and Technical Exhibit TE-5 depicting Building Equipment preventative maintenance requirements (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 contract Additional Services, as outlined 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.

Shelter-In Place (SIP), Guidelines, Disaster Recovery Plan (DRP), and Business Resumption Plan (BRP)

The Contractor shall be required to operate the ATSPC facility during all emergency situations such as fires, spills, accident and rescue operations, strikes, civil disturbances, natural disasters and the like. The contract Project Manger and contractor’s designated staff shall become thoroughly familiar with the IRS Occupancy Emergency Plan (OEP), Shelter-In Place (SIP), Guidelines, Disaster Recovery Plan (DRP), and Business Resumption Plan (BRP) Participation in the IRS OEP shall be mandatory during the event of a related emergency situation regardless of the time of occurrence. The COR will issue a copy of the Plans and Guidelines during the Phase-In period of the Contract. The Contractor shall be responsible to support the OEP during an actual emergency or any associated preparatory drills, by performing specific actions as required by the 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 to:

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

C.2.3 Additional Services Overview

Additional Services will be ordered separately, on an as-needed basis, in accordance with contract terms. (Refer to Paragraph C.4, “Additional Services”; Section G, “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).

Additional Services will be authorized by a fixed-price and/or time-and-materials type Task Order issued in accordance with contract terms.

Orders for Additional Services requirements of this contract will not exceed the maximum ordering limitation (MOL) outlined in Section I, FAR 52.216-9. Additional Services requirements exceeding the MOL per individual task order are excluded from this contract.

Additional Services include, but are not limited to, the following:

- That portion of Service Call repairs that are in excess of \$3,000 per Service Call;
- Phase-in deficiency corrections that are in excess of \$500 each;
- Snow Removal, Ice Abatement, and Snow Hauling
- New Project Work (Paragraph C.4.1.3); and
- Painting over 200SF per request.

Additional Services requirements shall be ordered in accordance with contract Paragraph G.2, through issuance of task orders by the Authorized Ordering Official. Individual requirements not exceeding \$3,000 may be ordered by issuance of an Additional Service

Request, purchase card orders, or traditional purchase order (issued by the CO). The Contractor shall be responsible to have processes in place to accept Government purchase (credit) card orders up to \$3,000.

C.2.4 Basic Services/Additional Services Overview Table

Work Category	Basic Services (Definitive Contract Services) Firm-Fixed- Priced	Additional Services (Miscellaneous Services) Fixed-Price or T&M Task Order
Facility Operations Services, (Paragraph C.3) including but not limited to BOP. (Paragraph C.3.1.1), Water treatment (Paragraph C.3.2), all Service Calls no greater than \$3,000. (C.3.3)	X	
The first \$3,000 in labor, materials and/or subcontract costs associated with each Service Call (Paragraph C.3.3.1).	X	
Preventive Maintenance and Certification services. (Paragraph C.3.4)	X	
Snow Removal & Ice Abatement Plan, and Damage Report (C.3.1.6)	X	
Painting up to 200SF per Service Call (C.3.1.8)	X	
Phase-In Inspection Deficiency corrections up to \$500 each (Paragraph C.3.10).	X	
Costs exceeding \$3,000 in labor, material and/or subcontract costs associated with each Service Call (Paragraph 4.1.1)		X
Phase-In Inspection Deficiency corrections exceeding \$500 (Paragraph 4.1.2)		X
Labor and materials associated with New Project Work from \$0 to contract MOL (Paragraph 4.1.3)		X
Snow removal, ice abatement, and snow hauling to off-site location when deemed necessary by the COR (C.4.1.4)		X
Painting in excess of 200SF per Service Call (C.4.1.5)		X

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 ATSPC based on the building equipment inventory and IRS' operational needs. The

BOP shall address both heating and cooling operations. All energy intense equipment (equipment exceeding 5 horse power) shall be separately identified in the BOP by the equipment identification number (ID #) and an operational plan shall be established so all equipment is operated in the most energy efficient manner possible taking into consideration indoor temperatures and outside weather conditions during all operational seasons. The BOP shall be furnished to the COR not later than the end of Phase-In period. The government may suspend all contract payments until a satisfactory plan is submitted and approved by the Government. The Contractor shall review these plans at least annually (within the first 30 days of each option period) or when directed by the Contracting Officer's Technical Representative (COR) and revise the plans as necessary. All revised plans shall be submitted to the COR for 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:

- a. Standard operating procedures for operating building systems, to include as a minimum:
 1. 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.
 2. Procedures to accommodate tenant overtime utility requests.
 3. Peak load demand management procedures (if applicable).
 4. Other operating strategies to maximize efficiency and minimize energy consumption.
 5. Descriptions of major mechanical equipment and sequences of operations for equipment systems.
 6. 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.
 7. Locations of all electric rooms and a narrative of the areas served by each.
- b. 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.
- c. Procedures to achieve and maintain temperatures within the facilities occupied and unoccupied spaces.
- d. Operations to protect facility, systems and equipment during extreme cold.
- e. Provide procedures for use of free cooling building equipment to save energy.
- f. Specific description of how and when equipment operational checks will be performed.

- g. Describe procedures and frequency for back up of all automated control systems for building equipment.
- h. Development of a lighting control plan based on automated building lighting systems and/or manual procedures. A complete plan shall be develop explaining in detail how lighting shall be operated and costs shall be controlled.
- i. 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.
- j. 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.).
- k. Plans and procedures for demand response programs, utility peak pricing tariffs and utility curtailment plans.
- l. Describe the procedures and frequency of training for the Contractor staff to ensure strict adherence to the BOP
- m. 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 (computer rooms) shall be maintained at 72 degrees \pm 1 degree Fahrenheit and 50% \pm 5% relative humidity in computer rooms where humidification is required. Currently, humidification control is only required in the Laser Print Room and the TIGTA Computer Room.. However, the Government reserves the right to require reactivation of humidification equipment where special purpose HVAC systems are so equipped . Any temperature and/or deviations shall be approved by the COR in writing.

C.3.1.4 Equipment Checks

C.3.1.4 Equipment Checks

The Contractor shall perform equipment checks on all major building equipment at set frequencies (as listed below). Equipment check sheets associated with equipment listed below shall be completed at the time equipment checks are performed. Equipment check sheets 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 available to the COR within 2 work days after completion (as required by the COR). A building tour log book shall be stationed within the particular area and maintained for all mechanical and electrical machine rooms (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. The equipment check sheets and logs kept beyond the 30 day period shall be maintained 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.). Information recorded on the logs shall be adequate to track the operating hours and performance history of the equipment.

Required Equipment Check Frequencies:

Minimum:

- a. 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), distributed HVAC equipment including package units and external condensers, pumps, motors, emergency generators, battery systems, uninterruptible power systems (UPS), 12,470 volt transformers, and primary switchgear/electrical special purpose HVAC for critical functions,
- b. WEEKLY: Emergency generator system test start and check.
- c. MONTHLY: Emergency generator load test and full system check, transformers, secondary electrical rooms. Secondary switchgear/ electrical equipment rooms, sprinkler system valves, pumps, etc, and condensate drip pans.

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

- a. Monitor starting, stopping and loading of equipment.
- b. Check all operating equipment in the watch area every two (2) hours.
- c. Record operating data in appropriate logs or records every two (2) hours may be performed automatically via equipment printer or electronic recording device/method. Contractor shall initial printed recording or shift tour log book to indicate equipment check.
- d. Make adjustments to individual equipment operating controls and/or at the central control panel (or BAS) 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 & Ice Abatement Plan and Damage Report

- a. Actual snow removal and ice abatement tasks will be ordered by the Government on an as-needed basis pursuant to the "Additional Services" terms and conditions outlined in Paragraph C.4.
- b. The Contractor shall submit a detailed Snow Removal Plan during the first 30 calendar days of the Phase-In Period. The Contractor's Plan shall explain how the Contractor will remove snow, immediately, from the parking spaces/areas and all sidewalks following all snow falls of one inch or more or when icing creates unsafe conditions for IRS employees.
- c. The Contractor's Snow Removal Plan shall be based on the following task requirements (1) All accumulations of ice/snow 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 deemed necessary.
- d. All chemicals proposed to be used in snow and ice removal shall not damage any IRS facility surface and shall be approved by the COR prior to use.
- e. The minimum quantity of chemicals shall be stored on site. All chemicals stored on site shall be protected from unintentional runoff.
- f. 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, 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 neglect while performing snow removal services at no additional cost to the government.
- g. 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 maintain building equipment machine rooms, shops and office spaces in a manner that result in a clean and orderly appearance and 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 other 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 proper 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, 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.

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. Painting 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. Painting may also include pavement striping, and marking, but not wholesale road and parking lot striping.

Painting in excess of 200 SF per request may be ordered under Additional Services task orders (refer to Paragraph C.4, "Additional Services").

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 electric, natural gas, and water meters. Reporting format shall be approved by the COR. All Contractor readings taken shall correspond with dates when utility company takes readings.

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 Weekly Equipment Report (sent via E-mail or other approved submission) to the COR by 9:00am, that identifies any equipment not fully functional and shall detail the equipment deficiency and the proposed estimated time for the equipment to be returned to operational status.

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 reductions 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 the contract.

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. 12123 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 typical CRI for the ATSPC is 4100 K, although there are a

few areas containing 3700 CRI light tubes. 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.

The IRS currently uses electronic ballasts with T-8 28 watt lamps. All ballasts replaced under the fixed price portion of the Contract will be instant or rapid start high efficiency (HE) ballasts with manufacturer's statement of suitability for use with 28 watt lamps.

The following specifications apply:

- Ballast Type: Electronic Fluorescent
- Starting Method: Instant Start
- Lamp Connection: Parallel
- Input Voltage: 120-277V \pm 10%
- Input Frequency: 50/60Hz

The Contractor is required to damp wipe all fixtures during scheduled maintenance, and when they are repaired, relocated or re-lamped.

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 the contract.

The Contractor shall develop a curtailment program in consultation with the Government and subject to Government approval; such plan shall be described in the Building Operating Plan. The Contractor shall implement all Government approved curtailment measures (which might typically include turning off unnecessary lighting, shutting down designated elevators, implementing temperature setback programs, etc.), immediately on notification of a curtailment, in accordance with the plan. Failure to diligently manage systems in accordance with such programs may result in contract payment reductions under the terms of the 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 Provider should purchase WaterSense (SM) labeled products. If irrigation services are subcontracted, the contract shall be certified through a WaterSense labeled program.

C.3.2 Building Systems Water Treatment

The Contractor shall implement its approved water treatment program that covers all equipment and systems being maintained 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 (if installed during the Contract period)

b. The water treatment program and services supplied by the Contractor shall be specifically formulated for each type of system according to the recommendations of a chemist, laboratory or firm that specializes in the water treatment field. In addition, the Contractor shall be responsible for furnishing and installation of all necessary automated chemical feed equipment required to monitor and automatically feed chemical treatments for all water systems as part of the fixed-price portion of this contract. All automated chemical feed equipment shall be included as part of the complete water treatment program. The program shall be submitted to the COR within the first 60 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 Other Water Treatment Checks

On-site Contractor personnel shall conduct water treatment and testing of all water systems identified as 3. and 4. in paragraph C.3.2.1 on a weekly basis.

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, 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. 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 implement a comprehensive Service Call Program including, but not limited, to all Service Call requirements under section C.3.3.

Provided for informational purposes only, is TE-3, Service Call History.

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, by creation of a work order by a Government employee or representative, or through automated work order generation (ERC/GDI Portal). All 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 in accordance with KISAM/ARCHIBUS specified completion times.

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.

The first \$3,000 of labor, materials and subcontract costs of Service Call work is included in the Basic Services, fixed-price portion of this contract. The Contractor shall receive, perform and document Service Calls in accordance with the procedures outlined below. In instances where the Contractor identifies additional repair/service call work that is needed in the course of performing other contract work (such as quality control inspections, preventive maintenance or other service calls), the Contractor shall initiate a Service Call for these services by documenting the required service/repair requirements in the Government furnished CMMS and assigning the Service Call work to SP technicians.

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, by creation of a work order by a Government employee or representative or through automated work order generation (ERC/GDI Portal). The Contractor shall perform Service Call reception Monday through Friday during the hours of 7:30 am 4:00 pm and classify each call in accordance with the definitions provided below. Either via automatic input by the IRS or by the Contractor's manual input, all requests will generate a Service Call ticket in the CMMS. If the call is classified as Emergency, Hot/Cold or Urgent, the Government will immediately notify the Contractor by phone that an emergency situation exists. The Government reserves the right to 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 Service Calls regardless of format 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 persons attempting to contact the Contractor regarding all Contract related communications.

C.3.3.2.2 Service Call Reception After Normal Government Working Hours

The Contractor shall provide the COR with a list of qualified personnel (a cell phone number for each individual is a mandatory requirement), , to be called when urgent or

emergency service is required after normal Government working hours. 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, priority, and location of the problem. The Contractor shall document all such verbal or written requests in the CMMS and issue a CMMS Service Call to contractor technicians to accomplish and document the services provided. The Contractor may also receive phone calls directly from IRS customers. Once received, the Contractor shall document the Service Call in the CMMS within one business day. (excluding holidays and weekends).

C.3.3.3 Service Call Classification, Response, and Completion

The Government and/or Contractor shall classify all Government initiated Service Calls as described below. Service Call response times and completion times are listed below and summarized in the associated Table. The Service Call response times and completion times may not match those set forth in the ATSPC'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 accordance with 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 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 to correct the hot/cold situation, the Contractor shall leave the ticket open until repairs are completed and associate the ticket to the piece of PM equipment or system requiring repairs (documenting the repairs in the CMMS equipment history database records).

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 30 minutes after receipt of an Urgent Service Call, when the call is received during regular working hours.

Urgent calls carried over to the following workday must be responded to within 30 minutes 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 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.3.3.3.4 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 reporting the need for service condition within two days of receipt of the routine service call. Routine Service Calls shall be completed within 5 calendar days. If the cause of the problem involves building systems or equipment failures that would extend the time required to correct the routine situation, the Contractor shall leave the ticket open until repairs are completed and associate the ticket to the piece of PM equipment or item requiring repairs (documenting the repairs in the CMMS equipment history database records).

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 requested by the COR as part of the fixed price portion of the contract under Basic Services.

Utility Time Service Calls are miscellaneous facility work defined as follows:

- The Contractor is responsible for providing all materials and supplies costing less than \$100.00 per call. 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 ATSPC. Monthly usage will fluctuate based on actual need.

Examples of UTSCs 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 and maintenance, installation of communications cabling, installing door identification cards and office signage, changing directory boards, minor carpentry and electrical related work, and other miscellaneous building related services as directed by the COR.

The Contractor shall contact the customer within two days of receipt of each Utility Time 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 form provided (see attachment) or provide a separate form to be approved by the COR.

C.3.3.3.6 Service Call Response/Completion Requirements

Service Call Classification	Service Call Response/Completion Requirements
Emergency	Respond within 10 minutes of notification and work to completion or contain the emergency (Complete work within 2 calendar days).
Hot/Cold	Respond within 30 minutes and alleviate the discomfort. (Work to completion; complete work within 2 work days)
Urgent	Respond within 30 minutes of notification during normal work hours. (Complete work within 3 work days)
Routine	Respond to customer within 2 work days of notification received. (Complete work within 5 work days)
Utility Time Services	Respond to customer within 2 work days of notification received. (Complete work within 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 Contractor's control (COR will determine this), a deferral may be granted by the COR (on a case-by-case basis) once the Contractor provides 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 frames.

In the event an acceptable timeframe for completion can not 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 25 calendar days, unless otherwise authorized by the COR.

C.3.3.4 Service Calls with a Cost Greater than \$3,000

If the Contractor responds to a Service Call and believes that the cost of the required work is greater than \$3,000, the COR shall be notified within 4 hours that the cost of the work will exceed \$3,000. No work shall be accomplished prior to COR's approval. However, an Emergency Service Call shall be abated immediately regardless of the cost provided that the 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 in accordance with the provisions of Additional Services shown in paragraph C.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 herein. 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 (example: diesel generator oil and air filters) and shall develop a critical spares inventory to be maintained for the duration of the contract. The proposed inventory shall be submitted 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, PMs and repairs to critical 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 cost item) critical spare to determine if it is readily available for just-in-time (JIT) delivery, or if it must be purchased for on-site cupboard stock.

If just-in-time (JIT) delivery is determined to be a suitable option, the Contractor will, (a) make such recommendation to the COR; (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. NOTICE: 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 Technical Exhibit TE-9

C.3.3.7 Damages Caused by Weather Conditions or Vandalism

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

C.3.3.8 Technical Assistance/Furniture & Equipment Moves

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

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 a through g below) and closed-out in the CMMS within 2 work days of the work being completed by the contract technician (excluding weekends and holidays). The contract technician shall date and time stamp the completed Service Call ticket when work has been completed and before the ticket has been officially turned in for closing by the contract CMMS administrator. All Service Call tickets shall be maintained on-site in an orderly filing system approved by the COR for the duration of the contract. The COR shall have access to all Service Call 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. Description of work Performed.
- b. Date and Time Service Call completed.
- c. Number of Labor Hours.
- d. Government customer Point of Contact (POC) name and phone number (if different from issued ticket).
- e. Name and signature of SP technician.
- f. Additional comments on work and equipment history record data.
- g. Equipment inventory ID number, if applicable.

The Contractor shall be responsible for maintaining the equipment history database for all Service Calls and PM performed on all building equipment listed in Technical Exhibit TE-5. The Contractor shall update all equipment history records in the CMMS database within 7 days after Service Call repairs, and/or PM activities have occurred.

C.3.4 Preventive Maintenance (PM) and Certification

The Contractor shall schedule, perform and document all required PM, equipment certifications and infrared testing, as outlined below. The Contractor shall use the PM scheduling module of the CMMS at each site for managing and documenting all PM program accomplishments.

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 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 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 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 Technical Exhibit TE-5, the Contractor shall develop guide cards based on the manufacturer's documented preventive maintenance standards. 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 Technical Exhibit TE-5.

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 outlined in Paragraph C.3.4.1 above. The Contractor shall use the PM scheduling module of the CMMS at ATSPC 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 ATSPC accurately reflects all equipment identified in the contract technical exhibits and shall make changes in the CMMS equipment inventory as necessary. The Contractor shall provide a new up-to-date CMMS PM schedule to the COR for review and approval based on current contract requirements during the initial 30 days of the Phase-In Period. After the contract start date, the inventory and schedule shall be input into the CMMS system and produce PM work orders in accordance with the approved schedule. All changes to the CMMS database shall be approved (in writing), in advance by the COR before the Contractor makes adjustments to the schedule.

b. The Contractor shall notify the COR in advance when any PM work on disassembled equipment (i.e., chillers, boilers, strainers, etc.) is schedule 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 cost 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 Technical Exhibits TE-2 and TE-5, unless excluded herein. In the absence of a specific GSA PM guide/checklist being available for certain equipment in these TEs, 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 Technical Exhibit 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 coordinate the PM requirement and deferral with the COR via e-mail, or other approved format. The Contractor will submit a written request a minimum of 5 calendar days before the scheduled PM is due to be completed for consideration/approval of the COR. The COR will provide a written response to the request within 3 calendar days. Subsequently, the Contractor shall update the CMMS database and Monthly Accomplishments Reports to reflect the approved deferrals. All PM work shall be completed as scheduled without deferral except as follows:

Quarterly and Annual (or less frequent PMs) may be deferred by the COR for up to a maximum of 30 calendar days.

The Contractor shall perform PMs in accordance with the approved PM schedule to ensure quality customer service and continuity of operations and/or to return equipment to operational service. If PMs cannot be accomplished within the approved PM schedule due to circumstances beyond the Contractor's control (COR will determine this), a deferral

may be granted by the COR (on a case-by-case basis) once the Contractor provides the following:

1. A written deferral request
2. A written explanation for the delay.
3. The reschedule due date for completing the PM.
4. Evidence showing that the Contractor has made every effort to comply with the contract PM time frames.

Lack of availability of supplies, parts, materials, tools, or equipment shall not relieve the Contractor from completing PM work within the time limits specified in the approved PM schedule.

In the event an acceptable timeframe for completion can not be agreed upon by the COR and the Contractor, the COR will bring the matter to the attention of the CO. The decision of the CO is final. Regardless of the circumstances, the Contractor shall continue to address the applicable PM with due diligence until the matter is resolved to the satisfaction of the COR and/or CO.

The Contractor shall provide a written report depicting all PM deferrals approved by the Government as part of the Monthly Progress Report. Deferred PM(s) shall remain on the monthly report until they have been completed. PM with a frequency of one month or less shall not be deferred. The maximum deferral period for other PMs is 30 days.

g. The Contractor shall provide a monthly PM Schedule one month (30 days) in advance of when the work is scheduled to be performed . This report shall be included in the Monthly Progress Report.

C.3.4.3 Changes in Equipment Inventory

The Contractor shall maintain and update the building equipment data in the CMMS. Any equipment installed or removed from ATSPC shall be entered into the CMMS database system within 7 calendar days following the installation/removal. The Contractor shall notify the Government via email, or other approved format, in advance of all changes for Government concurrence before any changes are made. New equipment that is added during the year shall be maintained in accordance with Paragraph C.3.4.1 above.

The Contractor shall include a Monthly Inventory Update Report of all equipment added or deleted to Technical Exhibit TE-5 as part of the Monthly Progress Report identified in Technical Exhibit 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.

On an annual basis, at the beginning of each contract Option Period, the official Technical Exhibit 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. At this time, should the PM equipment inventory reflect an overall increase or decrease of more than 5% deviation from the contract's previously recorded TE-5 inventory (based on GSA man-hour standards or RS Mean's man-hours), an equitable

adjustment shall be effected for 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, the Contractor shall document the results on the PM work order and in the CMMS database. The Contractor technician shall date and time stamp the completed PM work order when work has been completed and before the PM work order ticket has been officially turned in to the Contractor CMMS administrator for closeout/input into the CMMS. All PM work orders shall be maintained up-to-date in the CMMS system and a hard copy shall be maintained on-site in an orderly filing system (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 actual completion. The following information shall be entered on the PM work order form and input into the CMMS by the Contractor:

- a. Date of PM work completed
- b. Actual man-hours expended
- c. List of any additional repairs required and follow up service call number
- d. Technician Signature

C.3.4.5 Equipment Identification Numbers (ID)

Within the first completed cycle of the initial PM schedule, the Contractor shall update all the IDs 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 in advance by the COR).

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 preventors 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, with exception of backflow preventors. Backflow preventors may be inspected and tested by certified Contractor employees.

C.3.4.7 Certification Test Schedules

The Contractor shall schedule certification testing so that all certifications remain current at all times. All certifications required less frequently than annually (i.e., every two years, every three years, every 5 years, etc.), shall be scheduled and performed initially during the first performance year of the contract. Any deviation from performing the certifications in the initial year requires written approval from the COR. 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 Technical Exhibit 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 in accordance with the approved schedule and provide a written report of all the equipment as identified in Technical Exhibits TE-5 and TE-10. The Contractor is responsible for scheduling IR Testing whereby there are no interruptions to normal occupant work activities. After normal hours and weekend testing as necessary is included in the fixed price portion of the Contract. Necessary electrical shutdowns will be identified and included in the Annual PM schedule that is submitted within the 30 day phase in period. Electrical shutdowns will typically occur on holiday weekends. The report shall be provided both electronically and in hard copy formats, containing an analysis of any problem areas and recommended corrections/repairs needed. The Contractor shall provide a report each month of all infrared testing completed during the previous month as part of the contract Monthly Progress Report identified in Technical Exhibit 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 installed, with the goal of maintaining comfortable space temperatures and efficient equipment operation.. The Contractor is responsible for all system hardware and software including, but not limited to, the following systems; elevator controls, Fire Alarm, 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 Addition Services order under the terms outlined in Paragraph C.4 below for the Contractor to upgrade any software or hardware required to ensure continuity of operations.

The Contractor is responsible for creating and maintaining a back up copy of all automated building equipment software for the purpose of reloading software as required to ensure systems continue to function in accordance with manufacturer's standards.

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

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

The Contractor is responsible for notifying the COR 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 including weekly scheduled on-site support visits to perform schedule maintenance and repairs (not merely support on a contingency basis), with a individual/firm having these qualifications and skills. The Contractor shall develop a PM schedule, PM guide cards, and perform PM in accordance with the system manufacturer's published PM standards.

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

- a. An approved anti-virus software subscription shall be kept in effect and the software used at all times;
- b. If the network can connect to the outside through a broadband connection, an approved firewall shall be used at all times;
- c. An approved spy-ware protection program shall be obtained and used;
- d. Contractor personnel shall be prevented from using the system to connect to web sites not reasonably related to building operations;
- e. Monthly anti-virus and spy-ware scans shall be conducted;
- f. Monthly Windows (or other operating system) critical updates shall be downloaded and installed;
- g. Complete data backup to a CD, DVD or flash drive, to include system database and operating system software, shall be conducted at least monthly and whenever a software or programming change is made;
- h. 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
- i. 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 incorporating manufacturer's recommendations. Documentation shall include periodic oil analysis test to be performed at least annually, diagnostic standards and thresholds for oil changes. Oil analysis shall be conducted to maintain a consistent methodology for data collection, analysis and historical trending. Periodic oil analysis must include, but not limited to, chillers of 50 tons or greater cooling capacity. Periodic oil analysis shall be performed and the report provided prior to annual maintenance requirements so that results may be considered in performing maintenance. Oil and refrigerant additives shall only be used when approved in writing by the equipment manufacturer and the COR.

When testing is performed, a written report shall be submitted immediately and prior to the Preventive Maintenance service. 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 Analysis shall not be substituted for oil changes except as allowed by the COR in writing on a case by case basis.

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.

Performance of this PM activity is to be coordinated 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).

The following requirements apply:

- a. The testing program shall be performed on a 3 year cycle, beginning in the Fall of 2013. The cycle falls on a different date for each chiller. Actual schedules for each chiller are available in the CMMS.
- b. Complete an eddy current test of all heat exchanger tubes, evaporator and condenser
- c. 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.
- d. 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.
- e. The test is to be witnessed by the COR or designated inspector.
- f. Reports: A copy of the magnetic tape record shall be maintained by the NDT Contractor and furnished if requested by the Government.
- g. A preliminary job site report shall be provided as soon as the test is completed.

- h. Within ten (10) working days following completion of the test, the NDT Contractor shall provide two complete test reports. Include the following:
1. Written test procedure.
 2. Recommendations – List all tubes recommended for replacement or isolation.
 3. Make complete description of defects (location, depth, inside or outside surface).
 4. Map location – Show tube row, number and support for each tube bundle.
 5. Name of technician performing tests and evaluating data.
 6. Contractor's certification of technician qualifications.

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.

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, on a case-by-case basis.

C.3.5.1 Project Manager

The Contractor shall provide a Project Manager (Contract Manager) dedicated to this contract at the work location. The Project Manager shall be available from 7:00am to 3:30pm, 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. Experience shall be in buildings of at least the similar size and characteristics of the building 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 (minimum 200 kVa), large chiller plants (minimum 1000 tons capacity), low pressure boilers, computerized fire alarm systems, emergency generators, high voltage switchgear, computerized CMMS systems and computerized building automation systems.

Contractor-provided cell phone number(s), or other approved communication tool(s) (with prior approval by the COR), shall be provided to the COR that enables Government personnel to be able to contact the designated Project Manager any time, 24 hours per day, 365 days per year. Number(s) to be provided within first 30 days of Phase-In, and updated as needed throughout the contract term.

C.3.5.2 Computerized Maintenance Management System Administrator.

The Contractor shall provide an on-site **Computerized Maintenance Management System (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 5 years) performing similar duties as those required by this contract.

C.3.5.3 On-Site Supervisors

On-Site Supervisors shall be journeyman level personnel deemed as working supervisor on shifts not worked by the Project Manger. The Shift Supervisors shall be responsible to make all critical decisions for contract operations in the absence of the Project Manager.

All supervisory personnel engaged in directing maintenance and repair work to be accomplished under this contract shall possess a minimum of four years of recent experience (within the past seven years) in managing the operation and maintenance of building equipment and systems in a supervisory capacity for buildings of similar size and complexity of the building to be operated and maintained under the contract. Personnel possessing less experience may be accepted by the COR on a case by case basis

C.3.5.4 Electricians

The Contractor shall provide a minimum of one full-time, on-site, electrician with the following experience and qualifications. The electrician shall be available on-site from 7:00am to 3:30pm, Monday-Friday and at any other times required to effectively accomplish all contract work. Electricians shall have a journeyman commercial/industrial license issued by a State or other accredited board. Electricians performing 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 accredited by the National Electrical Testing Association (NETA) or equivalent.

All certification testing of switchgear and breakers shall be performed by an independent bonded testing firm specializing in this type of work.

C.3.5.5 HVAC Mechanic

HVAC mechanics shall have at least four years of journeyman level experience obtained within the past seven years in a trade or occupation in maintenance, repair and operation of buildings such as: air conditioning equipment mechanic, refrigeration equipment mechanic, Operating Engineer, HVAC control systems mechanic, etc.. These qualification standards apply to both initial and replacement maintenance mechanics. Personnel engaged in the maintenance, servicing, and repair of refrigerant-containing equipment/systems shall be trained and certified as a EPA 608 Universal Technician (See 40 CFR 82.) by an Environmental Protection Agency (EPA)-approved source in the proper handling, recovery, recycling of CFC refrigerants.

C.3.5.6 Maintenance Mechanic & General Maintenance Workers and Helpers

Maintenance Mechanics shall have four years of experience obtained within the past seven 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:

- a. Operating/adjusting building HVAC systems for efficiency and comfort,
- b. Maintaining/trouble shooting/repairing the following systems/equipment:
 1. Chillers and chilled water systems;
 2. Building HVAC equipment;
 3. Boilers and hot water heating systems;
 4. Domestic water and plumbing systems; and
 5. 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. 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, service, and/or repair the equipment for which they will work on and all employee certifications shall be current. Systems requiring specialized maintenance are as follows:

- a. Fire Alarm/Protection and Sprinkler Systems
- b. Emergency diesel engine driven generators (annual PM and repairs)
- c. UPS and RUPS Systems including paralleling switch-gear
- d. Building Automation System (i.e. Johnson Controls Metasys DDC)
- e. High/Low Voltage Switchgear
- f. Pressure Vessels
- g. Backflow Preventors
- h. Specialized HVAC electronic control equipment (i.e.: DDC controls for Trane, York, Carrier, Liebert or other proprietary electronic control systems)

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 ATSPC.

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 CO, 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 CO'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), Contractor shall provide adequate staffing to ensure minimal building operation at no additional cost to the government.

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

C.3.7.1 General

The Contractor shall comply with all Federal, State and local laws and regulations that relate to the maintenance and operation of equipment and systems within the scope of this contract, including permitting, inspecting, and providing safety equipment and procedures, control of hazardous substances, certification and recordkeeping. In the event of any conflicts between the Federal, State and local laws and/or regulations, the most stringent shall apply.

C.3.7.2 Scheduling and Recordkeeping

The Contractor shall maintain copies of all such tests, certifications, permits, MSDSs and other required records, as well as furnishing copies to the COR.

All required safety and environmental tests, certifications, permits and other procedures required herein shall be scheduled in the CMMS work order system and documented in the CMMS.

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

C.3.7.3 AQMD Operating Permits

The facility is not currently included in any Air Quality Management District (AQMD). However, should the facility be included in an AQMD, the Contractor shall be familiar with the requirements of the local AQMD and shall be responsible for obtaining operating permits for boilers, generators and other emissions producing equipment regulated by the district and making copies available to the COR or designee. In the event of fines or penalties levied by an AQMD, contract payment reductions, may result under the terms of the contract.

C.3.7.4 [Reserved]

C.3.7.5 [Reserved]

C.3.7.6 Facility Hazards

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

C.3.7.7 Electrical Safety

The Contractor shall comply with 29 CFR 1910 Subpart S, NFPA 70 and 70E when working on or around electrical equipment or systems. The Contractor will ensure that areas restricted to qualified personnel are secured and properly labeled. The Contractor

shall ensure that employees who work on electrical equipment or systems are qualified for such work. Qualified electricians, who work on live systems, including testing, shall wear electrical personal protective equipment and use electrical protective devices as required by 29 CFR 1910 Subpart I. Whenever possible, electrical work should be performed under a lockout/tagout program.

C.3.7.8 Lock-Out/Tag-Out

The Contractor shall develop a lock-out/tag-out program in accordance with 29 CFR 1910.147. The program shall include all anticipated energy sources including but not limited to, electricity, steam, pressurized fluids and mechanical energy. The Contractor must communicate the lock-out/tag-out program to all other affected Contractors. The contractor must designate whether an employee is “Affected” or “Authorized” level employee and train them to that level.

C.3.7.9 Confined Spaces

The Contractor shall identify and label all permit-required confined spaces in accordance with OSHA requirements. The Contractor shall develop a confined space entry permit system for all permit-required confined spaces within the initial 60 calendar days of the phase-in period. The contractor must train employees that work in permit or non-permit required confined spaces. The employee must be trained to the level of “Entry Supervisor, Attendant, Entrant, or Monitor” depending on the position they will fulfill under the program.

C.3.7.10 Boiler/Pressure Vessel Operation and Inspection Standards

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

- a. ASME Boiler and Pressure Vessel Code ;
- b. National Board Inspection Code;
- c. Environmental Protection Agency and local air quality management district requirements;
- d. ASME CSD-1 Control & Safety Devices for Automatically Fired Boilers; and
- e. NFPA 85; Boiler and Combustible Systems Hazards Code.

Boiler inspections shall include both internal and external operating inspections and tests as described in Chapter 2 of “Inspection of Boiler and Pressure Vessels” of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) or equivalent approved form for each boiler inspected. The Contractor shall have 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 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.3.7.11 Backflow Prevention Devices

The Contractor shall maintain and certify all existing backflow prevention devices, as prescribed by Federal, State and local laws, ordinances and regulations. If no local requirement exists, a certified inspector shall inspect all existing backflow prevention devices on an annual basis and provide 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.3.7.12 Potable Water Systems

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

C.3.7.13 Occupational Health and Safety (OHS) Program

All work shall be conducted in a safe manner in accordance with Occupational Health and Safety (OHS) regulations 29 CFR 1910 and 29 CFR 1926 or other applicable OHS regulations as situations warrant. When choosing safety and health controls, the Contractor should give preference to engineering controls first, administrative controls and work practices second, and personal protective equipment third. The Contractor employees shall wear the required Personal Protective Equipment (PPE), including but not limited to, safety shoes and head, ear and eye protection when and where required. It is the Contractor's responsibility to provide employees with PPE and to replace worn or defective equipment as required by Federal and State Occupational Health Agency (OHSA) standards.

C.3.7.14 OHS Inspections

The Contractor's workspace will be inspected periodically by the IRS Safety Officer and/or Federal or State Inspectors for OHSA violations. Abatement of violations shall be the responsibility of the Contractor and/or the Government as determined by the CO with input from the COR. The Contractor shall provide assistance by escorting and

cooperating with Federal or State OSHA inspectors if a complaint is filed. The Contractor shall pay any fines levied on the Contractor by Federal or State OSHA Offices.

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

C.3.7.15 Hazard Communication Program

The Contractor shall develop a Hazard Communication Program for this contract in accordance with 29 CFR 1910.1200 for the review and approval of the COR (within the first 20 days of the Phase-In Period).

C.3.8 Security

Refer to Treasury Clause No. IR1052.204-9005, "Submission of Security Forms and Related Materials", for detailed procedures and other special requirements pertaining to contract security procedures, contained in Section H herein..

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 "unescorted access" into the facility. The Government will provide all forms, take fingerprints and process the Security investigations as outlined in Section H. All Contractor personnel (including subcontract personnel), shall submit documentation to the COR in accordance with IRM Handbook 1.23.2, Paragraph 2 and in accordance with the IRS Personnel Security Contractor Background Investigation Process Electronic Questionnaire for Investigative Process (e-QIP). E-QIP requires each Contractor employee to possess or obtain a personal email account in order to complete the questionnaire and to communicate with IRS Security Personnel conducting the background investigation process. The Pre-Screening Process will verify the Contractor Applicants eligibility by checking for U.S. citizenship or resident alien status, **Federal tax compliance**, and Selective Service registration. If Personnel Security identifies any eligibility issues needing resolution, Personnel Security will address or resolve those issues at the onset of the investigation request before the Contractor Applicant(s) complete the questionnaire form (SF-85P). Personnel Security will send interrogatory letters via certified mail to the Contractor Applicant(s) who will then have seven (7) calendar days to respond. Once the Contractor Applicant(s) are deemed eligible, an e-mail invitation will be sent to the Applicant(s) to complete a questionnaire form e-QIP. The questionnaire (SF-85P) form will go through a series of quality review checks by Personnel Security and once approved in e-QIP Suitability Pre-screening will be completed. If the Contractor Applicant(s) do not pass the Eligibility or Suitability Pre-screening, the Contractor Applicant(s) will be denied and will be prohibited from working

on an IRS Contract, even for short duration. 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-escorted access” to the facility. If the interim and/or permanent Security investigation of a Contractor employee identifies derogatory or adverse information resulting in a decision to not grant “staff-like access”, that person shall not be allowed access to IRS facilities. When access by a Contractor or Subcontractor person is scheduled or predicted, the Contractor shall submit documentation for the Security investigation a minimum of 21 calendar days in advance of the anticipated employee reporting date to allow the issuance of “staff-like access”. During the period following submission of the Security investigation documentation and the individuals’ suitability determination, such Contractor personnel shall be signed in and escorted during their stay in the facility by Contractor personnel with approved “staff-like access”.

C.3.8.1.2 Infrequent and Intermittent Access

All Contractor personnel or Subcontractors 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 escorted throughout their stay in the facility by Contractor personnel with approved “staff-like access”. The Contractor is encouraged to limit the number of personnel requiring escort.

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 otherwise 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 the facility, will require a Government escort while performing work at those types of locations. The site-specific Security directives are available upon written request to the COR..

C.3.9 Environmental Requirements

The Contractor shall strictly follow all IRS Environmental Management System (EMS) requirements as shown in Technical Exhibit TE-13, all applicable elements of the ISO 14001 environmental standard, and the requirements outlined below..

C.3.9.1 Hazardous Waste Management

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

Contractor employees who handle or inspect hazardous waste must be trained annually.

C.3.9.1.1 Less-than-30-Day Accumulation Site

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

C.3.9.1.2 Hazardous Waste Disposal

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

C.3.9.1.3 Spill Reporting

The Contractor shall notify the COR immediately when any amount of hazardous material or waste is released to the environment and/or if a spill should occur. When required by regulation and the spill exceeds the reportable quantity (RQ), the Contractor shall notify Federal, state, and/or local regulatory agencies of the spill or release.

C.3.9.2 Environmental Inspections

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

C.3.9.3 General Trash

The Government will provide general trash removal services. General trash wastes are non-hazardous, non-controlled wastes and cannot be recycled. Examples of general trash wastes include food wastes and small amounts of petroleum products, paper or greases on rags. These wastes can be disposed of in the general trash dumpsters. In case of bulk trash such as construction debris, the COR shall be notified for proper disposal.

The Contractor shall strive to minimize the amount of general trash through minimization, reuse, and recycling.

C.3.9.4 Recyclables

The Contractor shall recycle their own consumables used such as high-grade white paper, aluminum cans, junk mail, cardboard, plastic, glass bottles, tin cans, used oil, antifreeze, scrap metal, toner cartridges and newspapers in accordance with existing site practices.

C.3.9.5 Air Emissions

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

C.3.9.5.1 Refrigerants

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

C.3.9.5.1.1 Inventory of Refrigerants

The Contractor shall develop a Refrigerant Management Plan for this contract in accordance with GSA and/or Federal regulations for the review and approval of the COR (within the first 20 days of the Phase-In Period). 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 produce any records or documentation for Government or EPA inspectors as required to validate EPA compliance. The Contractor shall enter data into the database any time any of the following events occur:

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

C.3.9.5.1.2 Reclamation of Refrigerants

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

C.3.9.5.1.3 Accountability for Refrigerants

The Contractor shall account for all refrigerants used. Audits of on-hand refrigerants and RCM shall be periodically conducted by the Government to verify that all refrigerants can be properly accounted for. The 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 provided to the COR at contract close out.

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

C.3.9.6 Hazardous Materials Management

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

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

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

Contractor shall make the MSDS 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.3.9.6.2 Hazardous Materials Storage

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

C.3.9.7 Environmental Compliance

The Contractor shall comply with all applicable Federal, State and local environmental regulations and permits and the IRS Environment Management System (EMS) requirements (see TE-13). Copies of the EMS and all environmental permits may be obtained by requesting the information from the COR.

C.3.9.8 Asbestos Containing Materials (ACM)

The building(s) covered by this contract may have asbestos-containing material (ACM). All known ACM locations in the building are listed in the comprehensive Asbestos Inspection Reports available from the 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.

C.3.9.8.1 Repairs Where ACM is Present

The Contractor is not responsible for asbestos removal or abatement work for the sole purpose of asbestos removal or abatement. If a repair requires that ACM be removed to obtain access to the work, the Contractor is responsible for the removal of the asbestos. The Contractor shall immediately notify the COR of the situation in order to get 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.

C.3.9.8.2 ACM Removal Standards

The Contractor shall be responsible for the removal or abatement of all asbestos-containing materials such as sediment dust, sprayed on applications or insulation, which are encountered and are incidental to the performance of repairs of a particular piece of equipment 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).

C.3.9.8.3 ACM Removal Documentation

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

C.3.9.8.4 Coordination and Reporting

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

C.3.9.10 Underground Storage Tanks

The Contractor is responsible for complying with all federal, state and local requirements for the periodic inspection, monitoring, permitting, 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.3.9.11 [RESERVED]

C.3.9.12 Water Pollution Prevention

The Contractor shall have procedures and/or equipment in place to prevent spilled chemicals from entering the storm or sanitary drains at no additional costs to the Government. The Contractor shall obtain written permission from the municipality to discharge any chemicals from the facility to the storm or sanitary drains. The Contractor will develop a storm water pollution prevention plan (SWPPP) for the facility. Specifically, the Contractor will develop a Spill Containment Plan for all hazardous

pollutants. The Contractor shall apply for any water discharge permits that are required such as a National Pollutant Discharge Elimination System (NPDES) permit.

C.3.9.13 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.3.9.14 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.

C.3.10 Phase-In and Phase-Out

C.3.10.1 Phase-In Planning/Staffing

The Contractor shall implement the approved Phase-In Plan submitted with its proposal. The Plan shall be in sufficient detail to identify all phase-in actions to effectively prepare the workforce to assume full operations as of the contract start date (first day of full operational performance).

Contractor's personnel are expected to be on-site to observe all operations pertinent to the contract requirements. The phase-in work and observations include observations of

office functions, procedures, and operations, repair/maintenance operations and any other operations as deemed necessary by the Contractor.

Contractor personnel shall be both knowledgeable in, and familiar with their assigned areas of responsibility prior to the contract start date

C.3.10.2 Existing Deficiencies Inspection

The purpose of this inspection shall be to discover and document existing deficiencies that may exist in the equipment and systems covered by this contract prior to contract start date. A deficiency is defined as any condition, excluding PM (all preventative maintenance is covered in the Basic Services part of this contract) that requires repair costing more than \$500, including materials and labor (up to the contract MOL). The Contractor shall be reimbursed for all approved costs per individual repair task authorized in accordance with Additional Services terms and conditions (refer to C.4 below). Exception: When the incoming and outgoing Contractors are the same company, the \$500 threshold amount is waived and the incoming Contractor is responsible for the first \$3000 of each repair in accordance with current Contract terms and conditions.

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 CO 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 no greater 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.3.10.2.1 Inspection Process

The Contractor and the COR shall together make a complete and systematic initial inspection of all buildings and systems to be maintained under the terms of this contract on a mutually agreeable date not later than 45 days prior to the Contract start date.. 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.3.10.2.2 Equipment Disassembly/Reassembly for Inspection Purposes

If during the inspection, the Contractor wishes to disassemble a piece of equipment in order to inspect its internal condition, the 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.3.10.3 Inspection Documentation

The Contractor 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. 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 14 calendar days of the existing conditions inspection (See C.3.10.1 and C.3.10.2). The list shall include the Contractor's estimated price, (including but not limited to, labor, materials and/or subcontract costs), for correcting each deficiency. However, the COR may require the Contractor to provide individual cost proposals on repairs that are deemed by the COR to be urgent in nature within 24 hours of completion of the joint inspection. All prices shall remain firm for a period of 60 calendar days after submission.

C.3.10.4 Correction of Deficiencies

The Government may order corrections of existing repair deficiencies estimated to cost over \$500 per individual repair that were discovered during the phase-in, as Additional Services work (Paragraph C.4.1.2), or by other Contractors, or by 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.3.10.5 Responsibility for Normal Operations and Maintenance

The 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, as of the contract start date (see C.3.10.6 below).

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.3.10.6 Contract Start

The Contractor shall assume full responsibility for facility operation and maintenance services in accordance with contract terms outlined herein, as of the first day of the Base Period's period of performance (contract start date), to be identified by the CO at time of contract award (refer to Section F for Base Period performance schedule). 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.3.10.7 Phase-Out

During the 60 calendar day period immediately prior to the end of the contract, the Contractor shall permit the new incoming Contractor and its employees to observe and become familiar with all operations under the contract.

The Contractor shall not defer any needed repairs or maintenance for the purpose of transferring responsibility to the new incoming Contractor. The Contractor shall fully cooperate with the new incoming Contractor and the Government so as not to interfere with their work or duties.

C.3.10.7.1 Contract Close-Out Inspection

On a date not later than 60 calendar days prior to the expiration of the contract, the COR and the 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.3.10.7.2 Inspection Documentation

The 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.3.10.7.3 Deficiency Correction

The 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.

C.3.11 Quality Control Plan (QCP)

The Contractor shall establish an effective Quality Control Plan (QCP) that ensures all contract requirements are satisfied as specified. The Contractor shall submit a copy of their QCP, and any modification thereto, to the COR for the CO's approval.

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 its QCP to reflect all changing quality control issues that need to be addressed.

The QCP is of paramount importance and shall be monitored for effectiveness throughout the life of the contract. .

C.3.11.1 Inspection System

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

C.3.11.2 QCP Personnel

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

C.3.11.3 Annual Executive Quality Control (QC) Inspection

The Contractor shall perform an annual Quality Control Inspection of the Contractor operations each year. The annual QC inspection shall be performed by the program manager at least one level above the 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 inspection.

C.3.11.4 QCP Documentation

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

C.3.12 Government Quality Assurance Program

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

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

- a. Review and if warranted, reject any reports or other submittals required from the Contractor.
- b. 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.

- c. 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.
- d. 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.
- e. 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.3.13 Contingency Plans

The Contractor shall implement an effective Contingency Plan. The contractor's Plan shall be submitted to the COR for review and approval within first 30 days of contract Phase-in.

The Contingency Plan shall address 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 ensure 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 the following:

- a. Recruitment and hiring difficulties,
- b. Strikes by employees and/or Subcontractors used in support of the PWS,
- c. Natural and man-made disasters,
- d. Adverse weather conditions.

C.3.14 Required Reports and Submittals

The Contractor shall submit the data, reports, schedules, plans and items identified in Technical Exhibit TE-6 to the COR for approval or action as applicable, no later than the dates specified therein. In addition, the Contractor shall submit a Monthly Progress Report that includes the data as shown in TE-6 by the 5th work day of the month following the performance period. All annual submittals and deliverables required shall be provided to the COR in hard and electronic format during the first 45 calendar days of each new Fiscal Year for each option period.

C.3.15 Partnering

The Government intends to encourage the foundation of a cohesive partnership with the Contractor. The partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, on schedule, customer-focused service and in accordance with the contract documents. This partnership will be multilateral. Any costs associated with effectuating this partnership (time of the attending personnel, cost of transportation and lodging) will be borne by each project partner for their firm with no change in contract price. The cost of partnering meetings, meeting room, supplies, etc., will be borne by IRS.

It is anticipated that 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 that are within the terms and conditions of the contract, without changing contract terms. All Contract goals and objectives shall be mutually agreed to in writing by the Contractor and Government. Minutes of the kick-off meeting will be documented by the Contractor (within 15 calendar days) and reviewed and approved by the Government COR. In addition, a quarterly partnership meeting may be requested by either party to be held during January, April, July and September each fiscal year that the contract is in effect. The Quarterly meetings will be located at the contract site and be attended by the COR and Project Manager. Additionally, key Government officials and Contractor's key local and corporate office personnel will attend, as deemed appropriate. Minutes of the Quarterly Partnership meeting will be documented by the Contractor (within 15 calendar days) and reviewed and approved by the COR.

Unless otherwise directed by COR, weekly on-site progress meetings between the COR and Project Manager will be held throughout the duration of the contract to discuss progress in meeting current goals, contract performance, status of Additional Services Task Order(s) projects, and other contract related issues. . Weekly meeting minutes will

be documented by the contractor COR (within 2 work days) and reviewed by the Contractor.

The purpose of the meetings is to discuss facility operation and maintenance. No changes shall be made to contract terms and conditions without the CO's prior written approval through issuance of a contract modification.

C.3.16 Warranties

A list of warranties in effect will be provided to the Contractor during the phase-in period. The Contractor shall serve as the POC and coordinate all building and equipment related warranty issues. The Contractor will ensure new warranties obtained while in performance of this contract are placed in the name of the Government to ensure that the warranty (where applicable), extends beyond the term of the contract with the Contractor. The Contractor shall be fully responsible to execute all existing and new warranties that are building related and to keep the Government advised in writing of any warranty issues in dispute by the manufacturer. If the Contractor has difficulties in enforcing warranties with a specific manufacturer, the 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.3.17 Computerized Maintenance Management Systems (CMMS)

The Government will provide the Contractor access to the Government's CMMS and database. 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. The specific CMMS to be used under the terms of this contract is Archibus.

In the case of a system failure that prevents the Contractor from using the CMMS for tasks such as automated scheduling, tracking, etc., the Contractor will create and maintain paper records for PMs, repairs, and service calls during such a CMMS outage. Once operational, Contractor will input those records into the CMMS at no additional cost.

C.3.18 As-Built Drawings

When the Contractor completes 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 request a copy of the available drawings from the COR to be used to create the 'red line' drawings. The Contractor shall provide these drawing mark-ups under Basic Services (the Firm Fixed-Price portion of the contract). These drawings shall be submitted prior to closing out the Service Call or prior to submittal of the Contractor's invoice in the case of a Task Order.

C.3.19 Work Performance, Coordination and Scheduling

The Contractor shall schedule and arrange work so as to cause no interference with the normal occurrence of Government operations without advance approval, in writing from the 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.3.19.1 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 disruption of customers (i.e., minor power outages, loss of heat or cooling for a short duration, dust, noise). The request must be approved in writing (email) by the COR before any action is taken that would disrupt any Government operations.

C.3.19.2 Facility Outages Coordination

Certain preventive maintenance and certifications require a complete facility power outage and total disruption of work to the Government. These outages are normally scheduled for one or more Holidays and weekends. The Contractor and COR will plan annual electrical PM requiring data center power outages or critical equipment power outages a minimum of 9 months in advance. For all other planned power outages, the Contractor shall coordinate a scheduled date with the COR a minimum of 60 days prior to the desired date to perform the work. 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. The work shall not begin nor be performed with out the prior written approval of the COR.

C.4. ADDITIONAL 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.

Task Orders will be priced as either firm-fixed-price and/or time-and-materials. 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

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

a. 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). Work includes labor, materials, subcontracts and specialized equipment to complete repair service calls when the cost for the service call exceeds \$3,000 for each individual repair task.

b. If the Contractor proposes to make a repair to equipment by replacing component parts of the system but the Government directs the Contractor to upgrade the system or repair the system by replacing the entire system (due to the risk of a unscheduled outage affecting Government operations and/or energy efficiencies that may be gained), the Contractor shall replace the system as directed by the Government in the Task Order. In this case however, the Contractor shall not be responsible for the initial \$3,000 in repair costs. 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. When a decision has been made by the Government that replacement is necessary, the COR will request a price 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 is responsible for payment of the first \$500 of each individual repair.

C.4.1.3 New Project Work

Work 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 Removal and Ice Abatement

Contractor shall be prepared to expeditiously perform snow removal and ice abatement on the grounds of ATSPC, as designated by the COR, when weather conditions prevail and the needs arise.

Contractor may be required to 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's use of a dump truck with driver and use of a loader with operator shall be documented in the IRS Security log (located in the Security area to be identified by the COR).

Firm-fixed priced task order(s) for snow removal shall be based upon the agreed upon price, regardless of how much snow happens to fall in the given period stated in the task order. The contractor cannot seek increased compensation if more work must be performed than expected.

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.

All painting, to include paint type and color, is subject to the COR's prior written approval.

C.4.2 Proposals

- a. The Contractor shall plan all Additional Services work and prepare complete proposal development activities including cost estimates at no additional cost to the Government.
- b. The Government's request for proposal will be in the form of an e-mail, or other written format, issued to the Contractor.
- c. Each proposal shall be valid for a minimum of 60 calendar days from the proposal submission date to the Task Order issue date (unless sub-contractors or suppliers fail to provide firm pricing for 60 days). Should a Proposal expire the COR may request the Contractor re-submit the proposal at no extra cost
- d. The Contractor shall provide written recommendations for revisions, alternative methods or deviations from the Government's scope of work as described in the Government's request for proposal, where deemed appropriate and in the Government's best interest. The Contractor's recommendations shall be narrative descriptions, drawings or sketches and shall include references to technical specification requirements. The COR will review the recommendations and will approve or disapprove in whole or in part, for use in the execution of work.

- e. The CO and the Contractor will negotiate a fair and reasonable price for all task orders. If the cost proposal is in dispute and no satisfactory agreement can be reached between the Government CO and the Contractor, the CO will make the final determination of all costs required to complete the task and may direct the Contractor to perform the work while negotiations proceed. If the CO and the Contractor are still unable to reach agreement on the task scope of work, terms, conditions, schedule and/or price and the work has been completed, the Contractor may opt to seek reimbursement for services rendered through the disputes clause of this contract (See FAR 52.233-1 Disputes).
- f. The Government reserves the right to cancel the request for proposal or procure the services from other sources at any time.
- g. 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

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 Price S in Section B.

When authorized to perform Additional Services work, the Contractor shall ensure that each service employee, to include mechanics and Subcontractors, 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 for “Time-and-Material Priced Order”).
- b. The Contractor shall prepare material cost estimates using an approved R.S. Means Estimating Guide, or 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 “bare” costs based on R.S. Means will be adjusted by the Contractor’s applicable Coefficient Rate identified in the Price Schedule, Section B.
 - d. 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 \$3000.
 - e. 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.
 - f. The Government always reserves the right to furnish material. Such material may be furnished to the Contractor as Government Furnished Material (GFM).
 - g. 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.
 - h. 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. At least three quotes must be solicited 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.

C.4.3.2.2 Subcontractor Work

Work that the Contractor proposes to subcontract shall be identified in the proposal. . At least three competitive Subcontractor quotes shall be obtained, as outlined in C.4.3.2, and the lowest one used as the estimate in the cost proposal, unless directed otherwise by the CO. In unusual circumstances, with agreement of the CO, the Contractor may provide less than three quotes (must be justified in writing by the Contractor and approved by the CO).

All original quotations from Subcontractors must be included with Contractor's proposal submitted to the Government. The Contractor may consider and propose cost/technical tradeoffs as part of the selection and negotiation process for Subcontractor services. The Contractor should state the rationale for all tradeoff recommendations. However, the final decision as to whether or not to select a higher quote due to a recommended tradeoff rests solely with the CO.

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.

If the Contractor enters into any subcontract that requires consent under FAR 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

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) 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

- a. The Contractor's detailed cost proposal will be evaluated to determine whether: (a) the scope has been clearly and accurately identified, (b) the task hours have been properly estimated with supporting data presented and (c) material (e.g. equipment, material, Subcontractor, etc.) cost estimates are reasonable and properly documented, and (e) a firm-fixed-priced (FFP) or time-and-materials (T&M) type Task Order will be issued. A FFP Task Order is the preferred acquisition type. However, in cases where a FFP is unsuited for the work being ordered, a T&M Task Order will be issued. Payment under T&M task orders will be based on the actual number of labor hours rendered plus Contractor's cost of materials, pursuant to FAR 52.232-7, Payment

Under Time-and-Materials, Labor-Hour Contract. A ceiling price will be established for each T&M Task Order, that the Contractor exceeds at its own risk

If the evaluation elements above are met, the CO may issue a task order without discussions. If the above elements are not met, the CO may negotiate with the Contractor until an agreeable scope of work, terms and conditions and/or price estimate are reached. If urgency situations exist and the parties cannot agree on the task order terms, including price, the CO may direct the Contractor to perform the required work and the Contractor shall proceed diligently with performance as called for in the task order (See FAR 52.233-1 Disputes).

- b. All Task Orders shall be scheduled and completed within the allowable completion time established during negotiations.
- c. The Contractor shall, within 3 calendar days of receipt of an approved Task Order, submit a detailed performance schedule in accordance with the negotiated time frame in the approved Government issued Additional Services Task Order. The schedule shall identify all critical milestones. The COR may waive the requirement for a schedule for simple projects.
- d. 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.
- e. The CO at his/her discretion, may cancel the project or obtain the services through other means.

C.4.6 Changes to the Scope of Work in Task Order

If during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not have been foreseen during the initial proposal development, the Contractor shall contact the CO and COR immediately and shall not proceed without CO's authorization. The CO will direct the Contractor to (a) estimate the change of scope for the unforeseen condition only or (b) 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 (a) issue a modification to the Task Order for the change in scope or (b) 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 Services task orders. This includes all quotes that have been requested by the Government as well as all open task orders that have been awarded or closed during the month. The report shall include:

- 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 Technical Exhibit TE-7. 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. If the Contractor loses any key(s), the Contractor is responsible for changing or re-tumbling all affected locks and must provide the appropriate keys at Contractor's sole expense. In the event a master key in the Contractor's possession is lost or stolen or duplicated, all locks and keys for that system will be replaced at contractor's expense. All new locks shall fit existing master key system and be keyed to fit keys for the new locks being replaced.

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 (GFM) & Material Inventory

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 Technical Exhibit TE-7. At the end of Base Period and after each option period thereafter exercised by the Government, the Contractor shall document and certify that the GFM inventories are equal to the original quantities. The Contractor shall update the inventory of GFM 30 days before the contract expiration date. Upon contract expiration, all GFM shall be returned to the Government in like qualities and quantities in original condition.

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

C.5.3 Government Furnished Equipment

Government-furnished equipment available to the Contractor is outlined below. Such equipment will be in "As-Is" condition and in the quantities listed in Technical Exhibit TE-7. The Contractor shall maintain and repair such equipment to ensure that it remains in proper and reliable operating condition. At the close of the contract performance period, the Contractor shall return equipment of like type and quantity, less fair wear and tear, to the Government.

C.5.3.1 Office Furnishing, Minor Tools, and Shop Fixtures

The Government may provide limited office furnishings. No inventory will be provided.

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.

C.5.3.3 Equipment Inventory

The Contractor and the COR shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government furnished equipment. The Contractor shall then certify the findings of this inventory assume accounting responsibility and subsequently report inventory discrepancies to the COR. Government furnished equipment shall not be removed from the facility unless approved by the COR 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-7 will be made available to the Contractor for use in the performance of this contract. Regardless of the serviceability of the above mentioned Government Furnished Equipment, the Contractor shall remain fully responsible for accomplishing all work requirements identified in this contract.

The Contractor shall be responsible to furnish any additional equipment deemed necessary to accomplish contract requirements, at no additional cost to the Government.

C.5.4 Government Provided Services

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

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. The Contractor shall abide by the IRS SPCC in place.

Fuel Oil Treatment

a. 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.

b. (1) The Contractor shall provide equipment, biocide chemical recommendation, labor and Services, including application, required to prevent biological growth in storage

tanks, fuel lines, pumps, screens, filters, valves and nozzles.(2) The Contractor shall submit within 15 workdays after the start of contract 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.(iii) 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.

c. 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.

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 and construction wastes and debris generated by the Contractor.

C.5.4.5 Security and Fire Protection

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

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 equal to or better than 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 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). The Contractor is required to maintain and repair Government furnished radios at no additional expense to the Government. Where inspection reveals deficient radio(s) the Contractor will have 30 days to make repairs as needed. If repairs are not completed within 30 days the Government reserves the right to make repairs and deduct the costs, plus administrative fees, from the scheduled monthly fixed price Contract payment.

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. The Contractor shall assist with the organization of and maintenance of the IRS drawing library. All existing design and construction drawings related to the subject facility are available to the Contractor at all times. 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 Technical Exhibit TE-8.

C.8. REGULATIONS AND REFERENCES

The regulations and references associated with this solicitation are shown at Technical Exhibit 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>
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E.2 PERFORMANCE REQUIREMENTS SUMMARY TABLE DESCRIPTION

- a. The Performance Requirements Summary Table is provided as Exhibit E-1. The purpose of this attachment 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

* Service value lost is determined by dividing the service cost (monthly price in Section B, Price Schedule) by the monthly population (number of units) multiplied by the number of service units found unsatisfactory.

See Examples at end of Section E.

E.4 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 1
(Deduction Analysis Without Projection)

SAMPLE MONTHLY PAYMENT ANALYSIS FORM

OPERATION & MAINTENANCE OF BULDINGS, STRUCTURES, SYSTEMS AND
EQUIPMENT

	SCHEDULED MAINTENANCE	UNSCHEDULED MAINTNENANCE	REPAIRS/SERVICE CALLS
A. Cost of Services (Based on % of Monthly Price)	\$7600	\$6700	\$7500
B. Population (Total Monthly Service Units)	20	50	100
C. Cost per Unit (A divided by B)	\$380	\$135	\$75
D. Number of Unsatisfactory	3	6	10
E. Number Corrected	1	2	3
F. Number Uncorrected	2	4	7
G. Service Value Lost (F multiplied by C)	\$760	\$540	\$525
Total Service Value Lost = \$1825			
Administrative Cost 10% (10% of Service Value Lost) = \$182.50			
Total Deduction (Service Value Lost + Administrative Cost) = \$2007.50			

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)

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.

Individual periods 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:

Base Period:	Contract start date - 9/30/2014 (not to exceed 12 months)
Option Period I:	10/1/2014 – 9/30/2015
Option Period II:	10/1/2015 – 9/30/2016
Option Period III:	10/1/2016 – 9/30/2017
Option Period IV:	10/1/2017 – 9/30/2018
Option Period V:	10/1/2018 – 60 th month of contract term (not to exceed 12 months)

Contract award is anticipated to be made on or about 10/30/2013. 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 90 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 0003) 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:

Atlanta Submission Processing Center
4800 Buford Highway
Chamblee, GA 30341

F.4 DELIVERY SCHEDULE

Deliverables required under this contract are presented in Section J, Technical Exhibit TE-6, Required Submittals and Reports.

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 or Option Periods I – V) 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:

Linda Bender
Phone: 404-338-9210
Linda.Bender@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):

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 "e" 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 (exceeding \$3000): *\$3,000 per order
- Phase-In Deficiency Corrections (exceeding \$500): *\$3,000 per order
- Miscellaneous Services not covered by Basic Services (e.g. New Project Work & Renovations; Painting >200SF; Snow Removal/Hauling; etc.): \$3000 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 \$3000.
- e. Individual Task Order(s). A Task Order for the performance of Additional Services work will be issued 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 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 "b" 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, OR NOT-TO-EXCEED CEILING PRICE THAT CONTRACTOR EXCEEDS AT ITS OWN RISK IF TIME-AND-MATERIALS PAYMENT IS AUTHORIZED;
 - 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 can not be issued to the contractor timely. The contractor and 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 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 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 contract period (Base or Option Periods) 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 Base Period, may have a negotiated performance schedule that will not be completed until after September 30th. Payment using the funds available at the time the Task Order was issued (Base Period) will be used for payment of the Task Order in this example.

- j. Payment. Task Orders ordered on a time-and-material basis will be paid in accordance with FAR clause 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts; firm-fixed-priced orders will be paid based on FAR clause 52.232-1, Payments.

NOTICE: Time-and-material payment terms include, but are not limited, to the following: (1) The hourly rates prescribed in the contract will be used for payment of labor that meets the labor category qualifications of the labor categories specified in the contract that are performed by the Contractor; by subcontractors; or transferred between divisions, subsidiaries, or affiliates of the Contractor. The Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by (i) individual daily job timekeeping records; (ii) records that verify the employees meet the qualifications for the labor categories specified in the contract; or (iii) other substantiation approved by the Contracting Officer. (2) The Government will reimburse the Contractor for allowable cost of materials. (3) The Contractor may include allocable indirect costs and other direct costs to the extent they are (i) excluded from the hourly rate; (ii) allocated in accordance with Contractor's established accounting practices; and (iii) indirect costs are not applied to subcontracts paid at the hourly rates. (4) Except as provided for in FAR 31.205-26(e) and (f), the government will not pay profit or fee to the prime Contractor on materials.

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 (c) 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)):

All billings for Additional Services task orders must have supporting documents, as required by FAR 52.232-7, “Payments Under Time-and-Materials and Labor/Hour Contracts”.

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)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 52.222-17 Nondisplacement of Qualified Workers (Jan 2013)

(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 Act, 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 IR1052.204-9003 IRS SECURITY AWARENESS TRAINING REQUIREMENTS (AUG 2010)

(a) The Federal Information Security Management Act of 2002 (FISMA) requires each federal agency to provide periodic information security awareness training to all employees, including contractors, involved in the management, use, or operation of Federal information and information systems. In addition, IRS contractors and their employees are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information. Violation of the Act could result in civil and criminal penalties.

(b) Contractors and their employees who require staff-like access to IRS information or information systems at an IRS facility or a contractor-owned/managed facility shall complete IRS security awareness training annually, as specified in the contract.

NOTE: “IRS information” means Sensitive But Unclassified (SBU) information, as defined in [Internal Revenue Manual 10.8.1 – Policy and Guidance](#). SBU may be categorized in one or more of the following groups—

- (1) Returns and Return Information
- (2) Sensitive Law Enforcement Information
- (3) Employee Information
- (4) Personally Identifiable Information
- (5) Other Protected Information

(c) The contractor shall ensure all contractor employees who require staff-like access to IRS owned or controlled facilities, or IRS information or information systems, regardless of their physical location, complete one or more Information Protection briefings on computer security, disclosure, privacy, physical security, and/or UNAX, as specified by Contractor Security Lifecycle Program (CSLP). Individually and collectively, these briefings make up the IRS Security Awareness Training (SAT) requirements for the Service’s information assets.

Personnel required to complete SAT include, but are not necessarily limited to, contractor employees involved in any of the following activities:

- Manage, program or maintain IRS information in a production environment;
- Operate an information system on behalf of the IRS;
- Conduct testing or development of information or information systems on behalf of the IRS; or
- Provide advisory and assistance (consulting) services, or administrative support.

Unless otherwise provided under the terms of the immediate contract/order, contractor employees in the following service categories with facilities access only who do not have access to IRS workspace, or who work in buildings where a clean desk policy is in place for all IRS employees, are not required to complete SAT –with the exception of Physical Security Training:

- Medical;
- Cafeteria;
- Landscaping;
- Janitorial and cleaning (daylight operations);
- Building maintenance; or
- Other maintenance and repair.

(d) All new contractor employees shall receive a system security orientation within the first 10 business days following initial assignment to any IRS contract/order, and IT security awareness training (commensurate with the individual's duties and responsibilities) within 5 business days of being granted access to an IRS IT system.

(e) For each contractor employee assigned to this contract/order, the contractor shall submit confirmation of completed SAT (using the form at the [Mandatory Briefing](#) web site or upon email request to CSLP at CSLP@irs.gov), via email, to the Contracting Officer's Representative (COR) and the Contractor Security Lifecycle Program (CSLP) upon completion, but not later than 10 business days of starting work on this contract/task order.

(f) Thereafter, each contractor employee assigned to this contract/order shall complete SAT annually not later than April 30th of each year in which there is an ongoing period of performance (in either the base period or any exercised option period). The contractor shall submit confirmation of completed annual SAT on all contractor employees assigned to this contract/order, via email, to the CO, COR, and the Contractor Security Lifecycle Program (CSLP) upon completion, or not later than May 12th of the then current calendar year or as requested by CSLP (whichever date is earlier).

(g) Contractors shall verify in writing within 30 calendar days of award, and by May 12, of each year thereafter or as requested by CSLP (whichever date is earlier), that all of their affected employees have successfully completed the specified training. Verification reports shall be signed by an official with the authority to legally bind the Contractor.

(h) SAT is available on the [Mandatory Briefing](#) web site or if this site is not accessible, SAT materials will be made available by CSLP upon request via email to CSLP@irs.gov.

(i) Contractor employees who fail to comply with IRS security policy (to include completion and certification of SAT requirements within the timeframe specified)

may be subject to having their access to IRS IT systems and facilities suspended, revoked or terminated (temporarily or permanently).

[End of clause]

H.3 IR1052.204-9005 SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS (AUG 2010)

(a) Contractor 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 sensitive but unclassified information, security items or products, must meet the following three *eligibility* criteria before a full background investigation will be initiated:

- (1) Must be Federal tax compliant, both timely filed and timely payment of any taxes due;
- (2) Shall either be at a minimum a U.S. citizen for high risk access, or have lawful permanent resident status for low and moderate risk (3 years of US residency required for moderate risk); and
- (3) For all males born after 1959, must be registered with Selective Service.

(b) All contractor personnel performing under the contract that require either escorted or unescorted access to IRS facilities, SBU information or information systems are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following *suitability* pre-screening criteria, as applicable:

- (1) Credit report results (moderate and high risk investigations only); and/or
- (2) Federal Bureau of Investigation fingerprint results.

(c) Each contract employee assigned to work under this contract/order shall undergo investigative processing appropriate to the position sensitivity and risk level designation associated with the work to be performed, as described in TD P 15-71, Chapter I, Section 1. In support of this undertaking, the contractor shall furnish the following electronic documents to the Contractor Security Lifecycle Program (CSLP), per the instructions available on the publicly accessible website for IRS [Procurement](#), within 10 business days of assigning (or reassigning) a contractor employee to this contract/order and prior to the contract employee performing any work there under:

- (1) The IRS provided Risk Assessment Checklist (RAC), and
- (2) All required security forms (for new contractor employees), are available through the publicly accessible website for IRS [Procurement](#).

(Note: These documents (the RAC and security forms) are also available upon request from CSLP via email at CSLP@irs.gov)

(d) Concurrent with submission of the above-referenced materials to CSLP, the contractor shall email the Contracting Officer (CO), and the Contracting Officer's Representative (COR) to confirm this requirement has been completed. The notice

shall identify the subject contractor employee by name and relevant contract/task order number(s), and list the materials submitted.

(e) Contractor personnel whose duration of employment exceeds 180 calendar days must be eligible for access, per certification of tax compliance, and shall undergo, at a minimum a National Agency Check and Inquiries as a condition of work under the government contract. If the duration of employment is less than 180 calendar days or access is infrequent (e.g., 2-3 days per month) and the contractor requires unescorted access, the contractor employee must be eligible for access, per certification of tax compliance, and require at a minimum a fingerprint check (Special Agreement Check). No background investigation or tax check is completed if the duration of employment is less than 180 calendar days or access is infrequent when there is escort provided by an IRS employee or an approved contractor employee at the same or higher position risk level.

(f) The contractor employee may commence work only upon notice of an interim or final approval for staff-like access, revalidation of access for contractor employee transfers from one IRS contract/order to another, or approved escorted access.

[End of clause]

H.4 IR1052.204.9006 NOTIFICATION OF CHANGE IN CONTRACTOR EMPLOYEE EMPLOYMENT STATUS, ASSIGNMENT, OR STANDING (AUG 2010)

(a) The contractor shall notify the Contracting Officer's Representative (COR) and the Contractor Security Lifecycle Program (CSLP), via email, within one (1) business day of the contractor becoming aware of any change in the employment status, assignment, or standing of a contractor employee to this contract/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 IRS contract/task order;
- Knowledge of the employee's voluntary separation from employment or performance on this contract/task order (if no prior notice was given);
- Transfer or reassignment of the employee and performance of duties under this contract/task order, in whole or in part, to another IRS contract/task order (*and identify the gaining contract and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation*);
- Separation, furlough or release from employment;
- Anticipated extended absence of more than 45 calendar 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/task order (*provide explanation*);
- Death.

(b) 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/task order number(s)
- Actual or anticipated date of departure or separation
- When applicable, the name of the IRS facility(s) this individual routinely works from or has access to when performing work under this contract/order
- 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.

(c) In the event the subject contractor employee is working on multiple contracts/orders, notification shall be combined, and the cognizant COR for each affected contract/order shall be included in the joint notification along with the CSLP.

(d) As a general rule, the change in the employment status, assignment, or standing of a contractor employee to this contract/order would not form the basis for an excusable delay for failure to perform this contract under its terms.

[End of clause]

H.5 IR1052.224-9008 Safeguards Against Unauthorized Disclosure of Sensitive but Unclassified Information (Oct 2012)

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

(a) Definitions. As used in this clause

Information, as defined by OMB Circular A-130 Management of Federal Information Resources, means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual forms.

Sensitive But Unclassified, as described in the Department of the Treasury Security Manual (Treasury Directive Publication 15-71 (TD P 15-71), Chapter III Information Security, Section 24 Sensitive But Unclassified Information), is a term that . . . originated with the Computer Security Act of 1987. It defined SBU 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.

Furthermore, SBU shall be the primary term used to mark sensitive information originating in the Departmental Offices (DO)/bureaus. . . . Access to SBU shall be based on a determination that an employee, contractor personnel or consultant requires access to specific SBU information in order to perform or assist in lawful, authorized DO/bureau governmental functions . . .

SBU information may be categorized in one or more of the following groups

(1) Returns and Return Information

Includes all information protected by ? 6103 of the Internal Revenue Code (IRC), 26 U.S.C. ? 6103.

(2) Sensitive Law Enforcement Information

Includes grand jury, informant, and undercover operations information.

(3) Employee Information

Includes all employee information covered by the Privacy Act of 1974 (5 U.S.C. 552A (g)(1), as amended Examples include personnel, payroll, job applications, disciplinary actions, performance appraisals, drug tests, health exams and evaluation data.

(4) Personally Identifiable Information (PII)

Includes the uniquely identifiable personal information of taxpayers, employees, contractors, applicants, and visitors to the IRS. However, names of federal employees when used for business purposes, along with employee business phone numbers and business addresses are all considered publicly available information. Examples of PII include, but are not limited to

- Name;
- Home address;
- Social Security Number;
- Date of birth;
- Home telephone number;
- Biometric data (e.g., height, weight, eye color, fingerprints, etc); and
- Other numbers or information that alone or in combination with other data can identify an individual, or other personal information which is linked or linkable to an individual and can be used to distinguish or trace an individual's identity.

(5) Other Protected Information

Includes all information covered by the Trade Secrets Act (18 U.S.C. 1905), the Procurement Integrity Act (41 U.S.C. 423) (P.L. 111-350), and similar statutes. Examples include, but are not limited to

- Information considered procurement sensitive;
- Information marked Limited Official Use (LOU);
- Information marked Official Use Only (OUO);
- Law Enforcement Manuals (LEM)
- Records about individuals requiring protection under the Privacy Act;
- Information that is not releasable under the Freedom of Information Act (FOIA);
- Proprietary data (business information that does not belong to the IRS);
- Procurement sensitive data, such as contract proposals;
- Information which if modified, destroyed or disclosed in an unauthorized manner could cause: loss of life, loss of property or funds by unlawful means, violation of personal privacy or civil rights, gaining of an unfair procurement advantage by contractors bidding on government contracts, or disclosure of proprietary information entrusted to the Government; or
- Security information containing details of serious weaknesses and vulnerabilities associated with specific systems and facilities; and
- Other protected information includes information, which if improperly used or disclosed could adversely affect the ability of the agency to accomplish its mission. For contracting organizations providing IT support to the IRS, this includes specific IT configurations, where the system security configurations could identify the state of security of that system; IP addresses that allow the workstations and servers to be potentially targeted and exploited; and source code that reveals IRS processes that could be exploited to harm IRS programs, employees or taxpayers.

Live Data is another form of Other Protected SBU information. It is primarily unmodified, non-sanitized data extracted from taxpayer files which identifies specific individuals or corporate taxpayers. It includes taxpayer information, tax return information, live employee data, PII, and other SBU information that is used outside of the authorized IRS production environment. The use of live data in testing environments is limited to tax administration or other authorized IRS purposes and may be disclosed only to those individuals with a need to know. The use of live data is strictly prohibited without approval from Privacy, Governmental Liaison and Disclosure (PGLD), Privacy and Information Protection, Privacy, Privacy Compliance and shall only be considered when it is impossible to create effective synthetic data, and then only in strict compliance with IRM 10.8.8 Information Technology (IT) Security, Live Data Protection.

IRS records or information (or simply IRS information), as described in IRM 11.3.35 Requests and Demands for Testimony and Production of Documents, mean any

material (including copies thereof) contained in the files (including paper, electronic, or other media files) of the IRS, any information relating to material contained in the files of the IRS, or any information acquired by a current or former IRS officer, employee, or contractor, while an IRS officer, employee, or contractor as a part of the performance of official duties or because of that IRS officers, employees, or contractors official status with respect to the administration of the internal revenue laws or any other laws administered by or concerning the IRS.

(b) Conditional or Controlled Release.

(1) For solicitations When the disclosure or release of returns, return information, or other SBU information is required to enable prospective offerors to fully evaluate the parameters of the work involved for a specific requirement, as allowed under IRM 11.3.24.5 (and such release has been pre-approved by the Business Operating Division (the Requisitioner) and concurred upon one level above the Contracting Officer (in consultation with Personnel Security, or the PGLD, Office of Privacy, or other appropriate organizational units)), prospective offerors shall be subject to this and any related Safeguard or Privacy Act clauses or provisions of the solicitation, and any related security controls or security restrictions and limitations described in the solicitation. Before or at the time of disclosure or release of returns, return information, or other SBU information during the solicitation phase of the acquisition, the IRS may determine that a pre-award on-site security inspection needs to be performed as a condition for disclosure or release. The solicitation will describe the steps to be taken if and when such an on-site security inspection is to be performed.

When the IRS intends to issue a solicitation containing SBU information (and approved for release), it will usually accomplish this through the Government wide Point of Entry (GPE) as transmitted via Federal Business Opportunities (also referred to as FedBizOpps or FBO). At FedBizOpps, a solicitation that does not contain sensitive information (and that is customarily available to the general public) is, in effect, a FBO Solicitation. Whereas, a solicitation that contains SBU information or controlled, unclassified documents (and is available only to authorized, registered users) is referred to by FedBizOpps as a Non-FBO Solicitation. Agency buyers can upload non-sensitive documents (and attach existing controlled, unclassified documents to notices) and create Non-FBO solicitation links that create document packages that are not tied to FBO solicitations (parallels functionality previously found in the FedTeDS (Federal Technical Data Solutions), a defunct password-protected, web-based tool designed to safeguard the distribution of sensitive, unclassified, acquisition-related information for all federal agencies). The link then takes the vendor to a system interface where their authorization to review materials (explicit access / export controlled) is vetted prior to letting the vendor access the materials. A government user can pro-actively select a vendor user for access, or a vendor can request, and be granted access, through this system. Before a vendor registers in FBO, it will need to obtain a Data Universal Numbering System (DUNS) Number. The DUNS Number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities, and is obtained via the Central Contractor Registration

(CCR) system accessed through the System for Award Management (SAM). When an explicit access or export control request is initiated, the Non-FBO system retrieves a vendors profile information directly from CCR/SAM. Once the vendor is given explicit access to review the package, they are an authorized party.

In addition to (or as an alternative to) the use of Non-FBO solicitation, the IRS may choose to set up a reading room (or equivalent web site). In such instances, vendors will generally be required to go through a registration process with IRS and complete a Non-Disclosure Agreement (NDA), as conditions for being granted access to the reading room or site. The Contracting Officer and Contracting Officers Representative (COR) will monitor the full recovery of all returns, return information, or other SBU information disclosed or released to vendors/prospective offerors.

(2) For awarded contracting vehicles SBU information shall only be released or accessible to those individuals who have been approved, by Personnel Security, for interim or final staff-like access (commensurate with their position sensitivity level), and have a bona-fide need to know in order to perform the work required under the contract for which they have been granted access to such information.

(c) Fitness and Suitability. The IRS reserves the right to determine the fitness or suitability of a contractor employee to receive or be assigned staff-like access under a contract, (or continue to have such privileges over the life of the contract) and to have access to SBU information and be permitted to perform (or continue to perform) under the contract if and when it is determined that the contractor employee poses a security risk or otherwise endangers performance.

(d) Security Screening Precursor. All contractor employees that require staff-like access to SBU information or information systems in the performance of this contract (regardless of workplace or location), shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, 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. Contractor employees must be favorably adjudicated prior to starting work on the contract or before being granted staff-like access (or interim staff-like access, if approved by PS) to IRS information systems or SBU information.

Pursuant to IR1052.204-9005 Submission of Security Forms and Related Materials, the contractor shall coordinate security screening and related submissions with Contractor Security Management (CSM) (e.g., the Contractor Risk Assessment Checklist), as described in P&P No. 39.1(C) Managing Contractor Employee Access to IRS Owned or Controlled Facilities, Information Systems, or Sensitive But Unclassified (SBU) Information.

(e) Security Controls and Safeguards. The contractor shall employ effective technical, operational, and management safeguards or countermeasures to protect the confidentiality, integrity, and availability of SBU information and information

systems, consistent with the requirements and objectives of the following statutory and regulatory requirements, and related Treasury or IRS directives, policy and guidance, to include, but not limited to, as applicable

- E-Government Act of 2002 (P.L. 107-347) Title III, Federal Information Security Act of 2002 (FISMA);
- Privacy Act of 1974 (5 U.S.C. 552A (g)(1), as amended);
- Internal Revenue Code, 26 U.S.C. ? 6103;
- 26 C.F.R., ? 301.6103(n)-1 Disclosure of returns and return information in connection with written contracts or agreements;
- National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Recommended Security Controls for Federal Information Systems and Organizations (as amended);
- Federal Acquisition Regulation (FAR) (to include, but not limited to Part 24 Protection of Privacy and Freedom of Information and Part 39 Acquisition of Information Technology);
- Department of the Treasury Security Manual (TD P 15-71);
- Department of Treasury Regulation (DTAR);
- Department of the Treasury Acquisition Procedures (DTAP);
- Internal Revenue Manual (IRM) 10.2.13 Information Protection;
- IRM 10.8.1 Information Technology (IT) Security, Policy and Guidance,
- IRM 10.8.2 IT Security Roles and Responsibilities,
- Publication 4812 Contractor Security Controls;
- Internal Revenue Service Acquisition Procedure (IRSAP); and
- Applicable FAR clauses or provisions, and local clauses or provisions contained in (or associated with) the IRSAP or IRS Policy and Procedures Memoranda.

Safeguards should be proportional to the sensitivity of the information, and the context in which it is held, and the likelihood and severity of the harm threatened (which, on occasion, may vary in intensity (as will the response) according to the situation or circumstances). Safeguards shall be subject to periodic review and reassessment, and adjustment, as required or warranted, as determined by the IRS.

(f) General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to contractor personnel authorized and cleared to receive such information that is marked or that fits the definition and could be marked as SBU information (e.g., using identifying page markers or footers such as OOU or LUO, etc.), shall be used only for the purposes of carrying out the requirements of this contract. SBU information shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary and allowed in the performance of the contract and then only to those who have also received a favorably adjudicated security screening and whose duties or responsibilities require logical and/or physical access to the SBU information in order to perform under the contract and are authorized by law to have access to the SBU information. Inspection by or disclosure to anyone other than a duly authorized officer or employee of the

contractor shall require prior written approval of the IRS. Requests to make such inspections or disclosures should be addressed to the cognizant Contracting Officer.

(g) Authority for Disclosure of Returns and Return Information. As allowed under 26 CFR 301.6103(n)-1 (pursuant to the Internal Revenue Code (26 U.S.C. 6103(n)) and subject to the conditions and limitations set forth therein, for the SBU information category of Returns and Return Information

(1) Officers and employees of the Treasury Department (and when applicable, a State tax agency, the Social Security Administration, or the Department of Justice) are authorized to disclose returns and return information (as defined in 26 U.S.C. ? 6103(b)), for the purposes of tax administration, to any person (i.e., which, for the purposes of this clause, is the contractor), to the extent necessary in connection with a written contract or agreement for the acquisition of

(i) Equipment or other property; or

(ii) Services relating to the processing, storage, transmission, or reproduction of returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services.

(2) Any person, or officer or employee of the person who receives returns or return information (i.e., the contractor), may

(i) Further disclose the returns or return information to another officer or employee of the person whose duties or responsibilities require the returns or return information for a purpose described in the preceding paragraph; or

(ii) Further disclose the returns or return information (e.g., to a subcontractor), when authorized in writing by the IRS, to the extent necessary to carry out the purposes described in the preceding paragraphs and as authorized by law. Disclosures may include disclosures to an agent or subcontractor of the person, or officer or employee of the agent or subcontractor.

(3) Pursuant to 26 CFR 301.6103(n)-1 (e) (1)), before a contractor can disclose return or return information to a subcontractor, the subcontractor must agree to permit an inspection by the IRS of its site or facilities, if the agency, at its discretion, makes such a request.

(4) Except as may be provided elsewhere in the contract, the contractor shall neither disclose the identity of the taxpayer (living or deceased) nor any element or aspect of said taxpayers return or return information, at any time, unless authorized in writing by the IRS subject to the contractor clearly showing that such disclosure of such information is essential to successful performance of the contract. Requests to disclose the identity of the taxpayer, or any element or aspect of said taxpayers return or return information shall be addressed to the cognizant Contracting Officer.

(h) Requests and Demands for Testimony and Production of Documents. Pursuant to 26 CFR 301.9000-1 through 301.9000-7, IRS officers and employees, as well as contractors, are required to obtain prior approval before they may produce IRS records or information or testify in judicial or administrative proceedings in response to a demand (subpoena, notice of deposition, court order, etc.). Delegation Order 11-2 (formerly DO-156. Rev. 17) Authority to Permit Disclosure of Tax Information and to Permit Testimony or the Production of Documents (IRM 1.2.49.3) sets forth the IRS officials who may authorize testimony or disclosure of IRS records or information in response to certain requests and demands for such information in accordance with applicable disclosure laws (e.g., IRC §6103, IRC §6104, IRC §6105, IRC §6110, IRC §4424, and the Privacy Act).

The contractor shall alert the COR to any requests or demands for IRS information and (in coordination with the COR) seek advice from the IRS Disclosure Office (headquarters or field office, as appropriate) or contact Ask Disclosure. The IRS Office of Disclosure, in consultation with and on the advice of IRS Office of Chief Counsel or other functional offices, as appropriate, or as specified in Delegation Order 11-2, will provide guidance to include, whether the judicial or administrative proceedings will or will not require testimony authorizations, and what additional steps, if any, are necessary. IRM 11.3.35 Requests and Demands for Testimony and Production of Documents provides additional guidance to include when no testimony authorization is required in an IRS matter (e.g., when testimony or production of records is requested by Government counsel representing the IRS in an IRS matter).

(i) Supervision. All work shall be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor employee may commence work only upon notice of an interim or final approval for staff-like access, notice of revalidation of staff-like access for contractor employee transfers from one IRS contract/order to another, or when escorted access is approved by an IRS official authorized to grant such access, and the escort will be provided by a qualified escort, 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, IRM 10.2.14 Methods of Providing Protection, and IRM 10.8.1 - Policy and Guidance. As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems is not allowed.

(j) 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. For the purposes of this clause (and the security and safeguard measures to be employed), the term subcontractor (and references to subcontract) shall include

- Those in a traditional prime contractor-subcontractor relationship;
- Any person or agent of the prime contractor that has a role in providing

services in performance or in direct support of the immediate contract; and

- Any person or third-party service provider that while not necessarily providing services in performance or in direct support of the immediate contract, does otherwise provide services to the prime contract for daily operations or multiple activities that would give that individual(s) insight into or access to IRS information, or IRS or contractor information systems (at any level) that store or use IRS information (e.g., IT infrastructure support personnel).

Any subcontract (or arrangement or outsourced service) that entails access to SBU information by the subcontractor shall include and flow down the substantially same provisions of this clause. No SBU information or work involving SBU information furnished under this contract shall be released to a subcontractor or subcontracted out without the specific approval of the Contracting Officer (which, for returns and return information, must be in writing), and the completion of appropriate background investigations and clearances for all subcontractor employees to be given access to such information.

In addition, for return and return information, pursuant to 26 CFR 301.6103(n)-1 (e) (3), the contractor shall make the proposed contract or agreement with the subcontractor available to the IRS before execution of any new contract or agreement. And shall make any existing contract or agreement that incorporates this clause, by modification, available upon request.

(k) Accounting for SBU Information. The contractor shall ensure adequate security (that which is necessary to ensure the security objectives of confidentiality, integrity and availability are met) is provided for all IRS information that is collected, processed, transmitted, stored, or disseminated irrespective of ownership of the information system or infrastructure in use and that the security is commensurate with the risk and magnitude of harm that could result from the loss, misuse, or unauthorized access to or modification of such information. All SBU information, regardless of form or format, shall be accounted for upon receipt and properly stored before, during, and after use, handling or processing. This shall include accounting for and maintaining inventories on all registers, ledgers, software, programs, online tools, hardware, peripherals, copiers or other electronic and information technology (EIT) as defined in FAR Part 2 that are used to (or can) log, store, reposit, record, cache, retain, or preserve SBU information. In addition, all related output, deliverables, or secondary or incidental by-products generated directly or indirectly from the source material shall be given the same level of protection as required for the source material.

(l) Internal Revenue Code Confidentiality and Penalty Provisions. Confidentiality requirements for tax returns and return information are established by Section 6103 of the Internal Revenue Code (26 U.S.C. 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 U.S.C. 7213, 7213A and 7431). The willful unauthorized access (commonly referred to as UNAX)

or inspection of any taxpayer records including hard copies of returns and return information as well as taxpayer information maintained on a computer is covered by all of these statutes collectively. Unauthorized access or inspection of taxpayer returns and return information (even if the information is not disclosed) is unlawful.

(m) The Privacy Act. The general purpose of the Privacy Act of 1974, as amended (5 U.S.C. ? 552a) is to balance the Government's need to maintain information about individuals with the rights of the individuals to be protected against unwarranted invasions of their privacy. The Privacy Act establishes special requirements for the Executive Branch of Government when collecting, creating, maintaining, and distributing records that can be retrieved by the name of an individual or other identifier (whether in paper or electronic form). It applies to information on individuals.

(n) Training. Contractor employees who require staff-like access to SBU information or information systems to perform their job duties and responsibilities under the contract, regardless of their physical location or workplace, must have received a favorably adjudicated IRS background investigation, and thereafter, shall complete one or more Information Protection briefings (on an annual basis) on computer security, disclosure, privacy, physical security, and/or UNAX, as specified by CSM commensurate with the assigned risk designations of the position for the work being performed and the category of SBU information to which the employee has access. Individually and collectively, these briefings make up the IRS Security Awareness Training (SAT) requirements for the Services information assets, as described in IRSAP clause 1052.204-9003 IRS Security Awareness Training which must be completed when first assigned, and annually thereafter.

Contractor employees performing in trusted roles that entail significant responsibility for information security, as described in NIST SP 800-53 Recommended Security Controls for Federal Information Systems and Organizations (Revision 3 (AUG 2009)) (*Errata as of May 1, 2010*), NIST Special Publication 800-16 (Rev1), Information Technology Security Training Requirements: A Role- and Performance-Based Model, Treasury Directive Publication (TD P) 85-01 Treasury Information Technology Security Program (Volume 1), Appendix H, IRM 10.8.1 Information Technology (IT) Security, Policy and Guidance, and IRM 10.8.2 IT Security Roles and Responsibilities, (e.g., CIO, CISO, System Administrator, etc.) may be subject to additional, annual requirements for completion of specialized/role-based training, as may be established by IT, Cybersecurity, Security Risk Management.

(o) Non-Disclosure Agreement (NDA). Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2, each contractor employee who requires access to SBU information shall complete, sign and submit to Personnel Security through the CO (or COR, if assigned) an approved NDA. Only contractor employees that have completed NDA and SAT requirements, and have a bona fide need to know, shall be assigned to and permitted to perform work on contracts/orders that entail contractor access to SBU information or IRS information systems. Furthermore, the IRS reserves the right

to revoke access privilege when the disclosure of the information may compromise the interest of the agency or if the Service determines that such disclosure would identify a confidential informant or seriously impair a civil or criminal tax investigation.

(p) Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal and external communications). The contractor shall employ encryption concepts to ensure the confidentiality and integrity of the SBU information. Unless more stringent or specific, minimum security requirements are required elsewhere under the contract, the following safeguards and standards, consistent with security controls under NIST SP 800-53 (or IRM 10.8.1 or Publication 4812, as applicable), are indicative of the level and type of encryption safeguards and protective measures to be employed

- Ensure all disk areas for all computers containing SBU information are encrypted (e.g., by using an Encrypted File System (EFS)).
- Store SBU information on hard disks, but only if contractor-approved security access control devices (hardware/software) have been installed, are receiving regularly scheduled maintenance, including upgrades, and are being used.
- Access control to SBU information stored on systems shall include password security, an audit trail, encryption, virus detection, and, as appropriate, information overwriting capabilities.
- Identify an alternate storage site to retain backup media, in the event the information must be recovered. All backup data that contains SBU information must be encrypted.
- All mobile computing devices shall require and have full disk encryption. This includes, but is not limited to, IT resources, including computers, servers, laptop computers, removable Compact Disk (CD) and Digital Video Device (DVD) media, thumb drives, or any media that can be used to house IRS data that can be easily transported by an individual. All data that resides on removable media must be encrypted to comply with Federal Information Processing Standards Publication (FIPS Pub) 140-2 Security Requirements For Cryptographic Modules.
- Electronic, optical and other removable media shall be kept in a secured area under the immediate protection and control of an authorized employee or locked up. When not in use, the media shall be promptly returned to a proper storage area/container.
- Protect and control information system media during transport outside of controlled areas and restrict the activities associated with transport of such media to employees with an IRS approved interim or final background investigation.

- The contractor must sanitize information, digital, optic, and paper, prior to disposal or release for reuse. Optical mass storage media, including compact disks (CD, CD-RW, CD-R, and CD-ROM), optical disks (DVD) and magnetic-optic (MO) disks must be destroyed by pulverizing, cross-cut shredding or burning. Destruction of media must be conducted only by trained authorized personnel. A log must be maintained to provide a record of media destroyed. The log must include, at a minimum, (i) the date of destruction; (ii) content of media; (iii) identifying serial number or other tracking number, if applicable; (iv) type of media (CD, cartridge, etc.); (v) media destruction performed; (vi) personnel performing the destruction; (vii) and witness(es) to the destruction.

- When SBU information is transmitted across internal and external networks, cryptography (symmetrical or asymmetrical key encryption) should be employed (unless otherwise protected by alternative physical measures (e.g., protected distribution systems)), or in the case where the contractor is relying on a commercial service provider for transmission services as a commodity rather than a fully dedicated service, the contractor shall employ appropriate compensating security controls. The information system must perform all cryptographic operations using FIPS Pub 140-2 validated cryptographic modules with approved modes of operation. A list of NIST validated modules is available at the following link: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm#765>.

- When exchanging SBU information through email or network protocols, encryption shall be used. For routine email with IRS, contractors with access to IRS systems shall apply for access privileges to and use Secure Registration Based Email (SRBE); and contractors without access to SRBE shall use an approved application for digitally encrypting e-mail messages and attachments for transmission. File compression products must be FIP140-2 compliant (e.g., SecureZip). For those contracts that routinely require bulk computer-to-computer file transfers, the contractor shall coordinate with the COR and the IT, Enterprise Operations, Enterprise Computing Center, Mainframe Operations Branch, File Transfer Section on a Secure Data Transfer (SDT) solution.

- The physical environment and the security of that environment must also be addressed to ensure adequate protection of both paper based SBU information and SBU information in electronic form. Whenever possible, computer operations must be in a secure area with restricted access. In situations such as home work sites, remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection that is practical. Minimum physical security requirements must be met, such as keeping SBU information locked up when not in use. Removable media also must be encrypted and labeled SBU information when it contains such information.

(q) Use of Personally-Owned and Other Non-Government Furnished Equipment. In accordance with IRM 10.8.1.5.2.8 Personally-Owned and Other Non-Government

Furnished Equipment, non-government furnished IT equipment includes personally owned and contractor-owned IT equipment (e.g., laptops, PDAs, workstations, digital media, monitors, servers, routers, firewalls); and personally owned equipment shall include all individually owned systems, devices, software, and media (e.g., thumb drive, CD, removable hard drive).

Information that has been determined to have a potential impact on organizations or individuals rating of High for any security objective (confidentiality, integrity, or availability), as described in FIPS 199 Standards for Security Categorization of Federal Information and Information Systems, shall not be stored, processed, accessed, or transmitted using personally-owned equipment.

Personally owned equipment shall not be used to process, access, or store sensitive/classified information, nor shall it be connected to IRS systems and networks directly or via Virtual Private Network (VPN).

Contractors and vendors of the IRS using contractor-furnished IT equipment shall ensure the equipment meets the minimum security requirements detailed in the IRS contract/statement of work. Refer to the Contractors and Outsourced Operations section of IRM 10.8.1 and IRM 10.8.2 for additional detailed information.

Government-furnished equipment (e.g., thumb drives, laptop, printer) shall not be connected to non-government furnished equipment.

Approvals by the Senior Agency Information Security Officer (SAISO)/Chief Information Security Officer (CISO) and Authorizing Official (AO) are required for connection of personally-owned or contractor-owned IT devices to IRS systems or networks.

Refer to IRM 10.8.1.5.2.8 for additional guidance on use or exceptions on use of Personally-Owned and Other Non-Government Furnished Equipment. and IRM 10.8.26 Laptop Computer Security Policy for guidance on minimum security controls to safeguard laptops.

(r) Special Handling or Delivery of SBU information or Work Products Containing SBU Information. Reserved.

(s) Notification Requirement on Prohibitions and Penalties for Unauthorized Disclosure or Misappropriation of SBU Information (in general), Unauthorized Inspection or Disclosure Specifically for Returns and Return Information, and Improper Disclosure of Information Subject to the Privacy Act.

(1) Each officer or employee of the contractor or subcontractor at any tier to whom SBU information may be made available or disclosed shall be notified in writing by the contractor that SBU information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further

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

(2) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information in any format disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure, and, in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a

contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Note: Contractors must make employees aware that disclosure restrictions and penalties apply even after the contract is completed, as well as after employment with the contractor has ended.

(t) Incident and Situation Reporting. Contractor employees should be advised to contact their manager, supervisor or contractor-designated person or office within the first hour that it becomes known, that an information system or SBU information has been compromised (e.g., inspected or disclosed without authorization or disclosed to an unauthorized party, loss or stolen, misdirected, intercepted, hacked, etc.) or other situation has taken place that poses an imminent threat (or resulted in actual harm) to persons or property. Within the first hour, the contractor shall report the incident/situation to the COR (or the CO or other backup when the COR is unavailable). A key aspect of incident management is the timely reporting of significant conditions or situations. Prompt reporting is essential in order to advise all levels of management of conditions that affect the operation of the Service as well as to allow analysis of current information. Concurrent with its reporting it to the COR, the contractor shall report incidents/situations as follows 24x7x365

- All physical security incidents or situations that pose an imminent danger or threat to persons or property (e.g., situations that may require evaluation, containment or shelter-in-place, or medical attention) should be reported to the Situation Awareness Management Center (SAMC) through any of the following methods:
 - o Telephone: (202) 283-4809 (local) or toll free hotline at (866) 216-4809
 - o Fax: (202) 283-0345
 - o E-mail: samc@cirsc.irs.gov ,

As appropriate, also contact local emergency personnel or authorities (e.g., police, fire department, EMT, or on-site personnel with related training or responsibilities).

- All cyber security incidents or losses of CIA shall be reported to the Computer Security Incident Response Center (CSIRC) through any of the following methods:
 - o Telephone: (202) 283-4809 (local) or toll free hotline at 866-216-4809 (or TTY access (Federal Relay Services) 1-800-877-8339)
 - o Fax: (202) 283-0345
 - o Online: <https://www.csirc.web.irs.gov/incident/>
 - o E-mail: csirc@csirc.irs.gov

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

- 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.

The contractor shall also take action to minimize damage or neutralize the potential for further compromise, and thereafter take appropriate, prudent steps to prevent recurrence, or protect the safety of others.

(u) **Administrative Remedies.** Unauthorized inspection(s) or disclosure(s) of SBU by the contractor or its employees, agents or subcontractors, may be considered a breach of the contract. In the event such incidents occur, or when it is determined the contractor has failed to satisfy the safeguard or privacy provisions of the contract and immediate remedial or corrective action cannot be taken by the contractor (or the remedial or corrective action is inadequate or ineffectual), the Contracting Officer may suspend further disclosures of SBU information, invoke the Default clause of the contract (e.g., FAR clause 52.249-8 - Default (Fixed-Price Supply and Service)), incorporated into the contract by reference, or if a termination for default or cause is not in the best interest of the Government, may elect to pursue a termination for convenience (under the clause of that class incorporated into the contract by reference), or employ other administrative remedies available to the Government.

(v) **Dispositioning SBU Information.** As a general rule, it is contrary to the Internal Revenue Code and the general operating policies of the IRS to allow a contractor to retain returns or return information or other categories of SBU information, or federal records released to the contractor in performance of the contract (or created as a result of the contract), after the purposes of (or objectives and service requirements under) the contract have been satisfied, or its term complete.

All SBU information processed during the performance of this contract, or to which the contractor 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 contractors facility(s) and computer systems, and no SBU information will be retained by the contractor either

- (i) when it has served its useful, contractual purpose, and is no longer needed to meet the contractors contractual obligations to the IRS,
- (ii) at the time the IRS work is completed or when the contract expires (whichever comes first), or
- (iii) if and when the contract is terminated (for convenience, default, or cause).

Similarly, any mobile computing devices, EIT equipment and devices, removable storage devices, and optical storage devices shall be purged of SBU information, and any [partial or complete] hard copy printouts, duplications or

transcriptions of SBU information shall be given to the IRS Contracting Officer or his/her designee (e.g., COR), or destroyed, as provided in the contract or instructed by the Contracting Officer.

The contractor shall maintain records on the methods, times and places of disposal or destruction of SBU information.

Typically, exemptions to retain information/data/records beyond the term of the contract are limited to situations in which certain data elements can not be immediately and completely expunged as a result of technical difficulties.

(Note: Exemptions would not include conditions such as a contractor's needs to retain information/data/records in order to comply with industry protocols or standards, or state licensing or practitioner requirements.)

If immediate purging of all data storage components is not possible, the contractor shall make application to the Contracting Officer to retain the SBU information for an additional period and provide the following (for the initial and any subsequent applications)

- (i) The basis for why the SBU information cannot (or should not) be purged at the conclusion of the contract and needs to be retained for the projected retention period (which, for approval purposes, is typically limited to technical difficulties experienced or anticipated with immediate expunging/dispositioning);
- (ii) Written assurances to the Contracting Officer that any SBU information remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure, and the protective measures that will be implemented to safeguard SBU information (e.g., locked containers, encrypted files, limited role-based access, etc);
- (iii) A projected retention period or timeline on how long the information may need to be retained; and
- (iv) If and when requested, any additional information the IRS may need to make its determination to allow (or not allow) the contractor to retain the SBU information at issue.

The Contracting Officer, in consultation and coordination with the end user (originating office)/Business Operating Division, Privacy, Disclosure and appropriate Service components with security related functions or responsibilities, will advise the contractor of the agency's decision. Approval to retain SBU information beyond the period when it should normally have been returned, purged, destroyed, or otherwise disposed or dispositioned, as instructed, shall be at the sole discretion of the IRS. Approval, if given, may be affected by the parties, as determined appropriate, under the existing contracting vehicle, or by entering into a separate, written Memorandum of Understanding or Agreement that will establish the period of the hold/retention (forbearance on the immediate return of SBU information), and the terms and conditions of such an agreement (to include elements presumably similar to those in the subject contract with respect to safeguarding SBU information, and the criminal or

civil sanctions the vendor may be subject to for unauthorized disclosure or inspection of the held/retained SBU information, or for its loss, theft, or alteration without proper IRS authorization).

Even in those rare instances when an exemption is allowed, the Services limits of patience in the time and effort necessary for expunging (or otherwise properly disposing of) its data/information should not be tested, and its insistence on full, complete and timely compliance is not subject to negotiation.

Failure to return all SBU information to the IRS to include derivative works produced in performance of the contract provide verification, to the satisfaction of the IRS, of the comprehensive removal of SBU information and successful purging of said SBU information from the contractors information systems and equipment (at either the end of the contract or any subsequent period allowed for) as requested or demanded by the Government, may subject the contractor to the full extent of rights and remedies available to the Government under the contract still in effect, or if appropriate, penalties or punishments provided by law. For example, the Contracting Office may explore withholding or delaying final payment, as may be allowed under payment-related contract clauses, as one administrative remedy to ensure compliance; or as appropriate, rate past performance assessments to reflect any failure to comply; or, when justified, pursue criminal or civil penalties provided by law for unauthorized inspection or disclosure of SBU information or violations of Privacy Act protections or requirements for handling federal records.

(w) Other Safeguards. [Insert any additional disclosure safeguards provided by the requisitioner or that the Contracting Officer determines are necessary and in the best interest of the Government and not addressed elsewhere in the contract.]

[End of Clause]

H.6 IR1052.239-9007 ACCESS, USE OR OPERATION OF IRS INFORMATION TECHNOLOGY (IT) SYSTEMS BY CONTRACTORS (AUG 2010)

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

(a) IRS Information Technology Security Policy and Guidance.

All current and new IRS contractor employees authorized staff-like (unescorted) access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts which involve the design, operation, repair or maintenance of information systems and access to sensitive but unclassified information shall comply with the [IRS Information Technology Security Policy and Guidance, Internal Revenue Manual \(IRM\) 10.8.1](#). A copy of IRM 10.8.1 may be requested from the Contracting Officer or Contracting Officer's Representative (COR) or obtained from the publicly available portions of the IRM at <http://www.irs.gov/irm/>.

(b) Access Request and Authorization.

Within 10 business days after contract award, issuance of a task order or other award notice, or acceptance of new or substitute contractor employees by the COR, the contractor shall provide the COR and the Contractor Security Lifecycle Program, (CSLP) a list of names of all applicable contractor employees and the IRS location(s) identified in the contract for which access is requested. A security screening, if determined appropriate by the IRS and in accordance with [IRM 10.23.2, Contractor Investigations](#), and [Department of the Treasury Security Manual \(TD P\) 15-71, Chapter II, Section 2](#), will be conducted by the IRS for each contractor employee requiring access to IRS' IT systems, or as otherwise deemed appropriate by the COR. The Government reserves the right to determine the fitness or suitability of a contractor employee to receive or be assigned staff-like access under a contract, and whether the employee shall be permitted to perform or continue performance under the contract. Security screenings of contractor employees which reveal the following may be grounds for declining staff-like access under a contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or failure to file or pay Federal income tax. (Note: This is not an inclusive list.) Upon notification from Personnel Security of an acceptable (favorably adjudicated) contractor employee security screening, the COR will complete an Online 5081 (OL5081), Automated Information System (AIS) User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each employee indicating the contractor employee has read and fully understands the security requirements governing access to the Service's IT systems. IRS approval of the OL5081 is required before a contractor employee is granted access to, use or operation of IRS IT systems. IRM 10.8.1 includes more detailed information on the OL 5081.

(c) Contractor Acknowledgement.

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

(d) Limited Personal Use of Government IT Resources.

Contractors, like 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. However, as a courtesy, the privileges (and restrictions) established by [IRM 10.8.27, IRS Policy On Limited Personal Use of Government Information Technology Resources](#) for employees, are extended to contractors.

Contractors, like employees, have the privilege to use Government IT resources for nongovernmental purposes when such use:

- involves minimal additional expense to the Government;
- occurs during non-work hours for reasonable duration and frequency;
- does not violate the Codes of Ethical Conduct;
- does not overburden any of the IRS' IT resources;
- does not adversely affect the performance of official duties;
- does not interfere with the mission or operations of the IRS; and
- complies with existing Federal Government, Department of the Treasury, and IRS policies for, but not limited to— ethics, security, disclosure, and privacy.

Contractors, like employees, are specifically prohibited from inappropriate Internet usage such as participation in: gambling, pornography, personal communication on social networking sites, peer-to-peer (P2P) file sharing, downloading unauthorized programs or software, and other activities that open IRS information or information systems to security risks. Specific examples are referenced in [IRM 10.8.27, Exhibit 10.8.27-1, Prohibited Uses of Government IT Resources](#).

Contractors, like employees, are specifically prohibited from the pursuit of private commercial business activities or profit-making ventures using the Government's IT resources. The ban also includes the use of the Government's IT resources to assist relatives, friends, or other persons in such activities.

Contractors, like employees, are specifically prohibited from engaging in any political fundraising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity, in accordance with, Title 5 - Code of Federal Regulations (CFR) - Part 735, Office of Personnel Management, Employee Responsibilities and Conduct.

Contractors, like employees, should have no expectation of privacy, while using any Government IT resources at any time, including (but not limited to) accessing the Internet or using e-mail.

Any unauthorized use may be reported to the Contracting Officer's Representative (COR), the Contracting Officer, and the Computer Security Incident Response Center (CSIRC) (for subsequent referral to the Department of Treasury Inspector General for Tax Administration (TIGTA) and/or the Personnel Security, Centralized Adjudication Group (CAG), as appropriate).

(e) Replacement Personnel.

The contractor acknowledges that in the event of an alleged violation of the policies and rules on access, use or operation of IRS' IT resources, the IRS, at its discretion, may immediately withdraw access privileges of the contractor employee alleged to have violated said policies and rules, and request suspension of that employee from performance under this or any IRS contract pending the conclusion of its

investigation of the matter. At the conclusion of the its investigation, if the IRS determines that extended or permanent revocation of access to IRS' IT resources computer systems and/or facilities, or other disciplinary action is warranted or in its best interest, the contractor agrees to remove the contractor employee that was the subject of the investigation within one day of official notification by the IRS of its access eligibility determination, and provide a replacement within 5 calendar days. Replacement personnel must be acceptable to the IRS. The proposed replacement personnel must have a substantive amount of experience in the job position in which they will be performing; including equal or greater qualifications as the individual being replaced. In evaluating proposed replacement personnel, the IRS reserves the right to make an assessment on the technical and/or professional qualifications of the proposed substituting individual(s). The Contracting Officer (on the advice and recommendation of the COR) has the right to disallow the proposed substituting individual(s) from performing under the subject contract, when the technical and/or professional qualifications of the proposed replacement personnel are determined (1) not to be substantially equivalent to the technical and/or professional qualifications of the personnel they are to replace, or (2) not sufficient to reasonably insure successful performance, or (3) otherwise endanger contract performance, progression, or completion. New hires or replacement personnel are subject to and must receive an acceptable (favorably adjudicated) contractor employee security screening conducted by Personnel Security.

(f) Monitoring Notification.

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

(g) 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 ATSPC.

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 ATSPC (e.g. security staff). Uniforms are subject to COR approval.

Uniforms must 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: <http://www.arnet.gov/far/>

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

<u>NUMBER</u>	<u>TITLE</u>
52.202-1	DEFINITIONS (JAN 2012)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL.(JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION & FIRST TIER SUBCONTRACT AWARDS (AUG 2012)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (FEB 2012)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--

- MODIFICATIONS (OCT 2010)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
- 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
Clause fill-in terms: The Contracting Officer may exercise the option by written notice to the contractor within the performance period of the contract.
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
*Clause fill-in terms:
(a) The government may extend the term of this contract by written notice to the contractor within the performance period of the contract; provided that the government gives the contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires.
(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.*
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE (NOV 2011)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (DEC 2010)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 52.222-37 EMPLOYMENT, REPORTS VETERANS. (SEPT 2010)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS.(FEB 2009)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (JUL 2012) *Clause Fill-In Terms: (D) The Environmental Point Of Contact For This Contract: [mail to bioreport@ecm.treasury.gov](mailto:mail_to_bioreport@ecm.treasury.gov)*
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
- 52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)-- ALTERNATE I (JUL 1995)

- 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)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
- 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 POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG 2012) *Clause Fill-In Terms: (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.*
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (OCT 2010)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2008)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 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 CHANGES-FIXED-PRICE (AUG 1987)
- 52.243-3 CHANGES-TIME & MATERIALS OR LABOR-HOURS (SEP 2000)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (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) ALT IV IV (SEP 1996)

- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
Fill-In Terms: (b) The use in this solicitation or contract of any Department Of Treasury (48 CFR 10) clause with an authorized deviation is indicated by the addition of "(deviation)" after the name of the regulation.
 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

- 52.222-6 DAVIS-BACON ACT (JULY 2005)
 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
 52.222-8 PAYROLLS AND BASIC RECORDS (JUNE 2010)
 52.222-9 APPRENTICES AND TRAINEES (JULY 2005)
 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)
 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)
 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
 52.228-1 BID GUARANTEE (SEP 1996)
Clause Fill-In Terms: (C) The amount of the bid guarantee shall be 20 percent of the bid price or \$(to be determined at time additional services are requested for construction), whichever is less. (C)The amount of the bid guarantee shall be 20 percent of the bid price or \$(to be determined at time additional services are requested for construction), whichever is less.
 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
 52.228-11 PLEDGES OF ASSETS (JAN 2012)
 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
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)
 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
Clause Fill-In Terms: (To Be Determined At Time Additional Services Are Requested For Construction).
 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 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM RE-
REPRESENTATION. (APR 2012)**

(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 re-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 re-represent its size status in accordance with the size standard in effect at the time of this re-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/services/contractingopportunities/sizestandardsttopics/>.

(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 re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-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.3 52.216-18 ORDERING (OCT 1995)

[THIS CLAUSE IS APPLICABLE ONLY TO SUPPLIES/SERVICES PROVIDED PURSUANT TO SECTION C, ITEM C.4, ADDITIONAL SERVICES.]

(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, Option I, II, III, IV, and V Periods) through ending date of the applicable contract period (Base, Option I, II, III, IV, and V Periods).

(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.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

[THIS CLAUSE IS APPLICABLE ONLY TO SUPPLIES/SERVICES PROVIDED PURSUANT TO SECTION C, ITEM C.4, ADDITIONAL SERVICES.]

(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** (applicable to Additional Services Task Order only);

(2) Any order for a combination of items in excess of **\$500,000** (applicable to Additional Services Task Order only); or

(3) A series of orders from the same ordering office within 30 calendar 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 5 business 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.5 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY (IT IS NOT A WAGE DETERMINATION):

23130 Maintenance Carpenter WG-10; 24041 Computer Operator-I GS-10; 23160 Maintenance Electrician WG-11; Electronics Technicians (23181 Maintenance-I GS-10), (23182 Maintenance-II GS-11), (23183 Maintenance-III GS-12); 23290 Fire Alarm System Mechanic WG-11; 23370 General Maintenance Worker WG-10; 23410 Heating, Refrigeration & A/C Mechanic WG-11; 23580 Maintenance Trades Helper WG-10; 23760 Maintenance Painter WG-11; 23810 Maintenance Plumber WG-11; Secretary-I GS-5

(End of clause)

I.6 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR & OPTION CONTRACTS) (Sep 2009)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair

Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

I.7 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), 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, 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, 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, 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,

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 \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

I.8 52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

[THIS CLAUSE APPLIES TO THE BASE PERIOD AND EACH CONTRACT OPTION PERIOD.]

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

(End of clause)

I.9 1052.201-70 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.10 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 business 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 business 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 business 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 an 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, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

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

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

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC

1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

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

(End of clause)

I.11 1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

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.12 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (MAR 2011)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (**If evaluations are to be conducted more or less frequently than annually, modify this sentence as appropriate.)

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

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

b. Electronic Access to Contractor Performance Evaluations

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

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

[End of clause]

I.13 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 online 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**

Exhibit Number	Title of Exhibit/Attachment	No. of Pages	File Types other than Word
B-1	Price Schedule	20	Excel
E-1	Performance Requirements Summary Table (PRST)	17	Excel
H-1	DOL Wage Determination No. 2005-2133, Rev. No. 11, Dtd 06/13/2012	10	
H-2	General Decision Number: GA120304 09/28/2012 GA304	6	
[Technical Exhibits]			
TE-1	General Location and Site Information	1	
TE-2	Facility Components and Equipment	2	
TE-3	Service Call History	--	Excel
TE-4*	Public Buildings Preventive Maintenance Guides	--	
TE-5	Equipment Inventory List	40	Excel
TE-6	Required Submittals and Reports	2	
TE-7	Government Furnished Equipment and Space	1	
TE-8	Glossary of Terminology	3	
TE-9	Applicable Regulations and References	4	
TE-10	Infrared Testing Requirements	1	
TE-11	[Reserved]	--	--
TE-12	[Reserved]	--	--
TE-13	Environmental Management System	9	
Attachment No.			
1	Quality Assurance Surveillance Plan (QASP)	18	
2	Past Performance Questionnaire	4	

*EXHIBIT AVAILABLE UPON REQUEST

EXHIBIT B-1
Price Schedule

NOTICE: Exhibit B-1 is an excel file that is provided as separate document when accessing the solicitation electronically.

TE-1**General Information, Location, and Site Information**

The Atlanta Submission Processing Center (ATSPC) facility is classified as a light industrial facility, not general office space.

Address:

Internal Revenue Submission Processing Center
4800 Buford Hwy
Chamblee, GA 30341

ATSPC consists of a 17-acre installation with a single story approximately 333,300 SF (gross)(30964.58sqm) building in Chamblee, GA. The installation is owned by the United States General Services Administration (GSA) and provided to the Internal Revenue Service (IRS) for use through a Building Delegation Agreement. The terms: Atlanta Submission Processing Center, Atlanta Service Center, Service Center, Chamblee Site and ATSPC, are used interchangeably and all refer to the 4800 Building and site.

The 4800 Building was constructed in two phases during the 1960s. The original central core of about 200,000 SF (18580.61sqm) was completed in 1963 followed by the west wing in 1968. The slab-on-grade building has concrete masonry unit (CMU) exterior walls with a brick veneer. The top roof is a mechanically fastened thermoplastic membrane over rigid insulation on a corrugated metal deck/slab. This roof covers two earlier BUR systems. The roof is supported by a system of steel beams, trusses, and columns. A series of mechanical penthouses are also supported by the roof support system. The building interior has a combination of CMU, drywall on stud, and de-mountable partitions. Ceilings are almost exclusively suspended acoustic tiles. Flooring is primarily vinyl asbestos tile (some of which is VCT but laminated using adhesives containing asbestos). Some office areas and corridors have had the tile abated are upgraded with carpet.

The improved grounds include 305,400 SF (28372.59sqm) of parking, roads and sidewalks including three paved parking areas with approximately 1018-vehicle capacity, and approximately 3,500 linear feet (1066.80m) of perimeter security fence.

Hours of Operation

The ATSPC operates 24 hours each day, every day of the week, every day of the year. There are periods, particularly between January and June, when the Center operates at a higher intensity. All equipment and systems at the Service Center are considered to be operational 24 hours a day although the level of operation may be different depending on the operating intensity. The daily population at Chamblee will range between a peak of about 2500 in April to of about 900 during early November. Night and weekend populations are minimal except during the peak Filing Season from April – May.

TE-2**FACILITY COMPONENTS AND EQUIPMENT**

Building components and systems

Building structure:

- a. Foundation
- b. Support steel
- c. All masonry brick work inside and out
- d. Roofs & flashings
- e. All interior walls, floors, ceilings
- f. All facades
- g. All hand railings and stairways.
- h. Loading dock leveling devices (two each hydraulic).
- i. All interior and exterior doors and operators (including roll up doors and door operators)
- j. Anything attached to the building not included above or excluded elsewhere

Building Site:

- a. All driveways and parking lots
- b. All sidewalks and patios
- c. Exterior lighting attached to the structure
- d. Parking lot lights
- e. All guard shacks (including internal electrical and HVAC systems)
- f. All fencing (excluding periodic painting, damage repairs, and modifications)
- g. All gates
- h. All gate operators (excludes repair of problems due to interface with building security system).
- i. All back flow preventers in pits (total 4) including annual testing as required by Dekalb County.
- j. Two Post Indicator Valves for incoming sprinkler supply lines.
- k. Storm drains and drain lines (to the point where they empty into the creek)
- l. Sanitary drain lines (to the point where they intersect the Dekalb County main)
- m. Piping for creek flow under roadway (at Buford Hwy entrance)
- n. Anything other structure not included above or excluded elsewhere

Building Equipment & Systems:

- a. All flooring systems
- b. Public Address System
- c. All HVAC
- d. All plumbing systems
- e. All pneumatic system
- f. All electrical distribution systems.
- g. All lighting systems (excluding repairs to systems furniture task lighting)
- h. All cafeteria equipment (excluding out of service (OOS) equipment such as the abandoned in place steam boiler)

- i. All grease traps (Bidders be advised that the two small grease traps will soon be replaced with a minimum 1500 gallon central trap. This new trap will be included in the contract at no additional cost to the Government.)
- j. Diesel-electric generators
- k. The central UPS unit is excluded from the Contract. The electrical distribution equipment supplying electricity to and from the UPS is included in the contract.
- l. Fire alarm system (includes maintenance, operation, annual testing, and all repairs). Includes labor hours to respond to all trouble and alarms.
- m. Building wide sprinkler system. Includes all maintenance, testing, and repairs (all work on the sprinkler system to be completed in accordance with NFPA 13, 13R, and 25.
- n. All government owned cafeteria equipment (does not include vending machines).
- o. All interior architectural components.

Equipment and systems specifically **excluded** from the Contract:

- a. All furniture systems
- b. All computer systems (excluding those computers serving the BAS and Contractor owned equipment)
- c. Electronic security system, cameras, etc.
- d. 'White noise' systems now in place
- e. Telecommunications systems
- f. Portable Public Address systems
- g. Fork lifts, pallet jacks, etc except the manual unit included in the inventory
- h. Central Uninterruptible Power Systems (However, Contractor is responsible for maintenance, testing, and repair of all associated switchgear. Also, the IRS may add UPS maintenance, testing, and repair via Additional Service Request at a later date.)

TE-3

Service Call History

(Excel file provided as separate document)

TE-5
Equipment Preventive Maintenance List
(Excel file provided as separate document)

TE-6
LIST OF REQUIRED RECORDS AND REPORTS

Reports will be developed in coordination with the COR and provided via the CMMS and/or in paper form (per COR approval). **The following reports are identified as initial requirements and are representative of the data that shall be available in the CMMS or other data base system.** Additional recurring and one-time reports may be required.

Daily:

Out of service equipment status report
 Shift tour requirements (completed as performed and made available as requested)

Daily, Before Shift, or Before Use

Aboveground Day Tanks, and Waste Grease Drum – Tanks and drums covered by a Spill Prevention, Control and Countermeasures Plan must be visually inspected daily.

Weekly:

Cafeteria Grease Trap Maintenance Report

Monthly:

Refrigerant Management Plan and Monthly Log Submittals

- a. Individual Refrigerant Log for Refrigerant Accountability
- b. Refrigerant Accountability Log
- c. Refrigerant Oil Inventory and Usage Log

Monthly Chemical Water Treatment Reports (for hot water, chilled water, and condenser water loops)(includes separate report of air cooled chiller loop if isolated from main chilled water loop)

Monthly completed PM Data Sheets

Quality Control Checklist

Completed ERC tickets reports

Service call log for verbal service requests

Day Tanks – Tanks covered by a Spill Prevention, Control and Countermeasures Plan must be visually inspected and tested monthly.

Fire Extinguishers – Visual inspection

Permits - Determine which permits require renewal in the next month

Respirators – Certified inspection of respirators used for emergencies.

Underground Storage Tanks (UST) - Leak detection of UST and pressurized underground piping must be monitored at least monthly or have annual tightness test.

2 Months:

Employee alarm systems - Test non-supervised employee alarm systems every two months

6 Months:

Vent Hood Cleaning Report

Electrical protective devices – Annually test rubber insulating gloves.

Fire extinguishing systems, fixed – Check weight and pressure of refillable containers at least semi-annually.

Annually:

Potable Water analysis and Treatment Report (annually if requested)

Annual Boiler Inspection – including exhaust gas readings before and after tuning.

Boiler and unfired pressure vessel reports

Boiler hydrostatic testing reports

Pneumatic Controls Calibration report (annual and as required)

Chiller oil analysis report

Chiller PM report

Quality Control Inspections (Initial and Annually)

Completed ERC tickets reports

Annual Electrical Testing Reports

Proof of Employee Notification about ACM in the facility

Snow removal plan – by November 1 each year.

Day Tanks – Tanks covered by a Spill Prevention, Control and Countermeasures Plan must be visually inspected and tested annually.

Asbestos – Retraining annually; Annual medical evaluation depending on type and time of work.

Bloodborne Pathogens - Review and update Exposure Control Plan annually; Retraining annually

Confined Spaces - Annual review of the permit-required confined space program; Retraining annually for employees with rescue duties.

Electric Power Generation, Transmission, and Distribution – Annual inspection to verify compliance with safety-related work practices; At least annually, certified inspection of the energy control procedures including review of each authorized employee.

Electrical protective devices – Annually test rubber insulating blankets and rubber insulating sleeves.

Emergency Response Plan – Retraining annually

Environmental Compliance Self-Assessment or external audit

Environmental Management System Self-Assessment or external audit
Exposure and Medical records – Annually inform employees of right to access records.
Fire Extinguishers – Annual maintenance check; Retraining annually.
Fire extinguishing systems, fixed – Annual inspection; Retraining annually
Lockout / Tagout – At least annually, certified inspection of the energy control procedures including review of each authorized employee.
Occupant Emergency Plan - Review plans and organizations annually; Participate in at least one fire drill per year.
Respirators – Retraining annually, where respirators are required; Annual review of respirator program.
Safety Compliance Self-Assessment or external audit
Spill Prevention Control and Countermeasure Plan – Retraining annually
Water Quality – Review annual report for each facility.

As Requested:

Hazardous Materials Wastes Manifests (as generated)
Copies of all subcontracts (as generated)
Documentation of Medical Surveillance and Respiratory Protection Compliance (as completed)
Documentation of training and licenses for ACM Removal (as completed)
Copies of Safety and Health Plans (as requested)
Material Safety Data Sheets (as required)
Lamp Replacement Program (within 30 days of contract start and as requested)
Asbestos Fiber Release Report (as required)
Shift tour requirements (as requested)
Completed Shift Tour Logs (as requested)
Maintenance Repair records for each piece of equipment (as requested)
Utility meter readings (as requested) (Electrical utility meter reading excluded – provided by others)
Ductwork cleaning report (within 10 days of completion)

Before Contract Start Date:

Copy of proposed Lock Out/Tag Out Program (before Contract start date)
Low pressure chiller operating procedures (before Contract start date)
Boiler operating procedures (before Contract start date)
Lamp Replacement Program (within 30 days of contract start)

TE-7**GOVERNMENT FURNISHED EQUIPMENT**

Items or equipment provided to the Contractor by the Government for use during the Contract period. The Contractor is required to use this equipment and material during the normal course of work. The Contractor is also required to maintain and repair all Government furnished equipment in accordance with GSA Maintenance Guides and manufacturer's recommendations up to the Contract dollar threshold level.

- Pipe threader
- Computer work station for building automation system.
- Electric pressure washer
- Telephone
- Two way radio's – 8 each Vertex VX-160U with 1100mAh battery packs and chargers.
- Portable derrick and hoist

- Roof cart
- Wire welding machine
- 8 lockers
- Refrigerator
- Hazardous materials storage area
- Misc work tables and cabinets
- Refrigerant container storage cabinet with leak detector.
- Lighting cart
- Work cart
- Miscellaneous spare parts and supplies.
- Keys –
All available technical publications and manuals

- All replacement access floor tiles will be provided by the Government (unless they are damaged by the actions of the Contractor).

TE -8

GLOSSARY OF TERMINOLOGYDEFINITIONS.

Alteration. The work required to adjust internal space arrangements, support office relocations, or modify other physical characteristics of an existing real property facility so that it may be more effectively adapted to or utilized for its designated purpose; categorized as construction.

As-is Condition. The present state of any object at the time it is evaluated, given, received, or exchanged.

Building Operations Plan (BOP) A plan that describes how the facility will be operated to insure the mission is accomplished, energy management goals are set and achieved, equipment is inspected to validate the operational condition and status, and set procedures to respond to unusual or emergency conditions.

Certification Testing. The testing, by and independent firm, of fired and unfired pressure vessels, high voltage switch gear, grounding systems, fire detection and suppression systems, backflow preventers, and weight handling equipment to insure that established standards are met.

Component Part. Any part which is detachable or removable from the main body or main assembly of the item or system.

Construction. Construction is the addition, expansion, extension, alteration, or conversion of an existing real property facility. Includes demolition of facilities to be replaced, supporting utilities, roads, parking lot, equipment installed in and made a part of such facilities, related site preparation, excavation, filling, and landscaping, or other land improvements.

Contract Discrepancy Report (CDR). A report sent by the Government to the Service Provider that the Service Provider is required to complete if any element of performance under this contract is unsatisfactory based on the Acceptable Quality Level (AQL) identified in the Performance Requirements Summary (PRS). The CDR requires the Service Provider to explain to the Contracting Officer, in writing within 1 workday, why performance is unsatisfactory, how performance shall be returned to satisfactory levels, and how recurrence of the problem shall be prevented in the future.

Deficiency. An existing condition identified during the Phase-In inspection which costs \$500 or more in labor and materials to correct.

Existing Condition. A need for repair that exists prior to the start of full contract services and may be identified during the phase-in inspection.

Facility Operations. The recurring day-to-day work to keep equipment and systems in operation, preserve its useful life, or restore it to operation such that it may be utilized for its designated purpose. The intent of operation, maintenance, repair and inspection is to minimize malfunction and deterioration of equipment, ensure efficient operation, and provide an overall balance of acceptable levels of reliability at the lowest life cycle cost. Tasks include but are not limited to startup and shutdown, inspection, cleaning, lubrication, adjustment, calibration, belt and filter changes, and water treatment for all steam, condensate return, hot water, chilled water, condenser water, and process water systems.

Federal Holidays. IRS business operations will be closed on Federal holidays except for essential personnel. Holidays, which fall on Saturdays, are observed on the Friday immediately

before the holiday. However, when the holiday falls on a Sunday, the subsequent Monday is observed as the holiday. Federal holidays in each calendar year are identified as follows:

New Year's Day, January 1
 Martin Luther King's Birthday, the third Monday in January
 President's Day, the third Monday in February
 Memorial Day, the last Monday in May
 Independence Day, July 4
 Labor Day, the first Monday in September
 Columbus Day, the second Monday in October
 Veteran's Day, November 11
 Thanksgiving Day, the fourth Thursday in November
 Christmas Day, December 25

Imminent Danger. A condition that immediately threatens the loss of life or serious injury or illness of an employee.

Inactive Equipment. Equipment not currently in use that may be placed back in service during the contract performance period.

Performance Requirements Summary (PRS). A tabular summary of contract requirements itemized by work requirements, standards of performance, and acceptable quality level (AQL) that is used by the Government to assess monthly Service Provider performance. It is the primary basis for deducting for partially performed, unsatisfactorily performed, and non-performed work. The PRS is located in .

Periodic Inspection. This method, sometimes called "planned sampling," consists of the evaluation of tasks selected on other than a 100 percent or random basis. It may be appropriate for tasks that occur infrequently, and where 100 percent inspection is neither required nor practicable. A predetermined plan for inspecting part of the work is established using subjective judgment and analysis of agency resources to decide what work to inspect and how frequently to inspect it.

Preventive Maintenance (PM). PM consists primarily of inspection, cleaning, lubrication, adjustment, calibration, corrosion control, touch-up painting, and minor part and component replacement (e.g. filters, belts, hoses, fluids, hardware, etc.) as required to increase the reliability of equipment by minimizing malfunction, breakdown, and deterioration of equipment; and the identifying of any repairs required to bring the equipment up to the manufacturer's operating standards.

Preventive Maintenance (PM) Frequency. PM shall be performed at the following frequencies.

Weekly. To be acceptable, weekly tasks must be satisfactorily accomplished 52 times during the contract year. Work must be in accordance with the approved schedule. Failure to perform 52 PM actions during the contract year or failure to meet the scheduling criteria will cause deductions to be taken in accordance with Section .

Monthly. To be acceptable, monthly tasks must be satisfactorily accomplished 12 times during the contract year. Work must be in accordance with the approved schedule. Failure to perform 12 monthly PM actions during the contract year or failure to meet the scheduling criteria will cause deductions to be taken in accordance with Section .

Quarterly. To be acceptable, quarterly tasks must be satisfactorily accomplished four times during the contract year. Work must be in accordance with the approved schedule. Failure to perform four quarterly tasks during the contract year or failure to meet the scheduling criteria will cause deductions to be taken in accordance with Section .

Semi-Annual. To be acceptable, semi-annual tasks must be satisfactorily accomplished two times during the contract year. Work must be in accordance with the approved schedule. Failure to perform two semi-annual tasks during the contract year or failure to meet the scheduling criteria will cause deductions to be taken in accordance with Section .

Annual. To be acceptable, annual tasks must be satisfactorily accomplished one time during the contract year. Work must be in accordance with the approved schedule. Failure to perform one annual task during the contract year or failure to meet the scheduling criteria will cause deductions to be taken in accordance with Section .

Greater than Annual. To be acceptable, all greater than annual tasks must be satisfactorily accomplished during the base year unless justified to and approved by the COR.

New Project Work.

Additional Services ordered by the Government to support miscellaneous customer services, building repairs, and minor construction and improvements. It is also sometimes referred to as “New Work.”

Quality Assurance (QA) Program. A program implemented by the Government to evaluate the output quality and responsiveness of the Service Provider to ensure that the Government receives the services for which public funds are expended. It is emphasized that the Government's quality assurance program is not a substitute for the quality control program implemented and administered by the Service Provider.

Quality Control Program (QCP). A method used by the Service Provider to evaluate the output quality and responsiveness of services rendered versus specific requirements of this contract. It includes but is not limited to routine inspections performed and documented by supervisory personnel to ensure the control of the quality of goods and services provided to the Government.

Response Time. The time allowed the Service Provider after initial notification of a work requirement to be physically on the premises at the work site with appropriate tools, equipment, and materials ready to perform the work required. Response times are designated in the appropriate paragraphs of this specification.

R.S. Means. A job estimating system commonly used by the construction industry developed by R.S. Means Company, Inc., which is also used by the Government for estimating cost and data for all phases of construction, maintenance, and repair cost determination.

ACRONYMS.

<u>ACRONYM</u>	<u>DEFINITION</u>
A/C	Air Conditioning
ACM	Asbestos Containing Material
AHU	Air Handling Unit
APM	Asbestos Program Manager
BDS	Building Delegations Section
BOP	Building Operations Plan
CMMS	Computerized Maintenance Management System
CO	Contracting Officer
COR	Contracting Officer's Representative
D.C.	Direct Current
EPA	Environmental Protection Agency
ERC	Employee's Resource Center
G & A	General and Administrative
GSA	General Services Administration
HQ	Headquarters IRS, located in Washington, DC
HVAC	Heating, Ventilation, and Air Conditioning
IAW	In Accordance With
ID	Identification
IDIQ	Indefinite Delivery Indefinite Quantity
IRS	Internal Revenue Service
LO/TO	Lock Out/Tag Out
MCC	Motorized Control Center
MCE	Maintenance Control Equipment
MEO	Most Efficient Organization
MG	Motor Generator
MSDS	Material Safety Data Sheet
OSH	Occupational Safety and Health
OSHA	Occupational Safety and Health Agency
PDU	Power Distribution Unit

<u>ACRONYM</u>	<u>DEFINITION</u>
PM	Preventive Maintenance
PMNo	PM Checklist Number
POC	Point of Contact
PPE	Personal Protection Equipment
PWS	Performance Work Statement
QC	Quality Control
QCP	Quality Control Program
RCM	Refrigeration Compliance Manager
RUPS	Rotating Uninterrupted Power Supply
UPS	Uninterrupted Power Supply

TE-9
APPLICABLE REGULATIONS AND REFERENCES

1. INDUSTRY STANDARDS

<u>NUMBER</u>	<u>TITLE</u>
ANSI A40.8-55	National Plumbing Code
ASME	Boiler and Pressure Vessel Code
ASME CSD-1	Controls and Safety Devices for Automatically fired boilers
IEEE 80	Guide to Safety in AC Substation Grounding
NEC	National Electric Code
ASHRAE Guideline 3-1996	Reducing Emission of Halogenated Refrigerants in Refrigeration and Air Conditioning Equipment and Systems
ANSI/ASHRAE Standard 15-1994	Safety Code for Mechanical Refrigeration
ANSI/ASHRAE 34- 1997	Designation and Safety Classification of Refrigerants
ANSI/ASHRAE 62- 1999	Ventilation for Acceptable Indoor Air Quality
ANSI/ASHRAE 135- 1995	BACnet Data Communication Protocol for Building Automation and Control Networks
ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) Standards
NFPA	National Fire Protection Association
NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 25	Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems
NFPA 30	Flammable and Combustible Liquids Code
NFPA 58	Liquefied Petroleum Gas Code
NFPA 70	National Electrical Code
NFPA 72 and 90A	National Fire Alarm Code, Standard for the Installation of Air- Conditioning and Ventilating Systems
NFPA 780	Standard for the Installation of Lightning Protection Systems
National Board of Boiler and Pressure Vessel Inspectors Code	

2. INTERNAL REVENUE MANUALS (IRM)

<u>NUMBER</u>	<u>TITLE</u>
IRM 1.16.1	Physical Security Standards
IRM 1.16.6	Emergency Management and Emergency Occupancy
IRM 1.23.1	Personnel Security Office Procedures

<u>NUMBER</u>	<u>TITLE</u>
IRM 1.23.2	Contractor Investigations
IRM 1.23.3	Background Investigations Guide
IRM 1.9.1	Description of National Security Clearance Levels
IRM 1.9.2	Procedures for Classifying Information
IRM 1.9.3	Safeguarding Classified Information
IRM 1.9.4	Defining Security Violations
IRM 24.10.1	IT Security

3. EXECUTIVE ORDERS

<u>NUMBER</u>	<u>TITLE</u>
10450	Security Requirements for Government Employment
12968	Access to Classified Information

4. TREASURY SECURITY MANUALS

<u>NUMBER</u>	<u>TITLE</u>
TD P 71.10	Treasury Security Manual

5. FEDERAL LAWS

Resource Conservation and Recovery Act (RCRA). The law was enacted in 1976 and covers regulations 40 Code of Federal Regulations (CFR) Parts 146, 148, and 260 – 299. These parts regulate facilities like IHDIV, NSWC that manage and/or dispose of hazardous waste.

Toxic Substances Control Act (TSCA). The law was enacted in 1976 and covers regulations 40 CFR Parts 700 – 799. These parts are designed to regulate chemical substances which present an unreasonable risk of injury to health or the environment; regulate the manufacture, processing, distribution, use, marking and disposal of polychlorinated biphenyls (PCBs); and establish a program for asbestos removal from schools and require studies into the dangers of asbestos in public and commercial buildings.

Clean Water Act (CWA). The law was enacted in 1972 and covers regulations 40 CFR Parts 104 – 140 and 401 – 471. These parts establish quantity limits for reporting spills of oil and hazardous substances and require facilities like IHDIV, NSWC to reduce and eventually eliminate the amount of wastewater discharged into waterways through the National Pollutant Discharge Elimination System (NPDES).

Safe Drinking Water Act (SDWA). The law was enacted in 1974 and covers regulations 40 CFR Parts 141 – 147 and 149. These parts set public drinking water standards and protect underground water sources, through various means, including controls on the use of injection wells for the disposal of wastes.

Hazardous Material Transportation Act (HMTA). The law was enacted in 1975 and covers regulations 49 CFR Parts 171 – 195. These parts establish the Department of Transportation (DOT) regulations for transporting hazardous material and hazardous waste.

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The law was enacted in 1980 and focuses on closed waste site problems, spill responses and issues of liability and cleanup funding. This law was reauthorized in 1986 by the Superfund Amendments and Reauthorization Act (SARA) and covers regulations 40 CFR Parts 350 – 372.

Clean Air Act (CAA). The law was enacted in 1970 and covers regulations 40 CFR Parts 50 – 99. These parts govern the emission of hazardous air pollutants into the environment.

Defense Authorization Act FY1993 – Section 326 (PL 102-484)

Freedom of Information Act of 1975 5 U.S.C., Section 552

Public Law 93-502 5 U.S.C., Section 552

Title 18, Sections 793 and 798 of the United States Code Disclosure of Information

National Historic Preservation Act of 1966. An Act to Establish a Program for the Preservation of Additional Historic Properties throughout the Nation, and for Other Purposes.

6. FEDERAL REGULATIONS

<u>NUMBER</u>	<u>TITLE</u>
5 CFR 732	Regulations for Investigations for National Security Clearances
5 CFR 731	Regulations for Investigations for Public Trust Positions
29 CFR 1910	Occupational Safety and Health Standards for General Industry
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.135	Head Protection
29 CFR 1910.136	Foot Protection
29 CFR 1910.145	Specifications for Accident Prevention Signs and Tags
29 CFR 1910.146	Permit-required confined spaces
29 CFR 1910.147	The control of hazardous energy (lockout/tagout)
29 CFR 1910.1001	Asbestos
29 CFR 1910.1200	Hazard Communication
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.32	Definitions
29 CFR 1926.1101	Asbestos
31 CFR, Part 2	Safeguarding Classified Information
32 CFR Part 2001	Classified Information Levels
36 CFR 67	Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Revised 1983)
40 CFR	Protection of Environment
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 136	Guidelines for Establishing Test Procedures for the Analysis of Pollutants
40 CFR 260-268	Hazardous Waste Management System

40 CFR 370	<i>Hazardous Chemical Reporting and Community Right To Know Requirements</i>
40 CFR 761	<i>Polychlorinated biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions</i>
49 CFR	Transportation
49 CFR 172	Hazardous Materials Table" Appendix 172.101, List of Hazardous Substances and Reportable Quantities

Applicable State Laws can be found at the following link:

http://www.gaepd.org/Documents/rules_exist.html

Georgia EPD Rules and Laws

Environmental Rule	Authorizing Statute (Law)
391-1-1 Organization and Public Participation	OCGA 50-13-3 Georgia Administrative Procedures Act
391-1-2 Procedures for Disposition of Contested Cases	OCGA 50-13-13 Georgia Administrative Procedures Act
391-1-3 Public Participation in Enforcement of Environmental Statutes	OCGA 50-13-1 Georgia Administrative Procedures Act
391-3-1 Air Quality Control	OCGA 12-9-1 Georgia Air Quality Act
391-3-2 Groundwater Use	OCGA 12-5-90 Georgia Ground-Water Use Act
391-3-3 Surface Mining	OCGA 12-4-70 Georgia Surface Mining Act of 1968
391-3-4 Solid Waste Management	OCGA 12-8-20 Georgia Comprehensive Solid Waste Management Act of 1990
	OCGA 16-7-40 Georgia Litter Control Law OCGA 16-7-50 Georgia Waste Control Law
391-3-5 Safe Drinking Water	OCGA 12-5-170 Georgia Safe Drinking Water Act of 1977 OCGA 12-5-470 Georgia Water Supply Act OCGA 12-5-120 Georgia Water Well Standards Act
391-3-6 Water Quality Control	OCGA 12-5-20 Georgia Water Quality Act OCGA 12-5-520 Georgia River Basin Management Planning Act
391-3-7 Erosion and Sedimentation	OCGA 12-7-1 Georgia Erosion and Sedimentation Act [amended 2003]

391-3-8 Dam Safety	OCGA 12-5-370 Georgia Safe Dams Act of 1978
391-3-9 Radioactive Waste Material Disposal	OCGA 31-13-1 Georgia Radiation Control Act
391-3-11 Hazardous Waste Management	OCGA 12-8-60 Georgia Hazardous Waste Management Act OCGA 12-8-90 Georgia hazardous Site Response Act OCGA 12-8-200 Georgia Hazardous Site Reuse and Redevelopment Act
	OCGA 12-14-1 Oil or Hazardous Spills or Releases OCGA 12-8-140 Mitigating Effect of Hazardous Materials Discharge
391-3-12 Underground Gas Storage	OCGA 46-4-50 Georgia Underground Gas Storage Act of 1972
391-3-13 Oil and Gas and Deep Drilling	OCGA 12-4-40 Georgia Oil and Gas and Deep Drilling Act of 1975
391-3-14 Asbestos Removal and Encapsulation	OCGA 12-12-1 Georgia Asbestos Safety Act
391-3-15 Underground Storage Tank Management	OCGA 12-13-1 Georgia Underground Storage Act
391-3-16 Environmental Planning Criteria	OCGA 12-2-8 Georgia Planning Act of 1989 OCGA 12-16-1 Georgia Environmental Policy Act
391-3-17 Radioactive Materials	OCGA 31-13-1 Georgia Radiation Control Act
391-3-18 Environmentally Sensitive Property	OCGA 48-5-7 Georgia Tax Code
391-3-19 Hazardous Site Response	OCGA 12-8-60 Georgia Hazardous Waste Management Act OCGA 12-8-90 Georgia hazardous Site Response Act OCGA 12-8-200 Georgia Hazardous Site Reuse and Redevelopment Act
391-3-20 Enhanced Inspection and Maintenance	OCGA 12-9-40 Georgia Motor Vehicle Emissions Inspection and Maintenance Act
391-3-22 Clean Fueled Fleets	OCGA 12-9-1 Georgia Air Quality Act
391-3-23 Petroleum Pipeline Eminent Domain Permit Procedures	OCGA 22-3-84 Georgia Petroleum Pipeline and Facilities
391-3-24 Lead Based Paint Abatement, Certification and Accreditation	OCGA 31-41-1 Georgia Lead Poisoning Prevention Act of 1994
391-3-25 Low Emission Vehicle Certification	OCGA 48-7-40.16 Georgia Tax Code
391-3-26 Commercial Environmental Laboratories	OCGA 12-2-9 Georgia Commercial Analytical Laboratory Act

391-3-28 Lower Flint River Basin Drought Protection	OCGA 12-5-540 Georgia Flint River Drought Protection Act
391-3-30 Rules for Outdoor Water Use	OCGA 12-5-20 Georgia Water Quality Act OCGA 12-5-90 Ground-Water Use Act OCGA 12-5-170 Georgia Safe Drinking Water Act of 1977
391-3-32 Rules for Regional Water Planning	OCGA 12-5-20 Georgia Water Quality Act OCGA 12-5-90 Ground-Water Use Act OCGA 12-5-520 Comprehensive State-wide Water Management Planning Act

TE -10 Infrared Testing Requirements		
IRS PM CHECK	DESCRIPTION	FREQUENCY
E-28	Motor Starters Less Than 100 Hp	One time in three years
E-30A	Switchboards, Medium Voltage, (per cubicle)	One time in three years
E-30B	Switchboards Low Voltage, (per cubicle),	One time in three years
E-37C	Bus Duct, Low Voltage, & Connectors Copper - Per disconnect	One time in three years
E-37D	Bus Duct, Low Voltage, & Connectors Copper - Per 10 foot bus duct section	One time in three years
E-36	Automatic Transfer Switch	One time in three years
E-33A	High Voltage Network and, Power Type Transformer Dry Type Transformer - - Power Type	Annual
E-33B	High Voltage Network and, Power Type Transformer Dry Type Transformer - - Network Type	Annual
E-34A	Disconnects or Isolating Switch, Per Switch, Under 200 amps >600 VOLTS	Annual
E-34B	Disconnect or isolating switch, low voltage (fused/non- fused, 200 amps and up) - - 200 To 500 Amps	Annual
E-34C	Disconnect or isolating switch, low voltage (fused/non- fused, 200 amps and up) - - Over 500 Amps	Annual
E-37A	Bus Duct, Low Voltage, & Connectors Aluminum - Per disconnect	Annual
E-37B	Bus Duct, Low Voltage, & Connectors Aluminum - Per 10 foot bus duct section	Annual
E-37AA	Bus Duct, Metal Enclosed, & Connectors Aluminum: - Per disconnect	Annual
E37BB	Bus Duct, Metal Enclosed, & Connectors Aluminum: - Per 10 foot bus duct section	Annual
E-37CC	Bus Duct, Metal Enclosed, & Connectors Aluminum: - Outdoors: Per disconnect	Annual
E-37DD	Bus Duct, Metal Enclosed, & Connectors Aluminum: - Outdoors: Per 10 foot bus duct section	Annual
E-59	Uninterruptible Power System, Static	Annual
E-35A	Motor Control Center (MCC), under 100 hp - - 5 or fewer starters	Annual
E-35B	Motor Control Center (MCC), under 100 hp - - Each additional motor starter	Annual
E-58	Power Distribution Unit	Annual

Exhibit TE-13

SECTION 1—ENVIRONMENTAL MANAGEMENT SYSTEM

A. Introduction to EMS

This Environmental Management System Manual is a repository for documentation related to the Environmental Management System (EMS) including:

- **EMS Procedures** that describe how we carry out key tasks within the EMS such as training, identifying environmental aspects, or managing records.
- **Programs & Controls** that operate under the EMS, such as work plans and programs for achieving EMS objectives and targets and carrying out audits.
- **EMS Records** or directions that enable individuals to locate appropriate records that confirm the completion of specific EMS activities such as, the identification of Environmental Aspects, EMS training that has been given to specific employees, or the completion of management reviews.
- **Definitions, References, and Appendices** that contain additional information useful to individuals reviewing the EMS.

B. Maintenance of EMS

This Atlanta Submission Processing Center (ATSPC) EMS is managed and maintained by the EMS Coordinator/Management Representative. A hard copy version of this ATSPC (Atlanta IRS) EMS Manual is located in the EMS Coordinators office. However, this is not the controlling copy of the EMS Manual. The controlling copy of this Manual and all other major EMS documentation is located at the Atlanta Submission Processing Center (Atlanta IRS) Senior Safety Officer's office. This EMS Manual documents the environmental management programs, the operational controls, the EMS audit program, procedures, records and other descriptive information useful to anyone interested in our facility's EMS as well as for our employees/occupants and for those responsible for maintaining this EMS. Our EMS works on an annual schedule of planning, doing, checking and acting.

C. Implementation of EMS

EMS Implementation Start Date: May 2008

EMS Implementation Completion Date: Ongoing

The Atlanta Submission Processing Center (ATSPC) is implementing this EMS; in order to become more fully aware of the adverse environmental impacts of our facility and our activities with a focus on reducing or eliminating those impacts, to reduce the amount and cost of resources by eliminating wasteful practices, and to comply with Executive Order 14342, The

Energy Policy Act of 2005 (EPAAct'05) and the IRS Safety and Environmental Policy Statement 1-28-07.

D. Background and History of EMS

Formal Environmental Management Systems emerged in the early 1990s to provide organizations with a proactive, systematic approach for managing the potential environmental consequences of their operations. Such systems have been widely adopted by industry and government and have been effective at improving regulatory compliance and environmental performance. In April 2000, President Clinton signed Executive Order (E.O.) 13148, "Greening the Government through Leadership in Environmental Management" that established a 5-year EMS implementation goal for all Federal Facilities. President Bush and the current administration have supported this position. EPA, as the principle steward for the environment, has taken a leadership position by developing an EMS implementation initiative.

Although several recognized EMS frameworks exist, most are based on the International Organization for Standardization's (ISO-14001 EMS standard). As a result, ISO-14001 is the framework on which organizations most frequently choose to base their EMS, and this is proving to be the case with U.S. Federal Facilities.

Phase 1: Planning

The Atlanta Submission Processing Center plans to identify how our operations might harm the environment or humans, and develop methods to reduce this harm.

Phase 2: Doing

We (ATSPC) will also implement these methods to reduce environmental and human harm and continue to operate them for a designated time period.

Phase 3: Checking

The Atlanta Submission Processing Center will assess whether our methods, that are being used, are effective in reducing environmental harm and ensure that our regulatory compliance measures are proving to be effective.

Phase 4: Acting

The Atlanta Submission Processing Center will determine what changes are necessary based on the performance assessment of the methods (see Phase 3) designed to reduce environmental harm.

The findings of Phase 4 may indicate that adjustments to methods already in place are necessary or that entirely new methods are needed to achieve established environmental objectives. Output from this phase is fed back into Phase 1 Planning, to make necessary changes and additions designed to bring the EMS to the desired level of effectiveness. This system feedback propels the continual improvement of the EMS. The EMS continually moves through this cycle, fine-tuning its management of those areas of the organization's operations that harm the environment. This "continual improvement cycle" is a core tenet of the EMS; it allows the system to adapt to the dynamic nature of the organization's operations.

E. Description of Atlanta Submission Processing Center (Atlanta IRS) Office EMS

1. Scope

The scope of the ATSPC (Atlanta IRS) Environmental Management System is for our office/facility operations and the commuting and business travel of our employees.

Environmental Hazards - A list of our activities, for Atlanta Submission Processing Center (ATSPC) office that might result in an environmental risk or impact is maintained in the Senior Safety Officers office. This list can also be found online at the IRS Environmental Website.

2. Policy

The ATSPC (Atlanta IRS) EMS Policy is signed by the Senior Managers and is located on our EMS website.

Our environmental policy statement is a declaration of our senior management's commitment to the environment, and serves as the foundation for the EMS. Everyone in our organization is expected to be familiar with and understand our policy. Our policy is considered when setting EMS objectives and targets, the implementation of the EMS serves to set into place and actualize the commitments in the policy. Our environmental policy statement is a vehicle for communicating our organization's aspirations for environmental protection as well as a functional tool for establishing the operational boundaries of the EMS. Our environmental policy is aligned with our organization's core mission and includes a commitment to continual improvement, pollution prevention, and regulatory compliance. Our environmental policy statement reflects management consensus on its content and aims, and was formally endorsed by having these senior managers be signatories of the policy.

1.2.10.1.7 Policy Statement 1-28 (Formerly P-0-28) (Approved 01-12-2007)

(1) Occupational Safety, Health and Environmental Compliance

(2) The safety and health of employees, contractors, and the public and the impact of IRS activities on the environment and the community are leading priorities of the IRS. The IRS will comply with applicable safety, health, and environmental legal requirements and will employ proper policies, procedures and technology to proactively prevent injuries, illnesses, and pollution of the environment due to business operations. The IRS is further committed to maintaining a management system that emphasizes continual improvement in performance and to promoting employee education and involvement in the Occupational Safety, Health and Environmental program.

3. Planning and Environmental Aspects

The ATSPC (Atlanta IRS) Environmental Aspects are listed on our EMS website. Our interactions with the local environment are detailed in our environmental aspects. These interactions were identified by reviewing all the activities of our organization and assessing the

possibility that each of them may have for an environmental impact. Our EMS is designed to control and reduce, where possible, the impacts associated with the identified aspects.

Our three primary environmental *aspects & reasoning's*:

a. **EAP-1~ Underground Storage Tank**, although the ATSPC campus is below thresholds for action, and we have a very good monitoring and spill system in place, we feel the potential negative legal and public impact/reactions in the event of a spill reaching the nearby creek sufficient to warrant our additional diligence with this program.

b. **EAP-2~ Asbestos**, ATSPC has little remaining friable ACM in the building and it is well identified, and is maintained in place without incident with our current ACM Program; however, considering the enormous potential for both negative legal and health consequences, we feel it is prudent to include the Asbestos monitoring as part of our EMS

c. **EAP-3~ Recycling**, The ATSPC campus has not had a recycling program in place to date. We chose this program as one area in which we could provide both a positive impact to the environment and garner some positive public opinion/employee feedback.

4. Legal and Other Requirements

The legal and other requirements that apply to the ATSPC (Atlanta IRS) office are a combination of federal, state, county and city statutes, regulations, executive orders. Our current Table of Legal and Other Requirements will be posted on our website. Our EMS recognizes that certain environmental aspects are significant for an organization because they are regulated or the subject of certain legal or other requirements, which can affect our organization's ability to carry out its mission. These may include federal, state and city laws, regulations, executive orders, as well as, industry standards, and organizational policy, guidance and memorandum. The ATSPC Building Manager and Senior Safety officer has a procedure to identify these requirements. In most cases it is prudent for all environmental aspects with legal implications to be designated as significant.

The primary *legal requirements* that cover our three EMS environmental aspects are:

a. **EAP-1~ Underground Storage Tank:**

EO 13423 Sec. 2 (a) & (b)
40 C.F.R. Part 302
OCGA 12-14-1

b. **EAP-2~ Asbestos:**

29 CFR 1926.1101
OCGA 12-12-1 GEORGIA ASBESTOS SAFETY ACT

c. **EAP-3~ Recycling:**
EO 13423

5. Objectives and Targets

Our current Objectives and Targets for the ATSPC (Atlanta IRS) are listed on our EMS website. Our objectives and targets are established to address our significant environmental aspects and are integrated at all levels and functions of our organization. Objectives and targets are set by considering, in part, the legal and other requirements, the views of interested parties, as well as, technological, financial and other operational considerations. This ensures that our objectives and targets are robust, that they respond to legitimate concerns, that they are realistic for the organization, and that it is possible to develop strong management programs to achieve them.

Our primary *goals and objectives* concerning our environmental aspects are:

a. **EAP-1~ Underground Storage Tank:** Maintain ongoing UST and spill programs and training, enhance spill response program with additional input from National Office from the “Contracted SPCC” program once it is in place. We will also incorporate SPCC plans into the Occupant Emergency Plan (OEP). Additionally we will purchase additional spill protection measures, get our new UST properly registered with the GA. State EPD, and have additional employees trained on the UST program and the Veeder Root TM monitoring system.

b. **EAP-2~ Asbestos:** Maintain ongoing ACM/PACM programs and training. Perform (contract out) complete bulk sampling of the entire ATSPC building (both 1963 and 1967 sections) to get a complete picture of where and what ACM is present... friable or not. Plan to include glove-bag removal of ACM pipe hangers during the HVAC upgrade / installation.

c. **EAP-3~ Recycling:** Our goals with the recycling program are multi-fold; first is non-quantifiable, and that is to increase employee awareness of the various types of waste we produce and how that waste can adversely effect the environment. Our second goal is to educate our employees on our recycling efforts and to increase their participation via education and advertising. This goal is quantifiable, in that for the FY 2007 ATSPC sent 147 tons of waste into the landfill. We wish to reduce that amount by 15% this first year. Based upon our results at the end of FY 2008 we will modify those percentages as needed.

6. Management Programs and Work Plans for Achieving Objectives and Targets

The Environmental Action Plan's or EAP's contain information describing our program approaches and strategies for achieving our objectives and targets, as well as the performance indicators, and the roles and responsibilities for accomplish tasks, and the competency of individuals associated with those tasks. Our EAP's tie many elements of the EMS together. The ATSPC (Atlanta IRS) EMS work groups have written plans to achieve the organization's objectives and targets. The plans contain details on the resources (e.g., financial, human, and

technological) and timeframes and milestones to accomplish the objectives and targets. These EAP's can be found on the IRS Environmental web page.

7. Roles, Authorities and Responsibilities

The roles and responsibilities for activities under the EMS are clearly defined and as stated above, many of these appear in the EMS programs and operational controls. While our EMS is largely sustained by the voluntary participation and commitment of our employees, certain duties are assigned with clear roles and responsibilities and with attendant accountability for performance and results. For example, senior management must appoint a EMS Coordinator/Management Representative to be responsible for leading the creation, implementation, and maintenance of the EMS. Other roles are assigned to members at various levels and functions throughout the organization where significant environmental aspects are present.

8. Training, Awareness, and Competence

Our EMS requires two types of training: general awareness, and competence training. general awareness training for all our employees focuses on the importance of the environmental policy, the role of employees, and the potential consequences of failing to provide environmental care.

- General awareness training records will be kept and maintained at the Senior Safety Officers office located at the ATSPC building.

Competence training is prescribed for our employees that work in proximity to significant environmental aspects and focuses on the possible significant impacts of those aspects, their specific roles and responsibilities, the objectives and targets for those aspects, and the operational controls in place to prevent/minimize the actuality of any potential impacts. Competence training is detailed in the EMS programs and in the documentation of operational controls.

- The job specific competence training requirements and records will be kept within the employee records maintained by their respective supervisor. (either the O&M contractor and Cleaning contractor)

9. Communication

Most of the documents comprising the Atlanta Submission Processing Center (Atlanta IRS) EMS are posted in the Senior Safety Officer's office to make them readily accessible in a convenient format for our employees. Effective integrated environmental management is dependant upon effective communications to coordinate staff internally and to liaise with external stakeholders. Maintaining employee awareness of EMS initiatives, motivating them, and supplying them with knowledge of their roles and responsibilities all require communication. It is also true that communication is a two-way process; that employees can make recommendations to management and give their views when necessary. We have tried to consider the views of interested parties in our EMS by first making our information readily available and meeting with

our building's Director and management in our building. These face to face meetings provided for effective two-way communication between internal stakeholders and our EMS personnel. The EMS plans provide for outreach to external stakeholders, local police, fire, emergency personnel and local businesses. Our outreach efforts also include our building's tenants, as well as suppliers and vendors, in order to make all stakeholders aware of our EMS.

10. Documentation and Document Control

Our readily available documentation and document control procedures ensure that we are maintaining information in a manner that would allow someone with a legitimate interest in the EMS to understand how it is designed and implemented. Our EMS also provides all the information that is essential for employees to know about EMS issues, as well as providing this information for external parties such as contractors, vendors, other regulators, registrars and other interested parties. This EMS Manual provides an overview of our EMS documentation and refers to other essential EMS documents. However it is likely that some documents will be maintained outside the web based EMS and EMS Manual in which case they will just be referenced in the Manual.

11. Operational Control

It is important to control those activities that might cause a deviation from our organization's environmental policy or result in significant impacts. Our Operational Controls are designed to support the achievement of EMS objectives and targets. Our operational controls specify engineering or administrative measures implemented to reduce the risk that an impact will occur. Our Operational Controls document who, what, how, when and where for all activities we want to manage that are related to our EMS.

12. Emergency Preparedness and Response

Our EMS provides a systematic method to manage known and expected elements of the Atlanta Submission Processing Center's operations. However, despite our best efforts there is always the possibility of unpredictable accidents and emergencies. Due to the nature of the activities associated with the normal operations of the Atlanta Submission Processing Center (Atlanta IRS) EMS, we have chosen to model our EMS on the basis of nominal conditions only. Our Emergency Procedures and Occupant Emergency Plan (OEP) is used to provide for unexpected occurrences and spell out emergency procedures for occupants to follow. From the perspective of the EMS, it is necessary that measures be included to address the environmental consequences of such occurrences. It is expected that such measures work to control and mitigate those possible environmental consequences.

13. Monitoring and Measurement

Monitoring and measurement is fundamental to our EMS, it ensures that management plans; controls, and training are effective. Furthermore, it enables our organization to identify its progress toward achieving objectives and targets, and the reasons for our level of achievement. Without effective monitoring and measurement it would be impossible for us to continually

improve - which is the basis of our EMS. We will periodically monitor performance, operational controls, and general conformance with EMS objectives and targets.

14. Nonconformance and Corrective and Preventive Action

When we identify a weakness in our EMS or an ineffective part of our EMS, we will initiate and effect a correction. Our EMS has procedures to receive, document and investigate problems, understand their root causes, and then implement corrective actions that prevent recurrence.

15. Records

The ATSPC (Atlanta IRS) understands it is critical to effectively implement and carry out all the various elements of the EMS, and that it is also important to be able to demonstrate that you have done so. We will do this through the creation and management of records of various implementation activities and other EMS results from training, audits and management reviews. Our records will be managed so that that they can be easily accessed and retrieved. Document Retention is done in accordance with standard files and records disposition plans. The Atlanta Submission Processing Center (Atlanta IRS) considers all EMS records as administrative records which may be destroyed when they are 3 years old or no longer needed.

- Asbestos, Pb, Hg, Cu and IAQ survey records are located in Building Managers office. Any records associated with training for any of these are located in either the Cleaning and/or the O&M supervisor's office depending upon the job requirements involved for each contract employee.
- Building Delegation Employee training records can be found in the Building Manager's office located at the ATSPC campus.
- Building operation/O&M specific training records are located in the O&M contract supervisor's office.
- General knowledge/public awareness training records are located in the Senior Safety Officer's office at the ATSPC 4800 building.

16. Internal Audits.

ATSPC (Atlanta IRS) will conduct internal EMS audit to test whether the system has been implemented and maintained as designed. An internal audit will assess whether the EMS implemented is conforming to the requirements of ISO standard 14001 and the IRS EMS audit protocol. It will determine if the EMS has been implemented facility wide and is operating systematically achieving the desired goal. The audit will also fulfill the requirement for periodic evaluations of compliance to legal and regulatory requirements. The audit will test whether the program that has been implemented is actually working as they were intended to work to achieve and maintain compliance. We will use our EMS internal audits to gauge the status on regulatory compliance.

17. Management Review

Our EMS reserves a special role for senior management. Our Management must not only formulate and articulate the environmental commitments of our organization in the

environmental policy, but must also render judgment on whether the EMS continues to be suitable, adequate and effective. This is accomplished through the periodic management review which allows our management the opportunity to judge the EMS and its results. On that basis, management is expected to make decisions relative to the EMS so that it continues to perform and deliver as expected. The Management review is the last phase of our annual EMS cycle.

**EXHIBIT E-1
PERFORMANCE REQUIREMENTS SUMMARY TABLE**

NOTICE: Exhibit E-1 is an excel file that is provided as separate document when accessing the solicitation electronically.

EXHIBIT H-1

WD 05-2133 (Rev.-11) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2133
Director	Wage Determinations		Revision No.: 11
			Date Of Revision: 06/13/2012

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.40
01012 - Accounting Clerk II		15.04
01013 - Accounting Clerk III		17.24
01020 - Administrative Assistant		26.66
01040 - Court Reporter		20.93
01051 - Data Entry Operator I		13.84
01052 - Data Entry Operator II		15.70
01060 - Dispatcher, Motor Vehicle		19.15
01070 - Document Preparation Clerk		13.16
01090 - Duplicating Machine Operator		13.16
01111 - General Clerk I		13.43
01112 - General Clerk II		14.84
01113 - General Clerk III		16.45
01120 - Housing Referral Assistant		21.85
01141 - Messenger Courier		12.60
01191 - Order Clerk I		13.01
01192 - Order Clerk II		14.80
01261 - Personnel Assistant (Employment) I		15.22
01262 - Personnel Assistant (Employment) II		18.55
01263 - Personnel Assistant (Employment) III		20.90
01270 - Production Control Clerk		21.32
01280 - Receptionist		13.41
01290 - Rental Clerk		15.21
01300 - Scheduler, Maintenance		16.13
01311 - Secretary I		16.13
01312 - Secretary II		18.05
01313 - Secretary III		20.13
01320 - Service Order Dispatcher		15.87
01410 - Supply Technician		26.66
01420 - Survey Worker		18.40
01531 - Travel Clerk I		14.22

01532	- Travel Clerk II	15.53
01533	- Travel Clerk III	16.73
01611	- Word Processor I	13.25
01612	- Word Processor II	15.21
01613	- Word Processor III	18.30
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.36
05010	- Automotive Electrician	21.55
05040	- Automotive Glass Installer	20.18
05070	- Automotive Worker	20.18
05110	- Mobile Equipment Servicer	17.47
05130	- Motor Equipment Metal Mechanic	23.36
05160	- Motor Equipment Metal Worker	20.18
05190	- Motor Vehicle Mechanic	23.36
05220	- Motor Vehicle Mechanic Helper	17.56
05250	- Motor Vehicle Upholstery Worker	19.05
05280	- Motor Vehicle Wrecker	20.18
05310	- Painter, Automotive	21.55
05340	- Radiator Repair Specialist	20.18
05370	- Tire Repairer	13.80
05400	- Transmission Repair Specialist	23.36
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.20
07041	- Cook I	11.95
07042	- Cook II	13.58
07070	- Dishwasher	10.24
07130	- Food Service Worker	10.01
07210	- Meat Cutter	13.04
07260	- Waiter/Waitress	8.82
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.47
09040	- Furniture Handler	12.05
09080	- Furniture Refinisher	16.23
09090	- Furniture Refinisher Helper	12.55
09110	- Furniture Repairer, Minor	14.76
09130	- Upholsterer	16.23
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.14
11060	- Elevator Operator	10.14
11090	- Gardener	15.57
11122	- Housekeeping Aide	10.89
11150	- Janitor	10.89
11210	- Laborer, Grounds Maintenance	11.22
11240	- Maid or Houseman	9.54
11260	- Pruner	13.31
11270	- Tractor Operator	14.11
11330	- Trail Maintenance Worker	11.22
11360	- Window Cleaner	13.54
12000	- Health Occupations	
12010	- Ambulance Driver	16.75
12011	- Breath Alcohol Technician	19.89
12012	- Certified Occupational Therapist Assistant	25.49
12015	- Certified Physical Therapist Assistant	23.23
12020	- Dental Assistant	17.07
12025	- Dental Hygienist	33.43
12030	- EKG Technician	22.52
12035	- Electroneurodiagnostic Technologist	22.52
12040	- Emergency Medical Technician	16.75
12071	- Licensed Practical Nurse I	17.72
12072	- Licensed Practical Nurse II	19.89
12073	- Licensed Practical Nurse III	21.97

12100 - Medical Assistant	14.71
12130 - Medical Laboratory Technician	16.93
12160 - Medical Record Clerk	15.08
12190 - Medical Record Technician	16.53
12195 - Medical Transcriptionist	16.01
12210 - Nuclear Medicine Technologist	32.29
12221 - Nursing Assistant I	10.13
12222 - Nursing Assistant II	11.38
12223 - Nursing Assistant III	12.42
12224 - Nursing Assistant IV	13.47
12235 - Optical Dispenser	17.05
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	14.87
12280 - Phlebotomist	13.47
12305 - Radiologic Technologist	25.09
12311 - Registered Nurse I	24.94
12312 - Registered Nurse II	29.25
12313 - Registered Nurse II, Specialist	29.25
12314 - Registered Nurse III	35.38
12315 - Registered Nurse III, Anesthetist	35.38
12316 - Registered Nurse IV	42.41
12317 - Scheduler (Drug and Alcohol Testing)	20.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.57
13012 - Exhibits Specialist II	23.52
13013 - Exhibits Specialist III	28.34
13041 - Illustrator I	20.89
13042 - Illustrator II	23.52
13043 - Illustrator III	28.34
13047 - Librarian	28.28
13050 - Library Aide/Clerk	13.39
13054 - Library Information Technology Systems Administrator	25.27
13058 - Library Technician	15.42
13061 - Media Specialist I	18.42
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.98
13071 - Photographer I	14.44
13072 - Photographer II	15.01
13073 - Photographer III	18.59
13074 - Photographer IV	22.40
13075 - Photographer V	24.90
13110 - Video Teleconference Technician	17.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.20
14042 - Computer Operator II	19.24
14043 - Computer Operator III	21.45
14044 - Computer Operator IV	23.84
14045 - Computer Operator V	26.40
14071 - Computer Programmer I	(see 1) 25.09
14072 - Computer Programmer II	(see 1) 25.31
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.20
14160 - Personal Computer Support Technician	23.84
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.93
15020 - Aircrew Training Devices Instructor (Rated)	35.00

15030 - Air Crew Training Devices Instructor (Pilot)	41.95
15050 - Computer Based Training Specialist / Instructor	28.93
15060 - Educational Technologist	33.91
15070 - Flight Instructor (Pilot)	39.94
15080 - Graphic Artist	24.69
15090 - Technical Instructor	23.83
15095 - Technical Instructor/Course Developer	29.15
15110 - Test Proctor	19.24
15120 - Tutor	19.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.81
16030 - Counter Attendant	9.81
16040 - Dry Cleaner	12.93
16070 - Finisher, Flatwork, Machine	9.81
16090 - Presser, Hand	9.81
16110 - Presser, Machine, Drycleaning	9.81
16130 - Presser, Machine, Shirts	9.81
16160 - Presser, Machine, Wearing Apparel, Laundry	9.81
16190 - Sewing Machine Operator	14.02
16220 - Tailor	15.09
16250 - Washer, Machine	10.97
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.46
19040 - Tool And Die Maker	22.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.74
21030 - Material Coordinator	19.67
21040 - Material Expediter	19.67
21050 - Material Handling Laborer	13.01
21071 - Order Filler	13.62
21080 - Production Line Worker (Food Processing)	14.74
21110 - Shipping Packer	13.86
21130 - Shipping/Receiving Clerk	14.47
21140 - Store Worker I	11.48
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	14.74
21410 - Warehouse Specialist	14.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.76
23021 - Aircraft Mechanic I	25.12
23022 - Aircraft Mechanic II	26.76
23023 - Aircraft Mechanic III	28.32
23040 - Aircraft Mechanic Helper	17.97
23050 - Aircraft, Painter	22.08
23060 - Aircraft Servicer	20.63
23080 - Aircraft Worker	21.95
23110 - Appliance Mechanic	18.74
23120 - Bicycle Repairer	12.83
23125 - Cable Splicer	21.54
23130 - Carpenter, Maintenance	20.20
23140 - Carpet Layer	17.91
23160 - Electrician, Maintenance	22.60
23181 - Electronics Technician Maintenance I	21.00
23182 - Electronics Technician Maintenance II	24.64
23183 - Electronics Technician Maintenance III	26.34
23260 - Fabric Worker	15.61
23290 - Fire Alarm System Mechanic	17.94
23310 - Fire Extinguisher Repairer	14.43
23311 - Fuel Distribution System Mechanic	22.06
23312 - Fuel Distribution System Operator	16.26
23370 - General Maintenance Worker	17.92

23380 - Ground Support Equipment Mechanic	25.12
23381 - Ground Support Equipment Servicer	20.63
23382 - Ground Support Equipment Worker	21.95
23391 - Gunsmith I	18.65
23392 - Gunsmith II	20.94
23393 - Gunsmith III	21.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.81
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.85
23430 - Heavy Equipment Mechanic	21.25
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	23.76
23465 - Laboratory/Shelter Mechanic	18.31
23470 - Laborer	11.70
23510 - Locksmith	15.46
23530 - Machinery Maintenance Mechanic	20.58
23550 - Machinist, Maintenance	18.32
23580 - Maintenance Trades Helper	13.78
23591 - Metrology Technician I	22.45
23592 - Metrology Technician II	23.91
23593 - Metrology Technician III	25.31
23640 - Millwright	22.37
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	17.36
23790 - Pipefitter, Maintenance	21.57
23810 - Plumber, Maintenance	20.54
23820 - Pneudraulic Systems Mechanic	19.57
23850 - Rigger	21.30
23870 - Scale Mechanic	17.11
23890 - Sheet-Metal Worker, Maintenance	19.19
23910 - Small Engine Mechanic	16.93
23931 - Telecommunications Mechanic I	26.53
23932 - Telecommunications Mechanic II	29.28
23950 - Telephone Lineman	20.47
23960 - Welder, Combination, Maintenance	16.33
23965 - Well Driller	17.53
23970 - Woodcraft Worker	19.57
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.36
24580 - Child Care Center Clerk	12.63
24610 - Chore Aide	10.93
24620 - Family Readiness And Support Services Coordinator	14.03
24630 - Homemaker	16.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.71
25040 - Sewage Plant Operator	17.93
25070 - Stationary Engineer	21.71
25190 - Ventilation Equipment Tender	13.51
25210 - Water Treatment Plant Operator	17.93
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.85
27007 - Baggage Inspector	12.47
27008 - Corrections Officer	14.99
27010 - Court Security Officer	17.55
27030 - Detection Dog Handler	16.44
27040 - Detention Officer	15.32
27070 - Firefighter	17.97
27101 - Guard I	12.47

27102 - Guard II	16.44
27131 - Police Officer I	19.70
27132 - Police Officer II	21.89
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.92
28042 - Carnival Equipment Repairer	12.69
28043 - Carnival Equipment Worker	8.19
28210 - Gate Attendant/Gate Tender	15.26
28310 - Lifeguard	11.33
28350 - Park Attendant (Aide)	17.08
28510 - Recreation Aide/Health Facility Attendant	10.14
28515 - Recreation Specialist	13.65
28630 - Sports Official	12.93
28690 - Swimming Pool Operator	18.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.62
29020 - Hatch Tender	19.62
29030 - Line Handler	19.62
29041 - Stevedore I	18.07
29042 - Stevedore II	20.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.30
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.38
30021 - Archeological Technician I	19.76
30022 - Archeological Technician II	21.45
30023 - Archeological Technician III	27.39
30030 - Cartographic Technician	26.56
30040 - Civil Engineering Technician	19.26
30061 - Drafter/CAD Operator I	19.76
30062 - Drafter/CAD Operator II	21.45
30063 - Drafter/CAD Operator III	23.91
30064 - Drafter/CAD Operator IV	29.42
30081 - Engineering Technician I	16.64
30082 - Engineering Technician II	20.00
30083 - Engineering Technician III	20.90
30084 - Engineering Technician IV	26.47
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.02
30090 - Environmental Technician	22.75
30210 - Laboratory Technician	17.80
30240 - Mathematical Technician	25.03
30361 - Paralegal/Legal Assistant I	19.41
30362 - Paralegal/Legal Assistant II	24.05
30363 - Paralegal/Legal Assistant III	29.41
30364 - Paralegal/Legal Assistant IV	35.56
30390 - Photo-Optics Technician	26.56
30461 - Technical Writer I	26.07
30462 - Technical Writer II	30.07
30463 - Technical Writer III	36.37
30491 - Unexploded Ordnance (UXO) Technician I	23.76
30492 - Unexploded Ordnance (UXO) Technician II	28.74
30493 - Unexploded Ordnance (UXO) Technician III	34.45
30494 - Unexploded (UXO) Safety Escort	23.76
30495 - Unexploded (UXO) Sweep Personnel	23.76
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.91
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.39
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.49
31030 - Bus Driver	17.43

31043 - Driver Courier	13.94
31260 - Parking and Lot Attendant	9.40
31290 - Shuttle Bus Driver	15.38
31310 - Taxi Driver	10.70
31361 - Truckdriver, Light	15.38
31362 - Truckdriver, Medium	16.81
31363 - Truckdriver, Heavy	20.87
31364 - Truckdriver, Tractor-Trailer	20.87
99000 - Miscellaneous Occupations	
99030 - Cashier	9.25
99050 - Desk Clerk	10.05
99095 - Embalmer	26.90
99251 - Laboratory Animal Caretaker I	10.03
99252 - Laboratory Animal Caretaker II	11.03
99310 - Mortician	29.59
99410 - Pest Controller	14.59
99510 - Photofinishing Worker	16.45
99710 - Recycling Laborer	15.00
99711 - Recycling Specialist	18.87
99730 - Refuse Collector	13.06
99810 - Sales Clerk	13.50
99820 - School Crossing Guard	13.53
99830 - Survey Party Chief	20.64
99831 - Surveying Aide	12.11
99832 - Surveying Technician	17.05
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.27
99842 - Vending Machine Repairer Helper	11.69

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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EXHIBIT H-2

General Decision Number: GA120304 09/28/2012 GA304

State: Georgia

Construction Type: Building

County: Dekalb County in Georgia.

Modification Number 0 Publication Date 09/28/2012

ASBE0048-002 06/01/2012

	Rates	Fringes
FIRESTOPPER.....	\$ 20.60	9.70

BOIL0026-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 25.23	19.37

ELEC0613-014 08/31/2011

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 29.00	8.09

ELEV0032-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 36.38	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0926-001 07/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		

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Backhoe/Excavator, Bobcat/Skid Loader/Skid Steer, Bulldozer, Forklift, and Loader.....	\$ 23.49	10.08
Crane.....	\$ 27.13	10.08
Oiler.....	\$ 18.80	10.08

 PLUM0072-023 08/01/2012

	Rates	Fringes
PLUMBER.....	\$ 29.90	12.56

 PLUM0072-024 08/01/2012

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Pipe, HVAC Unit, & HVAC Electrical /Temperature Controls).....	\$ 29.90	12.56

 SFGA0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.48	15.72

 SHEE0085-001 08/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding Metal Roof Installation).....	\$ 29.70	13.07

 SUGA2012-045 08/11/2012

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 15.00	0.00
ALARM INSTALLER.....	\$ 19.36	3.78
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER (Drywall Finishing, Drywall Hanging, and Metal Stud Installation).....	\$ 18.22	0.00

CARPENTER, Excludes
 Acoustical Ceiling
 Installation, Drywall
 Finishing/Taping, Drywall
 Hanging, Form Work, and Metal

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Stud Installation.....	\$ 21.60	4.01
CEMENT MASON/CONCRETE FINISHER...	\$ 13.52	0.00
ELECTRICIAN (Low Voltage Wiring and Installation of Sound and Communication Systems).....	\$ 21.76	5.70
FLOOR LAYER (Carpet, Vinyl and Resilient Flooring).....	\$ 20.00	0.00
FORM WORKER.....	\$ 13.37	0.50
GLAZIER.....	\$ 17.55	3.50
INSULATOR (Batt, Blown and Foam).....	\$ 17.67	0.14
IRONWORKER, REINFORCING.....	\$ 20.48	8.41
IRONWORKER, STRUCTURAL.....	\$ 20.00	0.35
LABORER: Common or General.....	\$ 11.19	0.00
LABORER: Flagger.....	\$ 13.44	0.00
LABORER: Landscape.....	\$ 12.19	0.00
LABORER: Mason Tender - Brick...	\$ 9.00	0.00
LABORER: Pipelayer.....	\$ 12.00	0.23
MECHANICAL INSULATOR (Insulates Duct, Pipe and Unit of Mechanical System).....	\$ 21.00	12.41
OPERATOR: Asphalt Spreader.....	\$ 16.53	0.00
OPERATOR: Grader/Blade.....	\$ 17.52	0.00
OPERATOR: Roller.....	\$ 14.49	0.00
OPERATOR: Screed.....	\$ 14.17	0.00
PAINTER: Brush, Roller and Spray.....	\$ 17.40	3.87
ROOFER, Excludes Installation of Metal Roofs.....	\$ 10.49	0.64
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 21.75	0.00
TILE FINISHER.....	\$ 10.36	0.00
TILE SETTER.....	\$ 20.00	0.00

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TRUCK DRIVER: Dump Truck.....\$ 15.67 0.00

TRUCK DRIVER: Lowboy Truck.....\$ 17.41 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

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from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

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payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**ATTACHMENT 1
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

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- A. QASP & CONTRACT ADMINISTRATION DUTIES AND RESPONSIBILITIES**
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A. QASP & CONTRACT ADMINISTRATION DUTIES AND RESPONSIBILITIES.

Background and Purpose.

This QASP is designed to be in accordance with the FAR subparts 37.6, 46.4 and the OMB Circular A-76 . This QASP is designed to assist the Contracting Officer's Representative (COR) and Maintenance Work Inspectors (MWIs) or other users in conducting the Government's QA program. Lastly, the QASP was established to ensure consistency in contract administration of the Building Delegation contract for the 4800 Buford Highway Building, Chamblee, GA 30341.

1. Contracting Officer

The Contracting Officer (CO) has the authority to administer all aspects of the contract. The Contracting Officer will delegate many aspects of the day-to-day contract administration duties to the Contracting Officer's Representative and Maintenance Work Inspectors (MWIs), such as certification of invoices, routine inspections, deficiency reports, scheduling, etc. However, certain contractual actions such as, negotiation and issuance of contract modifications, resolution of the Contractor's claims and disputes, issuance of the Service Contractor's nonconforming supplies or services, issuance of cure notices, issuance of show-cause letters, termination of the contract, contract payment reductions, and contract close-out will be retained by the Contracting Officer (CO).

2. Contracting Officer's Representative (COR)

a. The COR manages the day-to-day contract oversight and inspection activities of the Mechanical Work Inspectors (MWIs) located at the 4800 Buford Highway Building and ensures they conduct appropriate Quality Assurance (QA) inspections in accordance with (IAW) the QASP, and other IRS performance criteria. The inspections outlined in the QASP will be followed in terms of the items to be inspected, frequency of inspections, and sampling to be used to evaluate the performance of the Contractor.

b. The COR represents the Contracting Officer (CO) and functions as the Contractor's primary point of contact for the overall contract effort. The COR oversees the overall contract administration. If modifications to the contract are necessary, the COR will prepare/review the preparation of performance work statement (CONTRACT) and independent government estimate (IGE) that will be used by the Contracting Officer (CO) to solicit a proposal from the Contractor. The COR is responsible for ensuring all contract interpretations are consistent with the Contracting Officer's (CO's) interpretation prior to advising the contractor. The Contracting Officer (CO) makes the final determination on all disputes in contract interpretations.

c. The COR serves as the eyes and ears of the CO. If there are problems with the Contractor's performance, the COR and/or MWIs must document the performance issue in writing via the Computerized Maintenance Management System (CMMS) tickets, Employee Resource Center (ERC) tickets, emails, and other correspondence, inform the Contractor of the problems and recommend to the CO what actions should be taken (such as withholding payment, effecting contract reductions for poor or non-performance, issuing a written letter documenting nonconforming supplies or services and/or issuing a cure notice).

d. The COR reviews the monthly contract progress reports provided by the Contractor and determines performance levels of the performance for the overall contract effort. The COR recommends the appropriate payment to the Contracting Officer (CO) based on the evaluation of the Contractor's overall performance each month. The Contracting Officer (CO) determines the final payments authorized to the Contractor for each fixed-price monthly payment based on his/her final QASP report determination and other relevant contract consideration.

e. The COR and/or the MWIs will survey and sample the services provided to the 4800 Buford Highway Building customers via service calls so they can provide feedback regarding the Contractor's effectiveness. In situations where there is a case of perceived poor performance or non-performance by a customer, the COR and/or MWIs will provide a response to the customer explaining what he/she is doing to correct the nonconforming supplies or services in services provided. If notified by the Employee Resource Center (ERC) of nonconforming supplies or services, the COR and/or the MWIs will investigate the reports to determine if they are valid. If valid, the COR and/or the MWIs will direct the Contractor to correct the performance problems via issuance of a CMMS ticket.

f. The COR will coordinate with the CO on actions relating to funding and changes in the scope of work. The COR will coordinate with the CO to develop, implement, and furnish all reports required by the Office of Competitive Sourcing (OCS).

g. The COR will assure prompt reviews of draft reports, prompt inspections and acceptance, and notify the CO of need to reject deliverables. The COR will track all requisitions, service requests, special orders, deliverables and invoices.

h. The COR will work closely with the CO and will maintain a complete contract working file. The COR will ensure that any changes in the scope of the contract are promptly relayed to the CO for processing a written formal modification.

i. Finally, if there are serious issues, concerning what is required by the terms of the contract (contract interpretations); the COR will coordinate the issue with the CO to ensure the issue is handled consistently.

3. Customers

Customers are the recipients of services furnished by the Contractor.

4. Building Manager

a. The Building Manager is responsible for the overall Building Delegation Program. The Building Manager is also the primary customer and recipient of the services performed under this contract.

b. The Building Manager is the official supervisor of record for the COR and MWIs. The COR will be the official Point of Contact (POC) for communications with the Contractor Manager and other Contractor personnel. The Building Manager and/or the COR will contact the CO to report/resolve contractual issues that cannot be resolved at the local level with the Contractor.

5. Maintenance Work Inspectors (MWIs).

The MWIs plays a key role in quality performance and surveillance. They serve as the primary reviewers and examiners of work performed by the Contractor. Their reports and inspections are critical to the success of the Building Delegations program. The COR relies on the performance of the MWIs to ensure the Contractor is providing quality services and materials and is meeting contract requirements. The MWIs performs most of the actual day-to-day contract surveillance and inspections and accurately reports findings to the COR (in verbal and written format) for inclusion into the monthly QASP report to be furnished to the COR. Some of the key quality assurance surveillance duties of MWIs include:

a. Performs technical inspections for Preventative Maintenance (PM) and repair work performed as required by this QASP and makes recommendations to the COR for acceptance of contract work deliverables and contract administration actions such as contract reductions, issuance of nonconforming supplies or services notices and/or or letters of commendation. These recommendations may be forwarded by the COR to the COR for documentation and discussions with the CO so action can be taken with the contractor.

b. Assists the COR in identifying necessary technical changes to the contract, preparing Government SOWs and estimates, preparing quality assurance reports, approving technical submittals, documenting Contractor

performance, maintaining day-to-day inspection work files and bringing any significant contract issues to the attention of the COR.

c. The MWIs have no authority to direct or allow the Contractor to deviate from contract requirements or to issue modifications directly to any of the Contractor's personnel. All necessary contract changes that the MWIs deems necessary will be coordinated and approved by the COR, COR and CO in advance. The CO and/or the COR will approve and issue all official contract modifications deemed appropriate in coordination with the COR.

B. QUALITY ASSURANCE SURVEILLANCE PLAN.

1. The QASP is a contractual management tool to ensure that the supplies and services acquired conform to the contract requirements and the contract's quality and quantity requirements in a uniform basis. The major categories of services to be performed are:

- a. Phase-in/out
- b. On-Site Project Management
- c. Facilities Operations
- d. Water Treatment
- e. Service Calls
- f. Preventative Maintenance
- g. Admin Support for Project Management

2. This QASP comprehensively defines procedures to be followed by the Government to ensure achievement of required performance standards. The Government monitors work performance through the COR and the MWIs for the overall contract effort. The QASP comprehensively guides the activities of the COR and the MWIs.

3. A QASP Inspection Guide and Check Sheets have been developed for each major contract requirement identified above. The Contractor is obligated by the contract to perform all of the services as described in the performance work statement.

4. The Contractor is directly responsible to the Contracting Officer (CO) and performs contract work under the direction of the Contracting Officer (CO). However, the CO has delegated the day-to-day technical oversight and administration of the contract to the COR, and MWIs. The COR will be the Government CO's on-site representative for this contract and will be the CO's main representative for the overall contract effort and for contract issues.

5. The Contractor will receive technical guidance from and report technical actions to the COR and MWIs in accordance with directions from the CO. The COR will delegate specific contract inspections and contract administration documentation responsibilities to the appropriate MWIs. The MWIs will perform surveillance

activities including inspections, checks, and other methods determined to ensure quality performance and products by the Contractor in accordance with the contract and/or QASP. The COR will provide oversight of contract activities and coordinate the results with the CO who will maintain oversight of the overall contract effort and provide technical guidance. Inspections and checks performed by the MWIs will assist the COR in identifying the performance rating achieved by the Contractor for each major contract requirement identified in the QASP Check Sheets.

6. The COR will base the rating (Pass/Fail) on whether the performance has reached the Acceptable Quality Level (AQL) outlined for each Check Sheet and is considered as passing or whether the performance is less than the required AQL due to poor performance, non performance, or nonconforming supplies or services which may result in a overall rating of failed for the Check Sheet or Check Sheet element.

7. These results will be reported by the COR to the CO in writing and may be reported to the Contractor local manager when deemed appropriate. The COR will document all performance issues in accordance with the QASP, QASP Check Sheets, and Inspection guide. This will include but is not limited to issuing a CMMS service call ticket for corrective action to be taken by the Contractor Technician and/or completing and issuing inspection reports. The MWIs will also make the COR aware of all noted nonconforming supplies or services as soon as practical after an inspection has been completed. The contractor shall re-perform work that has been performed in an unacceptable manner when requested by the CO.

8. In Summary the QASP:

- a. Documents the means and methods by which the Government intends to implement Quality Assurance (QA) for a contract.
- b. Provides the COR and MWIs with:
 - (1). A systematic plan for surveillance of the Contractor's work.
 - (2). The methods for collecting information necessary to evaluate the Contractor's performance and justify contract administration actions such as final acceptance of contract work performed or rejection of work performed resulting from nonconformance and/or unsatisfactory performance.
 - (3). A basis for documenting the official contract files concerning the Contractor's performance and quality of the work.

C. SURVEILLANCE INSPECTION METHODS.

There are five surveillance methods that will be used to evaluate the contract work: Planned Sampling Inspection, 100% Inspection, Customer Complaints, Unscheduled Inspections, and Random Sampling Inspections.

1. PLANNED SAMPLING INSPECTIONS

Planned sampling is based on evaluating a portion of the work as the basis for appraising the Contractor's performance. Samples are selected based on a subjective rationale with the sample size being arbitrarily determined by the COR and or the MWIs. Planned sampling is useful when population sizes are not large enough or homogeneous enough to make random sampling practical. Planned sampling is recommended for the inspection of service calls, preventative maintenance inspections, repairs made in the building, and start-up/shut-down of HVAC systems.

a. Sample Size.

The COR and/or the MWIs must follow the documented criteria to be used for sample selection as outlined in the QASP Inspection Guide Check sheet. The documentation should include: rationale for selection of specific work occurrences, sample size requirements, and impact on services that receive little or no evaluation.

b. Planned Sampling Analysis of Results

At the end of the monthly rating period, the COR will summarize the surveillance data and compute the Acceptable Quality Level (AQL) rating for each Check sheet.

c. To determine an AQL percentage rating,

- (1). Determine how many times the service is expected to be provided during the surveillance period (population).
- (2). Determine what the maximum number of nonconforming services or supplies for the given requirement for the period the Government should tolerate (number of accepted nonconforming services or supplies).
- (3). Subtract the number of accepted nonconforming services or supplies from the population to determine the number of required services that should be performed satisfactorily (acceptable services).
- (4). Then divide the number of acceptable services by the population to determine the AQL.

- (5). All of the above data shall be documented on the Inspection Check sheets, in the Rating Comments Section. Statistical data supporting all Inspection Check sheet elements rated as failed shall be included in the COR Monthly QASP Site Report.

AQL = Total Number of Observed Approved Service occurrences/ Sample

d. Population

- (1). The AQL for a specific Check sheet is identified on each Check sheet in a percentage. To determine if a Check sheet is rated as passing or failing, each of the Check sheet elements in the Check sheet has been given a weight factor in percent of the overall Check sheet.
- (2). For each Check sheet element that passes, the full percentage for that element is added to all other passing elements for that Check sheet to produce a total quality level rating in percentage for each Check sheet (if a Check sheet element is failed, zero percentage points are added to the overall Check sheet rating).
- (3). If the total percentage for a given Check sheet meets or exceeds the AQL for that particular Check sheet, the Check sheet is rated as passing for the overall Check sheet rating and the Check sheet receives a rating of the maximum AQL points for that particular Check sheet and/or CLIN/sub-CLIN item. Further definition on this process is contained in Attachment C, The Monthly QASP Inspection Summary Report Guide.

e. Criteria for Use

- (1). Consider for medium populations where 100% Inspection is too costly or manpower is inadequate.
- (2). Can be used for unscheduled services, if the work can be inspected at a later time after performance.
- (3). Consider for requirements whose importance does not justify the cost of 100% inspection.
- (4). If used consistently, it will provide adequate trends in overall Contractor performance.
- (5). Use where the requirement is critical enough not to rely on the Validated Customer Complaint method.

f. Pros and Cons

- (1). If used consistently with the same sample selection criteria each month, gives good indication of trends in the Contractor's performance.
- (2). It gives the COR and MWIs flexibility. They can use any system for sample selection, but the sampling method should be documented and consistent from month to month.

2. 100% INSPECTION

100% Inspection is an evaluation method that requires complete 100% inspection of a major contract requirement as shown in the QASP. The AQL analysis for 100% inspection will be based on 100 % inspection of all work associated with the requirement and the AQL established in the QASP Inspection Guide and/or check sheets. The analysis requires the summarization of all surveillance data and the computation of the AQL. The AQL is computed by the same method as in the planned sampling.

a. Criteria for Use

- (1). Use when the service population is small.
- (2). Apply to critical services with major mission impact, where inspection of each and every occurrence is important.
- (3). Use when it is important to have a precise measurement of the Contractor's level of performance.
- (4). Not well suited for large populations.

b. Pros and Cons

- (1). Only method for absolute accurate inspection results.
- (2). Measures the Contractor's true performance level.
- (3). No supplementary or backup inspection methods are required.
- (4). Well suited to use on IDIQ portions of contract.
- (5). Potentially expensive, time consuming, labor intensive.

c. To determine an AQL percentage rating

- (1). Determine how many times the service is expected to be provided during the surveillance period (population).
- (2). Determine what the maximum number of nonconforming services or supplies for the given requirement for the period the Government should tolerate (number of accepted nonconforming services or supplies).

- (3). Subtract the number of accepted nonconforming services or supplies from the population to determine the number of number of required services that should be performed satisfactorily (acceptable services).
- (4). Then divide the number of acceptable services by the population to determine the AQL.
- (5). All of the above data shall be documented on the Inspection Check sheets, in the Rating Comments Section. Statistical data supporting all Inspection Check sheet elements rated as failed shall be included in the COR Monthly QASP Report.

AQL = Total Number of Observed Approved Service occurrences/ Sample

3. UNSCHEDULED INSPECTIONS

a. There are usually opportunities for unscheduled inspections that may be able to be carried out in an effective manner in conjunction with scheduled inspections of other contract requirements or in an impromptu fashion on the way to or from another commitment. Analysis of Unscheduled Inspections results requires the summarization of surveillance data and the computation of the AQL. The AQL is computed by the same method as in the planned sampling.

b. For example, the MWIs may be monitoring service calls for on-time response. Incident to that inspection, he/she may notice that tour logs are not completed and fail to meet specific standards. This constitutes an unscheduled inspection. It will not be used as a primary method of surveillance. Decisions on what to inspect are usually arbitrary; they are made simply “because you are there”. Unscheduled Inspections will be used as a supplement to other methods. In some cases, a requirement with few work occurrences can be inspected by Unscheduled Inspection, but only if it is a relatively non-critical requirement and does not require inspection immediately upon completion.

c. Unscheduled inspections may also be used to further identify how far ranging a problem may be which has been previously identified using planned sampling, or customer complaints. When a problem is identified in the performance of a requirement, additional unscheduled inspections may be performed and will provide additional information to the COR and CO in instituting contract administrative actions. All items of work that are found to be unsatisfactory by the MWIs will be identified to the COR and, if significant enough, to the COR and CO for action.

d. Criteria for Use

- (1). Use for low priority requirements.
- (2). Use to supplement other inspection methods to further identify the scope and causes of problems with provided services.

e. Pros and Cons

- (1). is a supplemental inspection tool.
- (2). Provides an entirely subjective assessment.
- (3). should not be used to develop trends in performance.

4. VALIDATED CUSTOMER COMPLAINTS

Customer Complaints constitutes a surveillance method based on customer awareness, timeliness in completing customer service calls, and customer satisfaction ratings. Customers notify the ERC and/or the COR and/or MWIs when there is a case of perceived poor performance, untimely performance, or non-performance. Upon notification, the COR and/or the MWIs will investigate the report and, if valid, document the performance problem, thereby validating the complaint.

a. Criteria for Use

Use this method where the customer:

- (1). is the direct recipient of the service and
- (2). is aware of service levels required.

b. Pros and Cons

- (1). Does not guarantee all poor or non-performed service will be reported.
- (2). Validity of any given complaint is sometimes questionable. Therefore, validation must be done promptly before conditions change, or the defect cannot be documented.

c. Documenting Customer Complaints

Normally customer complaints are received via the ERC or directly from the customer to the COR or the MWIs. Subsequently, all customer complaints are documented by the Building Manager's administrative staff and/or the COR and/or the MWIs into the Employee's Resource Center (ERC) or Computerized Maintenance Management System (CMMS) for contract administration purposes. The database information recorded in the CMMS contains the following data for each complaint:

- (1). Date and time of complaint
- (2). Source of complaint - organization and/or individual
- (3). Nature of complaint (narrative description)

- (4). Contract reference of complaint related services
- (5). Valid complaint (Yes or No) (Validation)
- (6). Date and time Contractor is informed of complaint
- (7). Action taken by Contractor and date ticket is closed
- (8). Signature of the person (MWI) validating the Complaint

d. Customer Complaint Validation

(1) Only validated complaints are allowable as described above. In order to validate a customer complaint, the COR and/or the MWIs must physically review the performance in reference against the standard in the Contract. The complaint is validated only if the performance standard was not met.

(2) If the contract standard was met, then the MWIs will discuss the complaint with the customer and the standards of performance that are expected and the complaint will not be counted as a non-conforming service or supply in evaluating the performance of the Contractor.

5. RANDOM SAMPLING INSPECTIONS

a. Random Sampling shall be used when some part, but not all, of the contractor's performance is to be evaluated. The method of random inspections is defined for each Check sheet task in the Inspection Guide.

b. The Random Sampling level of inspection may be normal, reduced, or tightened. These levels only pertain to Random Sampling and may be adjusted by the COR based on the contractor's performance. All changes in the number of Random Samples analyzed for Check sheet Tasks will be documented by issuance of a revised Inspection Guide addressing the new sample size to be implemented.

D. CHOOSING SURVEILLANCE INSPECTION METHODS

The Government reserves the right to use any of the above-defined surveillance inspection methods as it deems appropriate: Planned Sampling Inspections, Unscheduled Inspections, Customer Complaints, 100% Inspections or Random Sampling Inspections. These methods are selected based on several factors including population size, relative work importance, and service times. The Government also reserves the right to change or rotate the above defined surveillance inspection methods as it deems necessary.

E. ACCEPTABLE QUALITY LEVEL (AQL)

1. The AQL is the level of performance of the contract requirements the Contractor shall perform for the particular contract requirement to be considered acceptable and rated as passed as defined in the QASP Check sheets and Inspection Guide. The AQL is shown in the performance criteria section of the QASP Inspection Guide and on each Check sheet. For each Check sheet requirement, the AQL serves as a benchmark to evaluate the Contractor's performance as it applies to that particular requirement. The COR should be notified in all cases where the AQL is not met for a particular Check sheet item.
2. The unit of measure for an AQL for a given Check Sheet element may be stated either as a percent or as an absolute number of items per time period. The specific AQL is identified for each requirement in the QASP inspection guide and/or check sheets. All of the above outlined surveillance methods may be applied to determine the AQL.
3. The AQL may trigger payment reductions to be determined by the CO, and in certain cases, negotiations with the Contractor. In addition, the AQL is also the threshold below which other contract actions will be taken (cure notices, show cause letters, termination, etc.) as deemed appropriate by the CO. In short, it is a Government QA tool to determine when performance is acceptable and when performance needs improvement and/or further contract administration actions.
4. How to determine an AQL percentage rating
 - a. Determine how many times the service is expected to be provided during the surveillance period (population).
 - b. Determine what the maximum number of nonconforming services or supplies for the given requirement for the period the Government should tolerate (number of accepted nonconforming services or supplies).
 - c. Subtract the number of accepted nonconforming services or supplies from the population to determine the number of required services that should be performed satisfactorily (acceptable services).
 - d. Then divide the number of acceptable services by the population to determine the AQL.
 - e. All of the above data shall be documented on the Inspection Check sheets, in the Rating Comments Section.
 - f. The AQL for a specific Check sheet is identified on each Check sheet as a percentage. To determine if a Check sheet is rated as "PASS", each of the individual elements in the Check sheet is weighted in a percentage. For each Check sheet element passed, the percentage score for each Check sheet element is added together to produce a total overall percentage rating for each

Check sheet. If the total percentage for each Check sheet meets or exceeds the AQL for that particular Check sheet, the Check sheet is rated as passed.

AQL = Total Number of Observed Approved Service occurrences/ Sample

F. EVALUATION PROCEDURES

1. Attachment B, Checksheet Inspection Guide provides the detail of how the COR or WMI's will conduct inspections. This includes, but not limited to, the following:
 - a. Requirement Number;
 - b. Population;
 - c. Task or Contract Reference;
 - d. Surveillance/Inspection Procedures, and;
 - e. AQL Performance Criteria
2. The level of inspection details must be adequate to allow the MWIs to employ the same method of surveillance, apply the same performance evaluation criteria, and produce the required level of documentation to justify a fair and reasonable performance rating (pass/fail and AQL percentage) associated with all eleven check sheets and six CLINs/Sub-CLINS. The COR and MWIs will interpret and administer contract surveillance in strict accordance with the approved QASP inspection guide.

G. QASP REPORTS AND CONTRACT PAYMENT REDUCTIONS (PAYMENT DEDUCTIONS)

1. Reductions, while related to Quality Assurance Surveillance Plan (QASP) evaluation, are a separate and distinct contract administrative action. Reductions from the contract sub-CLIN (i.e., Facility Operations; Building Systems Water Treatment; Basic Service Calls; Preventative Maintenance) plus the Administrative Support for all IDIQ CLIN negotiated prices. This will be based upon the COR's analysis and the MWIs inspections which will document nonconforming services or supplies in the Monthly QASP Site Report regardless of the inspection method executed.
2. Nonconforming supplies or services are recorded for each work occurrence that either is not performed or is performed unsatisfactorily and is incorporated into the COR's Monthly QASP Site Report and documented in the COR's local contract file. For all methods of surveillance, reductions for only the inspected/observed and documented nonconforming services or supplies are appropriate. Simply stated, the Government should not pay for a product or service not received, or received in an unsatisfactory condition; however, appropriate specific inspection and performance documentation of each nonconforming supplies or services must be captured before reductions are executed.

3. The major categories of services (CLINs/Sub-CLINs) to be evaluated in the Monthly QASP Report (as identified and priced in contract Section B) are as follows:

- a. **(sub-CLIN) On-Site Project Management** (check sheets 8, 9, and 11)
AQL=90%
- b. **(sub-CLIN) Facilities Operations** (check sheets 1, 2, and 7) AQL=90%
- c. **(sub-CLIN) Water Treatment** (check sheet 3) AQL=90%
- d. **(sub-CLIN) Service Calls** (check sheet 4) AQL=90%
- e. **(sub-CLIN) Preventative Maintenance** (check sheets 5 and 6)
AQL=95%
- f. **(CLIN) Administrative Support IDIQ** (check sheet 10) AQL=90%

4. Reductions will be taken from each CLIN/Sub-CLIN monthly payment based on the Monthly QASP Summary Report if the monthly AQL rating is less than the AQL identified for each individual Check sheet. Each Check sheet's AQL percentage rating scored lower than the AQL percent required by the Check sheet will reduce the payment for that specific CLIN rate identified in Section B of the contract.

For example if the AQL is 90% for monthly Check sheet (as part of a sub-CLIN) contract payment amount (rate) is \$1,000 and it was determined that this month's documented Check sheet rating was 80%, the reduction would be 10% of \$1,000 (= \$100).

5. If a trend is observed by the COR in the overall poor performance, or poor performance in a specific QASP Check sheet element, the COR will notify the Contracting Officer and/or Contractor Program Manager of the findings to resolve the performance issue promptly.

6. COR Monthly QASP Report

a. The **COR Monthly QASP Report** will be completed by the COR. The MWIs will complete all related QASP check sheets and furnish the COR the **COR Monthly QASP Report** for each of the above outlined 6 CLINs/Sub-CLINs using the Inspection Check sheets, Attachment A, and Checksheet Inspection Guide, Attachment B.

b. The COR's report will include completion of all eleven (11) check sheets with a summary report that identifies the overall AQL rating for each of the eleven individual check sheets. Each Check sheet will be rated as passed/failed based on the percentage rating meeting the AQL for that particular Check sheet. The COR Monthly QASP Report will be provided each month to the COR for review and final rating determination for inclusion into the COR Monthly QASP Summary Report, Attachment D, documenting the overall Contractor's contract performance.

7. COR Monthly QASP Summary Report , Attachment D

- a. The overall COR Monthly QASP Summary Report will be generated by the COR from data extracted from the COR Monthly QASP Report and will be furnished to the CO each month. This report will also be the basis for determining the Contractor's reductions and performance rating. The CO will review the COR Monthly QASP Summary Report furnished by the COR and ensure all reports reflect consistent and accurate evaluations for the appropriate Check Sheet elements with adequate documentation to support the resulting AQL rating for each Check Sheet.
- b. Should errors be discovered in the COR Monthly QASP Summary Report, the CO will modify the report ratings to ensure accuracy in rating Check Sheet elements.
- c. The CO will issue an overall Monthly QASP Summary Report based on the data submitted by the COR. The report will summarize the scores of all 6 CLIN/Sub-CLIN's and all 11 related Check Sheets. It will also be the basis of determining the overall Contractor performance level for each of the individual 6 CLIN/Sub-CLIN's.
- d. The CO will formally issue the report to the Contractor for comment.
- e. The Contractor's Program Manager will have 10 calendar days to respond to the findings of the Monthly QASP Summary Report. If the Contractor agrees with the report, the Contractor may generate a voucher for the amount identified by the Contracting Officer in the final QASP report issued for the previous month's services.
- f. If the Contractor disputes the finding in the report, the Contractor's Program Manager shall provide a written response documenting the rationale for disputing each of the nonconforming services or supplies cited in the report. After taking into consideration the findings identified in the Monthly QASP Summary Report and any relevant and timely Contractor Technician performance documentation provided by the Contractor's Program Manager, the CO will make a final determination and inform the Contractor and COR of the appropriate voucher amount that can be submitted for payment.
- g. Contract payment reductions will be taken from each CLIN/Sub-CLIN's for any Check Sheet AQL ratings less than the AQL identified with each of the associated Check Sheets. Each rating lower than the AQL percentage required by a given Check Sheet will reduce the payment for that site-specific CLIN/Sub-CLIN's monthly contract payment amount.

h. If the Contractor and CO are still not in agreement on the appropriate voucher amount, the Contractor shall issue a voucher as directed by the Contracting Officer and may seek additional payment via the disputes clause in the contract.

H. NONCONFORMING SERVICES AND SUPPLIES AND REWORK PROCESS.

1. This section is included in the QASP to provide guidance and information to the Contractor, COR, and MWIs personnel regarding this process-- if it becomes necessary to implement it. The FAR clause has been adapted to provide instruction to the government personnel. In part, the FAR states:

“FAR 46.407 -- Nonconforming Supplies or Services.

(a) The contracting officer will reject supplies or services not conforming in all respects to contract requirements (see [46.102](#)). In those instances where deviation from this policy is found to be in the Government’s interest, such supplies or services may be accepted only as authorized in this section.

(b) 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 (as may be the case in some cost-reimbursement contracts), correction or replacement must 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.

(c) (1) In situations not covered by paragraph (b) of this section, the contracting officer will ordinarily reject supplies or services when the non-conformance is critical or major or the supplies or services are otherwise incomplete. However, there may be circumstances (e.g., reasons of economy or urgency) when the contracting officer determines acceptance or conditional acceptance of supplies or services is in the best interest of the Government. The contracting officer must make this determination, based upon:

(i) Advice of the technical activity that the item is safe to use, and will perform its intended purpose;

(ii) Information regarding the nature and extent of the non-conformance or otherwise incomplete supplies or services;

(iii) A request from the contractor for acceptance of the nonconforming or otherwise incomplete supplies or services (if feasible);

(iv) A recommendation for acceptance, conditional acceptance, or rejection, with supporting rationale; and

(v) The contract adjustment considered appropriate, including any adjustment offered by the contractor.”

2. The COR directly involved, must furnish this data to the CO in writing, except that in urgent cases it may be furnished orally and later confirmed in writing. Before making a decision to accept, the contracting officer must obtain the concurrence of the activity responsible for the technical requirements of the contract and, where health factors are involved, of the responsible health official of the agency concerned.
3. If the non-conformance is minor, the COR may make recommendations to the CO who will make the final determination whether or not to accept or reject the work.
4. The COR will assist the CO in discouraging the repeated tender of nonconforming supplies or services, including those with only minor non-conformances, by appropriate action, such as rejection and documenting the Contractor's performance record.
5. When supplies or services are accepted with critical or major non-conformances as authorized in paragraph (c) of this section, the contracting officer may modify the contract to provide for an equitable price reduction or other consideration. In the case of conditional acceptance, amounts withheld from payments generally should be at least sufficient to cover the estimated cost and related profit to correct nonconforming supplies or services and complete unfinished work.
6. The CO must document in the contract file the basis for the amounts withheld (This data will be provided to the CO by the COR). For services, the CO can consider identifying the value of the individual work requirements or tasks (subdivisions) that may be subject to price or fee reduction. This value may be used to determine an equitable adjustment for nonconforming services.
7. However, when supplies or services involving minor non-conformance are accepted, the contract need not be modified unless it appears that the savings to the contractor in fabricating the nonconforming supplies or performing the nonconforming services will exceed the cost to the Government of processing the modification.
8. Notices of rejection of work must be in writing using the Non-Conformance Notification for Rework Form (NNR), Attachment E, with rationale for rejection of work. The notification shall be furnished promptly to the Contractor. Promptness in giving this notice is essential because, if timely nature of rejection is not furnished, acceptance may in certain cases be implied as a matter of law and untimely notification may preclude the Contractor from re-performing a given service. The following notification timeframes shall be followed by the IRS COR and MWIs:
 - a. PM tickets: within 5 work days
 - b. Service call tickets: within two work days
 - c. IDIQ final inspections: within 5 work days
9. Re-work Process

- a. The preferred way to resolve known nonconforming services or quality supplies/materials is to request performance (if unperformed initially), or re-performance (if performed unsatisfactorily).
- b. The primary mission of the Government's inspection is not to deny payment to the Contractor but to receive the desired services in a quality and timely manner. A requirement with timeliness as a performance requirement cannot be re-worked in subsequent time period. For example, if a weekly or monthly PM is not successfully completed within these timeframes agreed to, no credit can be given for that work being performed in a subsequent month.
- c. On a case-by-case basis, the COR may agree to allow deferments for up to a maximum of 30 calendar days for work not performed and/or needing to be re-worked due to nonconforming substandard performance of the services performed.

10. Reductions for Re-work by Others

In the event "re-work" services are accomplished by other than the Contractor, reductions may be made in accordance with the termination clause and the following procedures:

FAR 49.402-6, REPURCHASE AGAINST CONTRACTOR'S ACCOUNT“(a) *When the supplies or services are still required after termination, the contracting officer shall repurchase the same or similar supplies or services against the contractor's account as soon as practicable. The contracting officer shall repurchase at as reasonable a price as practicable, considering the quality and delivery requirements. The contracting officer may repurchase a quantity in excess of the undelivered quantity terminated for default when the excess quantity is needed, but excess cost may not be charged against the defaulting contractor for more than the undelivered quantity terminated for default (including variations in quantity permitted by the terminated contract). Generally, the contracting officer will make a decision whether or not to repurchase before issuing the termination notice.*

(b) If the repurchase is for a quantity not over the undelivered quantity terminated for default, the Default clause authorizes the contracting officer to use any terms and acquisition method deemed appropriate for the repurchase. However, the contracting officer shall obtain competition to the maximum extent practicable for the repurchase. The contracting officer shall cite the Default clause as the authority. If the repurchase is for a quantity over the undelivered quantity terminated for default, the contracting officer shall treat the entire quantity as a new acquisition.

(c) If repurchase is made at a price over the price of the supplies or services terminated, the contracting officer shall, after completion and final payment

of the repurchase contract, make written demand on the contractor for the total amount of the excess, giving consideration to any increases or decreases in other costs such as transportation, discounts, etc. If the contractor fails to make payment, the contracting officer shall follow the procedures in [Subpart 32.6](#) for collecting contract debts due the Government.”

11. Notification of Contractor Concerning Re-work.

- a. In all inspection methods, the Government will notify the Contractor of observed nonconforming quality of material/supplies or services in a timely manner. This may be done issuing CMMS work tickets, editing completed PM tickets, using copies of the performance evaluation Check Sheets or other written procedures.
- b. The Contractor may be credited for all accomplished re-work completed within the contract required time frames, regardless of the surveillance method employed.

[Note: Attachments referenced in the QASP are not included in the solicitation/contract.]

TIRSE-13-R-00004

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The company who has provided you this form is proposing on an Internal Revenue Service (IRS) Facility Operation & Maintenance Service contract (e.g. management, operation, preventative maintenance & repair for buildings, structures, grounds, utilities and related support systems) Past performance is an important evaluation criterion for the acquisition, so input from previous customers of the offeror is very important. We would greatly appreciate you taking the time to complete this form. Note: *Offerors may be debriefed on performance evaluation information obtained from references. However, the names of the individual(s) providing information will not be disclosed.*

Please provide your honest assessment and return the completed form (or equivalent) directly to the IRS Contracting Officer in time for evaluation beginning on or about _____ (offeror is to insert date listed on solicitation page 1, SF33, block 9, unless proposal due date is otherwise amended):

**Ms. Linda Bender
Internal Revenue Service
Office of Field Procurement - Southeast Area
2888 Woodcock Blvd. Suite 300, Stop 80-N
Atlanta, GA 30341**

Phone: (404) 338-9210;

Fax: (404) 338-9231; or

E-Mail: linda.bender@irs.gov subject: "Solicitation TIRSE-13-R-00004-PP Questionnaire"

PART TWO: GENERAL INFORMATION

1. OFFEROR'S NAME AND ADDRESS

2. CUSTOMER ORGANIZATION
NAME AND ADDRESS

3. CONTRACT NUMBER: _____

2a. EVALUATOR

4. ANNUAL CONTRACT VALUE (Check One):
___<\$1M; ___ \$1-10M; ___ \$10-20M; ___>\$20M

NAME: _____
TITLE: _____
PHONE NO: _____

5. CONTRACT OR ORDER AWARD DATE:

____/____/____

6. CONTRACT OR ORDER COMPLETION DATE

(Include Extensions):

____/____/____

7. CONTRACT TYPE (Check All That Apply):

- Firm-Fixed Price
- Cost-Plus/Fixed Fee
- Cost Plus Adjustable Fee
- Labor Hour/Time-and-Materials Other: Specify: _____

8. COMPLEXITY OF WORK

(Check One Response):

- Difficult Routine Both

PART TWO: GENERAL INFORMATION (continued)

9. INDICATE GEOGRAPHIC DISTRIBUTION OF SERVICES

Local; Nationwide; Worldwide

10. NUMBER OF USERS /LOCATIONS SERVICED BY THIS CONTRACT:

- **TYPE AND EXTENT OF SUBCONTRACTING SUPPORT** (Complete this item only if subcontracting support was used by the offeror):

- **BRIEF DESCRIPTION OF YOUR CONTRACT REQUIREMENTS:**

PART THREE: OFFEROR PERFORMANCE RATING

Please rate the offeror’s performance in each of the evaluation factors/subfactors listed on the following pages. Determine the adjectival rating that most nearly represents your experience with this offeror and indicate your assessment by placing any “X” under the appropriate heading.

Evaluation factors include:

- a. QUALITY OF SERVICES
- b. OFFEROR PERSONNEL
- c. TIMELINESS OF PERFORMANCE
- d. CUSTOMER SATISFACTION

Adjectival ratings are defined as follows:

EXCELLENT = Offeror performance exceeded customer expectations or contract requirements, and routinely provided significant or worthwhile features or benefits.

SATISFACTORY = Offeror performance met customer expectations or contract requirements (i.e., demonstrated an acceptable understanding of the requirements, provided an acceptable management and Technical approach to tasks; and provided complete response to customer needs)

MARGINAL = Offeror performance occasionally failed to meet customer expectations or contract requirements and could have stood improvement (i.e. demonstrated a marginal understanding of requirements and marginal approach to tasks).

UNSATISFACTORY = Offeror performance **DID NOT** meet customer expectations or contract requirements routinely.

NEUTRAL = Offeror has no performance history and is not be rated favorably or unfavorably.

PART THREE: OFFEROR PERFORMANCE RATING

A. QUALITY OF SERVICE

EXCEL SATIS MARG UNSATIS NEUTRAL

1. Contractor's overall performance and management of contract requirements
2. Contractor's ability to satisfy contract technical work requirements
3. Contractor's process for controlling work (receiving, validating, scheduling and tracking individual contract work requests)
4. Contractor's Quality Control System (ability to identify and correct cause of non-conforming work or work processes)
5. Contractor's Safety Program (record of safe operation)

Comments:

B. OFFEROR PERSONNEL

EXCEL SATIS MARG UNSATIS NEUTRAL

1. Project Manager (ability to effectively manage the contract)
2. Supervisors (ability to supervise contract work)
3. Contractor's Work Staff, including Subcontractors (adequately trained; possess necessary skills; perform effectively in accordance with contract terms; etc.)

Comments:

C. TIMELINESS OF PERFORMANCE

EXCEL SATIS MARG UNSATIS NEUTRAL

1. Timely contract start-up (acquired required licenses, training, administrative clearances, equipment, etc. and prepared to start performance by contract start date)
2. Timely performance of contract work
3. Timely performance of administrative actions (e.g. submission of required reports, records, and other data submissions)
4. Timely payments (payroll and subcontractor payments)

Comments:

PART THREE: OFFEROR PERFORMANCE RATING

D. CUSTOMER SATISFACTION

EXCEL SATIS MARG UNSATIS NEUTRAL

- 1. Contractor's commitment for providing resources as necessary to resolve user problems and questions
- 2. Contractor's ability to relate effectively to customer staff
- 3. Contractor's ability to meet contract goals and objectives
- 4. Contractor's positive and effective response to unexpected change and urgent requirements

YES NO UNCERTAIN

- 5. *In your judgment, does the Contractor display integrity (appearing to adhere to a code of sound moral principals, uprightness, and honesty)?*
 - 6. **WOULD YOU CONTRACT WITH THIS CONTRACTOR AGAIN FOR SIMILAR SERVICES?**
- Comments:

COMMENTS:

PART FOUR: EVALUATOR

The evaluation was performed by:

Name/Title of Evaluator: _____ Signature of Evaluator: _____ Date: _____
 Phone No. and Email Address _____

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a Federal contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

(End of provision)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this

acquisition is 541210.

(2) The small business size standard is \$35.5M.

(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 clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications 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 ORCA are applicable to this solicitation as indicated:

(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 clause at [52.204-7](#), Central Contractor Registration.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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) [52.214-14](#), 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.

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

(ix) [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.

(x) [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.

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

(xii) [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.

(xiii) [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.

(xiv) [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.

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

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 ORCA.
(End of provision)

K.3 52.209-7 Information Regarding Responsibility Matters (FEB 2012)

(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 proceedings 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 Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

K.4 IR1052-04-001 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.

a. For services (except construction):

At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of (Insert name of offeror' company or firm): _____.

Employees of (Insert name of offeror' company or firm): _____ 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.

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

The *(Insert name of offeror' company or firm):* _____ shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

Employees of *(Insert name of offeror' company or firm):* _____ 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.

c. For general construction or construction by special trade contractors:

The *(Insert name of offeror' company or firm):* _____ will perform at least *(Insert 15 or 25):* _____ percent of the cost of the contract, not including the cost of materials, with its own employees.

Employees of *(Insert name of offeror' company or firm):* _____ perform the following work in fulfilling the contract requirements. List the work and estimated percent of contract cost, and provide brief narrative description.

K.5 DUNS NUMBER

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of a contractor's business. D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. D&B can be accessed online at: <http://fedgov.dnb.com/webform>

Registered Name of Company and location: _____

DUNS No. _____ +4 No. (if applicable) _____

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/>

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

NUMBER TITLE

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

L.2 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 that 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 modifications 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 without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(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.3 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) a combination FFP and time-and-materials type contract resulting from this solicitation. (End of provision)

L.4 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.5 [RESERVED]

L.6 IR1052-96-061 DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer.

Correspondence, including written questions, should be directed to the address shown

in Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications should also be directed to that individual. Questions concerning any technical aspect of the solicitation must be in writing. 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.7 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.8 SITE VISIT/PRE-PROPOSAL CONFERENCE

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.

A pre-proposal conference will be held on site at ATSPC located at 4800 Buford Hwy, Chamblee, GA 30341, 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 may 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, Linda Bender. Registration should be made via email to: linda.bender@irs.gov, with email subject line reading "***SOLITATION TIRSE-13-R-00004 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 IRS procurement website as an amendment to the

solicitation. **Offerors are responsible for monitoring the IRS website for solicitation amendments throughout the solicitation process.**

L.9 PROPOSAL PREPARATION INSTRUCTIONS

L.9.1 General Instructions

- a. The Government will not pay any costs incurred in the preparation and submission of proposals. Offeror shall submit response to this solicitation to the address shown in paragraph entitled "Mailing Instructions" below.
- b. Faxed or E-Mailed offers will not be considered or evaluated.
- c. Offeror's response must include (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, and copies identified as "COPY". 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.9.4 below. The volume number, copy number, title, solicitation number, and Offeror's name shall be clearly identified on the cover and spine of each binder. Refer to following chart for number of copies required, and applicable page limitations.

VOLUME	Copies	Page Limit per Copy
<p>I. Business Proposal See "Volume I - Business Proposal" in L.9.2 below for specific proposal instructions. Content includes, but is not limited to:</p> <ol style="list-style-type: none"> a. Standard Form 33 b. Section G, Para. G.1.3, Program Manager Designation c. Section K, Offeror Representations & Certifications d. Other required information 	Original + One Hard Copy	No page limitation
<p>II. Price Proposal See "Volume II - Price Proposal" in L.9.3 below for specific proposal instructions. Content includes, but is not limited to:</p> <ol style="list-style-type: none"> a. Section J, Exh. B-1, Price Schedule b. Section J, Exh. E-1, PRST 	Original + One Hard Copy, PLUS One Electronic Submission (excel file)	No page limitation

<p>III. Technical Proposal See “Volume III – Technical Proposal” in L.9.4 below for specific proposal instructions. Content includes, but is not limited to:</p> <ul style="list-style-type: none"> a. Tab 1: Introduction b. Tab 2: Staffing Plan & Phase-In Plan c. Tab 3: Building Operations Plan d. Tab 4: Service Call Plan e. Tab 5: Preventive Maintenance Plan f. Tab 6: Additional Services Plan g. Tab 7: Subcontracted Work h. Tab 8: Relevant Work Experience i. Tab 9: Record of Past Performance 	<p>Original + Three Hard Copies bound in loose-leaf, 3-ring binders capable of lying flat when opened</p>	<p>150 Pages, see L.9.4</p>
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- e. Price Proposal limitations. No page limitation, however, it is strictly limited to applicable information.
- f. Proposals should be identified with offeror's company name and as being either the original document or copy.
- g. The proposal must be valid for a period of no less than 150 calendar days after submission.
- h. Transmittal envelopes or boxes shall include the solicitation number in the lower left corner: TIRSE-13-R-00004.
- i. 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.
- j. 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.9.2 Volume I - Business Proposal

Volume I includes 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, and phone number; and (3) 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.
- 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.9.3 Volume II - Price Proposal.

L.9.3.1 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. (Refer to Section M, Paragraph M.6, Price Evaluation, regarding evaluation methodology that will be used.) Pursuant to FAR 52.222-43 (b), *"The contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause."*

The PRST (Exhibit E-1) is to reflect the contractor's "Weight" assignment (i.e. % of contract value) for each contract line item listed in the Exhibit.

L.9.3.2 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 input as a spreadsheet using Excel. Offerors are to complete pricing information and return compact disk (CD) with Volume II. The data contained on the CD submission may not have any password protection or other means that would prohibit the government from verifying formulas.

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 of line item unit prices (i.e. firm-fixed price for Basic Services and fixed labor hour rates for Additional Services). Breakdown should reflect how prices were derived, to include offeror's direct costs (i.e. labor, materials, equipment, subcontract, etc.); indirect costs; and, fee.

(3) Offeror is to propose its indirect cost for materials ("Indirect Cost - Materials") as a percentage of cost. Offeror is to submit supporting documentation 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; and (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(4) Offeror is to propose its "Coefficient" percentage to be applied to applicable RS Means bare material costs when using the approved RS Means Pricing Guide for Additional Services task order quotes based on firm-fixed prices. Offeror is to submit supporting documentation that reflects how the percentage rate was derived.

- b. PRST (Exhibit E-1): Offerors are to complete column 7, "Weight" by applying the percent of contract cost attributed to performance of each contract line item. See Section E, paragraph E.2 for explanation of PRST.

L.9.4 Volume III - Technical Proposal

L.9.4.1 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 technical evaluation factors that will be used to evaluate proposals, and subfactors 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.9.4.2 Specific

a. Technical Proposal Limitations:

- (1) The proposal shall not exceed 150 pages. The page limitation does not include table of contents, dividers. Pages in excess of 150 will be removed without being evaluated. No material may be incorporated by reference.
 - (2) The technical proposal text shall be 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 prime 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.9.4.2.1 through L.9.4.2.9.

L.9.4.2.1 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.9.4.2.2 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 ATSPC 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 ATSPC 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.3.10. The plan shall include milestone charts and address all of the requirements in PWS Paragraph C.3.10.1 through C.3.10.6. 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 90 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 Technical Exhibit TE-6 that are required before contract start date

L.9.4.2.3 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.9.4.2.4 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.9.4.2.5 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:

- a. How the PM schedule will be updated and generated;
- b. How PM task orders will be assigned;
- c. What PM standards and procedures will be used for equipment maintenance;

- d. What equipment the contractor will need to develop a PM Guide card for;
- e. How PM will be closed-out and equipment records will be updated in CMMS;
- f. How COR will be notified when it is necessary to defer PM;
- g. How deferred PM will be re-scheduled and documented when deferred and completed;
- h. How equipment history database will be established and maintained;
- i. 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;
- j. How PM Program will be integrated into the QC Program;
- k. How equipment will be tagged with updated equipment ID numbers; and
- l. List of critical spare parts for equipment PM and repairs activities that will be maintained on-site.

L.9.4.2.6 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.9.4.2.7 Tab 7 – Subcontracted Work

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. Discuss how offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum extent practicable consistent with the objectives and requirements of the solicitation. Non-competitive selection of proposed subcontractors must be justified.
- d. 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.9.4.2.8 Tab 8 – Relevant Work Experience

- a. 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 a list of all active or completed contracts during the last three years. This list shall only include the offeror's contracts or subcontracts greater than \$650,000 annually. For this list, include the contract name, contract number, brief description and points of contacts with their phone numbers. Asterisk contracts you consider **relevant** to this solicitation.
 - (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.
- b. For all **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
- c. Additionally, address the following for all **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.

L.9.4.2.9 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. Provide references on **relevant** contracts, active and underway for a minimum of 12 months or completed within the last three years. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement and customer satisfaction. For each reference provide a brief description of the scope of the contract and state why the contract is considered relevant.
- 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 2, "Past Performance Questionnaire" to its references to complete and return directly to the Contracting Officer. The government desires receipt of completed questionnaires from at least four references, preferably for relevant contracts. However, if four references are not available, 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.

L.10 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.: Linda Bender
2888 Woodcock Blvd., Suite 300, Stop 80-N
Atlanta, GA 30341

Phone: 404/338-9210

L.11 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 2 hard copies 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, 52.209-7, Information Regarding Responsibility Matters;
K.4, IR1052-04-001, Instructions to Offerors for Performance Requirements; and
K.5 DUNS Number

PRST (Exhibit E-1) (Submit 1 copy complete with assigned Weights in Column 7)

**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

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

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. (*Refer to Section K, Item K.4, "IR1052-04-001 Instructions To Offerors For Performance Requirements"*).

Evaluation factors include technical factors and price. Evaluations will be performed as described below. **All evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.**

The technical factors listed below under "Technical Evaluation" will be rated using adjectival ratings. Offeror(s) with no past performance, as outlined in Section L, Item L.9.4.2.9, "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 RESERVED

M.5 TECHNICAL EVALUATION

The technical factors set forth below will be used in establishing qualified sources from a technical standpoint. **The three factors, (a) Relevant Work Experience, (b) Record of Past Performance, and (c) Technical Approach, are presented in descending order of importance to the Government, with Relevant Work Experience being the most important.** All sub-factors within a factor are of equal importance to each other.

a. Relevant Work Experience

Notice: Proposals will only be accepted from contractors regularly established in the business relevant to the scope of work, and have minimum experience performing as the prime on at least one relevant contract. **Relevant contract** is defined as facilities operations, maintenance and support contract for government or non-government organization of comparable size and complexity. See Section L, paragraph L.9.4.2.8.

b. Record of Past Performance

c. 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

M.6 PRICE EVALUATION

- a. Offerors are to submit unit prices for all contract line items in Exhibit B-1, Price Schedule. (Refer to Section L, Paragraph L.9.3, Volume II - Price Proposal.) 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. Price or cost analysis will be conducted by using one or more techniques cited in FAR text at 15.404-1 to determine whether or not proposed prices are **reasonable**.
- c. All proposed pricing, to include option period prices, 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 fixed and *estimated* quantities, as indicated in Exhibit B-1, Price Schedule.
- e. TECP calculation will be as follows:

<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>PROPOSED UNIT PRICE</u>	<u>EVALUATED TOTAL</u>
Basic Services	Months	X	<u>\$Monthly rate</u>	= \$Total
Additional Services (Labor Category)	Hours	X	<u>\$Hourly rate</u>	= \$Total
Indirect Cost - Materials	Dollars	X	<u>Rate%</u>	= \$Total
RS Means Coefficient	Dollars	X	<u>Rate%</u>	= \$Total
Start-up Fee (Base Period only)	1	X	<u>\$Fee</u>	= \$Total

Total prices will be calculated by multiplying each quantity listed in the Price Schedule by offeror's corresponding proposed unit price for Base Period and each Option Period (I-V).

The Grand Total Summary (sum of totals for Base Period and all Option Periods) equals the "Total Evaluated Contract Price" that will be used *FOR EVALUATION PURPOSES ONLY*. The government makes no commitment to expending an amount equal to the TECP.