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Building Maintenance and Operations (BMO SB) Strategic Sourcing Solution

The U.S General Services Administration (GSA) is embarking on a Federal Strategic Sourcing for Building Maintenance and Operations (herein BMO SB) services. BMO SB is issuing a Request for Proposal (RFP) for the purposes of receiving proposals. The solicitation is a 100% Total Small Business set-aside. The contract type is a Multiple Award Indefinite Delivery Indefinite Quantity (MA-IDIQ). The objective of the acquisition is to provide Government agencies with an acquisition vehicle that offers a comprehensive coverage of services that fall under the building, maintenance and operations scope.

General Services Administration's Mission

GSA's mission is to use expertise to provide innovative solutions for our customers in support of their missions, and by so doing, foster an effective, sustainable, and transparent government for the American people.

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PART I – The Schedule

Section A - Standard Forms

“Reserved for SF33 - See ATTACHMENT J.1 – STANDARD FORM 33”

Section B Services, Ordering and Prices

B.1 Background

Strategic Sourcing was mandated by the Office of Management and Budget's (OMB's) Office of Federal Procurement Policy, and implemented by OMB's memorandum entitled "Implementing Strategic Sourcing," dated May 20, 2005. The Federal Strategic Sourcing Initiative (FSSI) was established in 2006 by the Chief Acquisition Officers Council (CAOC) in collaboration with the Office of Federal Procurement Policy (OFPP) as a means for agencies to work together to improve the federal government acquisition value chain.

Strategic Sourcing, chartered under the purview of the Federal Government's Chief Acquisition Officers Council (CAOC), is governed by the Category Management Leadership Council (CMLC, formerly known as Strategic Sourcing Leadership Council, SSLC). The Office of Federal Procurement Policy (OFPP) oversees the CMLC. Many agencies actively participate in Strategic Sourcing through the Community of Practice (COP) and through Commodity Councils that provide user input to various Strategic Sourcing procurement activities.

At its core, the Strategic Sourcing program strives to implement a commodity management approach to federal procurement. The U.S. General Services Administration (GSA) is embarking on a Federal Strategic Sourcing Initiative (FSSI) for **Building Maintenance and Operations set aside for Small Business** (herein **BMO SB**) services. BMO SB is one of several commodity groups that is seeking a more effective government-wide acquisition approach.

A strategic sourcing effort typically involves the following activities:

- Analyze spend data;
- Analyze the market;
- Develop a strategy;
- Seek and negotiate with suppliers;
- Select and award to successful suppliers;
- Implement strategy; and
- Monitor performance

The U.S. General Services Administration (GSA), continuing the initiative begun by the Office of Federal Procurement Policy (OFPP) in 2005 through its Chief Acquisition Officers Council (CAOC) to provide for strategic sourcing on a government-wide basis, seeks to establish a small business set aside Multiple-Award IDIQ for services relating to Building Maintenance and Operations (BMO SB). BMO SB services were identified as a high-spend area in a U.S. Government Accountability Office report on strategic sourcing, dated April 2013. BMO SB is designed to address agencies' need for a comprehensive range of service requirements that covers services relating to building maintenance with the flexibility for various contract types and pricing at the task order level.

The BMO SB scope identifies 17 services required to maintain federal buildings. The scope was developed as part of a collaborative effort involving 18 different federal agencies as well as input from private industry. The services categories are listed below (**see Section C for a full description of services definitions and groupings)**:

Service Categories Included in BMO SB	
HVAC Maintenance	Architectural and Framework Building Maintenance Services
Plumbing and Pipefitting	Commissioning Services
Elevator Maintenance	Elevator Inspection Services
Electrical Maintenance	Janitorial
Fire Alarm System Maintenance and Repair	Landscaping/Grounds Maintenance
Fire Suppression System Preventative Maintenance and Repair	Cemetery Maintenance
Roofing Services	Pest Control
Building Management Services	Waste Management and Recycling Services
Other Facilities Related Services	

B.1.1 Authority

The Administrator of the U.S. General Services Administration (GSA) is specifically authorized to purchase supplies and non-personal services on behalf of other agencies under the Federal Property and Administrative Services Act (40 U.S.C. 501).

The authority for the award and administration of BMO SB and the delegation of authority for the award and administration of task orders under BMO SB are defined in Section G.

Hereafter, the “BMO SB Contracting Officer” will be referred to as the “BMO SB CO” and the “Ordering Contracting Officer” at the task order level will be referred to as the “OCO”.

B.1.2 Contract Type

BMO SB is a family of Multiple Award, Indefinite-Delivery, Indefinite-Quantity (MA-IDIQ) contracts for Government-wide service based requirements which is available for use by all Federal agencies and other entities as listed in the GSA Order, ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services, as amended.

BMO SB allows for various contract types at the task order level (e.g, Fixed-Price (all types), Time-and-Materials, and Labor-Hour). Task orders may also combine more than one contract type (e.g. FFP/Labor-Hour etc.). Additionally, task orders may include incentives, performance based measures, multi-year and/or option periods.

B.1.3 Minimum Contract Guarantee and Maximum Contract Ceiling

(a) Minimum. The minimum contract guarantee amount is $2,500 in aggregate task order value per contract for the full term of the contract. The exercise of the option period does not re-establish the minimum guarantee amount.

(b) Maximum. The maximum contract ceiling value of all contracts resulting from this multiple award procurement is established at $27 Billion.

(c) The Government has no obligation to issue task orders to the Contractor beyond the minimum guarantee amount specified in paragraph (a) above.

(d) The minimum guarantee amount is fully satisfied through a single or combination of awarded task orders reaching the amount identified in paragraph (a) above.

(e) Should the contract expire or be unilaterally terminated for convenience by the Government without the contractor receiving the minimum guarantee amount, the contractor may present a claim to the contracting officer for an amount not to exceed the minimum guarantee amount. The minimum guarantee amount is not applicable if the contract is terminated for cause or is bilaterally cancelled by the parties. The contractor has one year after contract termination or expiration to submit their claim to the contracting officer or waives entitlement.

See clauses 52.216-19 Order Limitations and 52.216-22 Indefinite Quantity.

B.1.4 Contract Access Fee (CAF)

GSA operating costs associated with the management and administration of BMO SB are recovered through a CAF. The CAF is a percentage of the total task order amount invoiced and the CAF percentage is set at the discretion of GSA. GSA maintains the unilateral right to change the percentage at any time. See Section G.3.1 Contract Access Fee for more details regarding CAF.

B.2 Task Order Pricing

BMO SB provides all Federal agencies the flexibility to determine fair and reasonable pricing tailored to the ordering agency's requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The OCO has the authority and responsibility for the determination of cost or price reasonableness for their agency's task order requirements. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement.

The OCO must identify the applicable contract type for all CLINs in each BMO SB task order. Agencies should use their own policies for higher risk contracts (e.g. T&M) to identify fair and reasonable pricing.

B.2.1 Labor Categories and Standard Occupational Classifications

BMO SB provides standardized labor categories (See Attachment J.4 Standardized Labor Categories and Definitions) that correspond to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) http://www.bls.gov/soc/ for which the Bureau of Labor Statistics (BLS) maintains compensation data.

In accordance with Section J, all of the BMO SB labor categories are either an individual labor category that is mapped to a single SOC and functional description or a labor category group that is mapped to multiple SOC Numbers and functional descriptions. The BMO SB labor category groups were established based upon BLS published data regarding similar direct labor compensation within a grouping of multiple SOC numbers and functional descriptions.

The Contractor shall become proficient in the use of the BLS SOC system in preparation for submitting Price Proposals under task order solicitations. OCOs will be trained by GSA in the use of the SOC direct labor pricing estimates for their task order requirements.

For each SOC, the BLS provides a National 50th Percentile estimate, a National 75th Percentile estimate, and a National 90th Percentile estimate. Also identified are the states where each occupation is paid the highest. While not identified on the BLS website, the BLS provides a 50th Percentile estimate, a 75th Percentile estimate, and a 90th Percentile estimate for each SOC in each state, metropolitan, and non-metropolitan area in the United States. This information will be incorporated into a reporting tool to be provided to OCOs and Contractors on the official GSA BMO SB webpage (webpage address will be provided after award).

Except for ODC labor as defined under Section B.3., when responding to a request for proposal under task order solicitations, regardless of contract type, the Contractor shall identify both Prime and Subcontractor labor using the BMO SB Labor Categories and corresponding SOC Number that applies. The Contractor may deviate from the Level I, II, III, and IV, definitions in Section J., as long as the Contractor clearly identifies the deviation and qualification requirements in their proposals.

B.2.2 Fixed Price Task Orders

Fixed price is defined under Federal Acquisition Regulation (FAR) Subpart 16.2, Fixed-Price Contracts, and other applicable agency-specific regulatory supplements. The OCO must determine fair and reasonable pricing for all fixed price task orders.

B.2.2.1 Non-Exempt Labor Categories

Offerors will propose labor rates for all applicable Department of Labor (DOL) Bureau Labor Statistics (BLS) Service Occupation Classification (SOC) labor categories. Fully burdened rates shall be comprised of a prevailing wage rate [Service Contract Labor Standards Statute (formerly known as

Service Contract Act), Construction Wage Rate Requirements Statute (formerly known as Davis Bacon Act), Collective Bargaining Agreements, etc. as provided by the OCO], health and welfare rate, and Regional Multiplier. Non-exempt labor categories shall use the prevailing wage rate as the offeror's direct labor/base rate for the locality in which work will be performed at the task order level. Future price adjustments will be to the prevailing wage rates only in accordance with the Fair Labor Standards Clause. The offeror's Regional Multiplier is a ceiling percentage that will not be exceeded, however the Regional Multiplier can be negotiated lower than the ceiling percentage at the task order level. The Regional Multiplier is inclusive of all costs (i.e. overhead, general and administrative, other costs, profit, etc.) an offeror may need to apply to non-exempt labor categories when proposing at the task order level. See Section M*, Evaluation Factors for Award,* of the Solicitation for information on how BMO pricing will be evaluated.

NOTE: The health and welfare rate within a wage determination will only be utilized if the contactor is not already providing health and welfare to their employees in the form of another benefit package.

B.2.2.1.1 Unusual Conditions/Circumstances for Non-Exempt Labor Categories

Based on unusual conditions and/or requirements within a specific Task Order (TO), only the agency OCO is authorized to allow an offeror to exceed the prevailing wage rate (that was established as the direct labor/base rate), before applying the Regional Multiplier. Examples of when an OCO may allow an offeror to exceed the prevailing wage rate include, but are not limited to: severe labor shortages in a given locality, facilities that require a heightened security clearance (i.e. secret, top secret), etc. When such authority is implemented, the OCO shall follow the policies and methods found in FAR Subpart 15.4, Contract Pricing, in making a fair and reasonable pricing determination. The purpose of the aforementioned authority is to allow OCO's to account for unusual conditions and/or requirements that exist within their respective project.

NOTE: Prior to deviating from a prevailing wage rate, offerors shall always provide to the OCO <u>and the GSA BMO CO</u> the detailed rationale in all instances if, and when, a direct labor/base rate is exceeded. While this authorization will come from the OCO, the BMO CO will closely monitor such occurrences to look for trends and/or misuse. Abuse of this may result in the contractor being place in dormant status and/or being off-ramped.

B.2.2.2 Exempt Labor Categories

Offerors shall propose labor rates for all applicable exempt labor categories (professional). These rates shall be proposed as fully burdened ceiling rates since the base rate does not change with the delivery location for exempt labor categories. See Section M*, Evaluation Factors for Award,* of the Solicitation for information on how BMO pricing will be evaluated.

B.2.3 Incentive Task Orders

Incentives are defined under FAR Subpart 16.4, Incentive Contracts, and other applicable agency-specific regulatory supplements. If contemplated, agencies will need to make the determination of standards for Incentive contract type task orders.

B.2.4 T&M and L-H Task Orders

Time and Materials (T&M) and Labor-Hour (L-H) is defined under FAR Subpart 16.6, T&M and L-H Contracts, and other applicable agency-specific regulatory supplements.

The Contractor may provide separate and/or blended loaded hourly labor rates for prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, FAR 52.216-30, or FAR 52.216-31. The OCO must identify which provision is applicable in the task order solicitation and or Contract Line Item (CLIN) and the Contractor must comply with the provision.

T&M and L-H task orders require the BMO SB standardized labor categories and their associated rates to be identified in the task order award document.

Other Direct Costs subcontract labor shall be proposed and awarded as Materials in accordance with FAR 52.212-4 and 52.212-4 Alternative I (May 2014).

B.2.4.1 Ceiling Rates for T&M and L-H Task Orders

When preparing solicitations for T&M and/or L-H task order Contract Line Item Numbers (CLINs), the OCO must select the following provision in the task order solicitation.

FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition For organizations within DoD, when selecting FAR 52.216-29, the OCO must also select DFARs 252.216-7002, Alternate A.

Rates awarded on the BMO SB IDIQ contract shall serve as the basis for all future year pricing regardless of task order contract type. See Section M.6 of the Solicitation for how offered pricing shall be proposed at the IDIQ level.

The quantity of hours ordered for each labor category will be specified as deliverable hours billable at the rates specified in the contract or as negotiated if lower rates are proposed for the task order. The cumulative extended total of all items ordered will define the order ceiling price. Travel and ODCs may be estimated at the task order level, when applicable and authorized in advance by the OCO. Profit on travel and ODCs is not allowable. The Government will not reimburse the contractor for costs incurred beyond the ceiling price, for hours not delivered, for hours delivered but in excess of quantities ordered for a particular labor category or for travel and ODCs exceeding the ordered amount.

B.3 Other Direct Cost (ODC) Support

ODC support, integral and necessary as part of a total integrated solution within the scope of BMO SB for which there is not a labor category specified in BMO SB or includes other direct costs such as travel, materials, equipment, subcontractors, etc., to obtain a total service solution, are allowable costs and may be included within an individual task order under BMO SB. The Contractor should propose and identify each other direct costs separately and the OCO should identify each ODC support service or other direct costs by a separate CLIN on the task order award.

The Contractor shall report in the BMO SB Management Module all Other Direct Cost Support (ODC) in accordance with Section G.3.3 Contract Transactional Data.

B.3.1 Labor Subject to the Service Contract Labor Standards (formerly known as SCA)

The BMO SB labor categories are subject to the Service Contract Labor Standards (formerly known as SCA) in accordance with FAR Subpart 22.10 and other applicable agency specific regulatory supplements. The OCO must identify such work in the task order solicitation and make a determination as to whether the Service Contract Labor Standards wage determinations are to be applied or not.

BMO SB does include clauses applicable to any Service Contract Labor Standard work that is within the scope of BMO SB.

B.3.2 Labor Subject to the Wage Rate Requirements (Formally known as DBA)

To the extent that any ODC's for construction, alteration and repair are within the scope of BMO SB and subject to the Wage Rate Requirement in accordance with FAR Subpart 22.4 and other applicable agency specific regulatory supplements, the OCO must identify such work in the task order solicitation and make a determination as to whether the Wage Rate Requirement determinations are to be applied or not.

BMO SB does not include clauses applicable to any construction, alteration, or repair work that is part of a total solution within the scope of BMO SB. Subsequently, the OCO must incorporate the appropriate clauses and provisions in each task order solicitation and subsequent award when the Wage Rate Requirements, Bond Information and Miller Act applies.

B.3.3 Travel

Travel costs may be fixed price or reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46, Travel Costs, and other applicable agency-specific regulatory supplements. To the extent authorized in the task order, Contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices and consistent with FAR 31.2. Profit shall not be applied to travel costs.

The services required by this contract are expected to be within the geographic boundaries of each Zone (see C.3) and require no travel. However, Contractor personnel may be required to travel to support the requirements of this contract as stated on individual task orders. For those task orders requiring travel, the Contractor shall include estimated travel requirements in the proposal as required by the OCO. Any

reimbursable travel to be allowed must be authorized by the Ordering Contracting Officer (OCO) in advance. No travel reimbursement outside of each Zone will be allowed without advance approval from the OCO.

B.3.4 Materials and Equipment

Material means property that may be consumed or expended during performance, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance.

Materials and Equipment should be priced in accordance with the terms of the task order award, contract type, and applicable FAR and agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to materials and equipment consistent with the Contractor's usual accounting practices.

B.3.5 Subcontracting

For commercial items, subcontracting shall follow the procedures set forth in FAR Part 12, Acquisition of Commercial Items, and other applicable agency-specific regulatory supplements.

(End of Section B)

Section C – Description/Specifications/ Performance Based Statement of Work Statement (PBSOW)

C.1 Background/Purpose:

The Building Maintenance and Operations contract is intended to provide Government agencies with an acquisition vehicle offering comprehensive coverage of services that fall under the building maintenance and operations scope. This is a Performance Based Service Contract and the success of the contract depends on the satisfaction of the requirements and satisfaction of our customers. Rather than a mere list of activities, this Performance Based Statement of Work (PBSOW) is a written expression of the BMO SB's expectation of the service to be performed by the Contractor. A higher level of effective communication between the Government and Contractor is essential for partnering and performance based service contract to succeed. The success of this Contract is shared between the Government and the Contractor.

The service requirements identified in the section may be sought as a complete comprehensive requirement that may cross over multiple service categories, including other direct costs (ODCs), or may be sought as a single service or multiple services allowing agencies the option choose services that can be customized to meet unique needs. This is a Multiple Award Indefinite Delivery Indefinite Quantity (MA-IDIQ) contract that may be used by federal agencies for all federal controlled space and assets. Task Orders (TO) issued against the parent contract for these services may use a variety of contract types including Fixed Price (FP), Time and Materials (T&M)/Labor-Hour (LH), or a hybrid mix of contract types.

BMO SB is available for use by all federal agencies and other entities as listed in U.S. General Services Administration Order ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services; as amended.

C.2 Period of Performance

Period of Performance is from the date of Notice-to-Proceed through five (5) years, with one option period of five (5) years, for a total contract period of ten (10) years with 52.217-9, Option to Extend the term of the Contract (additional 6 month term, if exercised).

C.3 Scope/Requirements

The scope of BMO SB covers the most commonly used services required for complete operation and maintenance of federal controlled space and assets. This contract will provide coverage for the five (5) independent geographic zones designated below. Zones will be awarded to offerors by CLIN. Multiple awards may be made in each CLIN. Offerors are to submit a single (1) proposal identifying the zone or zones provided. Offerors must be able to provide coverage to all locations within a proposed zone to qualify for that zone.

CLIN	Zone	Geographic Area of Coverage
Z2	Zone 2	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
Z3	Zone 3	Florida, Georgia, North Carolina, South Carolina
Z4	Zone 4	Oklahoma, Texas
Z5	Zone 5	California, Nevada
Z6	Zone 6	Illinois, Iowa, Kansas, Missouri, Nebraska

C.4 Performance Objectives

Services covered under this scope are divided into two separate Service Groups; Operations & Maintenance (O&M) and Facility Support Services (FSS). Under each Service Group there are services that have been designated as required or optional. The required services are the minimum services the offeror must be able to provide in order to compete for a contract under this solicitation. The optional services are additional services offerors can provide as part of a total solution (see evaluation section). The diagram below identifies all Service Categories within scope labeled as required or optional. The diagram below identifies both Service Groups and the services that fall under each. Offerors may provide proposals for one or both service groups. If an offeror is proposing both service groups the offeror shall submit one proposal under O&M, including the FSS as optional services; however all required O&M and required FSS services would need to be proposed.

BMO SERVICE CATEGORIES	
Operations & Maintenance	**Facility Support Services**
Required	***Required***
HVAC Maintenance	Janitorial
Plumbing and Pipefitting	Landscaping/Grounds Maintenance
Electrical Maintenance	
Optional	***Optional***
Elevator Maintenance	Cemetery Maintenance
Fire Alarm System Maintenance and Repair	Pest Control
Fire Suppression System Preventative Maintenance and Repair	Waste Management and Recycling Services
Roofing Services	
Building Management Services	
Architectural and Framework Building Maintenance Services	
Commissioning Services	
Elevator Inspection Services	
Facility Support Services (*Required FSS* – Janitorial and Landscaping/Grounds Maintenance; *Optional FSS* – Cemetery Maintenance, Pest Control, and Waste Management and Recycling Services)	
Other Facility Management Related Services	

This IDIQ contract requires the contractor to possess the capability and capacity to perform, or manage with subcontractor support, the tasks described in the below following Service Category descriptions. This contract is intended to offer government agencies services as a standalone as well as an all-

inclusive solution for various task order types. The contractor is responsible for the efficient, effective, economical and satisfactory operation, scheduled and unscheduled maintenance, and repair of equipment and systems. The contractor shall provide at a **minimum** all management, supervision, labor, materials, repair parts, tools and equipment/supplies, administrative support and shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract to perform the following services:

C.5 Service Category Descriptions

C.5.1 Operations & Maintenance

C.5.1.1 HVAC Maintenance (Required Service)

Services relating to the maintenance, repair and operation of heating, air conditioning, and ventilation systems, including chillers, boilers, radiators, refrigeration compressors, refrigeration units, water treatment, air ducts, Central Utility Plant (CUP), heat pumps and air handlers and or/ such equipment determined critical by the OCO or designee. Services include, but not are limited to, cleaning; air balancing; monitoring and maintenance of Building Automation Systems, controls and monitoring equipment, restoration and de-contamination of HVAC systems or any combination; materials; tools; transportation; supervision and labor to perform all repairs; implementation and documentation of periodic preventative maintenance (PPM); and emergency service work calls to ensure continual operations of all primary systems, air handling equipment, terminal units and associated HVAC and controls equipment.

C.5.1.2 Plumbing and Pipefitting (Required Service)

Services related to the maintenance, repair and operation of plumbing, sanitary, sewage systems, storm water drainage systems, and central drinking water cooling and filtration systems. Services include, but are not limited to, maintenance and repair of all types of high temperature water and high-pressure piping systems (e.g. hydraulic, nitrogen, oxygen, steam heating, steam-generating systems, etc), utility systems, supply systems, disposal systems, plumbing fixtures, plumbing fittings, and equipment such as sewage, water, gas, and oil lines, compressed air, vacuum, and acid systems, water closets, water heaters, hydrants, backflow preventers, valves, pumps and pipes.

C.5.1.3 Electrical Maintenance (Required Service)

Services related to the maintenance, repair and operation of electrical systems including instruments, apparatus and equipment. Services include, but are not limited to, power distribution equipment (switchgear, power panels) and backup/emergency electrical systems (uninterruptible power supply, generator) motors and controls, lighting systems, motor control centers, automatic transfer switches, transformers, electrical disconnects, circuit breakers, re-lamping, fabricating, alteration, frequency drives and testing.

C.5.1.4 Elevator Maintenance (Optional Service)

Services related to the maintenance, repair and operation of all types of elevator and escalator equipment (including hydraulic ram and dumbwaiter elevators). Services include, but are not limited to,

the performance of full repair and maintenance services including maintenance or repair of all mechanical devices and lighting, fixtures, ballast, bulbs, lamps, tubes, intercoms, telephone devices, wiring, appurtenances mounted in or on the car, fans, air conditioning units, security systems, lenses switches, lens plates, push buttons, doors, hoistway and car doors, guides and operating devices; hoisting machines, sheaves and brakes, motors and motor generator sets; hoisting ropes, governor ropes, safety ropes, compensation ropes, operating cables, governors, safeties, interlock and contacts, guide rails and oiling devices, terminal, slowdown and leveling devices, elevator cars, counterweights, and buffers, machine rooms, hoistways and pits, automatic and manual emergency fire service (phase I and II) and emergency power operations.

C.5.1.5 Fire Alarm System Maintenance and Repair (Optional Service)

Services related to the maintenance, repair and operation of fire alarm systems. Services include, but are not limited to, the performance inspection, testing, and repair of a variety of fire alarm and notification systems, equipment and components such as manual alarm devices, smoke and heat detectors, tamper switches, pressure switches, water flow switches, remote and graphic annunciators, main fire alarm panel and components, voice alarm system, fire rated partition and assemblies, speakers and horns and other audible and visual devices, wiring circuits and junctions, all other alarm, detection and control and ancillary devices, and emergency power operations.

C.5.1.6 Fire Suppression System Preventative Maintenance and Repair Services (Optional Service)

Services related to the maintenance, repair and operation of water, dry, or chemical based fire suppression systems. Services include, but are not limited to, the performance inspection, testing and preventive maintenance or repair services of all mechanical devices including valves, sprinklers, couplings, piping and connections, water motor gongs and alerting devices, tamper switches, pressure switches, water-flow switches, standpipes, backflow preventers, private fire service mains, fire dampers, pumps, test headers, kitchen exhaust fume hoods, grease ducts and food preparation equipment.

C.5.1.7 Roofing Services (Optional Service)

Services related to the maintenance, repair and operation of roofing structures and surfaces. Services include, but are not limited to, the performance of warranty/monitoring, roof maintenance, roof inspection, roof drains maintenance, installation and site preparation, gutter cleaning, design assistance for roof information management system; green roofing maintenance, training and consultation; asbestos core testing; moisture analysis; wind uplift testing; and infrared scanning.

C.5.1.8 Building Management Services (Optional Service)

Services related to facilities management, consulting, contractual and regulatory compliance, quality assurance, quality control, risk management, safety continuous improvement and the application of best practices. Services include, but are not limited to, property and facilities management, maintenance of a service call system, including logs, responses and tracking, planning, monitoring, scheduling, reporting of ongoing activities, costs/schedule tracking, clerical, administrative support, conditions assessment services and quality control software support services, BAS and Smart Building Support and computer

and/or facilities management systems. The service will include adequate staff of personnel and alternates as required, with the necessary management expertise to assure performance of the work in accordance with sound and efficient management practices.

C.5.1.9 Architectural and Framework Building Maintenance Services (Optional Service)

Services related to the maintenance and repair to the structural and framework of buildings. Services include, are but not limited to, interior and exterior painting, flooring replacement (e.g. carpet, tile, hardwood, laminate, etc), carpentry work, masonry work, picture hanging, locksmith services (including repining lock cylinders and cutting keys)architectural, structural, and maintenance repairs to the interior and exterior of the facility including but not limited to: exterior walls, roofing, flashing, skylights, chimneys, ventilators (and other items that pierce the roof), gutters, downspouts, splash blocks, overhangs, sidewalks, driveways, roads, curbing, parking areas, patios, exterior stairways. interior walls, floor coverings, concrete floors, hardwood flooring, carpeting, ceramic tile, interior stairways, ceilings and ceiling tile, window blinds and shades, doors, and windows

C.5.1.10 Commissioning Services (Optional Service)

Services related to the commissioning of buildings. Services include, but are not limited to, comprehensive building commissioning services on major modernization projects, and existing energy consuming buildings and facilities designed to ensure the building systems are designed and built to operate as efficiently as possible. This includes re-commissioning, retro-commissioning services metering and auditing. Energy efficient buildings certification programs such as LEED may be included.

C.5.1.11 Elevator Inspection Services (Optional Service)

Services related to the inspection of all elevator and vertical transportation. Services include, but are not limited to, the performance of complete independent inspection and testing of a variety of vertical transportation such as elevators, escalators, dumbwaiters, wheelchair lifts, and moving walkways, and include, but are not limited to systems, periodic testing, equipment and components such as hoistways and car doors, guides and operating devices; hoisting machines, sheaves and brakes, motors and motor generator sets; hoisting ropes, governor ropes, safety ropes, compensation ropes, operating cables, governors, safeties, interlock and contacts, guide rails and oiling devices, terminal, slowdown and leveling devices, elevator cars, counterweights, and buffers, machine rooms, hoistways and pits, automatic and manual emergency fire service (phase I and II) and emergency power operations.

C.5.1.12 Facility Support Services (Optional Service)

Facility support services (*Required:* Janitorial, Landscaping/Grounds Maintenance, *Optional:* Cemetery Maintenance, Pest Control, and Waste Management and Recycling Services) may be offered in combination with the Operations & Maintenance services.

C.5.1.13 Other Facility Management-Related Services (Optional Service)

Other Facilities Management Related Services includes requirements not specifically covered by another service category. Services may include, but are not limited to, specialized service combinations not previously grouped together, occupations involving new tasks or procedures not identified in the service categories but categorically related to the scope of facilities maintenance, and/or the maintenance of systems required to preserve and maintain the integrity of a building and the safety of those operating within.

C.5.2 Facility Support Services

C.5.2.1 Janitorial (Required Service)

Services related to internal and external daily and routine building cleaning and inspection work. Services include, but are not limited to, sweeping, scrubbing, waxing, window washing (interior and exterior), walls washing, dusting and polishing furniture and fixtures, sanitation and stocking, trash removal, recycling, hard floor and specialty floor care, including stripping and recoating, emptying waste cans and replacement of supplies through stocking (i.e. for toilet paper, paper towels, etc.) of all federal spaces. Services shall incorporate environmentally sustainable practices (i.e., green cleaning) to the extent practicable

C.5.2.2 Landscaping/Grounds Maintenance (Required Service)

Services related to grounds and roads maintenance including snow removal, courtyards, parking areas, landscape maintenance, fence maintenance, and tree trimming. Services include, but are not limited to, the planning, development, maintenance, management and operations of grounds at or on Federal facilities and/or properties. These services include, but are not limited to, mowing, lawn sprinkler systems maintenance, planting, seeding, fertilizing, raking, mulching, watering, pruning, weeding, aerating, planting, trimming, tree and plant removal, disease management, mulching, clearing of snow from parking areas, sidewalks, campuses wildlife management and applicable road areas, resurfacing, and application of salt, ice melt or sand to reduce slip hazards, cleaning of retention ponds, biofilters swales and gullies, and all services related to grounds maintenance. Services shall incorporate environmentally sustainable landscaping principles to the extent practicable, including those identified in the Guidance for Federal Agencies on Sustainable Practices for Designed Landscapes and Supporting the Health of Honey Bees and Other Pollinators.

C.5.2.3 Cemetery Maintenance (Optional Service)

Services relating to the complete maintenance of the cemetery and surrounding grounds. Services include, but not are not limited to, grounds maintenance; tree trimming/planting/removal; landscaping; raising, setting and aligning headstones; cleaning of headstones; maintenance of pathways, drives, curbs and parking areas; trash removal; maintenance of existing fencing, railing, benches, flag poles, monuments or statues; maintenance of irrigation systems, drainage and water features.

C.5.2.4 Pest Control (Optional Service)

Services related to maintenance pest control systems and removal of all pests following Integrated Pest Management (OMP) practices. Pest control services provided under this contract must conform to the Integrated Pest Management (IMP) principles. These practices include monitoring and identifying pests, preventing infestation and controlling pests. Services include, but are not limited to, the planning, development, management, operations; and maintenance for pest control and removal (includes insect) at or on Federal facilities and/or properties indoor and outside the federal facility (to include shrubs, trees, and roads). These services involve recommendations for pest prevention by removing, or blocking access to, pests' harborage, water, and food; using the least risky pest control methods first, such as trapping and containerized bait boxes; and using pesticides only as a last resort. If warranted, pesticide should be applied as crack and crevice treatment, inaccessible and invisible to the public. Space sprays or sprays applied to exposed surfaces should never be used for routine treatment. When they are used, tenant personnel should not be present

C.5.2.5 Waste Management and Recycling Services (Optional Service)

Services relating to building trash removal and recycling. Services include, but are not limited to, trash and debris, disposal and recycling services including bailing, separating, hauling saleable wastepaper and other products, and dumpster delivery and removal. All services supporting and maintaining the recycling program, including labor, services, and supplies. HAZMAT services are not included.

C.6 Other Direct Costs (ODCs)

Other direct costs relating to incidental services and/or supplies that do not fall within the scope of any other service category listed under the BMO SB acquisition vehicle. These services and/or supplies are necessary to complement a contractor's offerings to provide a comprehensive solution to a customer requirement. ODC purchasing thresholds shall be determined at the task order level in accordance with ordering agency policies.

C.7 Services Not Within Scope

The following services are not within the scope of the BMO SB vehicle and therefore are excluded for considerations:

- Telecommunication systems
- Furnishings (not installed as fixtures)
- Equipment owned by servicing public utilities
- Computers and IT equipment
- Personally owned appliances (e.g. heaters, coffee makers, microwaves, etc)
- A/E services not included
- Hazardous materials removal and abatement
- Inherently Governmental Functions as defined Subpart 2.101

C.8 Operating Constraints - Contractor Special Requirements

At the task order level the contractor may:

- Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
- Use innovation, technology and other means and methods to develop and perform the most efficient services for the building.
- Implement an effective Quality Control Plan (QCP).
- Implement an effective service call system that results in prompt, professional, and courteous resolution of the concern.
- Keep the Ordering Contracting Officer (OCO) or designee informed of current status of the work being performed, provide work schedules, provide a major equipment and critical system break down or impairment form, and provide other pertinent information needed by the OCO or designee.
- Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.
- Provide training to their employees that will stress stewardship in maintenance practices i.e., the proper use, disposal, recycling of chemicals, dispensing equipment and packaging. Provide documentation that their employees are completing training in the core competences and participating in continual educational training according to the Federal Building Personnel Training Act.
- Ensure that their employees are properly licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by federal, state or local law, codes or ordinances (H.20 Personnel Qualifications).
- Federal Requirements: the Contractor shall comply with all applicable Federal, state and local laws, regulations, codes and Presidential executive orders including any supplements, implementing instructions or revisions. The Contractor shall obtain all applicable licenses training, and permits. If a change in law or regulation requires the Contractor to implement an action that will result in an increase or decrease in Contract price, the Contractor shall implement the required action and within 30 calendar days submit to the OCO or their designee a price proposal for such change. If the OCO or their designee determines an equitable adjustment is substantiated a modification to the Contract will be issued.

C.9 Definitions

C.9.1 Above Basic Services

Above Basic Services are services not covered in the monthly price of the contract. Contractor prices include all applicable labor, indirect materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

C.9.2 Acceptance

“Acceptance” means an authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

C.9.3 Acts of God

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

C.9.4 Additional Services

“Additional services” are indefinite quantity requirements that are outside of the Basic Services and that the Contractor will provide at an additional cost to the Government. The cost will include all labor, supervision, supplies and materials. The OCO or their designee will issue a separate task order or CLIN before work may proceed.

C.9.5 Advanced Meters

Advanced meters are those that have the capability to measure and record interval data (at least hourly for electricity), and communicate the data to a remote location in a format that can be easily integrated into an advanced metering system.

C.9.6 Advanced Metering Systems

A system that collects time-differentiated energy usage data from advanced meters via a network system on either an on-request or defined schedule basis. The system shall have the capability to read real and lapsed time power usage, trend data (KW usage), and cost reporting (KWH readings) data, and power factor. This collected information will support energy use management, procurement, and operations, U.S. Department of Energy, EERE: Guidance for Electric Metering in Federal Buildings, (February 3, 2006).

C.9.7 Approval

“Approval” means the Government has reviewed submittals, deliverables, and administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract requirements. Government approval shall not relieve the Contractor of responsibility for complying with Federal, State, and local laws and regulations.

C.9.8 Basic Services

The Basic Services of the contract consist of the contract requirements for which the Contractor is paid as a base price, e.g., the requirements established by the Performance-Based Statement of Work (PBSOW) and related general and administrative requirements.

C.9.9 Building

A reference to ‘facility’ and ‘site’ is interchangeable with ‘building.’ A man-made structure or edifice which services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

C.9.10 Building Automation System (BAS)

The “building automation system” is a system controlling and monitoring building HVAC, and possibly other systems, to include all device, field, and global controllers, instrumentation, networking infrastructure, computers and peripherals, software, programming, database files, and licenses.

C.9.11 Building Operating Plan

The “building operating plan” is a plan that the Contractor prepares for Government approval if required by the agency that describes the Contractor’s program for operating and maintaining the building, to include both normal circumstances and contingencies.

C.9.12 Cleanable Square Feet

This is calculated by taking the Gross Square Feet minus walls (approx.1.5% of gross square feet) minus non-cleanable areas such as electrical closets, closets, mechanical rooms, storage rooms, raised floor computer rooms, etc.

C.9.13 Commissioning

A practice used to optimize and verify performance of fundamental building systems.

C.9.14 Complete Inventory

A Complete inventory includes all equipment within the building envelope and site boundaries. Complete inventories capture the equipment that a component-level inventory is not able to capture. Complete inventories are normally obtainable only after new construction.

C.9.15 Component-Level Inventory

A Component Level inventory includes PM and Non-PM equipment down to the component, or product, level. A component-level inventory normally consists of equipment that conveys with the facility during transfer of ownership or is tracked, serviced, repaired, or maintained by the organization. Component-level inventories are as in-depth as possible for an existing building without actually performing destructive testing to determine what is behind the walls or underground. This type of inventory does not

normally include disposable inventories such as supplies. For example: A component-level inventory would contain lighting fixtures but not contain light bulbs, electrical outlets, or mounting hardware.

C.9.16 Computerized Maintenance Management System (CMMS)

A “computerized maintenance management system” is a database and application software package that automates the O&M and repairs record keeping requirements. A CMMS is designed to enhance efficiency and effectiveness of maintenance activities. Typical features include planning, scheduling and monitoring of work orders and maintenance needs.

C.9.17 Consumable Parts

“Consumable parts” or components are parts or components that customarily require regular replacement in a maintenance program and shall be disposed of properly. Examples include, but are not limited to: oil, grease, belts, filters, ballasts, lamps, etc.

The Contractor is responsible for any consumables (including fuel) used during day-to-day operation of a generator, i.e., exercising the generator, testing, etc. Operation of a generator for an extended period or due to a power loss would be treated as a reimbursable expense. If the operation of the generator is caused by Contractor negligence, the Contractor shall be liable for the full cost of refueling, any other provisions notwithstanding

C.9.18 Contracting Officer (CO)

Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

C.9.19 Contracting Officer's Representative (COR) or Designee

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

C.9.20 Contractor

“Contractor” as used in this document refers to the company or firm awarded this contract.

C.9.21 Contractor’s Other Than Normal Working/Duty Hours

Hours other than those identified as Normal Working Hours.

C.9.22 Controls and Control System

A “control system” is any low-voltage control, communication and monitoring system including, but not limited to, standalone devices, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, Advance Metering System (AMS), and lighting control systems. Fire protection systems and security systems are excluded from this definition for purposes of this contract and are defined separately. Gateway devices and mapping software and files for data interchange between a control system and a fire protection or security system are considered part of the control system.

C.9.23 Corrective Maintenance

Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to its normal operable state. By definition these events are unplanned and procured as needed.

C.9.24 Defective Service

A unit of service that does not conform with specified contract requirements.

C.9.25 Emergency

The term “Emergency” includes bombings, and bomb threats, civil disturbances, fires, explosions, electrical failure, loss of water pressure, building flooding, sanitary and sewer line stoppage, chemical and gas leaks, medical emergencies, hurricanes, tornadoes, floods, and earthquakes. The term does not apply to civil defense matters such as potential or actual enemy attacks. See section H.4 Emergency Services.

C.9.26 Emergency Callback

An “emergency callback” is a service request or other request for service placed outside of normal working hours and of such a nature that response cannot wait for the resumption of the next day’s normal working hours. See H.4 Emergency Services.

C.9.27 Environmentally Preferable

Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

C.9.28 Existing Deficiency List Report

The “existing deficiency list report” or “existing deficiency list” is a list of deficiencies that may exist in the equipment and systems covered by this performance-based statement of work, as well as the Contractor's itemized price (including, but not limited to, labor, materials, overhead, and profit) for correcting each deficiency.

C.9.29 Exterior

This includes entrances; landings; steps; sidewalks; parking areas; arcades; courts; planters; lawns; irrigation systems; fountains; security bollards; gates; fences; flagpoles; building-mounted, pole, and ground lighting; etc. located adjacent to the facility extending to the legal property line.

C.9.30 Federal Executive Holidays, Unanticipated

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

C.9.31 Federal Green Building Requirements - Guiding Principles for Federal Leadership in High Performing Sustainable Buildings

A practice of using processes that is environmentally responsible and resource-efficient throughout a building's life-cycle. The goal is to minimize and offset consumption of energy, water, and other resources and to eliminate all waste and pollution in building operations and activities. The result is to reduce the environmental impact of the Federal government, which will expand and complement the building design economy, utility, durability, and comfort. The common objective is to reduce the overall impact of the building environment on human health and the natural environment by:

a. Improving energy efficiency and reductions in greenhouse gas emissions.
b. Reducing water consumption intensity.
c. Acquiring green products and services.
d. Implementing pollution prevention measure, including reduction or elimination of the use of toxic and hazardous chemicals and materials.
e. Implementing cost-effective waste prevention and recycling programs.
f. Leasing diversion of solid waste.

C.9.32 Federal Holidays

“Federal Holidays” for the purposes of this contract are New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, and Christmas Day. When Federal holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday. Veterans’ Day is always on the 11th of November and Thanksgiving is always the 4th Thursday of November.

C.9.33 Furnishings

All equipment of the types generally included in Division 11 and 12 in R.S. Means Facilities Construction Cost Data.

C.9.34 General Programs

The work specified in this specification shall be in accordance with all Federal, State, County and City laws, codes, and ordinances and shall follow the more stringent of them. In addition to compliance with these laws, the Contractor shall follow all applicable standard industry practices including, but not limited to, the Occupational Safety and Health Act (OSHA) and National Institution of Building Sciences (NIBS).

C.9.35 Green Cleaning

Green Cleaning is a planned and organized approach to cleaning specifically designed to protect building occupants' and workers' health, while at the same time reducing environmental impacts.

C.9.36 GSA Green Purchasing Program (GPP)

The GPP which includes the Green Purchasing Plan specifies requirements to promote the purchase of environmentally sustainable products and services.

C.9.37 HVAC Operations Manual

The HVAC Operations Manual is a manual prepared by the Government (or a consultant to the Government) providing a description of the functioning of a building's HVAC systems and establishing performance standards for these systems permit the Government to order work, in addition to the basic services, and upon acceptance permit additional payment to the Contractor.

C.9.38 Indefinite Quantity

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

C.9.39 Landscape Irrigation Systems

Landscape Irrigation Systems include all piping, tubing, hoses, valves, sensors and controllers used to water vegetation.

C.9.40 LEED-EB

Leadership in Energy and Environmental Design for Existing Buildings (LEED) provides building owners and operators with a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. Once a building has achieved LEED certification all future purchases and services must be evaluated and ensure compliance with LEED to maintain the certification.

C.9.41 Maintenance Repair

Work required preventing a breakdown of a piece of equipment or system, or put equipment or systems back in service after a breakdown or failure.

C.9.42 Miscellaneous Work

“Miscellaneous work” is basic service work that is performed at the request of the OCO/COR at no additional cost to the Government. Miscellaneous work is treated as a Service Call and is included in the Basic Operations and Maintenance price quoted per month on the bid sheet. During normal duty hours minor tasks related to routine, day-to-day operational requirements requested by the which will consist of, but are not be limited to: making door keys; changing locks; hanging pictures, maps and bulletin boards; trimming door bases; and other similar functions as directed. Miscellaneous work shall be accomplished in the same time frame as routine service calls unless otherwise directed by the OCO or designee. The Contractor will be paid at the hourly rate quoted for after normal duty hours only if authorized by the OCO or their designee in advance for specific activities.

C.9.43 Modification of Contract

Modification is a bilateral or unilateral change in the terms of a contract.

C.9.44 Negligence

“Negligence” is the failure to use due care under the circumstances. It is the doing of some act which a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

C.9.45 Non-Reimbursable Repair

A “non-reimbursable repair” is a repair that is the Contractor’s responsibility with no additional reimbursement from the Government.

C.9.46 Normal Working Hours

“Normal working hours” is the hours of building operations under most circumstances when all services shall be provided to all occupants.

C.9.47 Occupant Emergency Plan (OEP)

The lead agency in each building is responsible for development and enforcement of the building’s “Occupant Emergency Plan” (OEP). The OEP details what the building tenants shall do in case of an emergency. The plan identifies floor wardens, shelter in place locations etc.

C.9.48 Ongoing Commissioning

The practice of optimizing system performance by continuing to fine-tune equipment will result in actively preventing problems for the lifetime of the building. Ongoing Commissioning efforts will focus on maintaining the facility in the optimized state resulting from TBC and Re/Retro Commissioning efforts at the task order level. The Government will achieve this through its relationship with its service providers (Operations and Maintenance/Custodial/Repair and Alterations/IT/Utilities) and the use of technology (networked systems/Advanced Meters/Smart Buildings).

C.9.49 Open Systems

An “open systems” solution is based on industry standard open protocols. This environment and solution is typically designed, procured, installed and maintained in a manner that provides the building owner with as many competitive configuration options as possible while maintaining the integrity of the supported manufacture system. The solution must be procured and installed so that the result delivers device level interoperability amongst different manufactures residing on a common network. In addition, the solution must be maintained with no future need for the original (installing) Contractor. Additions, modifications, and retrofits can easily, without significant additional cost, be made to the system without dependence on the original installing Contractor nor require substantial engineering or other technical development. Contractors shall specify Open Systems solutions where feasible and reasonably possible.

C.9.50 Operations

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

C.9.51 Ordering Contracting Officer (OCO)

The Ordering Contracting Officer (OCO) has the overall responsibility for the administration of the delivery order placed under this contract. The OCO alone, with delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the OCO may delegate certain other responsibilities to authorized Government representatives.

C.9.52 Ordering Official

Ordering Officials are appointed by letter from the CO. Ordering Officials shall be the Government’s representative for the ordering of supplies and services.

C.9.53 Partial Inventory or Equipment List

A Partial Inventory is a facility equipment list that is not tied directly to any specific standard, maintenance schedule, or controlled process. Partial inventories can be similar to paper or digital equipment lists given to a facility after construction.

C.9.54 Performance- Based Statement of Work (PBSOW)

The procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

C.9.55 Police Outside Areas

All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc. shall be cleared of gum, litter, debris, paper, trash, and other discarded materials.

C.9.56 Predictive Maintenance

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

C.9.57 Preventive Maintenance (Scheduled and Unscheduled)

“Scheduled preventive maintenance” is a program of maintenance activities performed based on a fixed schedule or on equipment runtimes. “Unscheduled preventive maintenance” is all work performed including adjustments and procedures necessary to sustain the proper operation of all building equipment and systems pending a scheduled procedure.

C.9.58 Corrective Maintenance

Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to its normal operable state. By definition these events are unplanned and procured as needed.

C.9.59 Product Preference

(See Attachment J.6 Sustainable Products List)
Use of “environmentally sustainable” products is mandatory for performance of this contract. As such, products identified as “environmentally sustainable” will be selected over those which do not carry such designations.

C.9.60 Punch List

A Punch list is an itemization of work that was required to have been completed no later than the termination date of the contract but which was not so completed.

C.9.61 Quality Assurance Surveillance Plan (QASP)

The QASP is the Government's surveillance method of monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW).

C.9.62 Quality Control Plan

The "quality control plan" (QCP), is the Contractor's complete written system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor and will be used by GSA in monitoring performance.

C.9.63 Repair

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

C.9.64 Reimbursable Repair

A "reimbursable repair" is a repair that is reimbursable to the Contractor, in whole or in part, in accordance with the provisions in this document.

C.9.65 Sanitize

This is the process of removing dirt and certain bacteria so that the number of germs is reduced to a level that the spread of disease is unlikely.

C.9.66 Sequence of Operations

A "sequence of operations" is the control logic used to operate a system normally put into effect through a control program.

C.9.67 Service Calls

Service calls are considered standard service requirements, such as non-recurring requests for rearranging of furniture in a conference room, special events support, spills, replenishing restroom supplies, hot and cold office temperature calls, etc.

C.9.68 Service Request

A “service request” is a response to a Government Agency, tenant, or agency request or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional, deteriorated, or not within normal operating parameters, or that performance standard of the contract is not being met. Service request response involves analysis of the problem and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a repair may result from the analysis stage of a service request. Service requests may be generated automatically from interfaces to BAS or diagnostic software.

C.9.69 Stewardship

The act of stewardship is to take the responsibility for managing, conducting or supervising the quality, state or condition of a commercial building. A Stewardship program in addition to caring for the building, its occupants and visitors includes among other things a sense of shared responsibility, occupant participation and communications amongst building management, O&M personnel, cleaning personnel, occupants, Contractors and others who have an impact on/in the building.

C.9.70 Supervisor, On-site

The term “on-site supervisor” means a person designated in writing by the Contractor who has authority to act for the contract on a day-to-day basis at the work site.

C.9.71 Tour

A “tour” is generally a scheduled walkthrough of equipment rooms and installations including computer rooms, restrooms, etc. by Contractor operating personnel for the purpose of ensuring that equipment is running properly, ensuring that equipment rooms are in good order and without safety hazards, and making any necessary adjustments to operating controls or to lubricate equipment. A tour may also involve a combination of such physical visits in addition to using automated systems for the monitoring of equipment and systems. Equipment log sheets are a part of the tour plan/program. All tours are "inspection" work orders in the CMMS and will comply with all work order requirements.

G.9.72 Transaction Data Reporting

Transactional data refers to the information generated when the Government purchases goods or services from a vendor. It includes specific details such as descriptions, part numbers, quantities, and prices paid for the items purchased.

C.9.73 Watch

A “watch” involves performing certain tasks required for the operation of the HVAC equipment (central systems over 300 tons), boilers, compressors, and related equipment in a centralized location. Watches include, but are not limited to starting equipment, checking at designated intervals all operating

equipment in the area, recording readings, shifting equipment and loads, making adjustments at the central control center, taking water samples, making tests, and adding chemicals as required.

C.10 References

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

(The OCO shall add references as applicable to their task order).

- SMACNA Sheet Metal and Air Conditioning Contractors National Association HVAC Systems Testing, Adjusting & Balancing
- ASHRAE Guideline 1HVAC Commissioning Process
- ASHRAE Guideline 4 Preparation of Operating and Maintenance Documentation for Building Systems
- ANSI/ASHRAE Standard 15 Safety Code for Mechanical Refrigeration
- ANSI/ASHRAE Standard 34 Number Designation and Safety Classification of Refrigerants
- ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy
- ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality
- ANSI/ASHRAE Standard 100, Energy Conservation in Existing Buildings/Commercial
- ANSI/ASHRAE Standard 111, Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems;
- American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators
- American Society of Mechanical Engineers ASME A17.2, Inspector's Manual for Elevators
- ASME Boiler and Pressure Vessel Code
- ASME CSD-1 Control and Safety Devices of Automatically Fired Boilers
- National Board of Boiler and Pressure Vessel Inspectors, National Board Inspection Code
- OSHA 29 CFR 1910 and 29 CFR1926
- Clean Air Act
- Clean Water Act
- EPA Green Book
- EPA Purple Book
- GSA SEMS Sustainable Environmental Management System (GSA.GOV/SEMS)
- International Building Code
- International Fire Code
- International Plumbing Code
- International Mechanical Code
- NETA Maintenance Testing Specification for Electrical Power Distribution Equipment and Systems
- NFPA 10, Standard for Portable Fire Extinguishers
- NFPA 12, Standard on Carbon Dioxide Extinguishing Systems
- NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems

- NFPA 13, Standard for the Installation of Sprinkler Systems
- NFPA 14, Standard for the Installation of Standpipe and Hose Systems
- NFPA 17, Standard for Dry Chemical Extinguishing Systems
- NFPA 17A, Standard for Wet Chemical Extinguishing Systems
- NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection
- NFPA 22, Standard for Water Tanks for Private Fire Protection
- NFPA 24, Standard for the Installation of Private Fire Service Mains and Their
- Appurtenances
- NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA 70, National Electrical Code (NEC)
- NFPA 70B, Recommended Practice for Electrical Equipment Maintenance
- NFPA 70E,Standard for Electrical Safety in the Workplace
- NFPA 72, National Fire Alarm and Signaling Code
- NFPA 80, Fire Doors and Windows
- NFPA 85, Boiler and Combustible Systems Hazards Code
- NFPA 90A ,Installation of Air Conditioning and Ventilating Systems
- NFPA 92, Standard for Smoke Control Systems
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 101, Life Safety Code
- NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
- NFPA 110, Standard for Emergency and Standby Power Systems
- NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems
- NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems
- NICET (National Institute for Certification in Engineering Technologies publications and issuances
- NIOSH (National Institute for Safety and Health publications and issuances
- DOE/EE-0157, International Performance Measurement and Verification Protocol
- NEMA TP-1,National Electrical Manufacturers Association, Guide for Determining Energy Efficiency for Distribution Transformers
- NEMA MG-1. National Electrical Manufacturers Association, Motors and Generators
- NEMA Application Guide for AC Adjustable Speed Drive Systems
- ANSI/IWCA I-14.1, Window Cleaning Safety Standard
- Safe Drinking Water Act, PL 99-339, as amended
- Title 40 CFR, Part 761, PCBs in Electrical Transformers
- Title 40 CFR, 141.43, Sections A and D, Environmental Protection Agency Safe Drinking Water
- ANSI/ASME A17.1 Safety Code for Elevators and Escalators
- OSHA 29 CFR 1910.1200, 29 CFR 1910.146, 29 CFR 1910.147, 29 CFR 1910.1030, 29 CFR 1910.1001, 29 CFR 1910.178
- Guideline 3-1990 and Addendum, or latest version, FAR 52.223-2, ARI Standard 700-1988, or latest edition, and Appendix A to 40, CFR, Part 82, Subpart F.
- Resource Conservation and Recovery Act
- RS Means 2013 Construction Cost Data Manual

- Toxic Substances Control Act

(End of Section C)

Section D - Packing and Marking

D.1 Packing and Marking

Packing and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination. Clauses and other requirements regarding packaging and marking shall be designated by the OCO at the task order level.

(End of Section D)

Section E - Inspection and Acceptance

E.1 Inspection and Acceptance clause

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 address: https://www.acquisition.gov/

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order:

FAR	TITLE	DATE
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.246-6	Inspection - Time-and-Material and Labor-Hour	MAY 2001

Clauses and other requirements regarding inspection and acceptance to include other contract types shall be designated by the OCO at the task order level.

(End of Section E)

Section F - Deliveries or Performance

F.1. Deliveries or performance clauses

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 address: https://www.acquisition.gov/

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order:

FAR	TITLE	DATE
52.242-15	Stop Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

Clauses and other requirements regarding deliveries or performance shall be designated by the OCO at the task order level.

F.2 Place of Performance

The services to be provided under BMO shall be accomplished at the locations identified in the task order and may include locations in:

CLIN	Zone Title	Geographic Area of Coverage
Z2	Zone 2	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
Z3	Zone 3	Florida, Georgia, North Carolina, South Carolina
Z4	Zone 4	Oklahoma, Texas
Z4	Zone 5	California, Nevada
Z5	Zone 6	Illinois, Iowa, Kansas, Missouri, Nebraska

F. 3 Period of Performance

The period of performance of BMO is from the date of the Notice-To-Proceed through five (5) years with one five-year option that may extend the cumulative term of the contract to ten (10) years, with 52.217-9, Option to Extend the Term of the Contract (additional six (6) months, if exercised) and 52.217-8, Option to Extend Services, if exercised.

The period of performance for each task order awarded under BMO SB shall be specified in the task order by the ordering agency. Task orders must be solicited and awarded prior to the BMO SB contract term expiring and may extend up to five years after the BMO SB contract term expires.

Task order option periods may be exercised after the BMO SB contract term expires as long as the final task order option period does not extend the cumulative term of the task order beyond five years after the BMO SB contract term expires.

After the BMO SB contract term expires, BMO SB contract will remain active until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the BMO SB contract term.

Accordingly, the cumulative term of BMO SB contract may span up to 10 years and the cumulative term of all task orders placed under BMO SB contract may span up to 15 years.

F.4 Performance Standards

BMO SB is a performance based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Section F.4.1, Deliverable and Reporting Requirements.

In the event the FAS Sales Reporting System (TDR) is not operational, deliverable and reporting requirements designated for input into the FAS Sales Reporting System (TDR) shall be provided as directed by the BMO SB CO within the stated timeframes. The BMO SB CO or an authorized representative shall have the right to examine and audit all supporting records and materials, regardless of whether such items are in written form, in the form of computer data, or in any other form, for the purpose of enforcing all deliverables and compliances herein.

Acceptable Accounting Systems are mandatory for all Contractors on BMO SB. Refer to Section H.9 for information on Acceptable Accounting Systems.

All Systems, Compliances, and Certifications must be maintained at the Contractors' current level at time of award or higher throughout the period of performance of BMO SB.

F.4.1 Deliverable and Reporting Requirements

The following table contains deliverables and reports required for BMO SB. Task order deliverables and reporting will be specified in the task order. The Government does not waive its right to request other deliverables or reports not specifically listed in the table below. Deliverables or reports are required until the final task order is closed-out for each Contractor. If a deliverable is due on a calendar day that falls on a weekend day or a Government holiday, the deliverable or report is due the following business day.

Section	Reference	Description	Frequency	Location
G.2.6	Contractor Key Personnel	Updated Contract Administration Representative point of contact information	Within 5 calendar days of the substitution	BMO SB CO via fssi.bmo@gsa.gov
G.2.8	Contractor Authorized Negotiator	Updated Contract Authorized Negotiator information	Within 5 calendar days of the substitution	BMO SB CO via fssi.bmo@gsa.gov
G.3.1 and G.3.2	Contract Access Fee (CAF) and CAF Payment Data	CAF for all task orders awarded during the previous quarter on a cumulative basis	Quarterly (April 30th, July 30th, October 30th and January 30th)	Electronic Funds Transfer (EFT) via the FAS Sales Reporting System website
G.3.1.1	CAF Point of Contact	Updated CAF Point of Contact information	Within 5 calendar days of the substitution	BMO SB CO via fssi.bmo@gsa.gov
G.3.3	Contract Transactional	Task Order Award, Modification,	Monthly (30th calendar day	Electronically via the

	Data	Invoice, Sustainable Products, CAF data and Close-out data on a cumulative basis	of each month, last day in February)	FAS Sales Reporting System website
G.3.7	Insurance	ACORD 25, Certificate of Liability Insurance	Within 30 calendar days after the BMO SB notice to proceed and any updates thereafter	BMO SB CO via fssi.bmo@gsa.gov and OCOs for effected task orders
G.3.8	Mergers, Acquisitions, Novations and Change-of-Name Agreements	If applicable, SF30 modification or other applicable documents	Copy of SF30 and other applicable documents within 45 calendar days of finalization	BMO SB CO via fss.bom@gsa.gov and OCOs for effected task orders
G.3.9	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	FAPIIS reporting	Semi-annually starting 6 months from the anniversary date of the BMO SB notice to proceed	Electronically via FAPIIS website and notify the BMO SB CO via fssi.bmo@gsa.gov
G.3.11	FSRS Reports	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	The end of the month following the month of award of a first-tier subcontract greater than $30,000 into the FFATA Sub-Award Reporting System (FSRS); and annually thereafter	Electronically via FSRS website and notify the BMO SB CO via fssi.bmo@gsa.gov
H.9	Acceptable Accounting System	Correspondence and audit reports from DCAA/DCMA that updates the current status	Within 45 calendar days after the update	BMOS SB CO via fssi.bmo@gsa.gov and OCOs for effected task orders
H.10	Acceptable Estimating System	Correspondence and audit reports from DCAA/DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	BMO SB CO via fssi.bmo@gsa.gov and OCOs for effected task orders
H.11	Approved Purchasing System	Correspondence and audit reports from DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	BMO SB CO via fssi.bmo@gsa.gov and OCOs for effected task orders
H.12	Security Clearance Requirements	Correspondence signed by a Facility Security	Within 45 calendar days after the update	BMO SB CO fssi.bmo@gsa.gov

F.4.2 Compliances

The following table contains compliances required for BMO SB. Task Order compliances will be specified in the task order. The Government does not waive its right to request other compliances in order to align the BMO SB contract with new statutory or regulatory requirements. The Government will provide the Contractor with at least 90 days' notice of these requirements.

Section	Reference	Compliance
G.2.6	Contractor Key Personnel	The contractor shall maintain responsive and competent contractor key personnel
G.2.7	Contractor Administration Representative	The contractor shall maintain current authorized contract representative(s).
G.2.8	Contractor Authorized	The contractor shall maintain current authorized contract negotiator(s).

	Negotiator	
G.3.1 & G.3.2	Contract Access Fee (CAF) Remittance	The contractor shall submit timely and accurate CAF payments
G.3.1.1	CAF Point of Contact	The contractor shall maintain a current responsive CAF point of contact(s).
G.3.3	Contract Transactional Data	The contractor shall submit timely and accurate data in the FAS Sales Reporting System
G.3.4	Closeout Data	The contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation or termination
G.3.7	Insurance	The contractor shall submit timely and accurate Certificates of Insurance and maintain adequate insurance coverage at the BMO SB contract and task order level
G.3.8	Mergers, Acquisitions, Novations and Change-of-Name Agreements	The contractor shall submit timely notice of mergers and acquisitions and submit contractual copies of novation or change-of-name agreements, as applicable
G.3.9	Responsibility and Federal Awardee Performance and Integrity Information System (FAIIPS)	The contractor shall submit timely and accurate FAPIIS information and maintain sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR 9
G.3.10	VETS 100-A Reporting	The contractor shall submit timely and accurate VETS 100-A reports in the Department of Labor VETS-100 website and send confirmation to the BMO SB CO
G.3.11	FSRS Reports	The contractor shall submit timely and accurate sub-award and executive compensation data regarding first-tier sub-awards in FSRS to meet the FFATA reporting requirements and send confirmation to the BMO SB CO
H.8	Systems, Certifications and Clearances	The contractor must maintain an acceptable accounting system for the term of the BMO SB contract
H.9	Acceptable Accounting System	The contractor shall maintain the acceptable/approved status of the Accounting System and submit updates to the current status
H.10	Acceptable Estimating System	The contractor shall maintain the acceptable status of their estimating system and submit updates to the current status
H.11	Approved Purchasing System	The contractor shall maintain an approved purchasing system and submit updates, as applicable
H.12 - H.12.3	Security Clearance Requirements	The contractor shall maintain or exceed all required security clearances and submit updates, as applicable
H.13 - H.13.11	Suitability Determinations	The contractor shall comply with all suitability requirements, compliances and standards
H.14 - H.14.3	Sustainable Products Services	The contractor shall provide products in compliance with all requirements, policies and regulation of sustainability standards
H.29	Meetings	The contractor's key personnel shall attend and actively participate in all meetings, including all PMR meetings
H.31	Contractor BMO SB Webpage	The contractor shall maintain a BMO SB Webpage that meets the minimum webpage requirements
H.33	Minimum Task Order Awards or Estimated Value	Starting from the date of the BMOSB notice to proceed the contractor shall attain a minimum of 3 task order awards or a total task order estimated value of $325K (total estimated value of all task orders inclusive of all options) prior to the exercise of the option under BMO SB
H.34	Training and Permits	The contractor shall be responsible for all training and permits required for all workers under BMO SB
H.35 - H.35.8	Ethics and Conduct	The contractor shall adhere to the standards under H.35

(End of Section F)

Section G - Contract Administration

G.1 Background

This section provides roles, responsibilities, and contract administration requirements for BMO SB and each task order placed under BMO SB. Clauses and other requirements regarding contract administration may be designated by the OCO at the task order level

G.2 Roles and Responsibilities

This section describes the roles and responsibilities of Government and Contractor personnel. The current point of contact information of GSA's Key Personnel for BMO SB will be maintained on the official GSA BMO SB webpage (webpage address will be provided after award).

G.2.1 Program Manager (PM)

The BMO SB PM is a GSA Government official who performs various programmatic functions for the overall success of the BMO SB program.

G.2.2 Contracting Officer (CO)

The BMO SB CO is the sole and exclusive GSA Government official with actual authority to administer and/or modify the terms of BMO SB, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor and OCO on matters related to the BMO SB terms and conditions.

The BMO SB CO may delegate routine administrative functions to an authorized BMO SB representative.

G.2.3 Ombudsman

Subject to GSAR 552.216-74, GSA designates an Ombudsman to BMO SB. For the purposes of BMO SB, there are two primary duties for the Ombudsman: (1) To review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of BMO SB, and (2) To review a BMO SB CO decision to place a Contractor in Dormant Status. (See Section H36.5 Dormant Status)

G.2.4 Ordering Contracting Officer (OCO)

For purposes of BMO SB, authorized users are identified as OCOs. Only an authorized user, who is a delegated OCO, may solicit, award, and administer a task order under BMO SB. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal Government, as defined in FAR Subpart 2.101, in good standing, must have a received a Delegation of Procurement Authority (DPA)

from the BMO SB CO or BMO SB representative that is delegated by the BMO SB CO to issue DPAs. The OCO for each task order is the sole and exclusive Government official with actual authority to solicit, award, administer, and/or modify a task order under BMO SB.

The OCO is encouraged to contact the BMO SB CO or BMO SB PM for any BMO SB related assistance including, but not limited to, the following:

- Training on the BMO SB program and ordering procedures
- Task order scope compliance with BMO SB
- Task order solicitation development
- Assistance on disputes, claims, or protests under BMO SB
- Contractor performance under BMO SB

The OCO duties include, but are not limited to:

1. Requesting and receiving a Delegation of Procurement Authority (DPA) prior to soliciting and awarding a task order under BMO SB
2. Complying with the terms and conditions of BMO SB (See Section H.5.)
3. Complying with the ordering procedures outlined in FAR Subpart 16.505, and other agency specific regulatory supplements
4. Issuing task orders solicitations under the proper NAICS Code and corresponding BMO SB MA-IDIQ Contract Number (See Section H.6)
5. Allowing a reasonable time for fair opportunity proposal submission
6. Resolving any performance issues, disputes, claims or protests at the task order level
7. Responding to all Freedom of Information Act (FOIA) requests at the task order level
8. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by customer agencies that do not require the use of CPARS
9. Closing out task orders in a timely manner

G.2.5 Contracting Officer's Representative (COR)

The OCO for each task order may designate a Contracting Officer Representative (COR) or Contracting Officer's Technical Representative (COTR) to perform specific administrative or technical functions. The specific rights and responsibilities of the COR or COTR for each task order shall be described in writing, which upon request, may be provided to the Contractor. A COR/COTR has no actual, apparent, or implied authority to bind the Government.

G.2.6 Contractor Key Personnel

The Contractor shall assign a Contract Administration Representative to represent the Contractor as primary points of contact to resolve issues, perform administrative duties, and other functions that may arise relating to BMO SB and task orders solicited and awarded under BMO SB. Additional Key Personnel requirements may be designated by the OCO at the task order level.

There is no minimum qualification requirements established for Contractor Key Personnel. Additionally, Contractor Key Personnel do not have to be full-time positions; however, the Contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The Contractor shall ensure that the BMO SB CO has current point of contact information for the Contract Administration Representative. In the event of a change to Contractor Key Personnel, the Contractor shall notify the BMO SB CO and provide all Point of Contact information for the new Key Personnel within 5 calendar days of the change.

All costs associated with Contractor Key Personnel duties shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for Contractor Key Personnel may be billed to the BMO SB Program Office.

Failure of Contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status and/or Off-Ramping (See Sections H.36.5 Dormant Status, H.36.6 Off-Ramping).

Contract Administration Representative(s) are to be listed on Attachment J.19

G.2.7 BMO SB Contract Administration Representative

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the BMO SB Program, including a Contract Administration Representative to represent the company in all BMO SB contract-related matters.

The Contract Administration Representative duties include, but are not limited to:

- Advising and assisting current and potential BMO SB customers regarding the technical scope of BMO SB and the overall attributes of the BMO SB Program
- Promoting customer use of the BMO SB contract
- Being ultimately responsible for ensuring that all reporting information required under BMO SB is provided accurately, thoroughly and timely
- Being ultimately responsible for all performance issues related to BMO SB and task orders awarded under BMO SB.
- Verifying that the OCO soliciting or awarding a task order solicitation under BMO SB has a BMO SB Delegation of Procurement Authority (DPA). Verification can be provided by the BMO SB CO,BMO SB PM, or duly authorized representative
- Ensuring the company's task order awards under BMO SB are contractually in compliance with BMO SB (See Section H.5 Ordering Procedures)
- Ensuring all data within the Contract Payment Reporting Module is current, accurate, and complete (See Section G.3.3 Contract Transactional Data)
- Ensuring contract administrative functions are meeting all the performance reporting and compliance standards listed under (Section F.4 Performance Status)
- Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously
- Being ultimately responsible for ensuring that all task order invoicing is accurate and timely

- Attending all BMO SB Program Management Review Meetings (PMR) and other BMO SB meetings as scheduled

The Contract Administration Representative must have a digital certification in order to access the contract in GSA's reporting and payment systems.

G.2.8 Contractor Authorized Negotiator/Point of Contact

The Contractor shall, in Attachment J.19, identify all persons authorized to negotiate with the Government in connection with this request for proposal and future modification requests. This person(s) will be the central point of contact for all communications regarding this request for proposal and resulting contract, if awarded.

G.3 Contract Administration Requirements

The following sections describe the administration requirements for BMO SB and task orders awarded under BMO SB. The Contract Administration Representative shall be the primary point of contact for these requirements.

Failure to meet administration requirements may result in activation of Dormant Status and/or Off-Ramping (See Sections H.36.5 Dormant Status and H.36.6 Off-Ramping)

G.3.1 Contract Access Fee (CAF)

Total CAF Remittance for each task order is calculated as follows: Total Paid Invoice (minus the CAF CLIN) multiplied by the CAF Percentage.

In response to all task order solicitations, regardless of contract type, the Contractor shall always propose a CAF rate of 2% of the total fixed-price or total estimated costs, including options. The total CAF amount shall be proposed as a separate and distinct Contract Line Item Number (CLIN) for the base year(s) and each option period (if applicable).

The actual dollar amount to be billed to the customer upon task order award will depend upon the total BMO SB business volume with the customer or whether the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the BMO SB Program Office.

No later than January 15th of each calendar year, the BMO SB Program Office will notify the Contractor if there are any changes to the CAF rate.

G.3.1.1 Contract Access Fee (CAF) Point of Contact

The Contractor shall assign an individual as the BMO point of contact regarding contract access fee. Contact information shall be provided in Attachment J.19.

The CAF point of contact must have a digital certification in order to access the contract to report and pay CAF in GSA's FAS Sales Reporting System.

G.3.2 CAF Payment Data

The Contractor shall remit the CAF in U.S. dollars to GSA within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

Calendar Quarters	CAF Due Date
1st Quarter January 1st – March 31st	April 30th
2nd Quarter April 1st – June 30th	July 30th
3rd Quarter July 1st – September 30th	October 30th
4th Quarter October 1st – December 31st	January 30th

Where CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6, Contact Debts. In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt.

The Contractor's failure to accurately and timely remit the CAF is sufficient cause for the Government to Off-Ramp the Contractor (See Section H.36.6 Off-Ramping).

CAF Payment Data shall include:

1. Trace Number
2. Total Remitted Amount
3. Remit Date
4. Amount applied to each Task Order Number (for the reported payment)

Contractors are required to submit CAF payments via the FAS Sales Reporting System (TDR)

G.3.3 Contract Transactional Data

The Contractor shall register in the government designated system in order to report transactional data. A prerequisite to registering in the government designated system is the Contractor must already be registered in the System for Award Management (SAM).

The Contractor shall provide the transactional data as required in 552.216-75 electronically via the government designated system. The Contractor must adhere to the instructions and definitions for each reported data element as stated within the government designated system web page.

G.3.4 Closeout Data

The Contractor agrees to close out orders and contracts on a timely basis and in coordination with the various agency OCO's and the BMO Contracting Officer.

G.3.5 Contractor Performance Assessment Reporting System (CPARS)

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under a previously awarded contracts. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship; record of forecasting and controlling costs; adherence to contract schedules, including the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; reporting into required databases; record of integrity and business ethics; and, business-like concern for the interest of the customer.

The BMO SB Program Office requires use of the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both BMO SB and task orders awarded under BMO SB. However, if a customer agency requires an alternative past performance assessment reporting system for a specific task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The Contract Administration Representative will serve as a primary contact and who will be authorized access to the evaluation for review and comment for BMO SB and task orders awarded under BMO SB. The Contract Administration Representative shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the BMO SB CO for BMO SB.

In addition, the Contract Administration Representative will be required to identify an alternate contact that will be responsible for notifying the BMO SB CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

G.3.6 BMO SB CPARS

The BMO SB CO will evaluate interim Contractor performance on an annual basis and final Contractor performance upon contract completion using the process and criteria in CPARS.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days opportunity to submit comments, rebutting statements, or additional information.

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

G.3.6.1 Task Order CPARS

The BMO SB CO does not administer or evaluate task order performance. It is the sole responsibility of Federal customer agencies to evaluate each task order exceeding the simplified acquisition threshold under BMO SB using the process and criteria in CPARS or alternative past performance assessment reporting system. OCOs and customer agencies must use CPARS for task orders awarded under BMO SB unless otherwise mandated by the customer agency to utilize past performance systems other than CPARS.

At a minimum, the OCO will be responsible for evaluating final Contractor performance upon task order completion. Interim performance evaluations may be conducted as prescribed by the customer agency's procedures on any task order with a period of performance exceeding one year.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days to submit comments, rebutting statements, or additional information.

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

G.3.7 Insurance

The insurance coverage specified in FAR Subpart 28.3 Insurance, is the minimum insurance requirement for BMO SB.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under BMO SB. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 and FAR Clause 52.228-5 Insurance Work on Government Installation, shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of BMO SB. The Contractor shall notify the BMO SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of ACORD Form, Certificate of Liability Insurance, as applicable.

The BMO SB website will maintain a record of each BMO SB Contractor's status of insurance coverage for the OCO. Only those Contractors that meet the insurance coverage requirements on task order solicitations shall be eligible to compete.

G.3.8 Mergers, Acquisitions, Novations, and Change-Of-Name Agreements

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation

agreements and change-of-name agreements by a CO other than the BMO SB CO, the Contractor must notify the BMO SB CO and provide a copy of the novation or other any other agreement that changes the status of the Contractor.

G.3.9 Responsibility and FAPIIS

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in FAR Part 9, Contractor Qualifications, to continue performance under the BMO SB program.

Subject to FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters, the Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the term of BMO SB.

G.3.10 VETS-100A Reports

Subject to FAR 22.1303, Applicability, and FAR 52.222-37, Employment Reports on Veterans, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Contractors and Subcontractors are required to report annually to the Department of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans. VEVRAA also requires Contractors and Subcontractors to report the number of new hires during the reporting period who are qualified covered veterans.

Contractors shall submit a VETS-100A report annually to the DOL VETS-100A website and provide confirmation to the BMO SB CO, even if the Contractor has no covered veterans or new employees to report during the reporting period.

G.3.11 FSRS Reports

Subject to FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report by the end of the month following the month in which the prime Contractor awards any sub-contract greater than $30,000 into the FFATA Sub-Award Reporting System (FSRS).

G.4 BMO SB and Task Order Close Outs

BMO SB contracts will be closed out upon the close-out of all task orders awarded under BMO SB and all CAF fees submitted.

The OCO is responsible for closing out their task orders under BMO SB. Task order close-out will be accomplished within the procedures set forth in FAR Part 4, Administrative Matters, and FAR Part 42, Contract Administration and Audit Services, and other agency specific regulatory supplements.
The OCO is encouraged to utilize FAR Subpart 42.708, Quick-Closeout Procedures, to the maximum extent practicable. The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the task order is physically complete and the amount of

unsettled indirect cost to be allocated to the task order is relatively insignificant. A determination of final indirect costs under quick-closeout procedures shall be final for the task order it covers and no adjustment shall be made to other task orders for over-or under-recoveries of costs allocated or allocable to the task order covered by the agreement. Once agreement for quick-closeout is reached on an individual task order, a bilateral modification will be issued to close out the task order.

The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.

G.5 Option Determination

After the initial contract term of 5 years, BMO has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds GSA's quality performance expectations.

In recognition of exceptional contract and task order performance and demonstration of fair and reasonable pricing of a particular Contractor during their initial 5 year term of performance, the Government will consider exercising a Contractor's Option 1 for an additional 5 year term.

The option determination for each Contractor will be based on FAR Subpart 17.207 for exercising the option term; the overall quality of the Contractor's past performance under BMO and task orders awarded against BMO; meeting the deliverable and compliance standards; and maintaining a strategic partnership between the BMO Contractors, GSA personnel, and Federal customers to identify and achieve reciprocal goals.

(End of Section G)

Section H - Special Contract Requirements

H.1 Background

This section provides special contract requirements for BMO SB and each task order placed under BMO SB for the most effective and efficient streamlined ordering processes for customer agencies and to facilitate the overall quality and success of professional service based solutions.

Clauses and other requirements regarding special contract requirements may be designated by the OCO at the task order level.

H.2 Observance of Federal Holidays

The Contractor shall observe Federal holidays and other days identified in this section unless otherwise indicated in individual task orders. The Government observes the following days as holidays:

- New Year's Day
- Birthday of Martin Luther King Jr. Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day, and
- Christmas Day

In addition to the days designated as holidays, the Government may also observe the following days:

- Any day designated by Federal Statute; Executive Order; or President's Proclamation

Notwithstanding holidays and Government closures, the Contractor shall perform in accordance with the terms established in BMO SB and associated task orders.

H.3 Normal Working Hours

Working hours to include normal working hours and outside working hours will be designated by the OCO at the task order level.

H.4 Emergency Services

Emergency Services and response timeframes may be designated at the task order level. The OCO shall tailor all requirements for Emergency Services at the task order level.

H.5 Ordering Procedures

All task orders under BMO SB must be:

1. Solicited and awarded by an OCO with a Delegation of Procurement Authority (See Section G.2.4 Ordering Contracting Officer)
2. Be within the scope of Section C and all other terms and conditions of the BMO SB contract
3. Identify the BMO SB Labor Categories and Service Occupational Codes (See Attachment J.4 - BMO SB Labor Categories)
4. Solicited and awarded under the proper NAICS Code and corresponding BMO SB MA-IDIQ Contract Number (See Section H.6.)
5. Identify the proper Product Service Code (See Attachment J.5 - BMO SB PSCs)
6. Comply with the ordering procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements.
7. Comply with the Fair Opportunities ordering procedures outlined in FAR Subpart 16.505(b).

The OCO must tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award.

All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to a task order solicitation will be at the Contractor's sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

H.5.1 Set-aside within a Set-aside

At the Task order level, OCO's may set-aside task orders for specific socioeconomic categories when those specific socioeconomic program requirements have been met. The following clauses are included at the IDIQ contract level and flow down to the task order level when applicable (see Section I of the Solicitation):

- 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award
- 52.219-13, Notice of Set-Aside of Orders
- 52.219-14, Limitations on Subcontracting
- 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns
- 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
- 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-owned Small Business Concerns
- 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program

To qualify for additional socioeconomic category set-asides on orders placed against the multiple-award contract, vendors must qualify under the specific program requirements for that socioeconomic category.

H.6 North American Industry Classification System (NAICS)

The Office of Management and Budget's (OMB's) North American Industry Classification System (NAICS) is a coding system for classifying where services are performed by type of economic activity in order to analyze economic data and promote uniformity in describing the economy.

The Small Business Administration (SBA) assigns a business size standard to each NAICS code, which is usually stated in number of employees or average annual receipts, to represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business by the SBA in order to qualify for small business socio-economic programs.

NAICS Codes and small business size standards are periodically updated and revised by SBA. If SBA revises NAICS Code(s) and small business size standard(s) that are within the scope of BMO SB during the term of BMO SB, the BMO SB CO may need to update the BMO SB MA-IDIQ task order contracts to reflect the updated NAICS Code(s) and small business size standards(s).

H.6.1 BMO SB NAICS Codes

BMO is comprised of two separate service groups with 17 NAICS Codes under the economic subsectors 561 Administrative and Support and Waste Management and Remediation Services and 236, Construction. NAICS Codes are divided into O&M and FSS groups under one overall BMO NAICS. (See Section H.6.2 Predominate Task Order NAICS Determination).

H.6.2 Predominant Task Order NAICS Determination

The OCO has the responsibility to determine which predominant NAICS code applies to a task order solicitation, whether or not the task order is unrestricted or set-aside, including the type of socio-economic set-aside if applicable, and whether or not the solicitation is sole-source or competitive. The OCO must identify the NAICS Code Number and Title, Business Size Standard, in the task order solicitation and report the NAICS Code in the Federal Procurement Data System (FPDS).

Once a NAICS Code is selected by the OCO, the OCO must provide fair opportunity to those Contractors that offer all of the corresponding service categories and meet the parameters set forth in the task order solicitation, unless an exception to fair opportunity has been properly executed. Ordering Procedures at FAR 16.505 apply. If the task order solicitation can be classified in two or more NAICS codes with different size standards, the OCO shall apply the NAICS code and corresponding size standard for the industry accounting for the greatest percentage of anticipated task order price/cost. In task orders targeting multiple (more than one) categories where one service type cannot be determined to be more heavily emphasized, the predominant BMO NAICS code of 561210 (Facilities Support Services) with a size standard of $38.5 million is recommended. The NAICS code utilized and its associated size standard for each task order is at the Ordering Contracting Officer's discretion. The table below identifies all BMO NAICS code assignments:

Service Categories	NAICS Code	NAICS Title	Size Standard
Predominant BMO NAICS	**561210**	**Facilities Support Services**	**$38.5 M**
Operations & Maintenance			
HVAC Maintenance	238220	Plumbing, Heating, and Air-Conditioning Contractors	$15 M
Plumbing and Pipefitting	238220	Plumbing, Heating, and Air-Conditioning Contractors	$15 M
Elevator Maintenance	238290	Other Building Equipment Contractors	$15 M
Electrical Maintenance	238210	Electrical Contractors and Other Wiring Installation Contractors	$15 M
Fire Alarm System Maintenance and Repair	561621	Security Systems Services (except Locksmiths)	$20.5 M
Fire Suppression System Preventative Maintenance and Repair	238220	Plumbing, Heating, and Air-Conditioning Contractors	$15 M
Roofing Services	238160	Roofing Contractors	$15 M
Building Management Services	531312	Nonresidential Property Managers	$7.5 M
Architectural and Framework Building Maintenance Services	236220	Commercial and Institutional Building Construction	$36.5 M
Commissioning Services	541330	Engineering Services	$15 M
Elevator Inspection Services	541350	Building Inspection Services	$ 7.5 M
Janitorial	561720	Janitorial Services	$18 M
Other Facilities Maintenance Related Services	238990	All Other Specialty Trade Contractors	$15 M
Facility Support Services			
Landscaping/Grounds Maintenance	561730	Landscaping Services	$7.5 M
Cemetery Maintenance	561730	Landscaping Services	$7.5 M
Pest Control	561710	Exterminating and Pest Control Services	$11 M
Waste Management and Recycling Services	562111	Solid Waste Collection	$38.5 M

H.7 Product Service Codes (PSC)

The PSC represents what products, services, and/or research and development (R&D) was purchased by the federal government for each task order award reported in the Federal Procurement Data System (FPDS).

The scope of BMO SB spans across many PSCs, however, the primary PSC selected must be based on the predominant service that is being purchased at the task order level.

The OCO must identify the PSC in the task order solicitation and report the PSC in the Federal Procurement Data System (FPDS).

The Contractor shall enter the PSC in Contract Payment Reporting Module for each task order award. See Attachment J.5 - BMO SB PSCs.

H.8 Systems, Certifications, and Clearances

Acceptable Accounting Systems are mandatory for all Contractors on BMO SB. All Systems, Certifications, and Clearances must be maintained at the Contractor's current level at time of award or higher throughout the period of performance of BMO SB.

Failure to meet the following deliverables, reports, or compliance standards may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H.36.5 Dormant Status and H.36.6 Off Ramped).

H.9 Acceptable Accounting System

Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

The Contractor must maintain an acceptable accounting system for the entire term of BMO SB. The Contractor shall notify the BMO SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their accounting system and provide the reasons for the change and copies of audit reports, as applicable.

Acceptable accounting system means a system that provides reasonable assurance that —

(i) Applicable laws and regulations are complied with;
(ii) The accounting system and cost data are reliable;
(iii) Risk of misallocations and mischarges are minimized;
(iv) Contract allocations charges are consistent with billing procedures; and
(v) A labor distribution/timekeeping system is in place that properly identifies hours worked and tracks charges for direct and indirect rates

H.10 Acceptable Estimating System

An estimating system is a system that includes policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

An acceptable estimating system means an estimating system that is:

- Maintained, reliable, and consistently applied
- Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices

- Is consistent with and integrated with the Contractor's related management systems
- Is subject to applicable financial control systems

An Acceptable Estimating System is not mandatory; however, Contractors are encouraged to have an acceptable estimating system or other cognizant auditor for the entire term of BMO SB. The Contractor shall notify the BMO SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their estimating system and provide the reasons for the change and copies of audit reports, as applicable.

H.11 Approved Purchasing System

An approved purchasing system means the Contractor's purchasing system has been approved under a Contractor Purchasing System Review (CPSR) for efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy when subcontracting.

Advance notification requirements for subcontracting and consent to subcontract are not required when a Contractor has an approved purchasing system unless otherwise requested by the OCO on an individual task order or task orders with no subcontracting possibilities or for commercial items acquired under FAR Part 12.

An Approved Purchasing System is not mandatory; however, Contractors are encouraged to have a purchasing system approved by the Defense Contract Management Agency (DCMA) or other cognizant Government administration office for the entire term of BMO SB.

The Contractor shall notify the BMO SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their purchasing system and provide the reasons for the change and copies of CPSR reports, as applicable.

H.12 Security Clearance Requirements

The OCO must tailor security requirements (both facility and employee), clauses, provisions, and other applicable terms and conditions specific to each task order's solicitation and award.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge customer agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order should specify the terms and conditions for reimbursement, if any, for obtaining security clearances. The Contractor shall comply with all security requirements in task orders awarded under BMO SB.

H.12.1 Facility Clearance Level

A facility clearance level (FCL) is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense (DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of a FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

There are **no mandatory** levels of facility security clearance for Contractors under BMO SB; however, task orders may require an FCL at any level, under BMO SB.

The Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of BMO SB. The Contractor shall notify the BMO SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their FCL and provide the reasons for the change. If only part of a Contractor's organization has a FCL, the Contractor shall make the distinction between which business units or sites and geographic locations have a FCL. Only those Contractors that meet a required FCL level on task order solicitations shall be eligible to compete.

H.12.2 Employee Security Clearance

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order.

The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent).

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.12.2.1 HSPD-12

When a Contractor or their Subcontractors are required to have physical access to a Federally controlled facility or access to a Federal information system, the Contractor shall comply with agency personal

identity verification procedures in task orders that implement Homeland Security Presidential Directives-12 (HSPD-12).

H.12.2.2 Security Requirements and Personal Identity Verification Procedures (Non-Classified Contract)

The Contractor shall comply with Agency personal identity verification procedures identified in the Contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

The Contractor shall insert this clause (FAR 52.204-9) in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facilities and/or routine access to a Federally-controlled information systems.

H.12.3 Qualifications of Employees

The OCO or a designated representative may require the Contractor to remove any employee(s) from Government controlled buildings or other real property should it be determined that the individual(s) are either unsuitable for security reasons or otherwise unfit to work on Government controlled property.

The Contractor shall fill out and cause each of its employees performing work on the Contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the OCO, the Contractor and its employees shall be fingerprinted.

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.13 Suitability Determinations

All Contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) may be required at the task order level to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badges, and escorted entry, as applicable.

Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.
Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badge, and escorted entry, as applicable.

Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.

The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.

The OCO or his/her designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government. The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

H.13.1 Compliance with Security Requirements

The Contractor shall comply with all Government security requirements in the building(s) where work is being performed.

When a controlled personnel identification access system is used by a Government Agency at a site where work is performed, the Government Agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the Government Agency.

H.13.2 Identification Credential

Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.

Regular or Temporary Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.

All Contractor or Subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or Subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the Credential.

The Contractor will notify the OCO when Credentials are lost, stolen, damaged, etc. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.

The OCO or their designee, Government law enforcement, or security personnel shall periodically verify that passes of Contractor employees match their personnel identification. The Contractor's employees shall comply with security verification procedures at all times.

H.13.3 Escort Requirements

It may be necessary to escort temporary Contract employees who do not have favorable preliminary or final suitability determinations and shall work in federally controlled space. In those cases, all uncleared Contract employees shall be escorted in nonpublic space by a Government employee or another responsible cleared Contract employee who is approved by the OCO or designee. Other Government agencies may have specific Agency security requirements for their own space that may only allow escort by Government employees or those designated by their Agency. Government employees or approved cleared Contract employees who provide escorts for uncleared Contract employees shall always be in close proximity and within eyesight of the uncleared Contract employee. The Contract escort shall watch uncleared employees and remain with uncleared Contract employees for the entire time they are in the building and or federally controlled space. Uncleared employees cannot be left alone or out of eyesight at any time they are in nonpublic space. A cleared and approved escort may not allow several uncleared Contract employees to be in Federally controlled space, that is not within close proximity and within eyesight at all times. A cleared and approved escort may not allow multiple uncleared employees in non-public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved Contract employee will result in the immediate removal from the Contract of all Contract employees involved, i.e., escorts and uncleared escorted Contract employees. Also, violations of escort requirements by Contract employees in accordance with security requirements may be grounds for termination of the Contract.

H.13.4 Standards of Conduct

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

H.13.5 Removal from Contract Work

As provided in the clause entitled "Qualifications of Employees," the OCO or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on Government controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.

When the Government deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interests of security, or when the employee is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population.

The OCO may also request the Contractor to immediately remove any employee from the work site if it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons or who are found to be unfit for performing duties during their tour of duty. Contractor employees who are removed from Contract work shall be required to leave the work site immediately.

The Contractor shall comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- Failure to receive a suitability determination, temporary clearance, or clearance from the Government Agency.
- Violation of Federal, State, or Local law.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government. Theft, vandalism, immoral conduct, or any other criminal actions.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
- Improper use of Government identification.
- Unauthorized use of communication equipment on Government property.
- Violation of security procedures or regulations.
- Violation of Title 18 U.S.C. 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The OCO or their designee will make all determinations regarding the removal of any employee from work site, except under certain conditions. When an OCO or their designee is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the facility and its population, the OCO or their designee will have the authority to immediately remove the Contract employee from the work site.

Law enforcement officers of the Department of Homeland Security/Immigration and Customs Enforcement/Federal Protective Service (DHS/ICE/FPS) will have the authority to immediately remove any Contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government or security or is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the facility and its population. The OCO or their designee will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The OCO or their designee will make all official notifications to the Contractor. In the event of a dispute, the OCO or their designee will make a final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing by the OCO or designee.

The Contractor is responsible for providing replacement employees in cases where Contract employees are removed from working at the work site or on the Contract.

H.13.6 Sensitive But Unclassified (SBU) Information

Government Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive but Unclassified (SBU) information (Privacy Act data, building information, and financial information) through the Government's IT systems.

Contractors and prospective bidders with a need to know that do not have HSPD-12 clearances and access rights to Government IT systems can be provided SBU building information, drawings, etc., in accordance with the ordering agencies policies, which provides for the dissemination of paper and electronic SBU building information for all Federally controlled space (owned, leased, and delegated). SBU information includes, but is not limited to:

- Paper and or electronic documentation of the physical facility information.
- Building designs (such as floor plans).
- Construction and renovation or alteration plans and specifications.
- Equipment plans and locations.
- Building operating plans.
- Information used for building service Contracts and or Contract guard services.

For all Government controlled facilities, any other information considered a security risk shall be considered covered under this category.

All SBU building information, either in electronic or paper format, shall have specific imprinting on each page to designate it as Government property and indicate the prohibition of copying, dissemination, and distribution.

Contractors authorized to receive SBU information shall provide the following identification:

- A copy of a valid business license.
- Verification of a valid DUNS Number.
- A valid IRS Tax ID Number.
- A valid State driver's license with photograph.

Contractors shall sign a Document Security Notice when they receive SBU information. Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other Disseminators shall be required to turn over their Document Security Notice dissemination records to the Government to be kept with the permanent files.

Authorized Contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy, and or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

All authorized Contract users of SBU building information shall notify the designated Government Disseminator in writing that they have properly disposed of the SBU building information and documents.

The Government Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) in accordance with the Government system of keeping long-term records and plans. All Document Security Notices and Records of Disposal shall be kept with the permanent files.

H.13.7 Recording Presence

Each Contract employee shall sign in when reporting for duty and sign out when leaving at the end of the workday and follow card access requirements as directed by the OCO or designee. The Contractor shall accumulate the Government designated form for use in recording presence each week's end (determined at the task order level) turn them over to the OCO or designee.

H.13.8 Government Forms

The various Government forms mentioned in this document such as personal history forms, sign-out forms, inspection forms, etc., may be obtained from the OCO or designee.

H.13.9 Other Contractors

The Government may undertake or award other Contracts for additional work, and the Contractor shall fully cooperate with such other Contractors or Government employees. The Contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the OCO or designee. In addition, the Contractor shall not commit or permit any act that will interfere with the performance of work by another Contractor or by Government employees.

H.13.10 Ordinances, Taxes, Permits, and Licenses

Without additional expense to the Government, the Contractor shall fully comply with all Local, City, State, and Federal laws, regulations, and ordinances. The Contractor will also be liable for all applicable Federal, State, and Local taxes and shall obtain and pay for all permits and licenses governing performance under the Contract.

H.13.11 Discrepancy in the Specifications

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

H.14 Sustainable Products and Services

The Contractor shall provide sustainable products and services to the maximum extent practicable, consistent with FAR Part 23, unless authorized in writing at a task order level. These include:

i. Products and services that meet statutory mandates, including:

- Recycled content products designated under the Comprehensive Procurement Guidelines (CPG) program;
- ENERGY STAR - certified products;
- Federal Energy Management Program (FEMP) - designated products; and
- BioPreferred and biobased designated products.

ii. Products and services identified by U.S. Environmental Protection Agency (EPA) programs or labels, including:

- Water efficient products and services, including WaterSense - certified products and services;
- Safer Choice - labeled products;
- Products that contain Significant New Alternatives Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons, where feasible, as identified by SNAP; and
- Freight delivery services from SmartWay Transport partners.

iii. Products and services covered by non-federal specifications, labels, and standards, including:

- Environmentally preferable products and services as identified by EPA recommended specifications, labels, and standards; and
- Environmentally preferable products and services covered by other open and voluntary standards selected by agencies. Consistent with the National Technology Transfer and Advancement Act of 1995 (NTTAA), OMB Circular A-119, and Section II of EPA's Draft Guidelines for Environmental Performance Standards and Ecolabels for Voluntary Use in Federal Procurement.

Sustainable services also include service and construction contracts where sustainable products are delivered, furnished for Government use, or furnished for contractor use at a federally controlled facility.

Though not all-inclusive, Attachment "Sustainable Product List" (see Section J) includes a list of products covered by federal environmental programs that the Government anticipates will be applicable to this contract. Any products listed in Attachment J "Sustainable Product List" that are used or supplied during performance must meet the associated environmental requirement. This includes products covered by the BioPreferred, Federal Energy Management Program (FEMP), Energy Star, Significant New

Alternatives Policy (SNAP), WaterSense, Comprehensive Procurement Guidelines (CPG), Safer Choice, and SmartWay programs.

Contractors shall refer to the Green Procurement Compilation (sftool.gov/greenprocurement) for an updated, complete database of products with federal environmental requirements. For any applicable products that receive a federal environmental designation after contract award, the Contractor shall make a reasonable effort to use or supply such compliant products under this contract.

In addition to the minimum sustainable product requirements above, the Contractor is encouraged to implement innovative sustainability concepts and practices beyond the base performance standards, including the use of environmentally preferable products. Examples of environmentally preferable products that may be used during contract performance include, but are not limited to, products with low volatile organic compound (VOC) content, low- or non-toxic products, biodegradable products, concentrated forms of cleaning products, products with reusable, reduced, or recyclable packaging. Note that agencies may establish more stringent sustainable product requirements at a task order level.

H.14.1 Green Purchases

In addition to those regulatory requirements specified in Section C of the specification, the following considerations and sources shall be used by the Contractor.
This includes:

- Compliance with appropriate clauses and subparts of FAR 7, 11, 12, 13, and 23.
- Cleaning chemicals, tools, equipment, supplies, or materials that shall be selected with consideration to minimizing the impact on both human health and safety as well as reducing other potential environmental impacts.
- Cleaning processes, work practices, and procedures shall minimize exposures to workers and building occupants and contribute to the promotion of environmental stewardship.

Additional information on environmentally preferable products may be found through sources such as the U.S; EPA's Environmentally Preferable Purchasing Program's website:
https://www.epa.gov/greenerproducts/about-environmentally-preferable-purchasing-program

H.14.2 Recycle Content Certification

In accordance with the FAR 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items, items purchased for the performance of work with this Contract, the Contractor shall provide to the OCO or their designee the required certification and estimate at Contract completion.

H.14.3 Recycled Content Product Purchase Annual Reporting

The Contractor shall provide an interim annual report, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content. The Contractor shall provide the report to the OCO or their designee in compliance with the Contractor schedule.

H.15 Facility Support Training Requirements

The Contractor shall ensure that all employees performing work under this contract receive training on sustainable cleaning practices, as suitable to his or her role. This training shall promote cleaning activities and processes that minimize adverse impacts on building occupants, cleaning personnel, the building structure, and the environment. Employees shall also be trained on the proper use of specific products and equipment. The Contractor shall describe the nature of this training and identify training requirements in the Sustainability Plan. The Contractor shall be prepared to provide evidence of training completion upon request.

The Contractor shall also ensure that its employees understand and properly implement the recycling program's procedures and requirements.

H.16 LEED Requirements

At the request of the OCO contractor shall provide the LEED requirements below:

H.16.1 LEED-EB

This building shall seek Leadership in Energy and Environmental Design (LEED) certification, which requires more stringent guidelines and record keeping. Criteria for specific LEED existing buildings (EB) credits will be provided by the LEED-EB Project Manager or designee. More information on LEED-EB is found at www.usgbc.org.

- **LEED for Existing Buildings: Operations & Maintenance**
  The Leadership in Energy and Environmental Design (LEED) for Existing Buildings: Operations & Maintenance (LEED EBOM) rating system provides building owners and operators a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions.

- **Performance Period LEED-EB**
  For LEED EBOM, the "Performance Period" is the continuous, unbroken time during which sustainable operations performance is being measured. The performance period must be a minimum of three (3) months for all prerequisites and credits except for Energy and Atmosphere Prerequisite 2 and Credit 1, which have longer minimum durations of one year. The performance period for all LEED credits must end within no more than seven (7) days from one another.

H.16.2 LEED reporting and requirements

The Contractor shall provide LEED EBOM reports as required at the task order level. When specific reporting formats are required, the Government shall provide templates that must be used for the reports. To facilitate the efficiency of the reporting process, the Government has developed an online reporting tool that can be used by the Contractor. Where reporting format templates and tools are not

provided, the Contractor may report the required information in a format of their choosing, but the information must be sufficient enough to meet the LEED-EBOM rating system's submittal requirements.

Note that the building may not pursue all of these credits*.*

Reporting Frequency and Detail:
Powered Equipment Requirements. LEED EBOM credit: EQc3.4. Prior to Performance Period, complete Powered Cleaning Equipment Inventory and the Powered Equipment Scheduled Maintenance Log. At the end of the Performance Period, complete the Powered Cleaning Unscheduled Maintenance

Log and update the Powered Cleaning Equipment Inventory to reflect new purchases during the Performance Period.

Powered Equipment Regularly Scheduled Maintenance
LEED EBOM credit: EQc3.4 (interior)
Completed once prior to the start of the Performance Period and once at the completion of the Performance Period, to account for the maintenance requirements of any equipment added during the Performance Period.

Powered Cleaning Equipment Inventory
LEED EBOM credit: EQc3.4 (interior)
Inventory completed prior to the start of the Performance Period and updated, as needed, at the end of the Performance Period, covering all new purchases during the Performance Period.

Powered Cleaning Repair/Maintenance Log
LEED EBOM credit: EQc3.4
Reporting one time at the end of the Performance Period, and covering all maintenance activity during the Performance Period.

Custodial Staffing Plan Worksheet
LEED EBOM credit: EQc3.1
Completed prior to start of Performance Period, and updated as needed at completion of Performance Period.

Custodial Training Requirements Worksheet
LEED EBOM credit: EQc3.1
Completed prior to start of Performance Period, updated at completion of Performance Period, reporting on training activity during Performance Period.

LEED Building Exterior & Hardscape Management Plan
LEED EBOM credit: SSc2
Plan needs to be completed and adopted, including all narratives described on GSA volume certification site, with an effective date, prior to the start of the Performance Period. GSA Responsible Party reviews and/or approves products purchased for building exterior and hardscape management.

Purchasing Information Cleaning Products and Materials
LEED EBOM credit: EQc3.3
Prior to start of the Performance Period, complete documentation of materials used at the GSA facility. At the end of the Performance Period, complete Cleaning Products and Materials Purchasing Tracker for the Performance Period and provide cut sheets for all products that meet sustainability criteria.

Green Cleaning – Purchasing Sustainable Products and Materials
LEED EBOM credit: EQc3.3
At the start of the Performance Period, prepare a list of all cleaning products and custodial materials used; determine which products purchased meet the sustainability criteria listed in the Cleaning Materials Purchasing Information Request Template. At the end of the Performance Period, complete the Cleaning Products and Materials Purchasing Tracker; for purchases that meet one or more LEED sustainability criteria, provide manufacturer data or cut sheets.

H.17 Asbestos Awareness Training

At the request of the OCO the Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with CFR 40-763 http://www.access.gpo.gov/nara/cfr/waisidz_*06/40cfr763_06.html* and 29 CFR 1910. The Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR 1910. The training shall be conducted, at no additional expense to the Government, at least 60 calendar days after the start date of the Contract. The Contractor shall submit written certification to the CO or their designee within 5 days of the completion of training.

H.18 Uniforms

All trade workers shall wear a uniform with the Contractor's logo while working within the building. Uniforms should be neat, clean, in good repair, and have a badge or monogram with the Contractor's name on it no later than ten (10) working days from the date an employee first enters on duty. The Government will restrict access if employees are improperly attired.

H.19 Personnel Qualifications
H.19.1 Personnel Training

The Contractor shall establish training programs to assure employees working in a Federal building have the knowledge, skills and abilities to perform the work required by this Contract. The Contractor shall provide training and/or document training that conforms to the core competencies of the Federal Buildings Personnel Training Act of 2010 and provide documentation to the OCO or designee.

H.19.2 Re-Tuning Training

At the request of the OCO the Contractor must ensure that all Mechanical Engineers, Mechanical Supervisors, Operating Engineers, HVAC Mechanics, and Control Technician employees, including replacement workers, receive Building Re-Tuning Training, (http://retuningtraining.labworks.org/training/lms/), a 5-6 hour on line course and refresher training every

two years in accordance with the Federal Buildings Personnel Training Act of 2010. The training must be conducted, at no additional expense to the Government, at least 60 calendar days after the start date of the Contract. The Contractor must submit written certification to the CO or their designee within 5 days of the completion of training for each employee identified above.

H.19.3 Miscellaneous Requirements

The Custodial Contractor shall:

- Ensure that the Contractor's employees use lights and faucets only in those areas where and when the work is actually being performed. Once leaving, all lights and water faucets in the work area shall be turned off.
- Ensure that workers do not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
- Ensure that the Contractor's employees participate in building fire and civil defense drills.
- Ensure that the reporting of fires, hazardous conditions, and items in need of repair (e.g., inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc.), to the OCO or their designee.
- Ensure if applicable rooms are locked after cleaning and that keys are returned to the designated office.
- Ensure that lost and found articles by the Contractor's employees are turned in to the CO or their designee.
- Ensure that the Contractor employees notify the security officer on duty when unauthorized or suspicious person(s) are seen on premises.
- Ensure that the Contractor's employees notify OCO or their designee of any observed hazardous material, or Universal Waste materials in the trash or recycling receptacles.
- Ensure that the Contractor's raise, lower, and half-staff the United States Flag, agency pennants, and other flags (POW flag). This service shall be provided when directed by the CO or their designee and shall comply with requirements in the Flag Policy.
- Ensure that the Contractor's employees adhere to government's "No Smoking Policy".

H.19.4 Submission of Resumes for New Employees

The Contractor shall submit to the OCO or their designee the resumes of all personnel before they begin work during the performance periods of the Contract. The OCO or their designee may deny permission to employ personnel if qualifications indicate a material degradation from the skill levels indicated in the Contractor's proposal for the Contract, or if skills or reliability concerns are such that the OCO or their designee believes the protection of building equipment may be jeopardized.

H.19.5 State Licensing

All personnel shall be licensed and certified, or become licensed and certified within 90 calendar days of beginning employment, to perform work within their normal duties, where such licensing is required by the State for non-Federal locations. Contractor personnel shall also conform to all other licensing and certification requirements as described elsewhere in this document or at the task order level.

H.19.6 Compliance with Federal, State, and Local Codes

The Contractor shall comply with all applicable Federal, State and Local laws, regulations and codes. The Contractor is responsible for determining which requirements are applicable, and complying appropriately; the Contractor may ask advice of the CO or their designee in this regard. GSA also has a policy of voluntary conformity to certain State and Local code requirements even when permission or approvals from Local regulators are not required; the Contractor shall ask the advice of the CO or their designee when such issues arise.

H.19.7 Government Furnished Materials

The following items are furnished by the Government:

a. Electrical power at existing outlets for the Contractor to operate equipment that is necessary in the conduct of its work.
b. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water will be provided.
c. Space in the building, including locker rooms, if available. Any existing equipment within GSA space, such as lockers, tables, benches, chairs, etc., placed within the building by the Government may be used by the Contractor during the term of the Contract, provided authorization is received from the CO or designee. This space and equipment shall be kept neat and clean and returned to the Government at the expiration of the Contract in reasonably the same condition as at the time of entering into the Contract.
d. Space in the building for the storage of an inventory of supplies and equipment that will be used in the performance of work under the Contract. The Contractor shall maintain this space in a clean, neat, and orderly condition. Under no circumstances may the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts, or equipment.
e. Space in the building, when available, and furniture and furnishings (to include telephones for restricted use) for a supervisor's office to be used for official business only in the performance of this Contract. If the Government supplies telephones, they shall only be used for communication related to the Contract. The Contractor or the Contractor’s employees shall not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.
f. Custodial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and organized by the Contractor. Sinks and buckets shall be kept clean and free of standing water and hoses shall not be left connected to faucets when not in use.
g. Heating and air conditioning of the space to be cleaned will be provided only during normal building operating hours.

H.20 Requirements for Network Connection

At the task order level, agencies may require Government-furnished network equipment and computer hardware to be used in all cases for IT systems. Network equipment- includes any equipment that has IP routing and switching functionality.

Computer hardware- includes, but is not limited to servers, PCs, laptops and their peripherals (monitors, mice and keyboards).

Proprietary system hardware/software can be vendor provided, but is subject to network and system testing, review and approval for connection to the Government's network and acceptance of the agency's designated CIO.

H.20.1 Use of Government Information Technology

Contractor personnel requiring access to Government's Network shall comply with all Federal Information Technology (IT) regulations regarding Trusted Internet Connection (TIC) in conjunction with Government Agency policies (designated at the task order level).

If a Contractor comes into contact with information or data where there is not a 'need to know' or they are do not have authorization to have, they shall turn in the information and/or data immediately to the OCO or their designee.

H.20.2 Contractor Furnished Materials

The Contractor shall provide all labor, services, supplies, material, and equipment necessary to efficiently and effectively perform the requirements of this Contract, except as explicitly stated within this document.

The Contractor shall provide at his or her expense an onsite computer with broadband Internet service or a fax machine and services with receiving and sending capability in order to receive service requests via fax or other method as designated by OCO.

H.21 Contractor Responsibilities

H.21.1 Supervisors

A supervisor shall be available at all times when the contract work is in progress to receive notices, reports, or requests from the OCO or their designee. The Contractor shall furnish the OCO or their designee with a list of telephone numbers where an authorized representative may be contacted seven (7) days per week at any hour of the day or night to provide required services.

H.21.2 Communication

The Contractor is responsible for complying with the agreed upon Communication Plan required at the task order level. At a minimum the Contractor shall provide key operational personnel (managers or supervisors) with portable electronic means to communicate with the ordering agency for service calls, emergencies, status updates of projects, etc. It is the Contractor's responsibility to ensure that any communication devices provided work effectively in the building. Electronic receiving and transmitting methods may include the following:

A text-messaging device used to send and receive messages. The Contractor is responsible for all costs associated with the electronic messaging device. Some examples are two-way pager (Nextel), cell phone with text messaging, BlackBerry, etc.

The use of Fax receiving and sending equipment is acceptable only as secondary communication method for locations that have problems with no or poor quality wireless device signal strength. Delayed receipt due to combined usage of voice and fax on the same line is not acceptable.

H.21.3 Exposure Control Program

Personal Protective Equipment (PPE): The Contractor shall provide all employees with proper PPE when required by Federal, State and local laws and regulations.

Blood Borne Pathogens: The Contractor shall provide appropriate training to their employees and all necessary equipment and services required to perform clean-up of blood borne pathogens and fully comply with the requirements of the Blood Borne Pathogen Standard listed in 29 CFR §1910.1030.

H.22 Additional Services Indefinite Quantity Provisions

H.22.1 General

The OCO or their designee may order additional services at his or her discretion. Additional services may include any in scope services related to O&M and repairs, systems upgrades, system operation, or tenant services within covered facilities but not covered within basic services

H.22.2 Price Proposal for Additional Services Work

At the request of the OCO or designee, the Contractor shall provide a price proposal to accomplish an additional services job within 48 hours of the request. The price proposal shall follow the pricing guidelines designated at the task order level by the OCO.

H.22.3 Subcontracts

If work is to be subcontracted, the subcontracted part of the work is to be priced in accordance with the parent contract schedule. Approval of subcontractors will be needed on Individual Task Orders when required by FAR 44.2.

H.22.4 Cost Documentation, Competitive Bids, Method of Ordering and Invoicing

The OCO or their designee will determine cost documentation, fair and reasonable pricing, competitive bids and the method of ordering at the task order level in accordance with agency policies.

H.23 Strike Contingency Plan (SCP)

The Contractor shall prepare a Strike Contingency Plan (SCP) to be used in the event of a strike by his employees. The SCP shall be submitted to the OCO or their designee 5 calendar days prior to Contract start date and updated annually. At a minimum, the SCP shall include the following information:

Support Personnel: The SCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this document in the event of strikes by his employees. This includes HSPD-12.

License and Certifications: The SCP shall describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) shall meet the experience and license requirements defined in this document.

H.24 Occupant Emergency Plan (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the OCO or their designee during building emergencies. Designated Contractor personnel, including, the onsite supervisors, shall be thoroughly familiar with the Government's OEP and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor shall participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the Contract and as identified by the OCO or their designee to the extent allowed during all emergency situations, including, but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural and man-made disasters, and utility service outages.

H.25 Contractor Pandemic Plan

The Government is required by the National Strategy for Pandemic Influenza Preparedness and to have a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on custodial operations. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see http://www.who.int/csr/disease/avian_influenza/phase/en/. The plan shall be submitted to the OCO or his/her designee within thirty (30) calendar days of the start of the Contract. See components of Pandemic Planning at http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf

H.26 Conservation

Conservation is a planned and organized approach designed to conserve non-renewable sources. The Contractor shall ensure that work under this contract is performed in a manner that conserves energy, water, and other Government resources. The Contractor shall take the necessary steps through training, communication, and implementing appropriate procedures in their use of natural resource consuming equipment and processes. This will preserve resources and support the Government's sustainability goals.

The Contractor shall ensure that their employees support the Government's efforts to comply with Section 102 of the Energy Policy Act of 2005 (EPACT), the Energy Independence and Security Act of 2007, Executive Order (EO)13693 which requires the Government to reduce Agency energy use.

The Contractor shall employ practices that reduce dependence on non-renewable sources of energy. The Contractor's personnel shall turn off lights in unoccupied areas where possible once the area is cleaned. The Contractor shall close window blinds when practical, especially in the summer time, over long weekends, and during extended closures of the building.

The Contractor shall use their equipment in an efficient manner by turning it off when not in use. When replacing existing equipment, the Contractor shall strive to acquire replacement equipment in the top 25% of efficiency as per the Energy Star guidelines. The Contractor shall never turn off or unplug Government equipment in the space they are cleaning without prior written approval by the OCO or their designee.

The Contractor shall employ products, equipment and practices that eliminate wasteful use of water. Examples of green cleaning equipment are as follows:

- Vacuum cleaners certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and that operate with a sound level of less than 70dBA
- Carpet extraction equipment used for restorative deep cleaning certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, equipped with vacuums, guards and/or other devices for capturing fine particulates and that operates with a sound level of less than 70dBA
- Propane-powered floor equipment with high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size and that operate with a sound level of less than 9-dBA
- Automated scrubbing machines equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids; alternatively, scrubbing machines that use only tap water with no added cleaning products
- Battery-powered equipment utilizing environmentally preferable gel batteries.

H.27 Proprietary Solutions

Contractors are discouraged from proposing proprietary solutions in response to BMO SB task order requirements that necessitate the Contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support.

If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark their proposal accordingly and make it clear to the OCO all limitations and costs associated with the solution.

H.28 Partnering

GSA intends to encourage the foundation of a cohesive partnership between the BMO SB Contractors, BMO SB personnel, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms of the BMO SB contract.

Failure to attend meetings, maintain a Contractor BMO SB webpage, or otherwise not comply with this section may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (See Sections H.36.5 Dormant Status and H.36.6 Off-Ramped).

H.29 Meetings

From time to time, the Government may require Contractor attendance, including the attendance of Contractor Key Personnel, at meetings at various locations.

Meetings may be via web-casting, in-person at a government facility, a commercial conference center, or a mutually agreed-upon Contractor facility on a rotational basis, as determined by the Government. Follow-up meetings may be held periodically throughout the duration of BMO SB in order to assess performance against the goals and to reinforce partnering principles.

GSA may require BMO SB Program Management Review (PMR) meetings either in person or virtual. The goal of the PMR meetings are to provide a platform for BMO SB Contractors, BMO SB staff, and other agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and Government-wide initiatives, and address BMO SB fundamentals. At a maximum, meetings shall be conducted on a quarterly basis. Any Contractor costs associated to PMR Meetings shall be at no direct cost to the Government.

H.30 GSA BMO SB Webpage

GSA will establish a BMO SB website for the purposes of informing our customers, stakeholders, and the general public of the attributes and procedures for BMO SB.

The GSA BMO SB webpage will include, but not be limited to, the following:

1. General overview of the attributes of BMO SB
2. The BMO SB conformed contract (Sections B through J)
3. GSA Key Personnel point of contact (POC) information (Names, Titles, Phone Numbers, E-mail Addresses)
4. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, E-mail Addresses)
5. List of Contractor Numbers, Company Names by NAICS Pools and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO
6. Delegation of Procurement Authority (DPA) process for the OCO
7. BMO SB Training and Ordering Guides
8. Sample procurement templates for the OCO
9. Scope review process for the OCO
10. Statistical information by Agency and Contractor
11. Links to other mandatory websites for reporting purposes or ordering procedures
12. List of Contractors not eligible for solicitations and awards due to Dormant Status or Off-Ramped, if necessary.
13. Frequently Asked Questions

H.31 Contractor BMO SB Webpage

Within 30 days of the Notice to Proceed, the Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the term of BMO SB and task orders awarded under BMO SB. The Contractor is strongly encouraged to make their BMO webpage Rehabilitation Act Section 508 compliant (http://www.section508.gov/).

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide professional support services under BMO SB.

At a minimum, this webpage must include, but is not limited to the following:

1. Link to the GSA BMO SB webpage
2. General Overview of BMO SB
3. BMO SB related marketing materials and news releases
4. Contractor Capabilities for BMO SB
5. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, E-mail Addresses)
6. BMO SB Contract (Sections A through J) and all Modifications issued within 30 days in Adobe format
7. DUNS Number
8. Sustainability Disclosures, if any

H.32 Marketing

The Contractor must maintain participation by actively pursuing work and competing for task order solicitations under BMO SB. The Contractor may develop company specific BMO SB brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of BMO SB. The Contractor may participate in various conferences and trade shows to facilitate outreach efforts for federal agency customers and to aid in the marketing of BMO SB.

All marketing, promotional materials, and news releases in connection with BMO SB or task order awards under BMO SB, including information on the Contractor's BMO SB webpage, may be co-branded with marks owned or licensed by the Contractor and GSA, as long as the Contractor complies with GSAM 552.203-71, Restriction on Advertising.

GSA reserves the right to review and approve any marketing, promotional materials, or news releases by a Contractor that is BMO SB related, including information on the Contractor's BMO SB webpage.

H.33 Minimum Task Order Awards or Estimated Value

Starting from the date of the BMO SB Notice-to-Proceed, the Contractor shall attain a minimum **of 3 task order awards or a total task order estimated value of $325K** (total estimated value of all task orders inclusive of all options) prior to the exercise of Option I under BMO SB. In the event a Contractor is on-ramped to the contract after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period.

For example, if the Contractor is on-ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of 2 task order awards or total task order estimated value of $325K prior to the exercise of Option I. Failure to attain the expected number of task order awards or estimated value prior to the exercise of Option I may result in a Contractor being Off-Ramped at the discretion of the Contracting Officer (See Section H.36.6).

H.34 Training and Permits

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under BMO SB. The Contractor shall train Contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are peculiar to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under BMO SB.

H.35 Ethics and Conduct

The Contractor and its employees must conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR Part 3 and GSAM Part 503 Improper Business Practices and Personal Conflicts of Interest.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status and/or result in a Contractor being Off-Ramped (Sections H.36.5 Dormant Status and H.36.6 Off Ramping).

H.35.1 Supervision

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under BMO SB and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under BMO SB. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government. In all communications with third parties in connection with BMO SB, the Contractor must ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work and, must not carry out any direction that violates the terms and conditions of BMO SB.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under BMO SB are informed of the substance of this Section. If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor must notify the OCO and BMO SB CO immediately of this communication or action.

H.35.2 Conduct

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under BMO SB; conduct business other than that which is covered by BMO SB during periods funded by the Government; conduct business not directly related to BMO SB on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under BMO SB are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethic or conduct violation, the Contractor must notify the OCO and BMO SB CO immediately of this communication or action.

H.35.3 Conflicts of Interest

The guidelines and procedures of FAR Subpart 9.5 and GSAM Subpart 509.5, Organizational and Consultant Conflicts of Interest, and FAR Part 3 and GSAM Part 3, Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of a conflict of interest under BMO SB. The FAR and other applicable agency specific regulatory supplements will govern task orders awarded under BMO SB.

Assuming no real or potential conflict of interest, an BMO SB Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under BMO SB or BMO SB; however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under BMO SB.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under BMO SB which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The Contractor shall prohibit employees who have access to non-public information by reason of performance on a Government contract from using that information for personal gain.
In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict.

The OCO or BMO SB CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.35.4 Cooperation with other Contractors on Government Sites

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under BMO SB. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under BMO SB to accommodate the working environment, heeding any direction that may be provided by the BMO SB. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

H.35.5 Government Property

For task orders awarded under BMO SB, Government property matters shall follow the same policies and procedures for Government property under FAR Part 45, Government Property and other applicable agency specific regulatory supplements.

FAR Part 45 does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/workstations used in daily operation in support of BMO SB.

The OCO must tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

H.35.6 Leasing of Real and Personal Property

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded under BMO SB shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the Leased Items; or, the Government be held liable for early Termination/Cancellation damages if the Government decides not to exercise an option period under a task order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its proposal and the OCO for the task order has specifically approved/allowed such damages as part of the task order terms and conditions.

H.35.7 Government Facilities

The Contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.

A Contractor working in a government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to their employees as necessary.

The Contractor is responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer and the Federal Government.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under BMO SB are informed of the substance of this clause.

H.35.8 Rights of Ingress and Egress

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel must be specified in the task order. Specific federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements must be specified in the task order.

Contractor employees, including Subcontractor employees, shall have in their possession, at all times while working, the specific Government identification credential issued by the Government. The identification credential shall be displayed and be visible at all times while on Government property.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of personnel. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract, when the task order has been completed, employees leave the company, or employees are dismissed or terminated. The Contractor shall notify the issuing agency whenever employee badges are lost.

H.36 On-Ramping, Dormant Status and Off-Ramping

H.36.1 On-Ramping

The total number of Contractors may fluctuate due to any number of reasons including, but not limited to, competition levels on task orders, mergers & acquisitions; the Government's exercise of the off-ramp process; and BMO SB Contractors outgrowing their small business size status under their existing BMO SB Contract.

It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for task orders in each BMO SB Contract to meet the Government's mission requirements. Contractors are hereby notified that utilization of any on-ramping procedure below does not obligate the Government to perform any other on-ramping procedure. Furthermore, on-ramping procedures may be performed at any time.

H.36.2 Vertical Contract On-Ramping

The BMO SB acquisition vehicle is comprised of two separate contract vehicles with identical scopes. There is BMO SB Unrestricted acquisition vehicle and BMO SB acquisition vehicle that is a 100% Small Business Set Aside.

For those BMO SB Contractors who no longer certify as a small business, the BMO SB Contractor may elect to be considered to be placed on the corresponding BMO Unrestricted acquisition vehicle. In order to be eligible to do this, the recertification as a unrestricted business of the company must not have been achieved on the basis of a merger or acquisition; or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of BMO SB.
In order to obtain a Vertical Contract Ramp, the Contractor must:

1. Have outgrown their small business sized standard on the basis of natural growth, <u>not</u> on the basis of a merger, acquisition or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of BMO SB
2. Demonstrate successful performance under BMO SB
3. Submit a proposal in response to a solicitation materially identical to the original version of the BMO Unrestricted solicitation
4. Meet all of the evaluation criteria of the original BMO Unrestricted solicitation and,

5. Receive a proposal score equal to or higher than the lowest scoring Contractor within the Zone and service group being applied for.

The vertical Pool ramping solicitation will include the same evaluation factors/sub-factors as the original BMO Unrestricted solicitation. The terms and conditions of the resulting award will be materially identical to the existing version of BMO Unrestricted. The period of performance term will be coterminous with the existing term of all other BMO SB unrestricted Contractors.

Immediately upon vertical ramping to BMO Unrestricted, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor; however, the Contractor will be placed on Dormant Status under their BMO SB. The Contractor must continue performance on active task orders under their dormant BMO SB, including the exercise of options at the task order level at the discretion of the OCO, until all active task orders are closed-out.

The BMO SB CO may conduct a vertical pool on-ramp without conducting any other form of on-ramp.

H.36.3 Open Season On-Ramping

GSA will determine whether it would be in the Government's best interest to initiate an open season to add additional Contractors at any time, subject to the following conditions:

1. An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action;
2. An open season solicitation is issued under current Federal procurement law;
3. The solicitation identifies the total anticipated number of new contracts that GSA intends to award;
4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation;
5. The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
6. An Offeror's proposal must meet all of the Acceptability Evaluation Criteria of the original solicitation;
7. An Offeror's proposal must receive a proposal score equal to or higher than the lowest scoring Contractor within the Zone and service group being applied for;
8. The terms and conditions of any resulting awards are materially identical to the existing version of the BMO SB acquisition vehicle; and
9. The period of performance term for any new awards is coterminous with the existing term for all other Contractors.

Immediately upon on-ramping, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor.

H.36.4 Focused On-Ramping (SubGroup Creation)

GSA will determine whether it would be in the Government's best interest to initiate an open season to create a Sub-group within the established BMO vehicle. This may be done in response to client needs, competition levels, or other factors:

Implementation of this form of on-ramping would be subject to the following conditions.

1. An open season notice is published in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action
2. An open season solicitation is issued under current Federal procurement law
3. The solicitation identifies the total anticipated number of new contracts that GSA intends to award
4. Any Offeror already possessing a contract in the affected group will automatically be included in the newly formed Sub-group the Offeror can provide Qualification projects for the new Sub-group.
5. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation. This Sub-group would require Qualification projects associated with the NAICS Code/exception of the new Sub-Group.
6. The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation. The newly formed Sub-group will become a new MA-IDIQ contract in the BMO SB contracts.
7. An Offeror's proposal must meet all of the acceptability evaluation criteria of the original solicitation
8. The terms and conditions of any resulting awards are materially identical to the existing version of the BMO SB acquisition vehicle and,
9. The period of performance term for any new awards is coterminous with the existing term for all other Contractors

H.36.5 Dormant Status

GSA is responsible for ensuring performance and compliance with the terms of BMO SB and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. BMO SB must be reserved for high performing BMO SB Contractors.

Accordingly, if the BMO SB CO determines that any requirement of BMO SB is not being met a BMO SB Contractor may be placed into Dormant Status. If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations, in any zone, while the Contractor is in Dormant Status; however, Contractors placed in Dormant Status shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to the BMO SB contract only. Grounds for being placed in Dormant Status specifically include, but are not limited to,

trends or patterns of behavior associated with the failure to meet the deliverables and compliances specified under Section F.4.2 Compliances

Dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the BMO SB CO must first send a letter, in writing, to the Contractor regarding the poor performance or non-compliance issue. The Contractor shall have reasonable time, at the discretion of the BMO SB CO, to provide the BMO SB CO with a remediation plan to correct the deficiencies/issues. If the BMO SB CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the BMO SB CO is not satisfied with the response, or the remediation plan is not effective, the CO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The BMO SB CO final decision may be appealed to the BMO SB Ombudsman under Alternative Disputes Resolution (ADR), as defined in FAR Subpart 33.201 and GSAM 533.214. Using ADR does not waive the Contractor's right to appeal to the Agency Board of Contract Appeals or United States Court of Federal Claims.

H.36.6 Off-Ramping

GSA reserves the unilateral right to Off-Ramp non-performing Contractors at the discretion of the Contracting Officer.

Off-ramping methods may result from one of the following conditions:

1. Permitting the Contractor's BMO SB Contract term to expire instead of exercising Option I
2. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under BMO SB
3. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
4. Termination as defined in FAR Part 49
5. Contractors who fail to meet the standards of performance, deliverables, or compliances
6. Taking any other action which may be permitted under the BMO SB terms and conditions

(End of Section H)

PART II – Contract Clauses

Section I - Contract Clauses

INSTRUCTIONS:
Any clause or provision that requires completion (fill in the blank), whether provided in full text or incorporated by reference, shall be addressed by the vendor and submitted with their proposal.

Note: When the fill-in clause or provision is more appropriately completed at the task order level, complete the fill-in with "N/A."

I.1 Task Order Clauses

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), due to the various combinations for contract provisions/clauses that may be Optional under an individual task order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, BMO SB cannot predetermine all the contract provisions/clauses for future individual task orders. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all BMO SB task orders, based on their specific contract type, statement of work, and dollar value.

All Applicable and Required provisions/clauses that automatically flow down to task orders shall remain unchanged as of Federal Acquisition Circular (FAC) No. 2005-87-2, effective date April 6, 2016, throughout the entire period of performance under BMO SB. If a future Applicable or Required provision(s)/clause(s) are to the benefit of future task orders solicited under BMO SB, the future Applicable or Required provision/clause may be updated by FAC No. and effective date under a bi-lateral modification to BMO SB.

The OCO must only identify any Optional, and/or Agency-Specific provisions/clauses for each individual task order solicitation and subsequent award. The OCO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

I.2 BMO SB Clauses

The following clauses apply only to the BMO SB MA-IDIQ task order contract. The clauses and dates remain unchanged throughout the term of BMO SB unless changed through a bi-lateral modification to BMO SB.

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 address: http://acquisition.gov.

FAR Clause #	FAR Title	Date
52.202-1	Definitions	NOV 2013

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflict of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.210-1	Market Research	APR 2011
52.211-5	Materials Requirements	AUG 2000
52.212-4	Contract Terms and Conditions-Commercial Items OCO's can elect to use the following deviation: Paragraph C has been deviated by a class waiver to tailor FAR Clause 52.212-4 as follows: (c) *Changes*. (1) Changes in the terms and conditions of this contract *may* be made bilaterally by written agreement of the parties. (2) Changes within the general scope, terms and conditions of this contract may be made unilaterally by the Government in situations impacting safety or working conditions or when it is otherwise in the Government's best interest. (i) The Contractor must assert its right to an adjustment under a unilateral change within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract. (ii) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.	MAY 2015
52.212-4	Contract Terms and Conditions-Commercial Items (Alternate I)	DEC 2014
52.215-2	Audit and Records —Negotiation	OCT 2010
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data- Modifications	OCT 2010
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data- Modifications -Alternate IV	OCT 2010
52.215-23	Limitation on Pass-Through Charges	OCT 2009
52-215-23	Limitations on Pass-Through Charges Alternate I	OCT 2009
52.217-8	Option to Extend Services	NOV 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014

52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-29	Notification of Visa Denial	APR 2015
52-222-49	Service Contract Labor Standards-Place of Performance Unknown	MAY 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
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
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General	MAY 2014
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1	Disputes- Alternate I	DEC 1991
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
52.243-1	Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply And Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012

52.252-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991

Clauses incorporated by Reference:

GSAR Clause #	Title	Date
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	FEB 1996
552.216-74	Task-Order and Delivery-Order Ombudsman	JAN 2016
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.228-5	Government as Additional Insured	JAN 2016
552.232-1	Payments (DEVIATION FAR 52.232-1)	NOV 2009
552.232-23	Assignment of Claims	SEP 1999
552.232-25	Prompt Payment (DEVIATION FAR 52.232-25)	NOV 2009
552.237-73	Restriction on Disclosure of Information	JUN 2009

I.3 FAR and GSAR Clauses in Full Text

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_x_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_x_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

_x_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_x_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_x_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_x_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

_x_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
__ (10) [Reserved].
_x_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
__ (ii) Alternate I (Nov 2011) of 52.219-3.
__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (ii) Alternate I (JAN 2011) of 52.219-4.
__ (13) [Reserved]
_x_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__ (ii) Alternate I (Oct 1995) of 52.219-7.
__ (iii) Alternate II (Mar 2004) of 52.219-7.
_x_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
_x_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Oct 2001) of 52.219-9.
_x_ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (iv) Alternate III (Oct 2015) of 52.219-9.
_x_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
_x_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
_x_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
_x_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
_x_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
_x_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
_x_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
_x_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
_x_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
_x_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
_x_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
_x_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
_x_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
_x_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
_x_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_x_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_x_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_x_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

_x_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

_x_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

_x_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

_x_ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

_x_ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

__ (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_x_ (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_x_ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_x_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

_x_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

_x_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_x_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

_x_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to

the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

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 Date of Award through Contract expiration date.

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.
If mailed, a delivery order or task order is considered “issued” when the ordering activity 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)

52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II— FEB 2007)

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than micro-purchase threshold, the ordering activity 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—
Any order for a single item in excess of $27B;
Any order for a combination of items in excess of $27B; or
A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity 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 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 ordering activity may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)

This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 6 months provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years and six (6) months.

(End of clause)

52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern

may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ [insert name of SBA's contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage—Fringe Benefits

_____ _____

_____ _____

_____ _____

_____ _____

(End of clause)

52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)

(a) *"Hazardous material,"* as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material *(If none, insert "None")*	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
(ii) Obtain medical treatment for those affected by the material; and
(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

Alternate I (Jul 1995). If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:
(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (Jun 2016)
(a) Definition. As used in this clause–

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.
“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (http://www.epa.gov/snap/).
“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.
“Ozone-depleting substance,” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:
Warning
Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.
* The Contractor shall insert the name of the substance(s).
(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall–

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by–

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and After–

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap.

(End of clause)

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Jun 2016)

(a) Definitions. As used in this clause–
“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at (http://www.epa.gov/snap/).
“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.
(b) The Contractor shall comply with the applicable requirements of sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.
(c) Unless otherwise specified in the contract, the Contractor shall reduce the use, release, or emissions of high global warming potential hydrofluorocarbons under this contract by–

(1) Transitioning over time to the use of another acceptable alternative in lieu of high global warming potential hydrofluorocarbons in a particular end use for which EPA’s SNAP program has identified other acceptable alternatives that have lower global warming potential;
(2) Preventing and repairing refrigerant leaks through service and maintenance during contract Performance;
(3) Implementing recovery, recycling, and responsible disposal programs that avoid release or emissions during equipment service and as the equipment reaches the end of its useful life; and
(4) Using reclaimed hydrofluorocarbons, where feasible.

(d) For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, that will be maintained, serviced, repaired, or disposed under this contract, the Contractor shall–

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons added or taken out of equipment or appliances under this contract by–

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
(ii) Contract number;
(iii) Equipment/appliance; and

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and

After–

(i) No later than November 30 of each year during contract performance; and
(ii) At the end of contract performance.

(e) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at http://www.epa.gov/snap/.

(End of clause)

52.232-40 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

52.252-6 Authorized Deviations in Clauses (ARP 1984)

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

(b) The use in this solicitation or contract of any FAR and GSAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

552.216-75 Transactional Data Reporting. (Jun 2016)

(a) Definition. "Transactional data" encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.
(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
(iii) Non Federal Entity.
(iv) Description of Deliverable.
(v) Manufacturer Name.
(vi) Manufacturer Part Number.
(vii) Unit Measure (each, hour, case, lot).
(viii) Quantity of Item Sold.
(ix) Universal Product Code.
(x) Price Paid per Unit.
(xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM .

(3) The Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.
(5) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.
(6) Reporting Points.
(i) The acceptable points at which transactional data may be reported include–
(A) Issuance of an invoice; or
(B) Receipt of payment.
(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.
(7) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order issued against the contract.
(8) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.
(9) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.
(10) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.
(c) Contract Access Fee (CAF).
(1) GSA's operating costs are reimbursed through a CAF charged on orders placed against this contract. The CAF is paid by the ordering activity but remitted to GSA by the Contractor. GSA has the unilateral right to change the fee structure at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change.
(2) Within 60 calendar days of award or inclusion of this clause in the contract, a GSA representative will provide the Contractor with specific written procedural instructions on remitting the CAF, including the deadline by which the Contractor must remit the CAF. The deadline specified in the written procedural instructions will be no less than 30 calendar days after the last calendar day of the month. GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.
(3) The Contractor must remit the CAF to GSA in U.S. dollars.
(4) The Contractor's failure to remit the full amount of the CAF within the specified deadline constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required sales reports, falsifies them, or fails to timely pay the CAF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

(End of provision)

552.252-6 Authorized Deviations in Clauses (DEVIATION FAR 52.252-6)(SEP 1999)(a) *Deviations to FAR clauses*
This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.
(b) *Deviations to GSAR clauses*. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.
(c) *"Substantially the same as" clauses*. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

(End of Section I)

PART III – List of Documents, Exhibits, and Other Attachments

Section J - List of Attachments

(All attachments are provided as separate documents on the FBO website)

Attachment J.1 Standard Form 33 (SF33)

Attachment J.2 Proposal Checklist

Attachment J.3 Self-Scoring Worksheet

Attachment J.4 Standardized Labor Categories and Definitions

Attachment J.5 BMO Product Service Codes (PSCs)

Attachment J.6 Sustainable Product List

Attachment J.7 Pre-award Survey (SF 1408)

Attachment J.8 Past Performance Rating Survey

Attachment J.9 Price Template - Zone 2

Attachment J.9.1 Wage Determination - Boston

Attachment J.10 Price Template - Zone 3

Attachment J.10.1 Wage Determination - Atlanta

Attachment J.11 Price Template - Zone 4

Attachment J.11.1 Wage Determination - Houston

Attachment J.12 Price Template - Zone 5

Attachment J.12.1 Wage Determination - San Francisco

Attachment J.13 Price Template - Zone 6

Attachment J.13.1 Wage Determination - Chicago

Attachment J.14 Relevant Project Experience Template

Attachment J.15 Relevant Project Experience Template Matrix

Attachment J.16 Project Zone Coverage Template

Attachment J.17 Quality Assurance Surveillance Plan

Attachment J.18 GSA Form 527

Attachment J.19 Contractor Key Personnel Contact Information

Part IV - Representations and Certifications

Section K – Representations, Certifications and Other Statements of Offerors or Respondents

OFFEROR NAME: _____

OFFEROR DUNS: _____

INSTRUCTIONS:
The provision at 52.204-7, System for Award Management, is included in this solicitation. Complete the annual representations and certifications electronically via the SAM website accessed through https://www.SAM.gov prior to receiving an award. While, SAM registration must be completed prior to award, the BMO team strongly recommends offerors have an active registration in SAM prior to submission of a solicitation offer.

See Provision 52.212-3 listed under K.3 shown below. Complete and submit (via pdf) only paragraph (b) of Provision 52.212-3 if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, complete and submit (via pdf) only paragraphs (c) through (r) of Provision 52.212-3.

Complete and submit (via pdf) the fill-in Provisions **listed under K.3** of **52.209-5 Certification Regarding Responsibility Matters** and **52.209-7 Information Regarding Responsibility Matters**.

K.1 FAR Provisions Incorporated by Reference

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://acquisition.gov.

Provision #	FAR Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-17	Ownership or Control of Offeror	JUL 2016
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.223-1	Biobased Product Certification	MAY 2012
52.223-4	Recovered Material Certification	MAY 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or	OCT 2015

	Transactions Relating to Iran-Representation and Certifications	

K.2 FAR Clauses Incorporated by Reference

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 address: http://acquisition.gov.

FAR Clause #	FAR Title	Date
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014

K.3 FAR Provisions Provided in Full Text

52.209-5 Certification Regarding Responsibility Matters (OCT 2015)
(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are [ ]are not [ ]presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have [ ]have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are [ ]are not [ ]presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.
(1) Federal taxes are considered delinquent if both of the following criteria apply:
(i) ***The tax liability is finally determined***. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(ii) ***The taxpayer is delinquent in making payment***. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(2) ***Examples***.
(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS

determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
(ii) The Offeror has [ ]has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (***e.g.***, general manager; plant manager; head of a division or business segment; and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) ***Definitions***. As used in this provision—
"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (***e.g.***, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative 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 System for Award Management database via https://www.acquisition.gov(see 52.204-7).

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Items (MAR 2016)
The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) ***Definitions***. As used in this provision—
"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.
"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.
“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.
“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.
“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
"Sensitive technology"—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
"Service-disabled veteran-owned small business concern"—
(1) Means a small business concern—
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
"Subsidiary" means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
"Veteran-owned small business concern" means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or

more women; and whose management and daily business operations are controlled by one or more women.
"Women-owned small business concern" means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) ***Annual Representations and Certifications***. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.
(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[***Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.***
These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) ***Small business concern***. The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
(2) ***Veteran-owned small business concern***. [***Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision***.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
(3) ***Service-disabled veteran-owned small business concern***. [***Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision***.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
(4) ***Small disadvantaged business concern***. [***Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision***.] The offeror represents, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) ***Women-owned small business concern***. [***Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision***.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.
(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—
(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [***The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:*** _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
(8) ***Women-owned business concern (other than small business concern***). [***Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision***.] The offeror represents that it [ ] is a women-owned business concern.
(9) ***Tie bid priority for labor surplus area concerns***. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____
(10) ***HUBZone small business concern***. [***Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision***.] The offeror represents, as part of its offer, that—
(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small

business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(1) Previous contracts and compliance. The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) ***Affirmative Action Compliance***. The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) ***Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)***. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) ***Buy American Certificate***. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, ***i.e.***, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[***List as necessary***]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) ***Buy American—Free Trade Agreements—Israeli Trade Act Certificate***. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements–Israeli Trade Act.”

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[***List as necessary***]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, ***i.e.***, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[***List as necessary***]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) ***Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I***. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

_____

_____

_____

[***List as necessary***]

(3) ***Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II***. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[***List as necessary***]

(4) ***Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III***. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[***List as necessary***]

(5) ***Trade Agreements Certificate***. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[***List as necessary***]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) ***Certification Regarding Responsibility Matters (Executive Order 12689***). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) ***The tax liability is finally determined***. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) ***The taxpayer is delinquent in making payment***. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) ***Examples***.
(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) Certification Regarding Knowledge of Child Labor for ***Listed End Products (Executive Order 13126)***. [***The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b)***.]
(1) ***Listed end products***.

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____

(2) ***Certification***. [***If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block***.]
[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) ***Place of manufacture.*** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) [ ] Outside the United States.
(k) ***Certificates regarding exemptions from the application of the Service Contract Labor Standards***(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [***The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.***]
[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that—
(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
(3) If paragraph (k)(1) or (k)(2) of this clause applies—
(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
(l) ***Taxpayer Identification Number (TIN) (***26 U.S.C. 6109*, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) ***Taxpayer Identification Number (TIN)***.
[ ] TIN: _____.
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal Government.
(4) ***Type of organization***.
[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other _____.
(5) ***Common parent***.
[ ] Offeror is not owned or controlled by a common parent;
[ ] Name and TIN of common parent:
Name _____.
TIN _____.
(m) ***Restricted business operations in Sudan***. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) ***Representation***. By submission of its offer, the offeror represents that—
(i) It is not an inverted domestic corporation; and
(ii) It is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) ***Representation and Certifications***. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List athttp://www.treasury.gov/ofac/downloads/t11sdn.pdf).
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
(i) This solicitation includes a trade agreements certification (***e.g.***, 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.
(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.
(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code: _____.
Immediate owner legal name: _____.
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: _____.
Highest-level owner legal name: _____.
(Do not use a "doing business as" name)
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(2) The Offeror represents that—

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: _____ (or mark "Unknown")
Predecessor legal name: _____
(Do not use a "doing business as" name)
(End of provision)

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)
____ Black American.
____ Hispanic American.
____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
____ Individual/concern, other than one of the preceding.

(End of Section K)

Section L - Instructions, Conditions, and Notices to Offerors or Respondents

L.1 FAR and GSAR Provisions Incorporated by Reference

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 http://acquisition.gov/

FAR Provision #	FAR Title	Date
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.212-1	Instructions to Offerors- Commercial Items	OCT 2015
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offers-Competitive	JAN 2004
52.215-1	Instructions to Offerors-Competitive (Alternate I)	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data (Alternate IV)	OCT 2010
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	MAR 2015
52.237-1	Site Visit	APR 1984

52.252-2 Clauses Incorporated by Reference:

FAR Clause #	Title	Date
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016

Provisions Incorporated by Reference:

GSAR Provision #	Title	Date
552.215-70	Examination of Records by GSA	JUL 2016

Clauses Incorporated by Reference:

GSAR Clause #	Title	Date
552.237-71	Qualification of Employees	MAY 1989

L.2 FAR and GSAR Provisions in Full Text

The following FAR and GSAR provisions are applicable to this solicitation and are provided in full text.

52.216-1 Type of Contract (Apr 1984)
The Government contemplates award of 40 separate Multiple Award, Indefinite Quantity, Indefinite Delivery (MA-IDIQ) task order contracts resulting from this solicitation

(End of provision)

52.216-27 Single or Multiple Awards (OCT 1995)
The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

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:

General Services Administration
Federal Acquisition Service
BMO SB FSSI
Attn: Patrick Mazzei (Contracting Officer)
2300 Main St., 6th Floor
Kansas City, MO 64108

(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)

L3 Proposal Submission Instructions

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

Offerors are instructed to read the entire solicitation document, including all attachments in Section J, prior to submitting questions and/or preparing your offer. Omission of any information from the proposal submission requirements may result in rejection of the offer.

This solicitation will result in contracts for O&M and FSS services in each of five (5) independent geographic zones. Zones will be awarded to offerors by CLIN. Multiple awards may be made in each CLIN. Offerors may compete for and be awarded either a single zone or multiple zones; however, offerors shall submit a single (1) proposal identifying the zone or zones proposed. Offerors must be able to provide coverage to all locations within a proposed zone(s) to qualify for that zone(s).

CLIN	Zone Title	Geographic Areas of Coverage
Z2	Zone 2	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
Z3	Zone 3	Florida, Georgia, North Carolina, South Carolina
Z4	Zone 4	Oklahoma, Texas
Z5	Zone 5	California, Nevada
Z6	Zone 6	Illinois, Iowa, Kansas, Missouri, Nebraska

Offerors may propose for either the Operations and Maintenance (O&M) service grouping or the Facility Support Services (FSS) service grouping or they may propose for both in order to provide a more complete facilities maintenance solution. Those Offerors proposing both (O&M) and (FSS) service groupings shall propose the O&M service grouping and list the FSS services (i.e. Janitorial, Landscaping/Grounds Maintenance, Cemetery Maintenance, Pest Control, Waste Management and Recycling Services) as "Optional Services" under the O&M service grouping. When providing both O&M and FSS, all "Required Services" shall be provided.

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation. Offerors are prohibited from modifying, in any way, shape, or form, any documents, printed or electronic, associated with this solicitation and any amendment(s) thereto unless specifically authorized to do so. The electronic solicitation documents, as posted on http://www.fbo.gov, shall be the "official" documents for this solicitation. The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation.

All proposal information is subject to verification by the Government. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

L.4 Official Legal Bidding Entity

All the evaluation elements an Offeror is submitting a proposal for and taking credit for in accordance with Section M, Sections 1 through 4, must be in the Offeror's name as submitted in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award, with a corresponding CAGE Code and DUNS Number in the CCR and/or SAM.gov that matches the Offeror name on the SF 33, Block 15A. (See Section M.4.1)

L.5 Mergers, Acquisitions, Novations, and Change-of-Name Agreements

By the closing date of this solicitation, if a Contractor has acquired another company, the Contractor may claim credit for the relevant experience projects, past performance, systems and certifications of the acquired company, if applicable.

L.6 Inverted Domestic Corporations

Inverted Domestic Corporations are not eligible for award under this solicitation "Inverted Domestic Corporation", as defined in FAR 52.209-10, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in

the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

L.7 Proposal Due Date and Address Location

Proposals are due no later than Thursday, December 15, 2016 at 4:00 PM Central Standard Time (CDT).

Proposals must be mailed (no hand deliveries will be accepted) to:

General Services Administration
Federal Acquisition Service
BMO FSSI
Attn: Patrick Mazzei (Contracting Officer)
2300 Main St., 6th Floor
Kansas City, MO 64108

L.8 Solicitation Questions

The BMO CO is the sole point of contact for all questions under this solicitation. Offerors shall address all questions via email to the BMO CO at fssi.bmo@gsa.gov. Questions must be submitted in a Microsoft Excel file in the format shown below. The Offeror must include the company name and solicitation number in the subject line of the email. The question(s) must include the zone, solicitation page number, solicitation section number, solicitation section title and paragraph number that pertains to the Offeror's question(s). Please see Question Example below:

QUESTION SUBMITTAL FORMAT EXAMPLE:

Zone	Page Number	Section Number	Section Title	Paragraph Number	Question/Comment
2	106	L7	Proposal Due Date and Address Location	1	Can proposals be submitted prior to the due date?

Questions not submitted within a Microsoft Excel file in this format via fssi.bmo@gsa.gov will not be answered. Questions can be e-mailed any time after the solicitation is posted at http://www.fbo.gov; however, all questions must be received via e-mail at fssi.bmo@gsa.gov no later than **Friday, October 21, 2016 at 4:00 PM Central Daylight Time (CDT**).

Questions will be addressed in a response document posted as an attachment to the solicitation and will be posted on http://www.fbo.gov shortly following the due date of the solicitation questions. Questions posted after the closing of the RFP will only be answered at the discretion of the BMO CO.

Acknowledgement of receipt of questions will not be made. Please thoroughly review the entire solicitation, including all the attachments in Section J, prior to submitting questions.

L.9 Advertising of Award

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services

L.10 Proposal Instructions

Number of Copies:

The Offeror shall submit **nine (9)** copies in total of the proposal. **Six (6) of the copies shall be paper versions. Three (3) of the copies shall be electronic versions (DVD+R Disk).**

The paper and electronic copies should meet the requirements below:

Paper Copies
Offerors paper proposal shall meet the following requirements:

- Each paper proposal shall have a coversheet that must be labeled with the Solicitation Number and Company Name
- Each section and sub-section shall be separated and titled correctly in accordance Proposal Format Table (see section L.10.5)
- Sections 1-3 shall not contain any price information
- Each section must be fastened or bound together
- Proposals shall be submitted typed on non-reduced 8-1/2" x 11" pages using font size 12 with 1" margins on all four sides.
- Any forms and charts shall be clearly labeled and referenced and are not subject to the font size limitation.
- All pages shall include page numbers sequential to each applicable section

Electronic Copies
Offerors electronic copies shall meet the following requirements:

- Electronic copies shall be provided via a DVD+R Disk.
- The DVD+R Disk shall be labeled with the Solicitation Number and Company Name
- Offerors shall include proposal documents in the four (4) different sections in separate electronic folders onto a DVD+R Disk.
- Each section and sub-section shall be separated and titled correctly in accordance Proposal Format Table (see section L.10.5). Nothing may be included on the DVD+R Disk except the proposal files in accordance with the instructions in sections and subsection of M.4 through M.6
- Sections 1-3 shall not contain any price information
- Proposals shall be submitted typed on non-reduced 8-1/2" x 11" pages using font size 12 with 1" margins on all four sides.

- Any forms and charts shall be clearly labeled and referenced and are not subject to the font size limitation.
- All pages shall include page numbers sequential to each applicable section
- It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening

Submittal
Offerors must submit both paper and electronic versions and the required number of copies to the CO no later than the proposal due date and time of the RFP. All proposals shall be mailed (hand deliveries will not be accepted) to the following address:

General Services Administration
Federal Acquisition Service
BMO SB FSSI
Attn: Patrick Mazzei (Contracting Officer)
2300 Main St., 6th Floor
Kansas City, MO 64108

Offerors must adhere to the Section Numbers, Format and/or Templates, File Naming Methodology, and Page Limitations (if any) provided in the Proposal Format Table below. Offerors shall include their company name or company name abbreviation and Volume Number in the filename. For example, XYZ Incorporated's filename for Section 1, SF-33 is XYZ.SEC1.SF33.pdf. If page limitations are exceeded where expressed, the excess pages will be not be evaluated.

All proposal documents shall be in Adobe (.pdf) format except for the Self-Scoring Worksheet in Section J and Price Template in Section J. The Self-Scoring Worksheet and Price Template shall be in Microsoft Office Excel format.

The Offeror's proposal shall be formatted into four (4) separate sections (can be in the same binder/DVD+R Disk) by Section Number and Title as follows:

L.10.1 Section 1- General Information

The General Information section consists of the following sub-sections:
- Offeror's SF33
- Proposal Checklist
- Self-Scoring Worksheet
- Contractor Teaming Agreement Commitment Letters (if applicable)
- Joint Venture/Partnership (if applicable)

L.10.2 Section 2- Responsibility

The Responsibility section consists of the following sub–sections:

- SAM Record (to include EPLS)
- Reps and Certifications
- Financial information GSA Form 527
- Pre-Award Survey SF 1408

L.10.3 Section 3- Technical Experience

The Technical Experience section consists of the following sub-sections:

- Relevant Project Experience
- Project Zone Coverage
- Staffing Plan
- Professional Compensation Plan
- Uncompensated Overtime Policy
- Sustainability Plan
- Quality Control Plan
- Past Performance

L.10.4 Section 4- Price

The Price Section consists of the following sub-sections:

- Price Template

L.10.5 Proposal Format Table

Section #	Sub-Section #	Title #	Format or Template	Page Limitation	Example File Name
1	M.4.1.1	Standard Form 33	Section J, SF33	Limited to the SF33 only	XYZ.SEC1.SF33.pdf
	M.4.1.2	Proposal Checklist	Section J, Proposal Checklist	Limited to the template. No page limitations	XYZ.SEC1.PC.pdf
	M.4.1.3	Self-Scoring Worksheet	Section J, Self-Scoring Worksheet	Limited to the template. No page limitations	XYZ.SEC1.SSW.xlsx Or XYZ.SEC1.SSW.xls
	M.4.1.4	Contract Teaming Agreement Commitment Letters (CTACL), if applicable	Pages should be 8.5 x 11 inches; font type and size (12) point Arial; Margins of 1 inch	1 Page per CTACL. Each CTACL must be separate and distinct	XYZ.SEC1.CTACL1.pdf XYZ.SEC1.CTACL2.pdf XYZ.SEC1.CTACL3.pdf
	M.4.1.5	Joint Venture or Partnership, if applicable	Pages should be 8.5 x 11 inches; font type and size (12) point Arial; Margins of 1 inch	No page limitations	XYZ.SEC1.EJVP1.pdf XYZ.SEC1.EJVP2.pdf XYZ.SEC1.EJVP3.pdf
	M.4.1.6	Contractor Key Personnel Contact Information	Attachment J.19 - Contractor Key Personnel Contact Information	Limited to the template.	XYZ.SEC1.PERSONNELCONTACTINFO.pdf

2	M.4.2.1	System for Award Management (SAM)	Pages should be a pdf copy of SAM record	No page limitations	XYZ.SEC2.SAM.pdf
	M.4.2.3	Representations and Certifications	Complete Provision 52.212-3 in Section K.3 as directed	Limited to Section K.3. No page limitations	XYZ.SEC2.REPS&CERTS.pdf
	M.4.2.4	Financial Information	GSA Form 527	Limited to the GSA Form 527 only	XYZ.SEC2.527.pdf
	M.4.2.5	Pre-Award Survey	SF1408	Limited to the SF1408 only	XYZ.SEC2.1408.pdf
	I.3	Fill-in Clauses and Provisions	Clause or Provision Format	Limited to the clause and/or provision information	XYX.SEC2.CLAUSEPROV.pdf
3	M.4.3.2	Relevant Project Experience Template and Relevant Project Experience Template Matrix	Section J, Relevant Project Experience Template and Relevant Project Experience Template Matrix	Limited to the template and word restrictions referenced in the template. For additional supporting documentation as described in Instruction #6 of Attachment J.14 there are no page limitations.	XYZ.SEC3.RPE1.pdf XYZ.SEC3.RPE2.pdf XYZ.SEC3.RPE3.pdf Etc. XYZ.SEC3.RPEmatrix.pdf
	M.4.4	Project Zone Coverage	Section J, Project zone Coverage Template	Limited to the template and word restrictions referenced in the template. No page limitations	XYZ.SEC3.PZC.pdf
	M.4.5	Staffing Plan	Pages should be 8.5 x 11 inches; font type and size (12) point Arial; Margins of 1 inch	No page limitations, resumes must not exceed 2 pages	XYZ.SEC3.SP.pdf
	M.4.6	Professional Compensation Plan	Pages should be 8.5 x 11 inches; font type and size (12) point Arial; Margins of 1 inch	No page limitations	XYZ.SEC3.PCP.pdf
	M.4.7	Uncompensated Overtime Policy	Pages should be 8.5 x 11 inches; font type and size (12) point Arial; Margins of 1 inch	No page limitations	XYZ.SEC3.UOP.pdf

	M.4.8	Quality Control Plan	Pages should be 8.5 x 11 inches; font type and size (12) point Arial; Margins of 1 inch	No page limitations	XYZ.SEC3.QCP.pdf
	M.4.9	Sustainability Plan	Pages should be 8.5 x 11 inches; font type and size (12) point Arial; Margins of 1 inch	Plan shall not exceed 5 pages.	XYZ.SEC3.SUSP.pdf
	M.4.10	Past Performance	Section J, Past Performance Template	Limited to template. No page limitations	XYZ.SEC3.PPS1.pdf XYZ.SEC3.PPS2.pdf XYZ.SEC3.PPS3.pdf
4	M.6	Price	Section J, Pricing Template	Limited to the template. No page limitations	XYX.SEC4.PRICEZ2.xlsx or (.xls) XYX.SEC4.PRICEZ3.xlsx or (.xls) XYX.SEC4.PRICEZ4.xlsx or (.xls) XYX.SEC4.PRICEZ5.xlsx or (.xls) XYX.SEC4.PRICEZ6.xlsx or (.xls)

L.10.6 In the Event of Emergency

If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(End of Section L)

Section M - Evaluation Factors for Award

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB1998)
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://acquisition.gov.

Provision #	FAR Title	Date
52.217-5	Evaluation of Options	JUL 1990

M.1 Basis for Awards

The source selection process on BMO SB will neither be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoffs. Within the best value continuum, FAR 15.101 defines best value as using any one or a combination of source selection approaches. For BMO SB, the best value basis for awards will be determined by the Highest Technically Rated Offerors with a Fair and Reasonable Price. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

The Highest Technically Rated, Fair and Reasonable Price approach will best achieve the objective of awarding contracts to Offerors of varying technical expertise in a variety of non- professional and professional services with qualities that are most important to GSA and our customers, such as Relevant Project Experience, Sustainability Plan, Quality Control Plan, and Past Performance.

BMO consists of two Service Groups; (O&M and FSS). Multiple awards may be made in each of the two Service Groups. Services available under this BMO solicitation will cover the five (5) independent geographic zones identified below. Zones will be awarded to offerors by CLIN. Multiple awards may be made in each CLIN with the anticipated number of awards for each zone being as follows:

CLIN	Zone	Total Anticipated # of Awards	Anticipated O&M Awards	Anticipated FSS Awards
Z2	Zone 2	18	16	2
Z3	Zone 3	24	20	4
Z4	Zone 4	24	17	7
Z5	Zone 5	21	18	3
Z6	Zone 6	18	15	3

The above are anticipated number of awards only and the actual number of awards may change. In the event of a tie for the final award position within each zone, all Offerors tied will receive an award in the

respective service group. The Government reserves the right to make no awards in a zone, depending on results of the evaluation of offers received.

Offerors may compete for and be awarded either a single zone or multiple zones and one or both service groups; however, offerors shall submit a single (1) proposal identifying the zone(s) and service group(s) proposed. Offerors must be able to provide coverage to all locations within a proposed zone to qualify for that zone. The Government intends to strictly enforce all of the proposal submission requirements outlined and identified in this section. Failure to comply with these requirements will result in an Offeror's proposal being rejected as being non-conforming to solicitation requirements.

The Government intends to evaluate proposals and make contract awards without discussions. Therefore, the offeror's initial proposals should contain the offeror's best terms from a cost or price and technical standpoint. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

M.2 Screening and Evaluation Process

The BMO SB source selection team will perform a three-phase evaluation process for all offers received. During each phase, offers may be eliminated from further award consideration.

1. The first phase is the Acceptability Review (see Section M.3) where all proposals will be reviewed to verify that all proposal material has been submitted in accordance with Attachment J.2, Proposal Checklist. Offerors who do not submit all proposal material as directed in the Proposal Checklist will be eliminated from further consideration for award and notified, in writing, as soon as practicable. Discrepancies in the proposal material may be treated as clarifications.

2. The second phase is the Criteria Evaluation where all proposal material and supporting documentation will be evaluated and verified against the evaluation element in Section M.4. The offeror's Self Scoring Worksheet (Attachment J.3) will be reviewed for accuracy and the offeror's self-assigned point value will be substantiated against the submitted proposal materials. Scoring will be assessed in accordance with the Scoring Table in Section M.5. In the event that an evaluation element claimed is unsubstantiated or otherwise not given credit for, the Offeror's preliminary score shall be increased or decreased accordingly. Discrepancies in the proposal material may be treated as clarifications. Following completion of the scoring process, the BMO SB evaluation team will sort offers from highest score to lowest score for each Service Group and Zone.

3. The third phase is the Price analysis where all proposals will be evaluated for fair and reasonable pricing (see Section M.6). In the event that an offeror has not provided fair and reasonable pricing, the offeror shall be eliminated from further consideration for award, unless discussions are conducted, at which time the offeror would have an opportunity to revise their proposal and offer fair and reasonable pricing.

Once the top rated apparent successful Offerors are identified for each CLIN and Service Group that represent the highest technically rated offers (based on scores) with a fair and reasonable prices evaluations will cease and contract awards will be issued.

In the event the evaluation team discovers misleading, falsified, and/or fraudulent proposal information or support, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

M.3 Acceptability Review

The Acceptability Review involves the process of pre-screening documents to ensure that all documents have been provided as required in Sections 1 through 4 of the solicitation.

Offerors that initially pass all the criteria in the Acceptability Review will be further evaluated in accordance with Section M.2 Screening and Evaluation Process, including the evaluation for fair and reasonable pricing in accordance section M.4 Pricing.

Offerors who fail any of the criteria listed in the Acceptability Review will be removed from consideration for award and notified, in writing, as soon as practicable.

M.4 Evaluation Criteria
M.4.1 Section 1 – General Information

The Offeror's SF33, Self-Scoring Worksheet, Contractor Teaming Agreement Commitment Letters (if applicable), and Joint Venture/Partnership (if applicable), will be evaluated on a pass/fail basis regarding whether the requested proposal submission information meets the criteria for the information requested and is current, accurate, and complete.

To be eligible for award, the Offeror must adhere to the directions and submit the following:

M.4.1.1 Standard Form 33 (SF33)

"Offeror" means the official legal bidding entity identified in Block 15A on the Standard Form 33, Solicitation, Offer and Award, with a corresponding CAGE Code and DUNS Number in the CCR and/or sam.gov that matches the Offeror name on the SF33.

Using the SF33 form, Solicitation, Offer and Award, posted as page 1 (Attachment J.1) of the solicitation in http://www.fbo.gov, the Offeror shall fill out blocks 12 through blocks 18 accordingly.

The Government requires a minimum acceptance period of not less than 180 calendar days. The Offeror shall complete Block 12 of each SF33 submitted with full cognizance of the minimum acceptance period of 180 calendar days. "Acceptance Period" means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of your offer. Your offer may only specify a longer acceptance period than the Government's minimum requirement.

If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF33.

The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in the System for Award Management (SAM) at http://www.sam.gov, including the corresponding Commercial and Government Agency (CAGE) Code Number and Data Universal Numbering Systems (DUNS) Number (Note: the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary).

The Name, Title, Signature and Date identified in Block 16, 17, 18, must be an authorized representative with authority to commit the Offeror to contractual obligations.

M.4.1.2 Proposal Checklist

The Offeror shall complete answers to all the questions in Attachment J.2 "Proposal Checklist". No other format or additional proposal documentation will be considered.

M.4.1.3 Self-Scoring Worksheet

The Offeror shall complete and submit Attachment J.3, "Self-Scoring Worksheet". No other format or additional proposal documentation will be considered.

M.4.1.4 Contract Teaming Agreement Commitment Letters (CTACL), if applicable

If an Offeror wishes to be credited for capabilities and past performance of a Teaming Partner or Subcontractor (i.e., a firm that is NOT the prime contractor or part of the JV) a Contract Teaming Agreement Commitment Letter (CTACL) signed by the Teaming Partner and the prime contractor or JV shall be submitted. The CTACL shall be submitted even if the firm is in some way related to the prime contractor or JV (for example, the Teaming Partner is a subsidiary of the prime contractor or JV, or a subsidiary of a firm to which the prime contractor or JV is also a subsidiary). The Offeror may utilize relevant experience from a Teaming Partner, Subcontractor, Parent Company, Affiliate, Division, and/or Subsidiary to take credit for any evaluation element including relevant project experience so long as a CTACL signed by the Teaming Partner, Subcontractor, Parent Company, Affiliate, Division, and/or Subsidiary and the prime contractor or JV is submitted. Relevant experience performed by the Teaming Partner, Subcontractor, Parent Company, Affiliate, Division, and/or Subsidiary and utilized by the BMO Offeror to qualify for an award must have been performed in a "Prime" Contractor capacity. If a CTACL is not submitted, credit for any evaluation element will not be considered.

"Affiliates" are business concerns that are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

"Division" is a separate business unit of a company representing a specific business function.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned directly by a parent corporation; or through another subsidiary of a parent corporation.

When an Offeror is utilizing resources from a Parent Company, Affiliate, Division, and/or Subsidiary by way of Teaming Agreement, only one Offer (e.g., proposal) from that Corporate Structure shall be submitted.

For each Teaming Agreement established to qualify for a particular BMO service category, the Offeror must provide a CTACL that includes the following:

- A clear and specific statement identifying the Service Category(ies) that apply to the Teaming Agreement.
- Clear and legal identification of all parties participating in the Teaming Agreement to include name, address, telephone number, and primary points of contact.
- A statement of commitment as to the performance and utilization of the identified Teaming Partner’s resources on BMO task orders.
- Signatures of both the Offeror and each participating Teaming Partner of the Teaming Agreement.
- A statement that addresses the circumstances and procedures for replacement of Teaming Partners. The Teaming Agreement must also state that the prime contractor or JV shall notify the BMO CO via email prior to adding, replacing or removing any Teaming Partners. If new Teaming Partners are added, new Teaming Agreement(s) must be submitted to the BMO CO.

M.4.1.5 Joint Venture or Partnership, if applicable

A joint venture is defined as an association of individuals or businesses that engage in and carry out a specific or limited-purpose business venture for joint profit for a defined period of time. These individuals or businesses combine their efforts, property, money, skills, and knowledge, usually in support of a single government contract. The joint venture is set up for the sole purpose of pooling resources to successfully and cost effectively support the mission of a government agency.

Unlike a contract Teaming Agreement as described in paragraph M.4.1.4 which is recognized as a Teaming Partner by the Government, a joint venture is set up as a separate legal entity with a separate federal identification number and a separate SAM user account.

An Offeror that is part of a Joint Venture (JV) must submit a legally binding JV agreement. The Government will not evaluate the capability of any Offerors that are not included in the JV agreement, except as described herein paragraph M.4.1.4. Teaming Agreements. JVs must include a copy of the legal JV agreement signed by an authorized officer from each of the firms comprising the JV, with the chief executive of each entity identified.

If submitting a proposal as a JV, each JV Partner may submit information for each evaluation element. The technical attributes for each JV Partner will be considered the attributes of the JV Entity.

Joint Ventures or Partnerships may submit a proposal under this solicitation subject to the following conditions:

The Joint Venture or Partnership is registered in the Central Contractor Registration (CCR) and/or sam.gov and has a corresponding DUNS Number,

The Joint Venture or Partnership meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i)), and

The Joint Venture or Partnership fills out and submits the Representations and Certifications in Section K.

The Joint Venture or Partnership, not the individual team members, must represent all proposal submission documents required under Section L.5, including all Relevant Experience, Past Performance, Systems, Certifications, and Clearances, as applicable, under this solicitation.

The Offeror must submit a complete copy of the Joint Venture or Partnership agreement, disclosing the legal identity of each team member of the Joint Venture or Partnership, the relationship between the team members, the form of ownership of each team member, any limitations on liability or authority for each team member, and a specific statement of what resources each team member provides the teaming agreement.

In addition, the Joint Venture or Partnership must:

- Clearly identify the entities which make up the Joint Venture or Partnership relationship, including disclosure of the primary point of contact for each of the members of the team,
- Disclose whether or not the Joint Venture or Partnership designates a particular entity as the "team lead," and if so, the Joint Venture or Partnership must clearly explain the specific duties/responsibilities of the "team lead" to the other members of the team and to the Government,
- Describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under BMO SB and meeting the performance standards in Section F.4-Performance Standards,
- Address the circumstances and procedures for replacement of team members, including the team lead, and whether or not the approval of the Government is required prior to replacing any team members,
- Address the duration of the Joint Venture or Partnership, including when it became effective, when it expires, and the basis for termination.

M.4.1.6 Contractor Key Personnel Contact Information

The Offeror shall complete and submit Attachment J.19, "Contractor Key Personal Contact Information". No other format or additional proposal documentation will be considered.

M.4.2 Section 2 – Responsibility

The overall responsibility determination will be evaluated on a pass/fail basis. In accordance with FAR Part 9, Offerors that are not deemed responsible will not be considered for award. A satisfactory record of integrity and business ethics will be required.

In making the overall determination of responsibility, information in the System for Award Management (SAM) to include the Excluded Parties List System (EPLS); the Federal Awardee Performance and Integrity Information System (FAPIIS); representations and certifications provided in Section K to include FAR 52.209-5 and 52.212-3; the Offeror's qualification and financial information, as provided on GSA Form 527; the Pre-Award Survey SF 1408; and other pertinent data will be considered.

To be eligible for award, the Offeror must follow the directions and submit the following information under Responsibility.

M.4.2.1 SAM (System for Award Management)

Offerors shall have an active registration in SAM prior to any awards being made; however, BMO strongly recommends offerors have an active registration in SAM prior to submission of a solicitation offer. The Offeror must maintain an active registration with annual updates. The offeror must not be listed on the Excluded Parties List System (EPLS).

The Offeror shall submit a current copy of their SAM registration to include EPLS information.

M.4.2.2 Federal Award Performance and Integrity Information System (FAPIIS)

In making the determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS) will be considered.

M.4.2.3 Representations and Certifications (Reps and Certs)

The Offeror shall complete and submit all Representations and Certifications in accordance with the instructions in Section K.

M.4.2.4 Financial Information

To be determined responsible, a prospective Contractor must have adequate financial resources to perform the contract, or the ability to obtain them.

The Offeror shall complete and submit a GSA Form 527, Contractor's Qualification and Financial Information. A fillable form can be found in the GSA Forms Library at www.gsa.gov/forms.

The Offeror must only fill in Section I – General Information, Section II Government Financial Aid and Indebtedness, Section III, Financial Statements, Section IV Income Statement, Section V Banking and Finance Company Information, Section VII Construction/Service Contracts and Section VIII Remarks (if remarks are necessary). The Offeror shall leave blank Section VI Principal Merchandise/Raw Material Supplier Information.

M.4.2.5 Pre-Award Survey for the prospective contractor SF 1408

The Offeror's Accounting System must be determined either acceptable or acceptable with a recommendation that a follow on audit be performed after the BMO MA-IDIQ contract awards. "Acceptable accounting system" is defined in Section H.9.

The Offeror shall answer questions, using the template provided in Section J Attachment titled, "Pre-Award Survey (SF 1408)". No other format or additional proposal documentation will be considered. There are no page limitations to the template or attached audit reports.

The template must be signed by the individual responsible for the design of the Offeror's Accounting System.

If an Offeror's Accounting System has been audited by the Defense Contract Audit Agency (DCAA), CPA/Consultant, or other Cognizant Federal Agency other than DCAA, the Offeror must attach their most current audit of their Accounting System to the Pre-Award Survey (SF 1408) template. For further information, please review Defense Contract Audit Agency (DCAA) Manual No. 7641.90, Information for Contractors, dated June 26, 2012, located at http://www.dcaa.mil/DCAAM 7641.90.pdf.

M.4.3 Section 3 – Technical Proposal

M.4.3.1 General Information

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Sections M.4-Evaluation Criteria (all sections).

The Technical Proposal shall consist of a written narrative with supporting data (if applicable) that addresses the technical performance requirements defined in the Section C of the solicitation. The Technical Proposal section shall be clear, concise, and include sufficient detail for effective evaluation and substantiating the validity of stated claims. The proposal should not simply restate or rephrase the Government's requirement, but rather shall provide a detailed, convincing rationale addressing how the offeror intends to meet these requirements. BMO is comprised of two separate service groups; Operations and Maintenance (O&M) and Facility Support Services (FSS). Offerors may provide proposals for one or both service groups. If an offeror is proposing both service groups the offeror shall submit one proposal under O&M, including the FSS as optional services; however all required O&M and required FSS services would need to be proposed. Optional services are not required to obtain a BMO contract, however additional evaluation credit will be given to offerors proposing optional services.

For “Subcontractor” performance occurring under a “Prime” Contractor, GSA will not allow an Offeror to take credit for any evaluation element (including relevant experience projects, systems, or certifications) where the Offeror performed that work as a “Subcontractor” in accordance with the following definition.

Definition: “Prime” Contractor means the Contractor has privity-of-contract with the Government or Private Sector for all contractual obligations under a mutually binding legal relationship with the Government/Private Sector. In other words, when the Government awards a Contract to a Contractor, the Contractor is considered the “Prime” Contractor. For example, “Prime” Contractors are identified as such on the cover page of contracts or task orders such as:

Standard Form (SF) 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime)
SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor)
SF 33 – Solicitation, Offer, and Award – (Block 15A identifies the Prime Contractor)
Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor)
Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor) GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor)

Definition: When a Prime Contractor awards a contract to a Contractor, the Contractor is considered a “Subcontractor”.

Any evaluation element under Section M.4 (All Sections), for which an Offeror was identified as a “Subcontractor” will be rejected unless offers are submitted in accordance with Section M.4.1.4 *Contract Teaming Agreement Commitment Letter (CATCL)* and/or Section M.4.1.5 *Joint Venture and Partnership*.

To be eligible for award, the Offeror must adhere to the directions and submit the following information under **Section 3-Technical Proposal. The technical proposal consists of the following elements:**

- Relevant Project Experience
- Project Locations
- Staffing Plan
- Professional Compensation Plan
- Uncompensated Overtime Policy
- Sustainability Plan
- Quality Control Plan
- Past Performance

M.4.3.2 Relevant Project Experience

The offeror shall submit at least **three (3)** different projects **for each Service Category proposed** (required and optional) that are similar in scope and complexity to the Service Category proposed. The offeror can submit projects covering multiple Service Categories, if applicable. The Relevant Project Experience Template, Attachment J.14, and Relevant Project Experience Template Matrix, Attachment J.15, shall be used to submit relevant projects. Projects that are not submitted in this format will not be

considered. Each Service Category proposed (required and optional) must have, at minimum, three (3) different relevant projects in total. All projects must clearly demonstrate the performance of a variety of Service Category tasks as detailed in Section C. Relevant experience is tied solely to the Relevant Project Experience Templates submitted.

M.4.3.2.1 Pass/Fail Requirements for Relevant Project Experience

To be eligible for award, the Offeror must satisfy the pass/fail requirements identified below:

A Relevant Experience "project" is defined as a single contract; or, a single task order placed under a master Single Award or Multiple Award Indefinite Delivery, Indefinite Quantity (IDIQ) task order contract (FAR 16.501-1); or a single task order placed under a Federal Supply Schedule (FAR 8.405-2), or, a single task order placed under a master Single Award or Multiple Award Blanket Purchase Agreement (BPA)(FAR 8.405-3 or FAR 13.303).

Using the Relevant Project Experience Template and Relevant Project Experience Template Matrix the offeror shall submit at least **three (3)** projects **for each Service Category proposed from Section C** (required and optional) that are similar in scope and complexity to the Service Category proposed (e.g. HVAC, Electrical Maintenance, Janitorial Services, etc). Additional instructions for meeting the Relevant Experience requirements are found in Relevant Project Experience Template. No other format will be considered. The projects must meet the following minimum conditions:

NOTE: As instructed in the template, the Offeror must substantiate all the information by providing enough evidence within a contract or task order document or other verifiable contractual documents to support each answer.

1. Involve the performance and integration of a combination of tasks offered per service category for all the required services and optional services (if applicable) for each service group (O&M and FSS). The BMO Service Groups are described in Section C.

2. Each project must have been completed within the past Five (5) years prior to the solicitation closing date; or, be ongoing with at least One (1) year of performance completed prior to the solicitation closing date. All projects must have a period of performance of at least One (1) year or greater.

3. Each project may be any combination of U.S. Federal Government, U.S. State Government, and Non-Government/Commercial.

4. Each project type shall be performed within the following locations:
   - U.S. Federal Government - Contiguous U.S., Alaska, Hawaii, or U.S. Territories/Possessions
   - U.S. State Government - Contiguous U.S., Alaska, or Hawaii
   - Non-Government/Commercial - Contiguous U.S., Alaska, or Hawaii

   Note: Contiguous United States includes the District of Columbia

5. Per the Relevant Project Experience Template, complete Blocks A - Z of the Relevant Project Experience Template as instructed. Note that Block W, each Service Category section should have a **unique** narrative specific to only that particular project and Service Category.

6. Per the Relevant Project Experience Template Matrix, complete the Table located on Page 2 of the Relevant Project Experience Template Matrix as instructed.

M.4.3.2.2 Additional Evaluation Criteria Points for Relevant Project Experience

For each of the three (3) projects submitted for the relevant project experience in accordance with Section M.4.3.2, Relevant Project Experience, the offer will be rated more favorably by receiving additional evaluation criteria points for the criteria identified in Sections M.4.3.2.3 through M.4.3.2.8. (See M.5 – Scoring Table)

M.4.3.2.3 Additional Evaluation Criteria Points for Relevant Project Experience for U.S. Federal Government Customer

For **each** relevant experience project submitted, the Offeror will receive additional evaluation points if the project was for a U.S. Federal Government customer.

M.4.3.2.4 Additional Evaluation Criteria for Socio-Economic Status Certification

For each socio-economic status identified below, the Offeror will receive additional evaluation points if the company is certified in any of socio-economic statuses.

8a Small Business
HUBZone Small Business
Small Disadvantaged Business
Women-Owned Small Business
Veteran-Owned Small Business
Service-Disabled Veteran-Owned Small Business

NOTE: VOSB and SDVOSB businesses should consider registration in the Department of Veteran Affairs (VA) Vendor Information Pages (VIP) database.

M.4.3.2.5 Additional Evaluation Criteria Points for Relevant Project Experience for Optional Services

For **each** relevant project experience submitted that is for an Optional Service Category (defined in Section C) the Offeror will receive additional evaluation points.

M.4.3.2.6 Additional Evaluation Criteria Points for Relevant Project Experience with Extended Contract Duration

For **each** relevant project experience submitted that has a contract term of at least three (3) years, the Offeror will receive additional evaluation points.

M.4.3.2.7 Additional Evaluation Criteria Points for Relevant Project Experience for Large Square Footage Projects

For **each** relevant project experience submitted that has serviced a space over 20,000 square feet (sq ft), the Offeror will receive additional evaluation points.

M.4.3.2.8 Additional Evaluation Criteria Points Relevant Project Experience with Innovative Approaches to Savings

For **each** relevant project experience submitted that has successfully demonstrated innovative approaches to achieve savings the Offeror will receive additional evaluation points. Innovative approaches should clearly state and identify the initial customer request, the contractor's proposal of the innovative approach, the total amount of savings achieved (can be stated in dollars or percentage) and the overall end results of the approach.

M.4.4 Project Zone Coverage

Five separate geographic areas of coverage are available for offerors to propose. These areas of coverage are as follows:

CLIN	Zone	Geographic Areas of Coverage
Z2	Zone 2	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
Z3	Zone 3	Florida, Georgia, North Carolina, South Carolina
Z4	Zone 4	Oklahoma, Texas
Z5	Zone 5	California, Nevada
Z6	Zone 6	Illinois, Iowa, Kansas, Missouri, Nebraska

Zones will be awarded to offerors by CLIN. Multiple awards may be made in each CLIN. Offerors must identify capability of providing service coverage to all locations within in each Zone proposed. The offeror must submit zone coverage information on Attachment J.16, "Project Zone Coverage Template".

M.4.4.1 Pass/Fail Requirements for Project Zone Coverage

To be eligible for award, the Offeror must meet the minimum pass/fail requirements identified below:

The offeror shall submit a capabilities statement identifying the following:

1. Contractor's overall capability of providing service coverage to all states in each of the zones submitted.

2. For each zone included in the offeror's submission, identify the states the contractor has previously or currently provide BMO services.

3. If the contractor has never provided coverage in any of the states included in the submitted proposal, a written narrative identifying the contractor's capability to provide coverage to those states is required.

The above information shall be completed utilizing the Project Zone Coverage Template provided in Section J.

M.4.5 Staffing Plan

The staffing plan should identify how the Contractor intends to accomplish the requirements of the contract using in-house and sub-contracted resources. The staffing plan should include:

- Key positions, their titles, and responsibilities (Note: Key positions include all managers, project managers and supervisors that are critical to successfully perform the requirements of the contract. Key position can also include other roles that the company considers key positions).
- Minimum qualifications for each key position identified.
- Resumes and references for individuals who will serve in key positions (if available) (Note: The resumes for the key positions shall identify their roles and responsibilities, qualifications over the last 5 years, degrees and professional certifications. Resumes should not exceed two (2) pages).
- General description of the overall level of staffing that will be provided to successfully meet the requirements of the statement of work. General approach to accomplishing work given the geographic dispersion of facilities.
- Description of how the contractor plans to recruit and retain personnel, particularly key personnel.
- Overall approach, priorities, and the work to be accomplished during the transition phase.
- Overall approach to using sub-contracted resources.

After award, the contractor shall be obligated to adhere to the proposed minimum qualifications for each key position. No changes to specific personnel proposed for key positions may be made without the Government's consent.

M.4.5.1 Pass/Fail Requirements for Staffing Plan

The Offeror must submit a detailed staffing plan as it relates to the requirement. The submission of a staffing plan is a pass/fail requirement.

M.4.6 Professional Compensation Plan

The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

Task orders under this contract may be subject to FAR 52.222-46, Evaluation of Compensation for Professional Employees.

For the BMO SB MA-IDIQ, the Offeror shall submit a Professional Employee Compensation Plan that addresses the Offeror's methodology for determining salaries and fringe benefits for their professional employees in preparation of future task order requirements under the BMO SB MA-IDIQ.

The professional employee compensation plan will be incorporated by reference into any resulting BMO SB MA-IDIQ.

M.4.6.1 Pass/Fail Requirements for Professional Compensation Plan

The Offeror must submit a professional compensation plan as it relates to this requirement. The submission of a Professional Compensation Plan is a pass/fail requirement.

M.4.7 Uncompensated Overtime Policy

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.
Task Orders may be subject to FAR 52.237-10, Identification of Uncompensated Overtime when services to be required are on the basis of the number of hours to be provided.

For the BMO SB MA-IDIQ, the Offeror shall submit their policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract.

The uncompensated overtime policy will be incorporated by reference into any resulting BMO SB MA-IDIQ.

M.4.7.1 Pass/Fail Uncompensated Overtime Policy

The Offeror must submit an Uncompensated Overtime Policy as it relates to this requirement. The submission of an Uncompensated Overtime Policy is a pass/fail requirement.

M.4.8 Quality Control Plan

The offeror shall submit a Quality Control Plan that provides a description of internal review procedures that facilitates high-quality standards, identify the roles responsible for ensuring quality control, the use of subcontractors and the measures that are taken to ensure acceptable subcontractor performance, how potential problem areas are handled and resolved, the procedures for ensuring quality performance when meeting urgent requirements and how quality control will be managed for multiple project for multiple agencies simultaneously.

M.4.8.1 Pass/Fail Quality Control Plan

The Offeror must submit a detailed Quality Control Plan as it relates to the requirement. The submission of a Quality Control Plan is a pass/fail requirement.

M.4.9 Sustainability Plan

Each offer shall include a comprehensive Sustainability Plan that details the offeror's approach toward implementing and promoting sustainable practices in all aspects of BMO SB Services. The plan should describe in detail how the offeror will meet the minimum sustainability requirements identified in the Section H. At a minimum, the plan should address the following:

- Use of Green Products
- Recycling/Waste Minimization and Management
- Energy and Water Conservation
- Education and Promotion
- Other Sustainable Practices
- Sustainability Prior Experience
    - Each offer should include a Prior Experience narrative in the above mentioned sustainability plan that demonstrates the offeror's understanding of and capability to perform the required service. At minimum, the narrative should address relevant corporate experience (in projects of similar in size, scope, and complexity), relevant experience of key personnel, experience implementing wellness programs, and experience implementing sustainability programs or practices.

The offer does not need to specify which green products it intends to use or supply during contract performance. However, the offeror should provide a reasonable assurance that the offeror understands and will comply with all green product requirements.

The Government will evaluate the Offerors approach toward implementing and promoting sustainable practices in all aspects of BMO SB based on the proposed Sustainability Plan. The Sustainability Plan must provide a reasonable assurance that all sustainability-related performance requirements will be met.

M.4.9.1 Pass/Fail Sustainability Plan

The Offeror must submit a detailed Sustainability Plan as it relates to the requirement. The submission of a Sustainability Plan is a pass/fail requirement.

M.4.9.2 Additional Evaluation Criteria for Innovative Sustainable Practices

The Government will give additional evaluation points to offers that propose to implement sustainable practices above and beyond the minimum performance requirements.

M.4.10 Pass/Fail Past Performance

Past Performance considers the quality of the Offerors past performance including, but not limited to, the quality of service, timeliness of performance, cost control, communication and business relations and customer satisfaction.

The Offeror must submit past performance surveys for the same projects submitted by the Offeror in response to "Relevant Project Experience". A maximum of **three (3)** Past Performance Surveys shall be submitted; therefore, it is likely not every relevant project will have Past Performance Survey. The surveys must be submitted on the template provided in the Attachment J.8, Past Performance Survey. No other format will be accepted. Past Performance Surveys are to be completed by the customer, given to the contractor, and submitted with the offeror's proposal.

The Offeror will be evaluated on the following past performance criteria elements:

1. Quality of service(s) provided by contractor
2. Management, communication, and interfacing business relations with contract administrators and tenants
3. Timeliness and compliance with contractual performance of schedules and requirements
4. Cost control in accordance with the awarded contract cost or price
5. Responsiveness to emergency situations
6. Response time to deficiencies cited
7. Effectiveness of Quality Control Program
8. Effectiveness of Project Manager/Supervisor
9. Follow-up to complaints
10. Adequate staffing during Phase-in and contract duration
11. Significant or recurring deficiencies
12. Overall rating of the contractor's performance
13. If project was a U.S. Federal Government project, utilization of small business goals?

To receive consideration for award, the past performance surveys must indicate satisfactory or better for each past performance criteria element in the performance level chart on the past performance survey. In addition to the past performance criteria elements, the surveys must also indicate no significant or recurring deficiencies, no unnecessary proposal submissions to increase contract cost, and yes to both backup staffing and willingness to contract with the Offeror again.

For each Past Performance Survey submitted (maximum of 3), the past performance criteria elements will have an adjectival rating and point value from the table below. If any of the past performance criteria were not assigned an adjectival rating, that criteria will not be averaged into the final score.

Adjectival Rating	Point Value	Definition
Exceptional	5	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	4	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory	3	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	2	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	1	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.
N/A	Neutral	Performance element is not applicable.

If the combined average score total to be at least 3.00 – Satisfactory, the Offeror's proposal will be considered for further review. If the combined average score is 2.99 or below, the Offeror is considered to have poor past performance and **will not be** considered for award. Offerors who exceed the minimum past performance requirements will receive additional points in accordance with Section M.5, Scoring Table.

In accordance with FAR 15.305, in cases where relevant past performance is not available the offeror will not be evaluated favorably or unfavorably (neutral). Accordingly, offers with neutral past performance ratings will not receive scoring points (see M.5 Scoring Table) for past performance. Failure to provide three (3) Past Performance Surveys will not eliminate offerors from consideration, but will limit an offeror's obtainable points in this area.

M.4.10.1 Past Performance PPIRS (for information that exists)

In addition to the past performance surveys requirement for the relevant experience projects submitted under Section M.4.10 Past Performance the Government will retrieve past performance information from the PPIRS database that links to the Contractor Performance Assessment Reporting System (CPARS) in order to validate the Offeror's submission. For the purposes of this solicitation, a combination of the past performance surveys and PPIRS information will be used to evaluate past performance. If a final rating is not available, the most current past performance information will be used. Offerors are responsible for verifying whether past performance ratings exist in the PPIRS database.

In the case of an offeror without a record of relevant past performance or for whom past performance information is not available, the offeror will not be evaluated favorably or unfavorably (neutral rating) on past performance.

M.5 Scoring Tables

O&M SB Scoring Table					
Section	**Element**	**Point Value**	**Number of Potential Occurrences**	**Total Max Points per Element**	**Max Point Value**
M.4.3 Section 3 Technical Proposal					
M.4.3.2.3	Relevant Project Experience for U.S. Federal Government Customer	10	9	90	
M.4.3.2.4	Relevant Project Experience for Socio-economic	45	6	270	

	Status Certification				
M.4.3.2.5	Relevant Project Experience for Optional Services	30	14	420	
M.4.3.2.6	Relevant Project Experience with Extended Contract Duration	5	9	45	
M.4.3.2.7	Relevant Project Experience for Large Square Footage Projects	5	9	45	
M.4.3.2.8	Relevant Project Experience with Innovative Approaches to Savings	15	9	135	1005
M.4.9 Sustainability Plan					
M.4.9.2	The Government will give additional evaluation points to offers that propose to implement sustainable practices above and beyond the minimum performance requirements.	50	1	50	50
M.4.10 Past Performance					
M.4.10	Past Performance Surveys with an average scoring of 3.50 to 3.99	10	3	30	
M.4.10	Past Performance Surveys with an average scoring of 4.00 to 4.49	15	3	45	
M.4.10	Past Performance Surveys with an average scoring of 4.50 to 5.00	20	3	60	60
			Total Possible Points		**1115**

FSS SB Scoring Table					
Section	**Element**	**Point Value**	**Number of Potential Occurrences**	**Total Max Points per Element**	**Max Point Value**
M.4.3 Section 3 Technical Proposal					
M.4.3.2.3	Relevant Project Experience for U.S. Federal Government Customer	10	6	60	
M.4.3.2.4	Relevant Project Experience for Socio-economic Status Certification	45	6	270	
M.4.3.2.5	Relevant Project Experience for Optional Services	30	3	90	
M.4.3.2.6	Relevant Project Experience with Extended Contract Duration	5	6	30	
M.4.3.2.7	Relevant Project Experience for Large Square Footage Projects	5	6	30	
M.4.3.2.8	Relevant Project Experience with Innovative Approaches to Savings	15	6	90	570
M.4.9 Sustainability Plan					
M.4.9.2	The Government will give additional evaluation points to offers that propose to implement sustainable practices above and beyond the minimum performance requirements.	50	1	50	50
M.4.10 Past Performance					
M.4.10	Past Performance Surveys with an average scoring of 3.50 to 3.99	10	3	30	
M.4.10	Past Performance Surveys with an average scoring of 4.00 to 4.49	15	3	45	
M.4.10	Past Performance Surveys with an average scoring of 4.50 to 5.00	20	3	60	60
			Total Possible Points		**680**

M.6 Section 4-Price

The offeror must ensure all the requested proposal submission information is current, accurate, and complete. The offeror's price proposal will be used to determine whether the fully burdened rates proposed for each labor category are fair and reasonable. These fully burdened rates will be used to establish each offeror's Regional Multiplier (a ceiling percentage established at the BMO IDIQ level) for use at the Task Order level. Fully burdened rates will not be awarded at the BMO IDIQ level.

Offerors shall propose hourly labor rates for all applicable Department of Labor (DOL) Bureau Labor Statistics (BLS) Service Occupation Classification (SOC) labor categories. (see Section J, *Standardized Labor Categories*). For price evaluation purposes at the BMO IDIQ level, proposed rates shall include a breakdown of the following elements to formulate an offeror's fully burdened rates.

- Direct Labor/Base Rate: established through the applicable Service Contract Labor Standards Statute (SCLS) - formerly SCA
- Health and Welfare Rate: established through the applicable Service Contract Labor Standards Statute (SCLS) – formerly SCA
- Regional Multiplier: the Regional Multiplier is inclusive of all costs (i.e. overhead, general and administrative, other costs, profit, etc.) an offeror may need to apply to non-exempt labor categories when proposing at the task order level.

A pricing template has been created and pre-populated with the applicable SCLS wage determinations for each zone listed below (Attachments J.9 thru J.13) to which the offeror's Regional Multiplier will be applied. The Price Templates show the labor category, direct labor/base rate, health and welfare rate, and regional multiplier to produce a fully burdened rate.

Zone 2 - Boston
Zone 3 - Miami
Zone 4 - Houston
Zone 5 - San Francisco
Zone 6 - Chicago

Offerors will propose a Regional Multiplier and the resulting fully burdened hourly labor rates for all applicable non-exempt labor categories. The Regional Multiplier will be proposed as ceiling percentage at the BMO IDIQ level, but can be negotiated lower at the Task Order Level. The fully burdened rates will be evaluated for reasonableness by the BMO CO. While fully burdened rates will not be awarded, these rates will be used to establish each offeror's Regional Multiplier for use at the Task Order level.

Successful offerors will be required to use the Task Order locality's prevailing wage rate (Service Contract Labor Standards Statute, Construction Wage Rate Requirements Statute, Collective Bargaining Agreements, etc.) when applying the Regional Multiplier proposed in the BMO IDIQ contract's Price Template (Section J), or offered lower rates, when developing fully burdened rates/price proposals at the task order level. Future price adjustments will be to the prevailing wage rates only in accordance with the Fair Labor Standards Clause.

Offerors will propose hourly labor rates for all applicable exempt labor categories (professional). The fully burdened rates will be evaluated for reasonableness by the BMO CO. Offerors will propose rates for applicable exempt labor categories for the base contract and option period (total of 10 years), incorporating any proposed increases. These rates will be proposed as fully burdened ceiling rates since the base rate does not change with the delivery location for exempt labor categories. Successful offerors will be required to use the fully burdened ceiling rates, or offer lower rates, when developing fully burdened rates/price proposals at the task order level.

For Price Proposals, Offerors shall use the Microsoft Excel Spreadsheet in Attachments J.9 thru J.13 "Price Template".

M.6.1 Tier Pricing Discounts

Policy established by the Office and Management and Budget (OMB M-13-02) requires that, at a minimum, tiered pricing is a characteristic that must be included in a government-wide strategic sourcing vehicle. The Building Maintenance and Operations (BMO SB) strategic sourcing solution is seeking discounts for the following tiered pricing structure that will have associated volume discounts at the task order level:

For a single task order the offeror shall propose percentage discounts based on the following tiered structure:

- **Tier 1 - $500L-$999,999**
- **Tier 2 - $1M-$1,999,999**
- **Tier 3 - $2M+**

The awarded discounts to the tiers will be based on a single task order total value. The contractor will be responsible for providing the awarded discounts when the total task order value falls within the ranges of the tiered structure mentioned above. If a modification to a task order increases the value into a tier range or a higher tier range, the discount would apply from the modification effective date forward and would not be retroactive. The resultant additional discount would be applied to future work that had not already been invoiced.

M.6.2- Pricing Evaluation

For each labor rate, the basis of fair and reasonableness will be based on a price analysis in accordance with FAR 15.404-1(b) using the following technique:

- Comparison of proposed prices received in response to the solicitation

M.6.3 Price Template Instructions

Please see Attachments J.9 thru J.13, "Price Template" for the pricing template instructions.

M.6.4 Pass/Fail Price Proposal

The Offeror shall submit a pricing proposal using the Price Template and associated Wage Determination located in Attachments J.9 thru J.13 that is applicable to the zone or zones being submitted. Offered pricing will be evaluated by zone. The submittal of price proposal is a pass/fail requirement.

(End of Section M)