FINAL REQUEST FOR PROPOSAL

Solicitation No: GS06Q-16-RL-0001

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Building Maintenance and Operations (BMO)

Potential Federal Strategic Sourcing Initiative (FSSI)

The U.S General Services Administration (GSA) is embarking on a Federal Strategic Sourcing Initiative for Building Maintenance and Operations (herein BMO) services. BMO is issuing an Unrestricted Request for Proposal (RFP) for the proposed acquisition solution for the purposes of receiving proposals. 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 Standard forms
"Reserved for SF 33- See Section J- SF33"

Section B Services, Ordering and Prices

B.1 Background

Federal 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.

The U.S. General Services Administration (GSA) is embarking on a Federal Strategic Sourcing Initiative (FSSI) for **Building Maintenance and Operations** (herein **BMO**) services. FSSI, chartered under the purview of the Federal Government's Chief Acquisition Officers Council (CAOC), is governed by the Category Management Leadership Council (CMLC, formally known as Strategic Sourcing Leadership Council, SSLC). The Office of Federal Procurement Policy (OFPP) oversees the CMLC. Many agencies actively participate in FSSI through the Community of Practice (COP) and through Commodity Councils that provide user input to various FSSI procurement activities.

At its core, the FSSI program strives to implement a commodity management approach to federal procurement. BMO is one of several commodity groups for which FSSI 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 Officer Council (CAOC) to provide for strategic sourcing on a government-wide basis, seeks to establish a Multiple-Award IDIQ for services relating to Building Maintenance and Operations (BMO). BMO services were identified as a high-spend area in a U.S. Government Accountability Office report on strategic sourcing, dated April 2013. BMO 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 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	
HVAC Maintenance	Cemetery Maintenance
Plumbing and Pipefitting	Commissioning Services
Elevator Maintenance	Elevator Inspection Services
Electrical Maintenance	Janitorial
Fire Alarm System Maintenance and Repair	Landscaping/Grounds Maintenance
Fire Suppression (Water Based) System Preventative Maintenance and Repair	Architectural and Framework Building Maintenance Services
Roofing Services	Pest Control
Building Management Services	Waste Management and Recycling Services
Other Facilities Related Services	

B.1.2 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 and the delegation of authority for the award and administration of task orders under BMO are defined in Section G.

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

B.1.3 Contract Type

BMO 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 4800.2G, Eligibility to use GSA Sources and Supply, as amended.

BMO 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.1.4 Minimum Guarantee and Maximum Ceiling

For each MA-IDIQ contractor that does not obtain a task order award for the term of BMO, including Option I (if exercised at the discretion of the CO), the contractor will obtain a minimum guarantee of $2,500.

The minimum order threshold for an individual task order must meet or exceed the Micro-Purchase Threshold as defined in FAR Subpart 2.101, as amended.

The maximum dollar ceiling for each individual task order placed under BMO is $15B. For T&M task orders, ordering agencies should define the maximum requirement; however agencies should follow their own requirements regarding minimum and maximum requirements using various contract types

All task orders placed under BMO must be under the maximum dollar ceiling for the term of BMO, including Option I, if exercised.

B.1.5 Contract Access Fee (CAF)

GSA operating costs associated with the management and administration of BMO 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 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 task order. Agencies should use their own polices for higher risk contracts (e.g. T&M) to identify fair and reasonable pricing.

B.2.1 Labor Categories and Standard Occupational Classifications

BMO provides standardized labor categories (See Section J, Attachment 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 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 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 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 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.

Offerors will propose firm fixed price (FFP) rates for all applicable Department of Labor (DOL) Bureau Labor Statistics (BLS) Service Occupation Classification (SOC) labor categories. Rates will be broken down by the base rate based on Contract Labor Standards (formerly known as Service Contract Act), Wage Rate Requirements Statute (formerly known as Davis Bacon Act), Collective Bargaining Agreements, etc as applicable), health and welfare rates, overhead rates, general and administrative expense (G&A), and profit to show the fully burdened rates for the Washington, D.C. area. The Washington, D.C. Contract Labor Standards wage determination will be provided in the solicitation package for offerors to use in populating the price template provided with the solicitation. The template will show each offered labor category, direct rate, health and welfare rate, overhead, G&A, profit, and fully burdened rate. The fully burdened rates will be evaluated for reasonableness. Successful offerors will then be required to use the ceiling overhead, G&A and profit rates (percentages) as proposed in the price template, on all task orders to develop the fully burdened rates to be used at the order level utilizing the prevailing wage rates for the delivery areas of the task order. Future price adjustments will be to the base and health and welfare rates only at the task order level based on changes in the prevailing wage rates in accordance with the Fair Labor Standards Clause. .

Offerors will propose firm fixed price (FFP) labor rates for all applicable exempt labor categories (professional). 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. The fully burdened rates will be evaluated for reasonableness. Successful offerors will be required to use the fully burdened ceiling rates, as proposed in the price template, on all task orders. Offerors will propose rates for all exempt labor categories for the base contract and option periods (10 years), incorporating any proposed increases. The pricing for the base and option years pricing will be evaluated for reasonableness by the BMO CO using available public market indicators.

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 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 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

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.

The fully burdened T&M rate awarded at initial parent contract award shall serve as the basis for all future year pricing for those rates. Offerors will propose firm fixed price (FFP) labor rates for all applicable non-exempt and exempt labor categories (professional). The non-exempt labor categories will be proposed as fully burden rates using the ceiling rates as overhead, G&A and profit rates (percentages). The exempt labor rates will be proposed as fully burdened ceiling rates since the base rate does not change with the delivery location for exempt labor categories. The fully burdened rates will be evaluated for reasonableness. Successful offerors will be required to use the fully burdened ceiling rates, as proposed in the price template, on all task orders. Offerors will propose rates for all exempt labor categories for the base contract and option periods (10 years), incorporating any proposed increases. The pricing for the base and option years pricing will be evaluated for reasonableness by the BMO CO using available public market indicators.

B.3 Other Direct Cost (ODC) Support

Other ODC support, integral and necessary as part of a total integrated solution within the scope of BMO for which there is <u>not</u> a labor category specified in BMO 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. 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 Management Module all Other Direct Cost Support (ODC) in accordance with Section G.3.2-BMO Reporting Module.

Agencies should follow agency specific polices as well as FAR Subpart 16.505 and Far Part 6 regarding competition requirements as it relates to ODCs.

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

The BMO labor categories are subject to the Service Contract Labor Standards (formally 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 Standard wage determinations are to be applied or not.

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

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 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 does not include clauses applicable to any construction, alteration, or repair work that is part of a total solution within the scope of BMO. 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.3.4 Travel

Travel costs may be firm fixed price or reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46 and other applicable agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to travel consistent with the Contractor's usual accounting practices.

Travel shall not be reimbursable, except as provided in the following paragraphs: The services required by this contract are expected to be within the geographic boundaries of Zone 1. Zone 1 includes **Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia and the District of Columbia**. There will be no reimbursement for travel within the Zone 1.

Any reimbursable travel to be allowed must be authorized by the Ordering Contracting Officer (OCO) in advance as a contract change order. The Contracting Officer's Representative (COR) and the Contractor shall establish, through bilateral contract modification, the allowable travel reimbursement per visit to sites in cities or locations outside of the Zone 1. In negotiating the fixed price for such travel, the allowable per diem cost shall not exceed the rates set forth in the Federal Travel Regulations in effect at the time that the work order is negotiated. In addition, and to the extent the OCO authorizes reimbursable travel, all travel by privately owned vehicles outside of the GSA will be reimbursed on Federal Travel Regulations mileage rates.

No travel reimbursement outside of Zone 1 will be allowed without advance approval from the OCO unless the Contractor provides sufficient written evidence of costs incurred, including receipts, registers or other information as may be required by the COR.

B.3.5 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 shall 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.3.4 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 not only the satisfaction of the requirements and satisfaction of our customers. Rather than a mere list of activities, this PBSPW is a written expression of the BMO'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 (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 Firm Fixed Price (FFP), Time and Materials (T&M)/Labor Hour (LH), or a hybrid mix of contract types.

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

C.2 Period of Performance

Period of Performance is for base period of five (5) years, with one option period of five (5) years, for a total contract period of ten (10) years and six (6) months (option to extend services).

C.3 Scope/Requirements

The scope of BMO 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 entire geographic area of Zone 1, which includes **Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia and the District of Columbia.** The contractor must be able to provide coverage for the entirety of Zone 1.

C.4 Performance Objectives

The services covered under this scope is divided into two separate "Service Groups" (**1) Operations and Maintenance** and **(2) Facility Support Services**. Under each Service group there are services that have been identified as required and optional. The required services under each service group are the minimum services the contractor must be able to provide in order to compete for a contract under this solicitation. The optional services are additional services the contractors can offer as part of a total solution (see evaluation section). The diagram below identifies all services in this scope and shows which Service Group each service falls under:

BMO Scope of Service Categories

Operations & Maintenance
Required
HVAC Maintenance
Plumbing and Pipefitting
Elevator Maintenance
Electrical Maintenance
Optional
Fire Alarm System Maintenance and Repair
Fire Suppression (Water Based) System Preventative Maintenance and Repair
Roofing Services
Building Management Services
Architectural and Framework Building Maintenance Services
Commissioning Services
Elevator Inspection Services
Facility Support Services (Required Facility Support Services (Janitorial and Landscaping) are mandatory and optional services (Cemetery Maintenance, Pest Control, and Waste Management and Recycling Services will remain optional under the O&M side)
Other Facilities Management Related Services

Facility Support Services
Required
Janitorial
Landscaping/Grounds Maintenance
Optional
Cemetery Maintenance
Pest Control
Waste Management and Recycling Services

The IDIQ contract requires the contractor to possess the capability and capacity to perform tasks or manage with subcontractor support 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 and Maintenance (O&M)

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 flitration 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, back flow preventers, valves, pumps and pipes.

C.5.1.3 Elevator Maintenance (Required 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, hoist ways and pits, automatic and manual emergency fire service (phase I and II) and emergency power operations.

C.5.1.4 Electrical Maintenance (Required Service)

Services related to the maintenance, repair and operation of electrical systems including instruments, apparatus and equipment. Services included 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.5.1.5 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 (Water Based) System Preventative Maintenance and Repair Services (Optional Service)

Services related to the maintenance, repair and operation of water 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, down spouts, 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, dumb waiters, wheelchair lifts, and moving walkways, and include, but are not limited to systems, periodic testing, equipment and components such as hoist way 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, hoist ways and pits, automatic and manual emergency fire service (phase I and II) and emergency power operations.

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 not limited to mowing, lawn sprinkler systems maintenance, planting, seeding, fertilizing, raking, mulching, watering, pruning, weeding, aerating, planting, trimming, tree and plant removal, mulching, clearing of snow from parking areas, sidewalks, campuses wildlife management and applicable road areas, and application of salt, ice melt or sand to reduce slip hazards, cleaning of retention ponds, bio-filters 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 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 and trees). 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.5.2.4 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, and hauling saleable wastepaper and other products. All services supporting and maintaining the recycling program, including labor, services, and supplies. HSMAT services are not included.

C.5.2.5 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.5.2.6 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 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.5.2.7 Other Facilities Management-Related Services

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.6 Services Not Within Scope

The following services are not within the scope of the BMO 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
- Asbestos removal and abatement
- Inherently Government Functions as defined Subpart 2.101

C.7 Operating Constraints - Contractor Special Requirements:

The Contractor Shall:

- 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.15. 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.8 Definitions

C.8.1 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.8.2 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.8.3 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.8.4 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.8.5 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.8.6 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.8.7 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.8.8 Above Basic Services

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

C.8.9 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.8.10 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.8.11 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.8.12 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.8.13 Commissioning

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

C.8.14 Ongoing Commissioning

The practice of optimizing system performance by continuing to fine-tune equipment so 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.8.15 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.8.16 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.8.17 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.8.18 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.8.19 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.8.20 Contractor

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

C.8.21 Contractor's Other Than Normal Working/Duty Hours

Hours other than those identified as Normal Working Hours.

C.8. 22 Controls and Control System

A "control system" is any low-voltage control, communication and monitoring system, including but not limited to stand alone 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.8.23 Defective Service

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

C.8.24 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 Service.

C.8.25 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 Service.

C.8.26 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.8.27 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.8.28 Preventive Maintenance (PM) Inventory

A PM inventory is an inventory of all the equipment within a facility that requires preventive maintenance. Non-preventive maintenance equipment is not included in this inventory. Ensure contract denotes per applicable equipment inventory section for the level of preventive maintenance inventory; whether it includes mechanical, electrical, fire safety, etc.

C.8.29 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.8.30 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.8. 31 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.8.32 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.8.33 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.8.34 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.8.35 Furnishings

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

C.8.36 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.8.37 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.8.38 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. Ieasing diversion of solid waste.

C.8.39 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.8.40 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.8.41 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.8.42 Landscape Irrigation Systems

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

C.8.43 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.8.44 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.8.45 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 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.8.46 Modification of Contract

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

C.8.47 Monthly Progress Report

A progress report prepared monthly that itemizes all current incomplete work (e.g., incomplete preventive maintenance, incomplete repairs), summarizes work completed during the month, and itemizes issues under investigation.

C.8.48 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.8.49 Non-Reimbursable Repair

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

C.8.50 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.8.51 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.8.52 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.8.53 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.8.54 Ordering Official

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

C.8.55 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.8.56 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.8.57 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.8.58 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.8.59 Product Preference

(See Section J-Attachment 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.8.60 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.8.61 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.8.62 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.

C.8.63 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.8.64 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.8.65 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.8.66 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.8.67 Service Calls

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

C.8.68 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.8.69 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.8.70 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.8.71 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,

C.8.72 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.9 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
- AHERA Asbestos Hazard Emergency Response Act
- 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)

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

The inspection and acceptance clause for BMO is:

FAR	TITLE	DATE
52.246-4	Inspection of Services – Fixed Price	AUG 1996

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)

F.1. Deliveries or performance clauses

Clauses regarding deliveries or performance for BMO are:

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 **Zone 1** (**Maryland, Virginia, District of Columbia, New York, Pennsylvania, New Jersey, West Virginia and Delaware)**.

F. 3 Period of Performance

The period of performance of BMO is from the date of the Notice-To-Proceed through five (5) years thereafter, with 1 five (5) year option that may extend the cumulative term of the contract to ten (10) years and six (6) months in accordance with FAR Subpart 52.217-9, Option to Extend the Term of the Contact and FAR Subpart 52.217-8, Option to Extent her Services, if exercised.

The period of performance for each task order awarded under BMO shall be specified in the task order by the ordering agency. Task orders must be solicited and awarded prior to the BMO term expiring and may extend up to 5 years after the BMO term expires.

Task order option periods may be exercised after the BMO term expires as long as the final task order option period does not extend the cumulative term of the task order beyond 5 years after the BMO term expires.

After the BMO term expires, BMO will remain an active contract 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 term.

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

F.4 Performance Standards

BMO 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 BMO Reporting Module is not operational, deliverable and reporting requirements designated for input into the OMM shall be provided as directed by the BMO CO within the stated timeframes. The BMO 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. All other systems and certifications are optional; however, Contractors are encouraged to acquire these systems and certifications.

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.

F.4.1 Deliverable and Reporting Requirements

The following table contains deliverables and reports required for BMO. 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.2.7and G.2.8	Contractor Key Personnel	Updated COPM or COCM Point of Contact Information	Within 5 calendars days of the substitution	BMO CO via fssi.bmo@gsa.gov
G.3.1 and G.3.4	Contract Access Fee (CAF) Remittance	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 BMO Reporting Module (BRM) website
G.3.2.2 through G.3.5.	BMO Management Module	Task Order Award, Modification, Invoice, Sustainable Products, CAF data, and Close-out data on a cumulative	Monthly (30th calendar day of each month, last day in February)	Electronically via the BRM website
G.3.6	Individual Subcontracting Reports (ISR)	If applicable, ISRs from Individual Subcontracting Plans on BMO	Within 30 calendar days after the close of each reporting period ending March 31st, September 30th, and within 30 days of contract completion.	Electronically via the Electronic Subcontract Reporting System (eSRS) website
G.3.6	Summary Subcontracting Reports (SSR)	GSA agency-wide SSRs	Within 30 calendar days after the close of each reporting period ending September 30th	Electronically via the Electronic Subcontract Reporting System (eSRS) website
G.3.9	Insurance	ACORD 25, Certificate of Insurance	Within 30 calendar days after the BMO Notice-to- Proceed and any updates thereafter	BMO CO via fssi.bmo@gsa.gov and OCOs for affected task orders
G.3.10	Mergers, Acquisitions, Novations, and Change-of-Name Agreements	If applicable, SF 30 Modification or other applicable documents	Copy of SF 30 and other applicable documents within 45 calendar days of finalization	BMO CO via fssi.bmo@gsa.gov and OCOs for affected task orders
G.3.11	Federal Awardee Performance and Integrity Information System (FAPIIS)	FAPIIS reporting	Semi-Annually starting 6 months from the anniversary date of the BMO Notice-to-Proceed.	Electronically via FAPIIS website and notify the BMO CO via fssi.bmo@gsa.gov
G.3.12	VETS 100-A	VETS 100-A reporting	Annually, no later than September 30 of each year	Electronically via the Department of Labor (DOL) VETS 100-A reporting website and notify the BMO CO via

G.3.13.	Reporting Executive Compensation and First-Tier Subcontract Awards	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	The end of the month following the month in which the prime Contractor awards any sub-contract greater than $25,000 into the FFATA Sub-Award Reporting System	Electronically via FSRS website and notify the BMO 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	BMO CO via fssi.bmo@gsa.gov and OCOs for affected task orders
H.10	Acceptable Estimating System	If applicable, and audit reports from DCAA/DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	BMO CO via fssi.bmo@gsa.gov and OCOs for affected task orders
H.11	Approved Purchasing System	If applicable, correspondence and audit reports from DCMA or other cognizant auditing entity that updates the current status	Within 45 calendar days after the update	BMO CO via fssi.bmo@gsa.gov and OCOs for affected task orders
H.12.	Meaningful Relationship Commitment Letters (MRCL)	If applicable, any change of entity or commitment identified in any MRCL submitted	Within 45 calendar days after the update	BMO CO via fssi.bmo@gsa.gov
H.13.1.	Facility Security Clearance	If applicable, correspondence signed by a Facility Security	Within 45 calendar days after the update	BMO CO via fssi.bmo@gsa.gov and OCOs for affected task orders

F.4.2. Compliances

The following table contains compliances required for BMO. 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 statuary or regulatory requirements. The Government will provide the Contractor with at least 90 days' notice of these requirements.

SECTIO	REFERENCE	COMPLIANCE
G.2.7.	Contractor Key Personnel	The Contractor shall maintain responsive and competent Contractor Key Personnel
G.3.1. and G.3.2.	Contract Access Fee (CAF) Remittance	The Contractor shall submit timely and accurate CAF Payments
G.3.2. through G.3.2.5.	BMO Reporting Module	The Contractor shall submit timely and accurate data in the BMO Reporting Module

G.3.3	Environmentally Sustainable Products	The Contractor shall submit timely and accurate data in the BMO Reporting Module
G.3.3.6	Subcontracting Goals and Reporting	The Contractor shall submit timely and accurate ISR subcontract reports, if applicable, and SSR subcontract reports and make good faith efforts in small business goals in accordance with the Contractor's subcontracting plan meeting
G.3.9.	Insurance	The Contractor shall submit timely and accurate Certificates of Insurance and maintain adequate insurance coverage at the BMO and task order
G.3.10	Mergers, Acquisitions, Novations and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements, if
G.3.11	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	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 Part 9
G.3.12	VETS 100-A Reporting	The Contractor shall report timely and accurate VETS 100-A reports in the Department of Labor VETS-100 website and send confirmation to the BMO CO
G.3.13.	Reporting Executive Compensation and First-Tier Subcontract Awards	The Contractor shall report 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
G.3.5	Task Order Close-Out	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or
H.8	Systems, Certifications and Clearances	The Contractor must maintain an acceptable accounting system for the term of the BMO contract.
H.9.	Acceptable Accounting System	The Contractor shall maintain the acceptable/approved status of their Accounting System and submit updates to the current
H.10	Acceptable Estimating System	The Contractor shall maintain the acceptable status of their Estimating System and submit updates to the current status, <u>if applicable</u>
H.11	Approved Purchasing System	The Contractor shall maintain an Approved Purchasing System and submit updates, if applicable
H.13 through H.13.4	Security Clearance Requirements	The Contractor shall maintain or exceed all required security clearances and submit updates, if applicable
H.12	Meaningful Relationship Commitment Letters (MCLR), if applicable	The Contractor shall honor the commitments contained in all MRCLs, if applicable
H.14 through H. 14.12	Suitability Determinations	The Contractor shall main or excel all requirements , compliances and standards
H.15 through H.15.3	Sustainable Products	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 Webpage	The Contractor shall maintain an BMO Webpage that meets the minimum webpage requirements

H.33	Minimum Task Order Awards or Estimated Value	Starting from the date of the BMO Notice-to-Proceed, the Contractor shall attain a minimum of 5 task order awards or a total task order estimated value of $1.25M (total estimated value of all task orders inclusive of all options) prior to the exercise of Option I under BMO.
H.34	Training and Permits	The Contractor shall be responsible for all training and permits required for all workers under BMO.
H.35 through H.35.8	Ethics and Conduct	The Contractor shall adhere to the standards under Section and sub-section under H.34.

(End of Section F)

Section G- Contract Administration

G.1 Background

This section provides roles, responsibilities, and contract administration requirements for BMO and each task order placed under BMO. 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 will be maintained on the official GSA BMO webpage (webpage address will be provided after award).

G.2.1 Program Manager (PM)

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

G.2.2 Contracting Officer (CO)

The BMO CO is the sole and exclusive GSA Government official with actual authority to administer and/or modify the terms of BMO, 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 terms and conditions.

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

G.2.3 Ombudsman

Subject to GSAR 552.216-74, GSA designates an Ombudsman to BMO. For the purposes of BMO, 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, and (2) To review a BMO 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, 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. 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 CO or BMO representative that is delegated by the BMO 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.

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

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

- Contractor performance under BMO

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
2. Complying with the terms and conditions of BMO (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 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 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, shall 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 Corporate BMO Program Manager (COPM) and Corporate BMO Contract Manager (COCM) as Contractor Key Personnel to represent the Contractor as primary points-of-contact to resolve issues perform administrative duties, and other functions that may arise relating to BMO and task orders solicited and awarded under BMO. 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 CO has current point-of-contact information for both the COPM and COCM. In the event of a change to Contractor Key Personnel, the Contractor shall notify the BMO 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 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)

G.2.7 Corporate BMO Contract Manager (COCM)

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

The COCM duties include, but are not limited to:

- Advising and assisting current and potential BMO customers regarding the technical scope of BMO and the overall attributes of the BMO Program
- Promoting customer use of the BMO contract
- Being ultimately responsible for ensuring that all reporting information required under BMO is provided accurately, thoroughly and timely
- Being ultimately responsible for all performance issues related to BMO and task orders awarded under BMO. Attending all BMO Program Management Review (PMR) Meetings and other BMO meetings as scheduled
- Verifying that the OCO soliciting or awarding a task order solicitation under BMO has a BMO Delegation of Procurement Authority (DPA). Verification can be provided by the BMO CO,BMO PM, or duly authorized representative
- Ensuring the company's task order awards under BMO are contractually in compliance with BMO (See Section H.4- Ordering Procedures)
- Ensuring all data within the BMO Reporting Module is current, accurate, and complete (See Section G.3.2.1-BMO Reporting Module)
- Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under (Section F.4-Performance Status), are maintained
- 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 Program Management Review Meetings (PMR) and other BMO meetings as scheduled

G.3 Contract Administration Requirements

The following sections describe the administration requirements for BMO and task orders awarded under BMO. The COCM 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 business volume with the customer or whether the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the BMO Program Office.

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

G.3.2 BMO Reporting Module

The specific system for all task order awards, modifications, invoices, and CAF payment data will be electronically through BMO Reporting Module located within the GSA Assisted Acquisition Services (AAS) Business Systems Portal.

G.3.2.1 Task Order Award Data

The Contractor shall report all task order award data within 30 calendar days of award. Regardless of contract type, all task order award data shall include:

1. BMO MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Task Order Description e.g., O&M Services Project)
4. Predominant Contract Type (e.g., T&M, FFP, etc.)
5. Task Order NAICS Code
6. Task Order PSC Code
7. Customer OCO Name, Phone Number, and E-mail Address
8. Customer Agency Name and Full Address
9. Customer Agency Code and Bureau Code
10. Initial Period of Performance
11. Award Date
12. Contract Line Item Numbers (CLINs) of the task order. (If the task order does not establish CLINs, the Contractor shall input CLIN Number 9999 as a single CLIN for all billing)
13. Contract Type for each CLIN
14. An electronic copy of the complete task order solicitation issued by the OCO
15. An electronic copy of the complete task order awarded by an OCO

G.3.2.2 Fixed Price Award Data

In addition to the data required under Section G.3.2.1-Task Order Award Data all Fixed Price award data shall also include:

1. Initial Obligated/Funded amount
2. Total Firm Fixed Price, including the base and all option periods by CLIN Number
3. Initial Maximum Incentive or Award Fee, if applicable

G.3.2.3 T&M/Labor Hour Award Data

In addition to the data required under Section G.3.2.1-Task Order Data., all T&M/Labor Hour award data shall also include:

1. Initial Obligated/Funded amount
2. Total task order ceiling, including the base and all option periods by CLIN Number
3. Awarded labor categories and SOC numbers
4. The Loaded Hourly Labor Rate and Hours by each corresponding BMO labor category, for the base and all option periods

5. The Loaded Hourly Labor Rate and Hours by each Service Contract Labor Standards, Specialized Professional Services Labor, Davis Bacon Act Labor, and Collective Bargaining Agreements (CBA), including a title and description of the labor category, if applicable, for the base and all option periods

G.3.2.4 Task Order Modification Data

The Contractor shall report all task order modification data within 30 calendar days of receiving a signed copy of the modification.

Modification data shall include:

1. BMO MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Modification Number
4. Modification Description (e.g., Incremental Funding, Exercise Option, Change Order, etc.)
5. OCO Point of Contact (Name, Phone Number, E-mail Address)
6. Modification Period of Performance (Do **NOT** change the initial start date of the task order)
7. Modification Date
8. Modification Obligated/Funded amount allocated to the applicable Contract Line Item Numbers (CLINs)
9. An electronic copy of the complete modification awarded by an OCO

G.3.2.5 Invoice Data

The Contractor shall report invoice data from each paid invoice within 15 calendar days after the end of the reporting month, including the invoice data on task orders issued through the GSA AAS Business System Portal. If no Invoice Data was received during a required reporting period for a specific task order, the Contractor shall report in the "Zero Invoice Data" screen located in the BMO Reporting Module system for that particular task order.
Regardless of contract type, the Contractor shall report the following:

1. BMO MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Contractor Invoice Number
4. Date Invoice Paid
5. Amount of invoice that was subcontracted.
6. Amount of invoice that was subcontracted to a small business.
7. For each contract type, the Contractor shall report as follows:
8. Fixed Price task orders: Total Amount Paid (Lump Sum) by Contract Line Item Number (CLIN)
9. T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN

G.3.3 Environmentally Sustainable Products Reporting

The Contractor shall submit a monthly Sustainable Products Report quantifying by the environmental program (e.g. Energy Start), the dollar value of sustainable products used or supplied under each task order issued under this contract (as defined in Section J- Sustainable Products). The report shall be submitted to through BMO Reporting Module located within the GSA Assisted Acquisition Services (AAS) Business Systems Portal within fifteen (15) calendar days following the end of each reporting month.

The report shall include:

1. BMO MA-IDIQ Contract Number
2. Task Order Award Number (NOT the Solicitation Number)

3. Dollar Value of the Environmentally Sustainable Products used, by environmental programs
4. Brief Explanation of the methodology used to calculate the dollar value of sustainable products used or supplied

The Contractor is also responsible for complying with the biobased reporting requirements identified in 52.223-2, *Affirmative Procurement of Biobased Products Under Service and Construction Contracts*.

G.3.4 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**
1st Quarter January 1st – March	April 30th
2nd Quarter April 1st – June 30th	July 30th
3rd Quarter July 1st – September	October 30th
4th Quarter October 1st – December	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 off setting 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.35.6-Off Ramp)
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 Pay.gov

G.3.5 Closeout Data

The Contractor shall submit task order close-out data quarterly following the expiration of a task order. This shall be accomplished for each and every task order. This data shall include:

1. Final Task Order Dollar Value
2. Cumulative Invoiced Amount
3. Total CAF Amount Paid
4. CAF Balance Owed
5. Final Invoice Paid (Y/N)
6. Release of Claims Date
7. Pending Actions Preventing Close-out

G.3.6 Subcontracting Plan

The Contractor shall comply with the Contractor's Subcontracting Plan, incorporated into the BMO contract by reference, to ensure that small business, small disadvantage business (SDB), women-owned business (WOSB), HUBZone small business (HUBZone), veteran-owned small business (VOSB), and service-

disabled veteran-owned small business (SDVOSB), are provided the maximum practicable opportunity to participate as Subcontractors.

As stated in 15 U.S.C. 637(d)(8), any Contractor or Subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a Contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

The BMO Program Office requires use of the electronic Subcontracting Reporting System (eSRS) modules as the secure, confidential, information management tool to evaluate subcontracting goal performance for BMO.

The Contractor shall submit Individual Subcontract Reports (ISR) for Individual Subcontracting Plans, if applicable, and Summary Subcontract Reports (SSR) using the web-based eSRS at http://www.esrs.gov. Affiliates of the Prime Contractor or Subcontractor are not included in these reports. Subcontract award data reported by Prime Contractors and Subcontractors shall be limited to awards made to their immediate next-tier Subcontractors.

Contractors are required to adhere to their Subcontracting Plan, incorporated into the basic contract by reference. When a Contractor does not meet any one or more of their Subcontracting Goals for a given reporting period, the Contractor shall explain, in writing, the rationale for not meeting the goals in the comments section of the ISR/SSR.

G.3.7 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 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 and task orders awarded under BMO. 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 COCM will serve as a primary contact and who will be authorized access to the evaluation for review and comment for BMO and task orders awarded under BMO. The COCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the BMO CO for BMO.

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

G.3.8 BMO CPARS

The BMO 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.3.8.1 Task Order CPARS

The BMO 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 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 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.3.9 Insurance

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

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under BMO. 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. The Contractor shall notify the BMO 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 website will maintain a record of each BMO 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.3.10 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 CO, the Contractor must notify the BMO CO and provide a copy of the novation or other any other agreement that changes the status of the Contractor.

G.3.11 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 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.

G.3.12 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 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 CO, even if the Contractor has no covered veterans or new employees to report during the reporting period.

G.3.13 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 $25,000 into the FFATA Sub-Award Reporting System (FSRS).

G.4 BMO and Task Order Close Outs

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

The OCO is responsible for closing out their task orders under BMO. 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. The Contractor must report all task order close outs in the BMO Management Module (OMM) (See Section G.3.2).

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 and each task order placed under BMO 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 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 must be:

1. Solicited and awarded by an OCO with a Delegation of Procurement Authority (See Section G.2.5-Ordering Contracting Officer)
2. Be within the scope of Section C and all other terms and conditions of the BMO contract

3. Identify the BMO Labor Categories and Service Occupational Codes (See Attachment- BMO Labor Categories)
4. Solicited and awarded under the proper NAICS Code and corresponding BMO MA-IDIQ Contract Number (See Section H.6.)
5. Identify the proper Product Service Code (See Attachment BMO 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)(1).

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

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.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 during the term of BMO, the BMO CO may need to update the BMO MA-IDIQ task order contracts to reflect the updated NAICS Code(s) and small business size standards(s).

H.6.1 BMO NAICS Codes

BMO is comprised with 2 separate BMO Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) service groups that span 18 NAICS Codes under the economic subsectors 561 Administrative and Support and Waste Management and Remediation Services and 236, Construction. NAICS Codes are divided into 2 separate groups (Operations and Maintenance and Facility Support Services) based on 1 small business size standards ($38.5M). Each Service Group is a separate BMO MA-IDIQ task order contract. (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 <u>if applicable,</u> 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 all Contractors under the corresponding BMO Service Grouping for solicitation purposes, unless an exception to fair opportunity has been properly executed. Ordering Procedures at FAR 16.505 apply. If the solicitation could 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. The table below identifies all BMO NAICS code assignments to each service group:

Operations and Maintenance, Primary NAICS 561210, Size Standard $38.5 M

Service / Service Grouping	NAICS Code	NAICS Title	Size Standard
Operations and Maintenance	561210	Facilities Support Services	$38.5 M
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 (Water Based) 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

Facility Support Services, Primary NAICS 561210, Size Standard $38.5M

Service / Service Grouping	NAICS Code	NAICS Title	Size Standard
Facility Support Services	561210	Facilities Support Services	$38.5 M
Janitorial	561720	Janitorial Services	$18 M
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 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 BMO Reporting Module for each task order award. See Attachment- BMO PSCs.

H.8 Systems, Certifications, and Clearances

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

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

The Contractor must maintain an acceptable accounting system for the entire term of BMO. The Contractor shall notify the BMO 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.

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. The Contractor shall notify the BMO 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 <u>not</u> 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.

The Contractor shall notify the BMO 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. Meaningful Relationship Commitment Letters

If applicable, Meaningful Relationship Commitment Letter(s) (MRCL) establishes the relationship and commitments of performance for Contractors who share Systems, Certifications, and Clearances from other affiliates, divisions, or subsidiaries within a Contractor's internal corporate structure.

If applicable, the Contractor must maintain and honor each MRCL for the entire term of BMO. The Contractor shall notify the BMO CO, in writing, if there are any changes in the status of their internal corporate relationships or commitments and provide the reasons for the change.

If applicable, the Contractor's MRCLs are incorporated by reference into the BMO contract and the BMO Program Office will provide MRCLs for the OCO upon request.

H.13 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.

H.13.1 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; however, task orders may require an FCL at any level, under BMO.

The Contractor, at its own expense, must maintain their FCL by the Defense Security Service (DSS) for the entire term of BMO. The Contractor shall notify the BMO 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.13.2 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.13.2.1 HSPD-12

When a Contractor or their Subcontractors are required to have physical access to a Federal 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.13.2.2 Security Requirements and Personal Identity Verification Procedures (Non-Classified Contract) – (O&M/Custodial)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

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.13.3 GSAR 552.237-70 Qualification of Offerors (May 1989) - (O&M/Facility Support Services)

Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service Contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement

listing comparable Contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

Competency in performing comparable building service Contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

H.13.4 GSAR 552.237-71 Qualifications of Employees (May 1989) - (O&M/Facility Support Services)

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. These forms shall be completed electronically unless that would create a hardship for the individual. 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.14 Suitability Determinations - (O&M/Facility Support Services)

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.14.1 Compliance with Security Requirements - (O&M/Facility Support Services)

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.14.2 Identification Credential - (O&M/Facility Support Services)

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) were 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.14.3 Standards of Conduct - (O&M/Facility Support Services)

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

H.14.4 Escort Requirements - (O&M/Facility Support Services)

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 anytime 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.14.5Standards of Conduct-(O&M/Facility Support Services)

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.14.6 Removal from Contract Work- (O&M/Facility Support Services)

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.,Section 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 well being, 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 well being, 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.14.7 Sensitive But Unclassified (SBU) Information - (O&M/Facility Support Services)

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.14.8 Recording Presence - (O&M/Facility Support Services)

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.14.9 Government Forms - (O&M/Facility Support Services)

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.14.10 Other Contractors- (O&M/Facility Support Services)

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.14.11 Ordinances, Taxes, Permits, and Licenses - (O&M/Facility Support Services)

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.14.12 Discrepancy in the Specifications - (O&M/Facility Support Services)

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.15 Sustainable Products (O&M/Facility Support Services)

The Contractor shall provide products that comply with the federal sustainable acquisition policy, as outlined in FAR Subpart 23.1, during performance of this contract unless authorized in writing at a task order level. This requires the Contractor to supply or provide environmentally sustainable (i.e., green) products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. This includes products that are:

(1) Delivered to the Government during performance;
(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility; or
(3) Furnished by the Contractor for use by the Government.

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, and Comprehensive Procurement Guidelines (CPG) 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.15.1 Green Purchases – (Facility Support Services)

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: http://yosemite1.epa.gov/oppt/eppstand2.snf.

H.15.2 Recycle Content Certification - (O&M/Facility Support Services)

In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated 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.15.3 Recycle Content Product Purchase Annual Reporting – (O&M/Facility Support Services)

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.16 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 address 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.17 LEED Requirements

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

H.17.1 LEED-EB – (Facility Support Services)

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.17.2 LEED reporting and requirements - (Facility Support Services)

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.18 Asbestos Awareness Training - (O&M/Facility Support Services)

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.19 Uniforms - (O&M/Facility Support Services)

All trade workers shall wear a uniform with the Contractor's logo while working within the building. Uniforms shall 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.20 Personnel Qualifications – (O&M)

H.20.1 Personnel Training - (O&M)

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.20.2 Re-Tuning Training - (O&M)

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.20.3 Miscellaneous Requirements – (Facility Support Services)

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.20.4 Submission of Resumes for New Employees – (O&M/Facility Support Services)

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.20.5 State Licensing – (O&M/Facility Support Services)

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.20.6 Compliance with Federal, State, and Local Codes – – (O&M/Facility Support Services)

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.20.7 Government Furnished Materials - – (O&M/Facility Support Services)

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.21 Requirements for Network Connection (O&M and Facility Support Services)

H.21.1 Requirements for Network Connection - (O&M)

At the task order level agencies may require Government-furnished network equipment and computer hardware must 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.21.2 Requirements for Network Connection – (Facility Support Services)

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 Agencies 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.21.3 Contractor Furnished Materials - (O&M)

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.22 Contractor Responsibilities – (Facility Support Services)

H.22.1 Supervisors – (Facility Support Services)

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.22.2 Communication – (Facility Support Services)

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.22.3 Exposure Control Program – (Facility Support Services)

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.23 Additional Services Indefinite Quantity Provisions – (O&M)

H.23.1 General – (O&M)

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.23.2 Price Proposal for Additional Services Work – (O&M)

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.23.3 Subcontracts – (O&M)

If work is to be subcontracted, the subcontracted part of the work is to be priced in accordance with the parent contract schedule.

H.23.4 Cost Documentation, Competitive Bids, Method of Ordering and Invoicing – (O&M)

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.24 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.25 Occupancy 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 o 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

(Facility Support Services)

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 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 Contractors, BMO 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 contract.

Failure to attend meetings, maintain a Contractor BMO 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 in order to assess performance against the goals and to reinforce partnering principles.

GSA may require BMO Program Management Review (PMR) meetings either in person or virtual. The goal of the PMR meetings are to provide a platform for BMO Contractors, BMO 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 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 Webpage

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

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

1. General overview of the attributes of BMO
2. The BMO 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 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 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 and task orders awarded under BMO. The Contractor shall 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.

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

1. Link to the GSA BMO webpage
2. General Overview of BMO
3. BMO related marketing materials and news releases
4. Contractor Capabilities for BMO
5. Contractor Key Personnel POC information (Names, Titles, Phone Numbers, E-mail Addresses)
6. BMO 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. The Contractor may develop company specific BMO brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of BMO. 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.

All marketing, promotional materials, and news releases in connection with BMO or task order awards under BMO, including information on the Contractor's BMO 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 related, including information on the Contractor's BMO webpage.

H.33 Minimum Task Order Awards or Estimated Value

Starting from the date of the BMO Notice-to-Proceed, the Contractor shall attain a minimum **of 5 task order awards or a total task order estimated value of $1.25M** (total estimated value of all task orders inclusive of all options) prior to the exercise of Option I under BMO. 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 $1.25M 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 (See Section H.35.6.).

H.34 Training and Permits

The Contactor shall provide fully trained and experienced personnel required for performance under task orders awarded under BMO. 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.

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 Contactor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under BMO and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under BMO. 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, 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.

The Contactor shall ensure that all of its employees, including Subcontractor employees, working under BMO 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 CO immediately of this communication or action.

H.35.2 Conduct

The Contactor shall not discuss with unauthorized persons any information obtained in the performance of work under BMO; conduct business other than that which is covered by BMO during periods funded by the Government; conduct business not directly related to BMO 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 Contactor shall ensure that all of its employees, including Subcontractor employees, working under BMO 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 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. The FAR and other applicable agency specific regulatory supplements will govern task orders awarded under BMO.

Assuming no real or potential conflict of interest, an BMO Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under BMO 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.

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 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 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. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under BMO to accommodate the working environment, heeding any direction that may be provided by the BMO. 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, 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 Contactor 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.

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 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 Contactor 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 Contactor shall ensure that all of its employees, including Subcontractor employees, working under BMO 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 Contactor 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 within the two (O&M and Facility Support) service groups 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 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, any on-ramping procedure may be performed for either BMO service group at any time.

H.36.2 Vertical Contract On-Ramping

The BMO acquisition vehicle is comprised of two separate contract vehicles with identical scopes. There is BMO 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, not 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 service grouping 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 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 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 to any of the BMO service groupings 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 BMO group being applied for .
8. The terms and conditions of any resulting awards are materially identical to the existing version of the BMO 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 established BMO Groups. 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 groupl 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 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 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 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 must be reserved for high performing BMO Contractors.

Accordingly, if the BMO CO determines that any requirement of BMO is not being met a BMO Contractor may be placed into Dormant Status. Dormant status may be activated for a given BMO Group that a Contractor has been awarded or Dormant Status may be activated for all BMO Groups.

If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations 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 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.4.1-Deliverables and 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 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 CO, to provide the BMO CO with a remediation plan to correct the deficiencies/issues. If the BMO CO is satisfied with the Contractor's response, the Contractor will not be placed in Dormant Status. If the BMO CO is not satisfied with the response, or the remediation plan is not effective, the OCO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The BMO CO final decision may be appealed to the BMO 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. Contractors that are Off-Ramped have no active task orders under their BMO service group at the time of the Off-Ramping. Contractors under more than one BMO service group will only be off-ramped from the BMO service where the non-performing issues have occurred.

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

1. Permitting the Contractor's BMO 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
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 terms and conditions
7. Add off-ramping language for the contractor

(End of Section H)

PART II – Contract Clauses

Section I-Contract Clauses

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 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 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. 2005-68, effective date June 26, 2013, throughout the entire period of performance under BMO. If a future Applicable or Required provision(s)/clause(s) are to the benefit of future task orders solicited under BMO, the future Applicable or Required provision/clause may be updated by FAC No. and effective date under a bi-lateral modification to BMO.

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 Clauses

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

FAR 52.252-2 Clauses Incorporated by Reference

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
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	ARP 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflict of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistle Blower Rights	SEP 2013
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.206-6	Restrictions on Subcontractor Sales to the Government (Alternate I)	SEP 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013

52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-5	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.	DEC 2014
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
52-215-22	Limitations on Pass-Through Charges Alternate I	OCT 2009
52.216-22	Indefinite Quantity (Deviation II-FEB 2007)	OCT 1995
52.217-8	Option to Extend Services	NOV 1999
52.219-6	Notice to Total Small Business Set-Aside	NOV 2011

52.219-8	Utilization of Small Business Concern	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-9	Small Business Subcontracting Plan Alternate II	OCT 2001
52.219.14	Limitations on Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Re-representation	APR 2012
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-17	Non-Displacement of Qualified Workers	MAY 2014
52.222-19	Child Labor – Cooperation With Authorities and Remedies	JAN 2014
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222.29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Veterans	JUL 2014
52.222-36	Affirmative Action For Workers With Disabilities	JUL 2014

52.222-37	Employment Reports Veterans	JUL 2013
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Project Adjustments	MAY 2014
52-222-49	Service Contract Act- Place of Performance Unknown	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222.54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.222-56	Certification Regarding Trafficking Persons Compliance Plan	MAR 2015
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-4	Recovered Material Certification	MAY 2008
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
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
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
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-19	Contractor Personnel in a Designated Operational Area 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	DEC 2007
52.227-17	Rights in Data-Special Works	DEC 2007
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	APR 2003
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
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1	Disputes- Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law For Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
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	MAR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-4	Inspection of Services – Fixed Price	AUG 1996
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
52.525-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991

GSAR 552.102 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	AUG 2010
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.228-5	Government as Additional Insured	MAY 2009
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

52.216-22 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)

52.216-18 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 the micropurchase 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 $15B;
Any order for a combination of items in excess of $15B; 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)

52.217-9 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)

52.222-42 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.

52.252-6 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)

FAR 52.232-99 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)

GSAR 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)

Section J-List of Attachments

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

Attachment J.1 Standard Form (SF 33)

Attachment J.2 Proposal Checklists

Attachment J.3 Self Scoring Worksheets

Attachment J.4 Standardized Labor Categories and Definitions

Attachment J.5 BMO Product Service Codes (PSCs)

Attachment J.6Sustainable Product List

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

Attachment J.8 Past Performance Rating Survey

Attachment J.9 Price Template

Attachment J.9.1 Wage Determination

Attachment J.10 Relevant Project Experience Template

Attachment J.11 Project Zone Coverage Template

Attachment J.12Quality Assurance Surveillance Plan

Attachment J.13 Sub-Contracting Plan Template

Section K – Representations and Certifications (Reps and Certs)

The offeror shall fill out the Representations and Certifications with their proposal submittal.
52.212-3 Offeror Representations and Certifications—Commercial Items (MAR 2015)
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 throughhttp://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.
"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 o is, o 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 o is, o 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 o is, o 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 o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) ***Women-owned small business concern***. [***Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision***.] The offeror represents that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o 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 o is, o 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 o is, o 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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It o has, o has not filed all required compliance reports.
(2) ***Affirmative Action Compliance***. The offeror represents that—
(i) It o has developed and has on file, o 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 o 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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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) o Are, o 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) o Have, o 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) o 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) o 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 o does o 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 o does o 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)***.
o TIN: _____.
o TIN has been applied for.
o TIN is not required because:
o 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;
o Offeror is an agency or instrumentality of a foreign government;
o Offeror is an agency or instrumentality of the Federal Government.
(4) ***Type of organization***.
o Sole proprietorship;
o Partnership;
o Corporate entity (not tax-exempt);
o Corporate entity (tax-exempt);
o Government entity (Federal, State, or local);
o Foreign government;
o International organization per 26 CFR 1.6049-4;
o Other _____.
(5) ***Common parent***.
o Offeror is not owned or controlled by a common parent;
o 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: o Yes or o 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)
(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
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-6	Data Universal Numbering System	JUN 2003
52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-17	Ownership or Control of Offeror	NOV 2014
52.212-1	Instructions to Offerors- Commercial Items	APR 2014
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 Offerors-Competitive (Alternate I)	OCT 1997
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Efforts	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation of Options	JUL 1998
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
52.222-26	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans Employment Reporting Requirements	SEP 2010
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran-Representations and Certifications	DEC 2012

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.

52.209-5 Certification Regarding Responsibility Matters (Apr 2010)
(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 o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have o have not o , 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 o are not o 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 o , have not o , 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.
(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 o has not o , 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)

FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 2010) Alternate IV (OCT 2010)
Submission of certified cost or pricing data is not required.

(End of provision)

52.216-1 Type of Contract (Apr 1984)
The Government contemplates award of 10 separate Multiple Award, Indefinite Quantity, Indefinite Delivery (MA-IDIQ) task order contracts resulting from this solicitation.

(End of provision)

FAR 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.

Multiple awards shall be made in each of the Service Groups. Eight (8) awards are anticipated for the Operation and Maintenance Service Group and two (2) awards are anticipated to be awarded in the Facility Support Service Group, resulting in a total of ten (10) awards. In the event of a tie at the number ten (10) position (as applicable), all Offerors tied will receive an award in the respective service group.

(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:

Two Pershing Square
General Services Administration
Federal Acquisition Service
BMO FSSI
Attn: Josilyn Reed (Contracting Officer)
2300 Main St.
Kansas City, MO 64108
Floor 6

(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)

GSAR 552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans (MAR 2012)
An Offeror, other than a small business concern, submitting an offer that exceeds $650,000 ($1,500,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be

negotiated concurrently with price and any required technical and management proposals, unless the Offeror submits a previously-approved commercial plan.

Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as Subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an Offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as Subcontractors in the performance of the resulting contract. An Offeror submitting a commercial plan can reflect this commitment through subcontracting opportunities it provides that relate to the Offeror's production generally; i.e., for both its commercial and Government business.
GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as Subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the Offeror shall:

Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing the contract.
Include a description of the Offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.
Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.
(d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:

Review the plan to verify that the Offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.
Consider previous goals and achievements of Contractors in the same industry.
Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns.

Review the Offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The Offeror's description can apply to commercial as well as previous Government contracts.
(e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the Offeror ineligible for award.
(End of provision)

L.3 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.

A total of 2 MA-IDIQ task order contracts (Service Groups) will results from this solicitation. Offerors may compete for more than one Service Group; however, the Offeror **shall** only submit one proposal.
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)

The only exception to the above paragraph is if the Offeror is claiming an evaluation element from a qualifying meaningful relationship in accordance with the instructions in Section M.4.1.4.

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 Friday, December 18, 2015, 4:00 PM Central Daylight Time (CDT).

Proposals may be mailed (no hand deliveries will be accepted) to:
Two Pershing Square
General Services Administration
Federal Acquisition Service
BMO FSSI
Attn: Josilyn Reed (Contracting Officer)
2300 Main St.

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 . The Offeror must include the company name and solicitation number in the subject line of the email. The question(s) must include the page number, section number, section title and paragraph number that pertains to the Offeror's question(s). Please see Question Example below:

QUESTION SUBMITTAL FORMAT EXAMPLE:

Page Number	Section Number	Section Title	Paragraph Number	Question/Comment
106	L.7	Proposal Due Date and Address Location	1	Can proposals be submitted prior to the due date?

Questions not submitted 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 **November 2, 2015 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 Format

The Offeror's proposal shall be formatted into four (4) separate sections (can be in the same binder or more if needed) 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 SF 33
- Proposal Checklist
- Self Scoring Worksheet
- Meaningful Relationship Commitment Letters (if applicable)
- Existing 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
- Subcontracting Plan
- Sustainability Plan
- Quality Control Plan
- Past Performance

L.10.4 Section 4- Price

The Price Section consists of the following sub-sections:

- Price
- Price Template

Number of Copies:

The Offeror shall submit **ten (10)** copies in two (2) separate versions of the proposal. The Offeror shall submit ten (10) paper versions of the proposal and ten (10) electronic versions of the proposal.

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
- 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:

- The DVD+R shall be labeled with the Solicitation Number and Company
- Offerors shall include all four (4) sections in separate electronic folders and proposal documents on to a single 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 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 all both 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:

Two Pershing Square
General Services Administration
Federal Acquisition Service
BMO FSSI
Attn: Josilyn Reed (Contracting Officer)
2300 Main St.
Kansas City, MO 64108
Floor 6

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 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 Cost/Price Template in Section J. The Self Scoring Worksheet and Cost/Price Template shall be in Microsoft Office Excel - 2007 (.xls) format.

L.10.5 Proposal Format Table

Proposal Format Table

Section #	Sub-Section #	Title #	Format or Template	Page Limitation	Example File Name
1	M.4.1.1	Standard Form (SF) 33	SF 33	Limited to the SF 33 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

	M.4.1.4	Meaningful Relationship Commitment Letters (MRCL)	Pages should be 8.5 x 11 inches; font type and size (12) point Arial; Margins of 1 inch	1 Page per MRCL. Each MRCL must be separate and distinct	XYZ.SEC1.MRCL1.pdf XYZ.SEC1.MRCL2.pdf XYZ.SEC1.MRCL3.pdf
	M.4.1.5	Existing 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
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	Submit Section K in its entirety	Limited to Section K. 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	SF 1408	Limited to the SF 14809 only	XYZ.SEC2.1408.pdf
	I.3 and L.2	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	Section J, Relevant Project Experience Template	Limited to the template and word restrictions referenced in the template. No page limitations	XYZ.SEC3.RPE1.O&M or FSS. Pdf XYZ.SEC3.RPE2. O&M or FSS. Pdf XYZ.SEC3.RPE3. O&M or FSS. Pdf Etc.
	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;	Plan shall not exceed 4 pages.	XYZ.SEC3.SUSP.pdf

			Margins of 1 inch		
	M.4.10	Subcontracting Plan	Template GSAM Appendix 519A, or equivalent model addressing requirements	Limited to template or equivalency, no page limitations.	XYZ.SEC3.SUBK.pdf
	M.4.11	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.PRICE.xlsx

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.

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(End of Section L)

Section M- Evaluation Factors for Award

M.1 Basis for Awards

The source selection process on BMO 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, 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, Project Locations relevant to Zone 1, Subcontracting Plan, Sustainability Plan, Quality Control Plan, and Past Performance.

BMO will consist of two (2) MA-IDIQ task order contracts, referred to as Service Groups (O&M and Facility Support Services). Multiple awards shall be made in each of the two (2) Service Groups.
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 Offerors proposal being rejected as being non-conforming to solicitation requirements.

The Government may to award contracts without discussions. Initial proposals must contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions when determined necessary.

M.2 Screening and Evaluation Process

The BMO evaluation team will perform a two-step screening process for all offers received. First, the team will verify that all support documentation exists for all the evaluation elements in accordance with the Offeror's Proposal Checklist Attachment submitted in accordance with Section J and compare it to the Offeror's self scoring worksheet submitted in accordance with Section J. Any discrepancies will be treated as clarifications.

Once the screening process is complete, the BMO evaluation team will assign a preliminary score in accordance with the Scoring Table in Section M.5-Scoring Table for all offers.

Once the preliminary scoring is complete for all offers, the BMO evaluation team will sort the offers by highest score to lowest score for each Service Group (O&M and Facility Support Services) and develop a competitive range.

The BMO evaluation team will then verify offers that fall within the competitive range have successfully passed all of the Acceptability Review requirements in Section M.3 Acceptability Review of the solicitation.

Any Offeror in the competitive range based upon score, who fails any of the criteria listed in the Acceptability Review in Section M.3 Acceptability Review., will be removed from consideration for award and notified, in writing, as soon as practicable. The next highest rated Offeror(s) (based upon score) who passes the Acceptability Review shall be added in the eliminated Offerors place.

Following the Acceptability Review screening, the evaluation team will then evaluate and verify the support documentation for each and every evaluation element that has been stated in the Offeror's proposal checklist and self scoring worksheet.

In the event that an evaluation element claimed is unsubstantiated or otherwise not given credit for, the Offeror's preliminary score shall have the point value of the refuted evaluation element deducted and the Offeror will be re-sorted based upon the revised preliminary score. If the Offeror remains in the competitive range of the evaluation of the offer shall continue. If the Offeror does not remain in the competitive range, the next highest rated Offeror (based upon score) who passes the Acceptability Review shall be added to the top rated and evaluation shall begin on that offer.

Once the offers in the competitive range have been evaluated and validated, the evaluation team will then check to verify that these Offerors have proposed fair and reasonable pricing. In the event that an Offeror has not provided fair and reasonable pricing, the Offeror can be eliminated from further consideration for award unless discussions are conducted.

The evaluation process shall continue this cycle until the top rated in the competitive range apparent successful Offerors are identified in each BMO Service Group that represent the highest technically rated offers (based on scores) with a fair and reasonable price. Once this has been accomplished, 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 content 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 SF 33, Self Scoring Worksheet, Meaningful Relationship Commitment Letters (if applicable), and Existing 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 information under Section 1-General Information:

M.4.1.1 Standard Form (SF) 33

Offeror" means the official legal bidding entity identified 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.

Using the SF 33 form, Solicitation, Offer and Award, posted as page 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 SF 33 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 SF 33

The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV 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 provide answers to all the questions in accordance with Section J, Attachment, titled "Proposal Checklist". No other format or additional proposal documentation will be considered.

M.4.1.3 Self Scoring Worksheet

The Offeror shall submit Section J, Attachment titled, "Self Scoring Worksheet". No other format or additional proposal documentation will be considered.

M.4.1.4 Meaningful Relationship Commitment Letters (MRCL), if applicable

Within a corporate structure, an Offeror may utilize resources from a Parent Company, Affiliate, Division, and/or Subsidiary. GSA **will** allow an Offeror to take credit for any evaluation element, including relevant experience project(s), from a Parent Company, Affiliate, Division, and/or Subsidiary so long as there is a meaningful relationship to the Offeror and commitment letters are provided to the Government. Outside a corporate structure, such as a "Subcontractor" performance under a "Prime" Contractor, GSA will **not** allow an Offeror to take credit for any evaluation element, including relevant experience project(s), system(s), or certification(s) as a "Subcontractor" in accordance with the following definition. "Prime" Contractor means the Contractor has privity-of-contract with the Government for all contractual obligations under a mutually binding legal relationship with the Government. 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

Contractor)
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)

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.

"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.
For the purposes of BMO, a "meaningful relationship" exists within a corporate structure when at least one of the following conditions exists:

- An entity is a wholly owned subsidiary of a parent organization
- An entity is a parent of a wholly owned subsidiary
- An entity operates under a single internal operational unit
- An entity operates under a consolidated accounting system
- An entity operates under a consolidated purchasing system
- An entity operates under a consolidated human resources or personnel system
- An entity operates under common policy and corporate guidelines
- Operating structure between the entities includes internal organizational reporting lines and management chains for "lines of business" that operate across the formal corporate subsidiaries

When an Offeror is sharing resources from other entities by way of a Meaningful Relationship within a Corporate Structure, only one Offer (e.g., proposal) from that Corporate Structure shall be submitted. For each meaningful relationship identified for BMO proposal elements, the Offeror must provide a

Meaningful Relationship Commitment Letter that includes the following:

- Clear and legal identification of the meaningful relationship between the Offeror and entity identified.
- A statement of commitment as to the performance and utilization of the identified entity's resources on BMO task orders.
- Each applicable proposal element must be clearly and specifically identified
- Signatures of both the Offeror and Meaningful Relationship Entity

In the event that a parent organization has complete and full control over all meaningful relationship entities, the parent entity may prepare a single Meaningful Relationship Commitment Letter that identifies all elements required above.

For example, if ABC Inc. is the official legal bidding entity and ABC Inc. is taking credit for their subsidiary, Best R&D L.L.C.'s DCMA approved "Purchasing System"; ABC Inc. must show how BMO task orders will be processed through Best R&D L.L.C.'s Purchasing System. Furthermore, ABC Inc. must submit a "commitment letter", between ABC Inc. and Best R&D L.L.C. that they will, in fact, process ABC Inc.'s BMO task orders through Best R&D L.L.C's Purchasing System. This example applies to all the proposal submission documents that involve resources/experience from other than the official legal bidding entity.

Meaningful relationship commitment letters will be incorporated by reference into any resulting contract award

M.4.1.5 Existing Joint Venture or Partnership, if applicable

"Contractor Team Arrangement" means an arrangement in which two or more companies form a Partnership or Joint Venture to act as a potential Prime Contractor (See FAR 9.601(1)); or, a potential Prime Contractor agrees with one or more other companies to have them act as its Subcontractors under a specified Government contract or acquisition program (See FAR 9.601(2). For the purposes of submitting an Offer under this solicitation, an existing CTA as defined in FAR 9.601(1) is allowable in accordance with the following paragraphs. Any Prime/Subcontractor CTA as defined in FAR 9.601(2) is not allowable and will be rejected.

An offeror must have proven experience and performance as a CTA in the form of a Partnership or Joint Venture in the accordance with this section. An Offeror may submit a proposal under an existing CTA in the form of a Partnership or Joint Venture only if the existing Partnership or Joint Venture has a corresponding DUNS Number in the CCR and/or SAM.GOV. Proposal submission documents can be either submitted by the individual members of the existing Partnership or Joint Venture or can be in the name of the existing Partnership or Joint Venture.

For example purposes, A Company, B Company, and C Company formed a Joint Venture called, ABC Incorporated. A relevant experience project in the name of A Company, B Company, C Company or ABC Incorporated is an eligible project under this solicitation

Offerors who are an existing Joint Venture or Partnership 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))

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 that established the CTA relationship, 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 existing 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 and meeting the performance standards in Section F.4-Perfomance 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.4.2 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), Federal Awardee Performance and Integrity Information System (FAPIIS), the certification at FAR 52.209-5 (Section K), Section K in its entirety 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)

The Offeror shall have an active registration in SAM (System for Award Management) at prior to submission to the solicitation. The offeror must not be on listed on the Excluded Parties List System (ELPS), The Offeror must maintain annual registration.
The Offeror shall submit a current copy of their SAM registration to include ELPS information.

M.4.2.2 Federal Award Performance and Integrity Information System

In making the determination of responsibility, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), the Excluded Parties List System (EPLS), the Offeror's Representations and Certifications (Section K), the Offeror's qualification and financial information (GSA Form 527), and any other pertinent data 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, located at www.gsa.gov/forms, GSA Form 527

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.

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 Relevant Experience Projects

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 Offeror's Technical Proposal Projects will be initially evaluated on a pass/fail basis in regards to meeting the minimum proposal submission requirements in this section.

Offerors who pass the Technical Proposal minimum proposal submission requirements will be scored in accordance with Section M.5- Scoring Table.

The Technical Proposal shall consist of a written narrative with supporting data 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. Offerors may provide proposals for one or both service group. If an offeror is proposal both service groups the offeror shall submit one proposal under O&M and propose Facility Support Services as optional services. Offerors must submit technical experience for the identified service in each BMO Service Group. Optional services are not required to obtain a BMO contract, however additional evaluation credit will be given to offerors proposing optional services.

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 factors:**

- Relevant Project Experience
- Project Locations
- Staffing Plan
- Professional Compensation Plan
- Uncompensated Overtime Policy

- Subcontracting Plan
- Sustainability Plan
- Quality Control Plan
- Past Performance

M.4.3.2 Relevant Project Experience

The offeror shall submit three (3) different projects **per** service offering that is similar in scope for the offered services. The offeror can submit projects covering multiple service offerings but must identify the services covered under the project submitted. Each service offering (required and optional) must have three (3) projects total. Each project must clearly demonstrate the experience covering a variety of services covered in the service category. Relevant experience is tied solely to the three (3) projects per service offering submitted. All projects must be submitted using the Relevant Project Experience Template (see Section J, Relevant Project Experience Template)

M.4.3.2.1 Pass/Fail Requirements for Relevant Project Experience

To be eligible for award, the Offeror must pass 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 template in accordance with the instructions in Section J, Relevant Project Experience Template, the offer shall submit **three (3)** different distinct relevant projects **per** service offering (e.g. HVAC, Electrical Maintenance, Janitorial Services, etc) that is similar in scope for the service categories listed in Section C. Additional instructions for filling out the Relevant Experience 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 services offered per service category for all the required services and optional services (if applicable) for each service Group (O&M and Facility Support Services). The BMO Service Groups are described in Section C.

2. Each project must have been completed within the past Three (3) 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.

3. Each project may be any combination of U.S. Federal Government, U.S. State Government, and Non-Government/Commercial can be submitted.

4. Each project can be located within the Contiguous United Stated to include Alaska and Hawaii.

5. Per the Relevant Project Experience Template, each Project shall identify the following:
    - List the building type
    - List the building size (square footage)

- List how many stories are in each building
- List the services coverage relevant to the Scope of Services (Section C) for both required and optional services
- Performance period (including base and options)
- Total dollar value (including base and options)
- Number of trade skills employed and number of exempt positions employed
- A complete, clear, concise detailed statement of the description of services covered in the project, including how the offeror provided the services

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.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.

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 Points Relevant Project Experience with Subcontracting/Teaming with Small Business

For **each** relevant project experience submitted, the Offeror will receive additional points if the project involves Subcontracting/Teaming for services with at least 2 separate entities that are certified as small business (including socio-economic statuses). For the purposes of this evaluation, a “separate entity” is defined as a business entity that does not have a meaningful relationship with the Offeror (See M.5- Scoring Table).

M.4.3.2.5 Additional Evaluation Criteria Points for Relevant Project Experience for Optional Services

For **each** of the Optional Services Offerings (defined in Section C) submitted for relevant project experience in accordance with Section M.4.3.1-Relevant Project Experience, 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. Projects must meet the project requirements defined in Section M.4.3.1- Relevant Project Experience.

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

The Offeror must be able to identify their capability of providing service coverage to all the locations listed in Zone 1 (**Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia and the District of Columbia) See Section C.** The offeror must submit zone coverage information on the **"Project Zone Coverage Template**" (see Section J).

M.4.4.1 Pass/Fail Requirements for Project Zone Coverage

To be eligible for award, the Offeror must pass the minimum requirements identified that are identified as pass/fail requirements identified below:

The offeror shall submit a capabilities statement identifying the following:

1. Contractor's overall capability of providing service coverage for all states in Zone 1 (Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia and the District of Columbia).
2. Identify which states in Zone 1 you have previously or currently provide BMO services.
3. Identify which states in Zone 1 you have never provided coverage for. If you have never provided coverage for states in Zone 1, provide written narrative identifying the contractors capability to provide coverage to those states.

M.4.4.2 Additional Evaluation Credit for Multiple Project Locations in Zone 1

The offeror will receive additional evaluation credit for any of the three (3) projects submitted per service offering (required services only) that covers multiple (more than one) locations listed in Zone 1.

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, responsibilities and physical locations (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 (if available) for individuals who will serve in key positions (if available)
- General description of the overall level of staffing that will be provided to successfully meet the requirements of the statement of work (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 approach to accomplishing work given the geographic dispersion of facilities and proposed physical locations of employees
- 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 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 MA-IDIQ.

The professional employee compensation plan will be incorporated by reference into any resulting BMO 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 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 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 **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 Services. The plan shall describe in detail how the offeror will meet the minimum sustainability requirements identified in the Scope of Services Section C. It shall also describe any sustainable practices above and beyond the minimum requirements that will be implemented during contract performance. At a minimum, the plan shall address the following:

- Use of Green Products
- Sustainability in Concessions
- Recycling/Waste Minimization and Management
- Energy and Water Conservation
- Education and Promotion
- Other Sustainable Practices
- Sustainability Prior Experience (see Section M.4.9.1)

The offer does not need to specify which green products it intends to use or supply during contract performance. However, the offeror must provide a reasonable assurance that the offeror understands and will comply with all green product requirements. As detailed in the Performance Requirements section, the successful offeror will be required to provide a comprehensive green product list within thirty (30) days of contract award.

M.4.9.1 Sustainability Plan Prior Experience

Each offer shall 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 shall 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 Government will evaluate the Offerors approach toward implementing and promoting sustainable practices in all aspects of BMO based on the proposed Sustainability Plan. The Sustainability Plan must provide a reasonable assurance that all sustainability-related performance requirements will be met.

M.4.9.2 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.4.9.3 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 Subcontracting Plan

A small business concern as defined in FAR 52.219-28 is not required to submit a Subcontracting Plan. For other than small business concerns, the Offeror shall provide a Subcontracting Plan.
Although an Individual Subcontracting Plan is preferred, an Offeror may choose to submit any type of Subcontracting Plan.

The General Services Administration Manual (GSAM), Appendix 519A-Small Business Subcontracting Plan Outline (Model) provides a model Subcontracting Plan as a template for Offeror's that need assistance in developing a Subcontracting Plan at the following location:
http://www.acquisition.gov/gsam/current/html/Part519AppA.html#wp1868782

If an Offeror chooses to use the model at GSAM Appendix 519A, the Offeror must adapt the model to fit their situation. The model is not a fill-in-the-blank form and the Offeror must remove all instructional language. The model does not establish minimum requirements for an acceptable plan.
GSA expects Offerors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan Requirements, and GSAR 552.219-72, Preparation, Submission, and Negotiation of Subcontracting Plans.

GSA's commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as Subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the Offeror's Subcontracting Plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

In addressing the eleven elements described at FAR 52.219-9(d), the Offeror shall demonstrate that its Subcontracting Plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An Offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns

The Subcontracting Plan shall include a description of the Offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the Offeror shall demonstrate through its plan that it understands the small

business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

GSA believes that BMO provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as Subcontractors. As a result, Offerors that choose to submit Individual Subcontracting Plans must contain robust small business subcontracting goals. The following percentages reflect GSA's subcontracting goals for BMO; however, the Offeror's Subcontracting Plan should only contain realistic goals that are attainable to the Offeror's individual circumstances.

Small Business	50%
HUBZone Small Business	3%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
Veteran-Owned Small Business	3%
Service-Disabled Veteran-Owned Small Business	3%

Under an Individual Subcontracting Plan, the total estimated subcontracting dollars planned to all types of business concerns must be provided, then *separately* state the dollars that will be subcontracted to each category. All percents for each category will be expressed as a percentage of the total subcontracting dollars to all concerns (both large and small).

The small business dollar amount must include all sub-group category amounts; *i.e*., HUBZone, SDB, WOSB, VOSB, SDVOSB (plus any "other small" businesses that do not fall within one of these specified subgroups). Note that Alaskan Native Corporations (ANCs) and Indian tribes are included in the Small Disadvantaged Business and total small amounts.

Only the large plus all small should equal the total in both dollars and percents. Do not add together subgroups to reach the total small figure, as the same dollars can be double and triple counted for each group as applicable. Dollars and percentages to large and total small businesses (all inclusive) must equal the total subcontracted to all categories in both dollars and percentages.
For example, the total dollars to be subcontracted in the table below is provided for example purposes only to show proper math calculations only.

Categories	Sample Dollars	Percentage
Total dollars to be subcontracted Base Period and Option I:	$1,000,000	100%
To: Large Business	$500,000	50%
To all: Small Businesses (includes all the sub-categories listed	$500,000	50%
HUBZone Small Businesses	$30,000	3%
Small Disadvantaged Businesses	$50,000	5%
Women-Owned Small Businesses	$50,000	5%
Veteran-Owned Small Businesses	$30,000	3%
Service-Disabled Veteran-Owned Small Businesses	$30,000	3%

The subcontracting plan will be incorporated by reference into any resulting BMO MA-IDIQ
The Offeror's subcontracting plan must be determined acceptable. The Offeror will be evaluated in accordance with GSAR 552.219-72, Preparation, Submission, and Negotiation of Subcontracting Plans

(MAR 2012). Offeror's with DCMA approved DoD Comprehensive Subcontracting Plans are considered acceptable

M.4.10.1 Pass/Fail Small Business Subcontracting Plan

The Offeror shall submit a small business Subcontracting Plan for this requirement. The submission of a subcontracting plan is a pass/fail requirement.

M.4.11 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". The surveys must be submitted on the template in Section J Attachment Past Performance Survey. No other format will be accepted.

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
11. Overall rating of the Contractor's performance
12. 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 See Section- Past Performance Survey), each past performance criteria element 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 will pass the Acceptability Review. If the combined average score is 2.99 or below, the Offeror will **fail** Acceptability 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

M.4.11.1 Past Performance PPIRS (for information that exists)

In addition to the past performance surveys requirement for the relevant experience projects submitted under Section M.4.11-Relevant Project Experience 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 Table

After the Acceptability Review is conducted on a pass/fail basis, only those proposals that pass will receive additional points based on the following scoring table (s):

O&M 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	12	120	
M.4.3.2.4	Relevant Experience Project with Subcontracting/Teaming with Small Business	10	12	120	
M.4.3.2.5	Relevant Project Experience for Optional Services	20	13	260	
M.4.3.2.6	Relevant Project Experience with Extended Contract Duration	5	12	60	
M.4.3.2.7	Relevant Project Experience for Large Square Footage Projects	5	12	60	
M.4.3.2.8	Relevant Project Experience with Innovative Approaches to Savings	15	12	180	**800**
M.4.4 Project Zone Coverage					
M.4.4.1	The offeror will receive additional evaluation credit for any of the three (3) projects submitted that covers multiple locations listed in Zone 1.	10	12	120	**120**
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.4.11 Past Performance					
M.4.11	Past Performance Survey with an average scoring of 3.50 to 3.99	10	3	30	
M.4.11	Past Performance Survey with an average scoring of 4.00 to 4.49	15	3	45	
M.4.11	Past Performance Survey with an average scoring of 4.50 to 5.00	20	3	60	60
			Total Possible Points		**1030**

Faciltiy Support 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 Experience Project with Subcontracting/Teaming with Small Business	15	6	90	
M.4.3.2.5	Relevant Project Experience for Optional Services	25	3	75	
M.4.3.2.6	Relevant Project Experience with Extended Contract Duration	10	6	60	
M.4.3.2.7	Relevant Project Experience for Large Square Footage Projects	15	6	90	
M.4.3.2.8	Relevant Project Experience with Innovative Approaches to Savings	20	6	120	**495**
M.4.4 Project Zone Coverage					
M.4.4.1	The offeror will receive additional evaluation credit for any of the three (3) projects submitted that covers multiple locations listed in Zone 1.	12	6	72	**72**
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	30	1	30	**30**
M.4.11 Past Performance					
M.4.11	Past Performance Survey with an average scoring of 3.50 to 3.99	8	3	24	
M.4.11	Past Performance Survey with an average scoring of 4.00 to 4.49	10	3	30	
M.4.11	Past Performance Survey with an average scoring of 4.50 to 5.00	12	3	36	**36**
			Total Possible Points		**633**

M.6 Section 4-Price

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete. The Offerors price proposal will be used to determine whether the ceiling rates proposed for each labor category are fair and reasonable.

Offerors will propose firm fixed price (FFP) rates for all applicable Department of Labor (DOL) Bureau Labor Statistics (BLS) Service Occupation Classification (SOC) labor categories. Rates will be broken down by the base rate based on Contract Labor Standards (formerly known as Service Contract Act), Wage Rate Requirements Statute (formerly known as Davis Bacon Act), Collective Bargaining Agreements, etc as applicable), health and welfare rates, overhead rates, general and administrative expense (G&A), and profit to show the fully burdened rates for the Washington, D.C. area.

The Washington, D.C. Contract Labor Standards wage determination will be provided in the solicitation package for offerors to use in populating the price template provided with the solicitation. The Price Template (See Section J) will show each offered labor category, direct rate, health and welfare rate, overhead, G&A, profit, and fully burdened rate.

The fully burdened rates will be evaluated for reasonableness. Successful offerors will then be required to use the ceiling overhead, G&A and profit rates (percentages) as proposed in the price template, on all task orders to develop the fully burdened rates to be used at the order level utilizing the prevailing wage rates for the delivery areas of the task order. Future price adjustments will be to the base and health and welfare rates only at the task order level based on changes in the prevailing wage rates in accordance with the Fair Labor Standards Clause.

Offerors will propose firm fixed price (FFP) labor rates for all applicable exempt labor categories (professional). 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. The fully burdened rates will be evaluated for reasonableness. Successful offerors will be required to use the fully burdened ceiling rates, as proposed in the price template, on all task orders. Offerors will propose rates for all exempt labor categories for the base contract and option periods (15 years), incorporating any proposed increases. The pricing for the base and option years pricing will be evaluated for reasonableness by the BMO CO using available public market indicators.

For Price proposals, Offerors shall use the Microsoft Excel Spreadsheet in Section J “Price Template”.

The Offeror shall propose firm fixed price (FFP) hourly rates for all applicable BLS SOC standardized labor categories (see Section J, Standardized Labor Categories). At a minimum the rate shall include a breakdown illustrating the following:

- Base rate (based on Service Contract Labor Standards, Wage Rate Requirements, Collective Bargaining Agreements, as applicable)
- Health and welfare rate
- Overhead
- G&A
- Profit
- Fully Burdened Rate

In addition to the offered rate breakdown the offeror should also provide previous Government (if applicable) and commercial prices for the labor categories offered that are similar to the BLS SOC proposed labor categories.

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) 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 - $1M-$4,999,999**
- **Tier 2 - $5M-$9,999,999**
- **Tier 3 - $10M+**

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.

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 various techniques:

- Comparison of proposed prices with prices obtained through market research for the same or similar services
- Comparison of proposed prices received in response to the solicitation
- Comparison of previously proposed prices for the same or similar items, if both the validity of the comparison and the reasonableness of the previous price(s) can be established.

Due to the majority of services being readily available from the commercial marketplace, price estimates will not be derived from employing usual Government estimating techniques to include, life cycle, design-to-cost, and should-cost methodologies, but will utilize commercially available pricing based off of offerors existing commercial and government pricing that is similar to labor categories offered, and the use of competitive procedures to determine the basis of fair and reasonableness.

M.6.3 Price Template Instructions

Please see Section J for “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 in Section J. The submittal of price proposal is a pass/fail requirement.

(End of Section M)