

C. PERFORMANCE WORK STATEMENT (PWS)

SECTION 1

GENERAL CONTRACT REQUIREMENTS

1.0 General: This is a non-personnel services contract to provide Mechanical Engineer Services for the Architectural & Engineering (A&E) Services Branch. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.0.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform engineering services as defined in this Performance Work Statement (PWS), except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.0.2 Background: Region 10, The Northwest/Arctic Regions' Public Buildings Service (PBS) manages federal space and provides real estate solutions to government agencies located in Alaska, Idaho, Oregon, and Washington. It delivers services through four Customer Service Centers and nine Field Offices. Region 10 PBS manages a portfolio of over 9.3 million square feet of federally owned space and 6.2 million square feet of leased space in 106 owned and 487 leased facilities.

1.0.3 Purpose: The contracted employee will directly collaborate as a member of the Architectural and Engineering Services (AES) Branch as well as support other various personnel and programs that are essential to the success of the Design & Construction, Planning, Acquisition, Facilities Management, and Leasing Divisions as well as achievement of agency and legislative goals. The Mechanical Engineering Program in the Northwest/Arctic Region (R10), which covers the states of Alaska, Washington, Oregon, and Idaho, requires a licensed Mechanical Engineer to work closely with other AES staff, Project Managers, Property Managers, Asset Managers, and Client Planning Managers, and Facilities Operations Support personnel. The contracted employee will focus on, but not limited to, the following: providing Mechanical Engineering consultation on inquiries for owned as well as leased facilities; reviewing design documents and construction submittals on repair and alterations projects as well as capital projects; making determinations of the mechanical engineering acceptability of proposed and completed work in existing facilities; and managing pre design studies. The projects that will require consultation and mechanical engineering effort may vary between \$10,000 and \$100 million and involve multiple disciplines. The contracted employee shall have experience managing projects of this size and complexity.

1.0.3 Objectives: Primary objective is to directly provide and collaborate as a member of the Architectural and Engineering Services (AES) Branch as well as support other various personnel and programs that are essential to the success of the Division.

1.1 Scope of Work: The Mechanical Engineering position will support the Architectural and Engineering Services Branch, focused on planning, design, construction, and leasing projects

throughout the four-state region. The Mechanical Engineer is a technical professional who will have support responsibility for several aspects of the Mechanical Engineering program as outlined in the tasks below. The work will encompass technical review and consultation, and will advise/advocate excellence in the following: requirements development (i.e. Mechanical Engineering programming); condition assessments and inspections; predesign, design, and construction support services; and study planning and management. The Mechanical Engineer position is expected to act in the capacity of Subject Matter Expert (SME) in the areas of Mechanical Engineering programming, building enclosures, code analysis, building design (Mechanical Engineering), and historic preservation.

1.1.1 Period of Performance: The period of performance shall be for a Base Period of Performance with four one-year option periods, if exercised. The Period of Performances are:

Base Period July 15, 2022 through July 14, 2023
 Option Year 1 July 15, 2023 through July 14, 2024
 Option Year 2 July 15, 2024 through July 14, 2025
 Option Year 3 July 15, 2025 through July 14, 2026
 Option Year 4 July 15, 2026 through July 14, 2027

1.1.2 Recognized Holidays: Contractor is not required to perform services on holidays.

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|--------------------------------------|---|
| New Year's Day | Memorial Day |
| Labor Day | Thanksgiving Day |
| Martin Luther King Jr.'s Birthday | Juneteenth National Independence Day |
| President's Day | Christmas Day |
| Veteran's Day | |

1.1.3 Place of Performance: The work to be performed under this contract will be performed at:
 (xxx "Name of Bldg, Street Address, City, Sate, Zip Code")

1.1.4 Hours of Operation: The contractor employees must be available between the hours of **7:30 am – 4:00 pm Monday thru Friday, 8 hours a day, for a total of 40 hours per week**, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. With prior approval working hours may be adjusted but cannot be earlier than 6:00 am and not later than 6:00 pm and may not exceed 10 hours a day. The Contractor will not be reimbursed when the government facility is closed. The Contractor must at all times maintain an adequate workforce for the *uninterrupted* performance of all tasks defined within this PWS when the Government facility is not closed. When providing contract employees, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.1.5. Telework: Should the need for situational telework be required, it will be coordinated and agreed upon by the COR. The Contractor shall be responsible for furnishing all equipment, supplies, connectivity, facilities, services, telephone, internet access, etc., required for telework.

The Government shall not provide any supplies or services for work performed outside a government facility except for a GSA issued firewall secured laptop to be used in a government facility and can be used for teleworking.

1.1.6 Contractor Travel: Contractor travel is required to support this requirement. Local travel is not reimbursable, and is defined as travel within 50 miles of GSA's Regional Office Building. Travel outside of 50 mile radius requires approval in advance by the COR.

1.1.6.1. Travel Reimbursement. The Government is not obligated to reimburse the contractor for travel that is not approved by the COR prior to the travel occurring. Travel reimbursement amounts will be in accordance with the Federal Travel Regulations, only direct travel costs (e.g. Airfare, rental car, and lodging) will be reimbursed. Travel reimbursement is not to exceed the designated amount listed under the Travel CLINs.

1.2 Staffing Plan

1.2.1 The Contractor shall adhere to the submitted staffing plan that is submitted prior to award as part of the quote package.

Contractor shall submit staffing/subcontractor plan that provides sufficient numbers of staff at the various levels of expertise to ensure all scheduled and unscheduled services are performed and conditions are maintained to avoid any disruption to the tenant.

Any changes to the proposed staffing levels, qualifications of proposed staff or key personnel, or the areas of expertise or disciplines of the proposed staff shall be submitted for review and approval from the CO or their designee.

1.2.2 Key Personnel: Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel." The contractor agrees that such personnel will not be removed from the contract work or replaced without compliance with the following:

1.2.2.1. If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor will, subject to the concurrence of the Authorized Representative, promptly replace personnel with personnel of equal ability and qualifications.

1.2.2.2. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Authorized Representative. The Authorized Representative will promptly notify the contractor of approval or disapproval in writing.

1.2.3 Appearance and Uniforms

a) Contractor personnel shall present a neat appearance and be easily recognized.

1.2.3.1 Standards of Conduct

a) 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 its employees, as necessary.

- b) Each employee must adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government.
- c) Smoking is only allowed in designated areas on the property and no smoking is allowed within the Facility.

- d) It is understood that any “contracted employee” assigned to the performance of the work hereunder, if in conflict with the best interests of the Government, shall be immediately removed from the assigned position.
- e) The POC may elect to direct the retention of an individual on a task until a replacement has been approved, or reported, or until a transition has occurred.
- f) Employment and staffing difficulties shall not be justification for failure to meet established schedules, and if such difficulties impair performance, the contractor may be subject to default.

1.2.4 Employee Identification. 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.

- a) 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.
- b) The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.
- c) 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.

1.2.5 Language. On-site personnel and the Contractor’s Point of Contact (POC) for GSA need to be proficient in English, and must be able to read, write, speak, and understand English.

1.2.6 Contingency Personnel Plan: The “contracted vendor” will describe their proposed solution for this effort. The “contracted vendor” will provide a specific plan that addresses the staffing plan and rationale, and other resources that will be committed in the event of a “contracted employees” personal crisis, need for a Leave of Absence, or another unforeseen event.

1.2.7 Security

- a) The Contractor shall be responsible for safeguarding all Government property provided for Contractor use in accordance with the Government Property (GP) clause, Federal Acquisition Regulation (FAR) 52.245-1.
- b) Any loss of integrity in the lock and keying system shall be immediately reported to the COR.

1.2.7.1 Key Control

- a) The Contractor shall develop procedures covering key control that shall be included in the QC plan and shall be submitted prior to award as part of the quote package, (Ref Exhibit 2.4).
- b) The Contractor shall follow the building's key control program; refer to Policy 5900.1ADM, Physical Access Control Systems in U.S. General Services Administration Controlled Space.
- c) Keys issued to the Contractor or the Contractor's personnel, or subcontractors shall be signed for and not transferred to other personnel unless recorded in the key control log.

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Mechanical Engineering Services A&E

- d) The Contractor shall be financially liable and shall furnish locksmith services and key blanks for installation and removal of locksets and tumblers, and costs associated with re-keying due to the loss of a master key by Contractor or subcontractor.

1.2.7.2 Lock Combinations and Pass codes

- a) The Contractor shall establish and implement methods of ensuring that all lock combinations and pass codes are not revealed to unauthorized persons.
- b) The Contractor shall ensure that lock combinations and pass codes are changed when personnel having access to the combinations no longer have a need to know such combinations.
- c) These procedures shall be included in the Contractor's Quality Control Plan.

1.3 Quality Control Program. A Quality Control Program (QCP) shall be developed and implemented by the Contractor with procedures to identify, prevent, and ensure non-recurrence of defective services.

- a) The Contractor's QCP shall ensure Contract compliance with the contract requirements.
- b) In the event the Government Quality Assurance Program identifies deficiencies the Contractor shall implement progressively responsive quality control measures commensurate with the severity of the Government's deficiencies.
- c) Deficiencies identified by the QCP shall be documented and corrected.

1.3.1 Quality Control Plan

- a) The "Quality Control Plan" (QCP) is the Contractor's complete written system for identifying and correcting deficiencies in the quality of services. Preparation of the QCP is the responsibility of the Contractor and is submitted prior to award as part of the quote package, (Ref Exhibit 2.1) and within 30 calendar days of any changes (Ref Exhibit 2.5) to the CS/ CO for acceptance of proposed changes.
- b) The QC plan, revisions or updates shall be submitted for approval by the CO or designee. A review of the QC Plan can be initiated by direction of the CO or designee.

1.3.2 Quality Control Plan Content. The QC plan shall detail the Contractor's methods, frequencies, documentation, and remedies for ensuring that work performed is of the highest quality.

- a) It shall describe procedures for correcting problems and addressing quality assurance

findings by the Government.

b) The Contractor shall further customize the QC plan describing the Contractor's overall approach, prevention, roles and responsibilities as it relates to quality control. c) The QC plan is to be submitted for review and approval to the CO or designee within 30 calendar days of any changes or updates (Ref Exhibit 2.5).

1.4 Quality Assurance. The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

As part of the Government's quality assurance program, the Government may: a) Review and, if warranted, reject any reports or other submittals required from the Contractor.

- b) Review performance and any computerized or hard copy records maintained by the Contractor documenting performance under this Contract and require correction of any unsatisfactory conditions noted.
- c) Determine the adequacy of the Contractor's QCP and documentation and the overall success of this program. The Government shall order improvements if it determines the program is insufficient or ineffective.
- d) Conduct physical inspections of facility equipment and systems, including programs and files maintained on computers in Contractor onsite offices and work areas, and require correction of deficiencies noted.
- e) Perform inspections with Government personnel or independent third-party inspectors.

1.4.1 Government Monitoring

- a) The Government shall inspect the Contractor's performance using a quality assurance program (QASP) through random inspections, scheduled inspections, or any other method of inspection by the CO or designee that the Government determines reflects the actual performance of this Contract.
- b) Contractor performance shall be evaluated on the basis of the performance success or deficiencies, success or failure in meeting contract requirements, and the Contractor's record of correcting deficiencies when noted.
- c) While corrective actions shall be noted, a record of significant performance deficiencies shall lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.
- d) The Contractor shall meet with the CO or designee and other Government representatives at a minimum quarterly, at the discretion of the CO or designee, to review Contract performance.

1.4.2 Performance Evaluations

- a) Contractor performance shall be evaluated on the basis of the performance success or deficiencies, success or failure in meeting contract requirements, and the Contractor's record of correcting deficiencies when noted.
- b) A mutual good faith effort shall be made by all parties to resolve all issues. c) GSA uses the Contractor Performance Assessment Reporting System (CPARS) to evaluate

the Contractor's performance. Evaluations are generally conducted annually on or about the anniversary date of the Contract and also at the end of the Contract

1.5 Periodic Progress Meetings. The Contractor agrees to attend any meetings convened by the contracting activity or contract administration office. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6. Transition Phases. To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the thirty (30) day phase in/ phase out periods. During the transition phases, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date

1.6.1 Phase In / Start up.

- a) The Contractor shall provide 30 days of transition startup services prior to the Contract start date to assist transitioning between the incoming and outgoing Contractors (Ref Exhibit 2.6).
- b) The Contractor will not be reimbursed for this cost of transition activities performed prior to the actual start date of the on-site work.
- c) The purpose of this phase is to permit a transition that is seamless to the tenants and to minimize any decreases in productivity and to prevent possible negative impacts on services.
- d) The Contractor shall have personnel on board, during the thirty (30) day phase in/ phase out periods. The new employee list shall be submitted 1 day after award date (Ref Exhibit 2.7).
- e) The Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

1.6.2 Phase-out. When the Contract ends, the Contractor shall comply with FAR Clause 52.237- 3 Continuity of Services.

- a) Assist the CO or designee and incoming Contractor for a seamless transition in operations and maintenance with no adverse effect on the building tenants.
- b) Provide GSA and the incoming contractor with access to all records and official documentation (both hard copies and electronic as applicable) required by this Contract.
- c) Provide training to the incoming Contractor on methods applicable to this contract.
- d) Show the incoming Contractor where all archived programs and systems literature is maintained.
- e) On the last performance day of the Contract, the Contractor shall turn over to the CO or designee all keys and identification badges or cards.
- f) Coordinate and complete disposal, cleanup, and transfer of all materials according to
- g) applicable laws.

- h) Provide all data records (e.g., database files, and spreadsheets) relating work activities and other related matters to the CO or designee.
- i) This period should be no less than 30 calendar days prior to the contract end date (Ref Exhibit 2.8)

SECTION 2

DEFINITIONS & ACRONYMS

2.0 DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.2. ACCEPTANCE. "Acceptance" means an authorized representative of the Government has inspected and agreed that the work meets all requirements of this Contract, including all documentation requirements.

2.3. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.4. CONTRACTING OFFICER. A person with authority to enter INTO, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.6. CONTRACTING SPECIALIST. The Contract Specialist (CS) may be assigned a contract project but does not have signatory authority. The CS handles contract administration responsibilities and is the first point of communication for contractual issues. The CS will be responsible for preparing options, updating past performance records, and obtaining updated qualifications, and all other actions at the base contract level.

2.7. CONTRACTOR. "Contractor" as used in this PWS refers to the company or firm awarded this Contract.

2.8. CORE COVERAGE HOURS. "Core coverage hours" are the hours when the Contractor is required to maintain Basic Services.

2.9. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.10. DELIVERABLE. Anything that can be physically delivered, but may include non manufactured things such as meeting minutes or reports.

2.11. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.12. MODIFICATION of CONTRACT. A modification is a change to the terms and conditions of the Contract. In accordance with FAR 52.212-4(c) – Changes, the parties must agree to any changes to the terms and conditions of the Contract via a written modification to the Contract signed by the Contractor and the CO. Notwithstanding the foregoing, the CO may modify the period of performance of the Contract via a unilateral modification, i.e., without the consent of the Contractor, in accordance with FAR clause 52.217-8, Option to Extend Services, and FAR clause 52.219-9, Option to Extend the Term of the Contract, both of which are included in this Contract.

2.13. PARTNERING. Partnering is a formal management process in which all parties to an endeavor agree at the outset to provide an effective problem-finding/problem-solving management team, composed of personnel from both parties, thus creating a single culture with one (1) set of goals and objectives. Partnering also requires the recognition that risks, and accountability shall be shared by both parties and that maintaining a healthy partnership is everyone's responsibility. The outcome of this initiative is for GSA to leverage Contractor technical, managerial and decision-making expertise to assist GSA in accomplishing the Contracts performance goals and objectives.

2.14. PERFORMANCE WORK STATEMENT. The Performance Work Statement details the work requirement and can be referred to as the specification.

2.15. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.16. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.17. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). The QASP is the Government's surveillance and assessment method of monitoring and evaluating the Contractor's performance.

2.18. QUALITY CONTROL PLAN. The Quality Control Plan (QC plan) is the Contractor's complete written system for identifying and correcting deficiencies in the quality of services to prevent the level of performance in operations from becoming unacceptable or negligent.

2.19. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.20. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.21. WORK WEEK. Monday through Friday, unless specified otherwise.

ACRONYMS

ACOR Alternate Contracting Officer's Representative

ADS Appraisal Data System

ASA Associated Space Assignment

BA Billing Adjustment

CCE Contracting Center of Excellence

CFR Code of Federal Regulations

CO Contracting Officer

COB Close of Business

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer Representative

COTR Contracting Officer's Technical Representative

COTS Commercial-Off-the-Shelf

FAR Federal Acquisition Regulation

GREX GSA Real Estate Exchange

HIPAA Health Insurance Portability and Accountability Act of 1996

KO Contracting Officer

OA Occupancy Agreement

OCI Organizational Conflict of Interest

OCONUS Outside Continental United States (includes Alaska and Hawaii)

ODC Other Direct Costs

PIPO Phase In/Phase Out

POC Point of Contact

PRS Performance Requirements Summary

PWS Performance Work Statement

QA Quality Assurance

QAP Quality Assurance Program
QASP Quality Assurance Surveillance Plan
QC Quality Control
QCP Quality Control Program
RBM Rent Bill Management
RBMT Rent Bill Management Tool
REXUS Real Estate Across the United States
RGA Responsible Government Associate
RPM Regional Program Manager
RRD Review Requirements Document
TE Technical Exhibit

SECTION 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.0 GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will provide IT support to assist with set-up and consistent access to necessary programs and connectivity.

3.2 Facilities: The Government will provide a mobile workspace which consists of a docking station, keyboard, mouse and one computer monitor. A locking file drawer to store items overnight. Access to telephone in dens and other items necessary to maintain an office environment.

3.3 Utilities: The Government will provide all utilities in the facility and will be available for the contractor's use in performance of the tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating

under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.4 Equipment: The Government will provide a networked laptop computer and have access to scanners, fax machines, printers and other business machines necessary to support the tasks outlined in this PWS.

3.5 Materials: The Government will provide access to Regional and National policies, rules and regulations, as well as established Standard Operating Procedures.

3.6 Internet for Telework – Contractor will have to have Internet Connectivity at the remote work location for telework. GSA will provide VPN capability, however the contractor employee needs to have Internet/Wireless Capability.

SECTION 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.0 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

SECTION 5
SPECIFIC TASKS

5.0 Specific Tasks:

5.1. Requirements Development

5.1.1. Meet with appropriate stakeholders to identify their vision, goal & objectives, specific

needs, constraints, and concerns.

- 5.1.2. Develop the “Problem Statement” or “Need” that succinctly defines the task.
- 5.1.3. Gather relevant information, conduct interviews, quantify and categorize the requirements.
- 5.1.4. Identify strategies to meet the vision and accomplish the goals and objectives, specific needs, constraints, and concerns.
- 5.1.5. Identify multiple alternatives that will solve the “Problem Statement” or satisfy the “Need.” Develop the alternatives to include a detailed description (i.e., size, quantity, level of complexity, schedule, etc.) and a Rough Order of Magnitude (ROM) cost estimate
- 5.1.6. Identify the evaluation criteria that will be used on all the alternatives to determine the proposed solution. Apply the evaluation criteria and determine the proposed solution.
- 5.1.7. Document the information to include assumptions, limitations, constraints, risks, costs, and a recommended implementation plan.

5.2. Design Review

- 5.2.1. Review applicable project requirements documents, e.g., Program of Requirements (POR), Statement of Work (SOW), Basis of Design (BOD), Solicitation for Offers (SFO), etc.
- 5.2.2. Review GSA PBS Facilities Standards (P-100, 2021) and be intimately familiar with the applicable IBC (IMC, IPC, IECC) and NFPA codes as well as ASHRAE and other applicable standards.
- 5.2.3. Review design submittals for compliance with design standards and codes applicable to each project, as well as sound Mechanical Engineering practice. Emphasis will be in compliance with GSA P-100 (GSA Public Building Service Facility Standards), sustainability and energy conservation.
- 5.2.4. Provide comments on the GSA SME Review Comment form (Google Doc format).
- 5.2.5. Evaluate drawings, schematics, specifications, etc. for compliance with goals, codes, and Mechanical Engineering practice.
- 5.2.6. Evaluate the submittal for compliance with P-100 submission standards in GSA P-100.
- 5.2.7. Coordinate with the GSA project manager, other engineers and architects, and regional cost estimators as required on identified issues.

5.3. Construction Submittal Review

- 5.3.1. Review applicable project requirements documents, e.g., Program of Requirements (POR), Statement of Work (SOW), Basis of Design (BOD), Solicitation for Offers (SFO), etc.
- 5.3.2. Review construction phase submittals for conformance with plans and specifications as well as applicable codes and sound Mechanical Engineering practice, recommend approval or rejection with specific reasons.
- 5.3.3. Provide comments on the GSA SME Review Comment form (Google Doc format).

- 5.3.4. Check for compliance with comments with the project manager on the respective projects.

5.4. Small Project design (typically design/build)

- 5.4.1. Meet with the user/customer, project manager to determine requirements
- 5.4.2. Develop a scope of work to be used to define what is to be done
- 5.4.3. Provide to the customer for review and concurrence.
- 5.4.4. Provide a funding level cost estimate on the small project (use RS Means)
- 5.4.5. Have one of the R10 certified cost estimators review before sending to the customer for review.
- 5.4.6. Final coordination with the project manager for contracting.
- 5.4.7. Provide technical evaluation of proposals.
- 5.4.8. Review submittals and provide comments on the GSA SME Review Comment form (Google Doc format).
- 5.4.9. Advise the contracting officer during contractor solicitation.
- 5.4.10. Provide on-going support and consultation for the design of the small project during construction.

5.5. Maintain List of Studies and Projects

- 5.5.1. Review existing studies to identify potential projects and identify gaps in information that may require further study. Studies may include mechanical system studies, Building Evaluation Reports (BERs), Re- or Retro-Commissioning Studies, or others.
 - 5.5.2. Create criteria to rank the potential studies and projects in order of criticality and importance. Time periods for completion shall be assigned to each, matching the time frames used in the Building Evaluation Reports, as well as overall top to bottom ranking.
- 5.5.3. Review the list with the GSA Asset Manager for each project to confirm need, accuracy, and priority.
- 5.5.4. Submit the reviewed list to AES Branch Chief for consolidation and submission.
- 5.5.5. List shall be updated quarterly.

5.6. Manage Pre Design Studies

- 5.6.1. Develop the SOW for the assigned study, e.g., feasibility, BERs, etc.
- 5.6.2. Develop the cost estimate and project schedule for the assigned study.
- 5.6.3. Develop the Project Management Plan (PMP) for the assigned study if the estimate is above the Simplified Acquisition Threshold (SAT) of \$250,000.
- 5.6.4. Identify and manage the integrated project team by conducting cyclical project meetings and coordinating the reviews of deliverables.
- 5.6.5. Monitor the study contractor's performance including managing correspondences, evaluating performance, etc.

5.7. Technical Consultation

- 5.7.1. Respond to technical questions with particular emphasis on the HVAC and Plumbing related from other GSA Region 10 employees for both owned and leased facilities, either in writing or verbally
- 5.7.2. Provide acknowledgement of request within one business day
- 5.7.3. Provide answer or guidance to GSA personnel at a technical level appropriate to their technical understanding (tailor answer to the audience)
- 5.7.4. Log all requests, the requestor, date, and the resolution or answer provided

5.8. Meetings

- 5.8.1. Participate in weekly staff meetings as requested.
- 5.8.2. Participate in monthly division meetings as requested.
- 5.8.3. Participate in ad hoc project meetings as requested.

5.9. QUALIFICATIONS, EXPERIENCE, AND KNOWLEDGE, SKILLS & ABILITIES

(KSAs) 5.9. **Qualifications**

5.9.1. The Contractor shall provide a single employee for this position. The contractor will be responsible for all of the contracted employee's proficiency and continuous learning training to the work to be performed under this requirement. The Contractor shall maintain competencies, and apply as necessary, industry standards in support of their efforts. Application of new tools or methods shall be approved by the COR prior to use. Contractor must stay current on all requirements and processes both in the federal government and in industry standards.

5.9.2. The Contractor shall provide a support structure for the Mechanical Engineer position that includes appropriate training, networking, and technical support for Mechanical Engineering activities. The Mechanical Engineer shall meet the following qualifications:

5.9.2.1. REQUIRED: Registered Mechanical Engineer with an active license in at least one state within the region.

5.9.2.2. REQUIRED: Bachelor's degree in Mechanical Engineering from a ABET accredited university

5.9.2.3. PREFERRED: Master's degree in Mechanical Engineering from a ABET accredited university

5.10. **Experience**

5.10.1. REQUIRED: A minimum of five (5) years of progressively responsible technical experience in Mechanical Engineering design

5.10.2. REQUIRED: A minimum of five (5) years of progressively responsible project management experience

5.10.3. REQUIRED: A minimum of two (2) projects that include application of accessibility design standards

5.10.4. PREFERRED: A minimum of five (5) years in construction related to the duties of this position (e.g., on-site construction administration and/or federal government project experience)

5.11. **Knowledge, Skills, and Abilities (KSAs)**

5.11.1. REQUIRED: Demonstrate knowledge of federal accessibility design standards of practices

5.11.2. REQUIRED: Good oral and written skills.

5.11.3. REQUIRED: Demonstrate competency with the following office productivity applications -- Microsoft Word, Microsoft Excel, Microsoft Project, and Adobe Acrobat

5.11.4. PREFERRED: Demonstrate competency with the following office and design productivity applications -- AutoCAD 2016, MasterSpec (or equivalent) specifications writing format,

Google office suite (Gmail, Calendar, Drive, Docs, Sheets, Slides), SmartSheets, and specialized Mechanical Engineering software

5.12. **GSA Specific Applications**

GSA will provide training and reference materials for proprietary tools and best practices. The Contracted Employee will utilize training to support the required tasks and accomplish position requirements. Application of new tools or methods shall be approved by the COR

5.13 **DELIVERABLES**

5.13.1. All deliverables shall be submitted to the COR in electronic format. The government has 14 calendar days to either request revisions or to accept the deliverable.

5.13.2. Monthly Status Reports. The Contractor shall provide a monthly status report. The report shall provide a brief status on each of the tasks identified in Section 3, including a summary of all work performed, an assessment of technical progress and obstacles, schedule status, travel conducted, and other relevant information. Include accomplishments in terms of design reviews completed, commissioning started or completed, etc. The monthly Status Report is due by the 5th day of the following month. A format for the report will be established after award. (Reference Exhibit 2.1)

5.13.3. Quarterly Progress Meetings. The Contractor shall coordinate and conduct quarterly progress meetings. The purpose of the meeting is to keep the COR and CO informed of progress and outline goals and work efforts for the coming quarter. Additionally, this meeting will be used to ensure the Contractor activities are closely aligned to GSA objectives. Action items shall be recorded and disseminated by the Contractor within 3 calendar days of the meeting. (Reference Exhibit 2.2)

5.13.4. Annual report. Annually, at least 90 calendar days prior to the anniversary date of the contract award, the Contractor shall provide a summary accounting of all accomplishments (by project or other effort), and other pertinent information relevant to the Mechanical Engineering Program effort. (Reference Exhibit 2.3)

5.13.5. Other Deliverables. Other non-routine reports and deliverables may be required from the Mechanical Engineer in connection with the Mechanical Engineering activities. Individual due dates will be established for such deliverables.

SECTION 6

APPLICABLE PUBLICATIONS

6.0 APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. The “contracted employee” vendor shall follow all applicable regulatory guidance in the performance of tasks.

Apply an understanding of Government accounting practices and principles when conducting data gathering, analysis, and reconciliation. Guiding principles include the following:

- GSA PBS Facilities Standard, PBS P-100 (current edition)
- ICC IMC, IPC, and IECC (latest edition)
- All applicable ASHRAE standards and guidelines
- Energy Policy Act of 2005

D. PACKAGING AND MARKING**D.1. Payment of Postage and Fees**

All postage and fees related to submitting information including, but not limited to, forms and reports to the CO or the COR, shall be paid by the Contractor.

D.2. Marking

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

E. INSPECTION AND ACCEPTANCE

E.1. FAR 52.246-4 Inspection of Services – Fixed Price (Aug

1996) INSPECTION OF SERVICES—FIXED-PRICE (AUG

1996)

(a) *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed. (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may— (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or (2) Terminate the contract for default.

E.2. Inspection and Acceptance

Services will be inspected and accepted at the facilities shown. Inspection of all services, deliverables, and reports under this contract shall be accomplished by the GSA Contracting Officer’s Representative (COR) identified by the Contracting Officer as responsible for the services, deliverables, and reports being delivered, or any other duly authorized Government representative as designated in writing by the Contracting Officer. Acceptance of all work and effort under this contract (including “Reporting Requirements,” if any) shall be accomplished by any duly designated representative, as designated in writing by the Contracting Officer.

E.3. Deductions

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a. General

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this

end, the Government is contracting for the complete performance of each task identified in the specifications, and deductions may therefore, be made as stipulated in this Section. Deductions for work performed improperly may be made as though the work has not been performed. As it relates to this contract, the term "deduction" is being used to refer to any reduction in contract price (regardless of the methodology invoked to determine the monetary figure) that is being assessed due to performance related matters.

Deductions may be assessed for nonperformance, deficiencies in the performance of work, or failure to comply with any other contract requirements with the exception of non submission of reports and failure to maintain and/or provide parts. The deduction amount may include the actual cost to the Government for having the work performed by other means and/or administrative costs if the government incurs administrative costs relating to the deduction. Administrative costs are those time and material costs incurred by Government personnel to correct or respond to the unsatisfactory event/performance. Deficient performance is just as undesirable as nonperformance, and the cost of correcting deficient performance may equal or exceed the cost of initial performance; thus, deduction criteria in this Section shall control in all cases, as distinguished from the Contractor's estimated cost to perform the work.

b. Calculation of Deductions

The deduction criteria in this Section will be used by the Government in determining monetary deductions for nonperformance of work under this contract or for deficiencies in the work performed, and supplements the "Default" clause contained in the SUPPLEMENTAL CONTRACT CLAUSES FOR BUILDING SERVICE CONTRACTS, but does not reduce or limit the Government's right thereunder.

c. Determination of Deduction Amounts

Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance may equal or exceed the cost of initial performance.

1. The deduction amount assessed will be determined based on the following: 1) actual costs incurred by the Government for having the work performed by other means; 2) use of the rate stated for Hourly Price for Overtime if no cost was incurred by the government for having the work performed by other means, and/or 3) administrative costs. The awarded overtime rate to be used for deduction amounts will be the one in effect for the base or option period in which the event occurred.
2. **Overtime Rate Application** – For determining deductions based on the overtime services rate, the Hourly Price for Overtime Services HVAC Mechanic in Section B, will be used. This rate will be applied against a multiplier. The multiplier used may be time (e.g. the number of hours that would have been required to perform the work or task found to be deficient) or number of occurrences (for smaller repetitive

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tasks). Both the basis and amount of the multiplier shall be determined by the government through the development of a government estimate at the time that the deduction is being proposed. When the basis of the multiplier used is hourly, the number of hours applied shall not be less than one hour.

3. **Administrative Costs Application** - For deductions related to administrative costs incurred by government personnel to correct or respond to the unsatisfactory event, the multiplier for the deduction amount will be the total number of government hours spent. The rate for administrative costs will be the hourly government employee rate, GS-12, Step 5, as prescribed in the U.S. Office of Personnel Management (OPM) General Schedule (GS) Locality Pay Tables. The locality will be the city/county in which the event occurred and where work is being performed under the contract. The locality for this contract is Portland, OR. The effective GS-12, Step 5 hourly rate will be multiplied by the total number of government hours spent to derive the administrative costs deduction amount. The hourly pay tables for all localities can be found on the OPM website at <http://www.opm.gov/oca/12tables/indexgs.asp>.
4. **Total Deduction Amount** – As described in paragraph A. above, the total deduction amount may be calculated based on the actual cost to the Government for having the work performed by other means, using either the overtime rate application, the administrative costs application, or a combination of these.

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F. DELIVERIES OR PERFORMANCE

F.1. Place of Performance

The service to be provided under this contract shall be accomplished at the buildings listed

below. **GSA Regional Office Building**

Change as of January 2022:

(xxx “Physical Address: Street, City, State, Zip Code”)

F.2. Term of Contract

This is a Blanket Purchase Agreement (BPA) with a 12-month base period and 4- one (1) year option periods. After award, the successful offeror will be given a written Notice to Proceed, and shall provide contractual services for a 12 month period commencing on the day specified in the Notice to Proceed. Work under this contract is expected to commence on or about **July 1, 2022**.

F.3. Definition for Day

“Day” means, unless otherwise specified, a calendar day.

F.4. Ordering Procedures

The BPA and BPA Call will be fixed price and include the performance period for the required services. The task order performance period may not extend beyond the expiration date of the period of performance of the BPA. Concurrently with the establishment of the BPA, line items will be issued for monthly program analyst.

Additional services ordered must be within the scope of this BPA.

Only Warranted Contracting Officers within the General Services Administration,

Northwest/Arctic Region 10, Service Contracts Branch are authorized to modify the established BPA.

F.5. Modifications

No changes, deviations, or waivers shall be affected without a modification of the contract, executed by the contracting officer authorizing such changes, deviations, or waivers. No work associated with any modification will commence until such time as the Contracting Officer issues a written modification which will be considered the Notice to Proceed. Modifications to the existing contract and/or task orders will be issued using the Standard Form 30, "Amendment of Solicitation / Modification of Contract."

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F.6. Options

- a. The Government shall have the unilateral option of extending the term of this contract for up to 4 consecutive additional periods of one (1) year each. Refer to **FAR 52.217-9, Option to Extend the Term of the Contract - Services** in **Section I**.
- b. The government may require continued performance of any services within the limits and at the rates specified herein. Refer to **FAR 52.217-8, Option to Extend Services** in **Section I**.

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| G. CONTRACT ADMINISTRATION DATA |
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G.1. Payment (General)

Payment for recurring monthly services will be made on the basis of a monthly invoice, in arrears, broken out by CLIN per the SF 1449. Invoices must be submitted by the 5th business day of the month.

Any inquiries regarding payment shall be directed to the following:

Xxx Name of the Agency
Xxx Division/Dept. Of Agency
Mailing Address: (P.O. Box or Street, City, State, and Zip Code)
Telephone: xxx.xxx.xxxx

G.2. Submission of Invoices

Standard services invoices shall be submitted at the start of each month to:

Xxx Name of the Agency
Xxx Division/Dept. Of Agency
Mailing Address: (P.O. Box or Street, City, State, and Zip Code)
Telephone: xxx.xxx.xxxx

The Contractor is reminded that there are documents that are required to be prepared and submitted as part of the performance of this contract (refer to Exhibit 2). Monthly invoices must

be submitted after all required paperwork has been sent to the COR for review and approval. Invoices received prior to the Government's receipt of the required submittals will be rejected. Please refer to FAR 52.232-25.

WebVendor

Vendors must register with Web Vendor (www.finance.ocfo.gsa.gov) in order to access and view a current status of funds allotted to the BPA/BPA Call. Vendors must also register here in order to submit electronic invoicing for payments.

Electronic invoice instructions: All invoices must be submitted online at the following website: www.finance.ocfo.gsa.gov.

For help with online invoicing, please contact Fort Worth Customer Service at (800) 676-3690 or fw-customersupport@gsa.gov.

The following is required on invoices otherwise the invoice risks being rejected:

1. **Name** as it appears on contract award
2. **Address** as it appears on contract award

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3. **Invoice Date**
4. **ADN/PDN**
5. **Contract number**

Additional invoicing procedures may be established in each individual BPA Call issued against this BPA. Vendors should expect to include the following information on invoices for BPA Calls:

1. Name, number and address of building in which service was performed.
2. The type of service (overtime or emergency).
3. The time(s) the Contractor's employee(s) arrived at and left the building.
4. Total hours spent at the building.
5. Total amount of billing.
6. Date and time of call.
7. Name of person making the call.
8. Name of person accepting the call.
9. Description of the actions taken

Invoice and payment clauses are contained in Section I of the contract.

G.3. Evaluating Contractor Performance

The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is <http://www.cpars.gov/index.htm>

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System

(PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

CPARS Registration

Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned.

Contractors will be granted one user account to access all evaluations.

CPARS Training

Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (<http://www.cpars.gov/allapps/cpcbtdlf.htm>) and updated as needed.

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CPARS Role Contractor Representative (CR)

All evaluations will be sent the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

G.4. Designated Ordering Officials

Warranted Contracting Officers within the General Services Administration, Public Buildings Service, Northwest/Arctic Region 10 are authorized to place orders against this contract. The Task Order Contracting Officer reserves the right to request additional discounts.

Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the

technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies: coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

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G.5. ADJUSTING PAYMENTS

- a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.
- b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.
- c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

G.6. Excusable Delay

This contract may not be canceled if nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

G.7. Cancellation of Contract

In the event that the Contractor fails to comply with the terms of this contract, the Government shall notify the Contractor in writing. The Contractor will have the opportunity to cure the

deficiency. However, if the contractor does not correct the failure or provide an acceptable plan to resolve its' performance within 10 days (or more if authorized in writing by the CO) after receipt of the notice from the CO specifying the failure, the Government may seek cancellation of this contract. In the event of cancellation, the government will establish its' right to Terminate. Termination for Default will be processed in accordance with FAR.

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H. SPECIAL CONTRACT REQUIREMENTS

H.1. Security

H.1.1. Security Requirements and Personal Identity Verification Procedures (Non Classified Contract)

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

- a. 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.
- b. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

H.1.2. GSAR 552.237-70 Qualification of Offerors (MAY 1989)

- a. 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.
- b. 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.
- c. 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.1.3. GSAR 552.237-71 Qualifications of Employees (MAY 1989)

- a. The Contracting officer 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) are either unsuitable for security reasons or

otherwise unfit to work on GSA controlled property.

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- b. 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 Contracting Officer, the Contractor and its employees shall be fingerprinted.
- c. 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.1.4. Employee Suitability Determinations

The GSAR 552.237-71 Qualifications of Employees (1989) clause shall be followed at all times during the performance of this Contract.

1. All Contract employees requiring routine unescorted access to federally controlled facilities or information systems, or both, for more than six (6) months (Regular Employees) shall be required to undergo a suitability determination before a personal identification verification (PIV) card is issued.
2. Prior to the time that an identification card is issued, such Regular Employees shall be required to comply with normal facility access control procedures, including recording presence, temporary badging, and escorted entry, as applicable.
3. 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.
4. Contract employees working less than six (6) months (Temporary Employees) shall, at the Government's option, be required to undergo a lesser form of suitability determination.
5. Prior to the time that an identification card is issued, if at all, such Temporary Employees shall be required to comply with normal facility access control procedures, including recording presence, temporary badge, and escorted entry, as applicable.
6. Temporary Employees who have not received a favorable suitability determination shall be escorted by government employees at all times while in non-public space, as directed by the CO or their designee.
7. 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 shall follow.
8. The CO or designee shall provide the Contractor with the required clearance procedures 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.
9. The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues.

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10. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse for any lack of Contractor performance under the Contract.

H.1.5. Compliance with Security Requirements

- a. The Contractor shall comply with all GSA and tenant Agency security requirements in the building(s) where work is being performed.
- b. When a controlled personnel identification access system is used by a tenant Agency at a site where work is performed, the tenant Agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant Agency.

H.1.6. Safeguarding Sensitive Data and Information Technology Resources

H.1.6.1. General

The Contractor is responsible to safeguard sensitive Government data, personal information and the integrity of Government information technology resources.

This subsection applies to all users of sensitive data and information technology (IT) resources, including awardees, Contractors, sub-contractors, lessors, suppliers and manufacturers. Contractor personnel requiring access to GSA's Network shall comply with all Federal Information Technology regulations regarding Trusted Internet Connection (TIC) in conjunction with Public Buildings Service (PBS) and GSA Chief Information Officer (CIO) IT policies, *i.e.*, all PBS IT systems needing network connectivity shall reside on the GSA network.

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/directives>.

- a. CIO P 2100.1K, GSA Information Technology (IT) Security Policy
- b. CIO P 2100.2B, GSA Wireless Local Area Network (LAN) Security
- c. CIO 2100.3C, Mandatory Information Technology (IT) Security Training Requirement for agency and Contractor Employees with Significant Security Responsibilities
- d. CIO 2104.1A, GSA Information Technology IT General Rules of Behavior e. CIO 2105.1 C, GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- f. CIO 2106.2, GSA Social Media Policy
- g. CIO 2107.1, Implementation of the Online Resource Reservation Software h. CIO 2160.4A, Provisioning of Information Technology (IT) Devices
- i. CIO 2162.2, Digital Signatures

- j. CIO P 2165.2, GSA Telecommunications Policy
- k. CIO P 2180.1, GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- l. CIO 2182.2, Mandatory Use of Personal Identity Verification (PIV) Credentials m. CIO P 1878.2A, Conducting Privacy Impact Assessments (PIAs) in GSA n. HCO 9297.1, GSA Data Release Policy
- o. ADM P 9732.1 D, Suitability and Personnel Security. The Contractor and subcontractors must insert the substance of this order in all subcontracts.

H.1.8 Data Rights. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

H.2. Removal from Contract Work

- a. As provided in the clause entitled "Qualifications of Employees," the Contracting officer 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 GSA 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.
- b. 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.
- c. The CO 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.
- d. Contractor employees who are removed from Contract work shall be required to leave the work site immediately.
- e. 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:
 - 1. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant Agency.
 - 2. Violation of Federal, State, or Local law.

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- 3. 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.
4. 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.
 5. 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.
 6. 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.
 7. Theft, vandalism, immoral conduct, or any other criminal actions.
 8. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
 9. Improper use of Government identification.
 10. Unauthorized use of communication equipment on Government property.
 11. Violation of security procedures or regulations.
 12. 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.
- f. The CO or their designee will make all determinations regarding the removal of any employee from work site, except under certain conditions. When a CO or their designee is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the facility and its population, the CO or their designee will have the authority to immediately remove the Contract employee from the work site.
- g. Law enforcement officers of the Department of Homeland Security/Immigration and Customs Enforcement/Federal Protective Service (DHS/ICE/FPS) will have the authority to immediately remove any Contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government or security or is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the facility and its population. The CO 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 CO or their designee will make all official notifications to the Contractor. In the event of a dispute, the CO 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 CO or designee.
- h. 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.3. Submission of Resumes for New Employees

Mechanical Engineer Services A&E

The Contractor shall submit to the CO or their designee the resumes of all personnel before they

begin work during the performance periods of the Contract. The CO 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 CO or their designee believes the protection of building equipment may be jeopardized.

H.4. Compliance with Federal, State, and Local Codes

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

H.5 Protection and Damage

The Contractor and Contractor's employees and subcontractors shall comply with the General Services Administration, Rules and Regulations Governing Public Buildings and Grounds (as posted in the building), and shall promptly report violations by employees, or as otherwise observed, to the CO or their designee, or security personnel.