

## 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**):

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<b>Service Categories Included in BMO</b>	
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 50<sup>th</sup> Percentile estimate, a National 75<sup>th</sup> Percentile estimate, and a National 90<sup>th</sup> 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 50<sup>th</sup> Percentile estimate, a 75<sup>th</sup> Percentile estimate, and a 90<sup>th</sup> 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 burdened 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 not 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 policies 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.

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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	Facility Support Services
<b>Required</b>	<b>Required</b>
HVAC Maintenance	Janitorial
Plumbing and Pipefitting	Landscaping/Grounds Maintenance
Elevator Maintenance	<b>Optional</b>
Electrical Maintenance	Cemetery Maintenance
<b>Optional</b>	Pest Control
Fire Alarm System Maintenance and Repair	Waste Management and Recycling Services
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	

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

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balancing; monitoring and maintenance of Building Automation Systems, controls and monitoring equipment, restoration and de-contamination of HVAC systems or any combination; materials; tools; transportation; supervision and labor to perform all repairs; implementation and documentation of periodic preventative maintenance (PPM); and emergency service work calls to ensure continual operations of all primary systems, air handling equipment, terminal units and associated HVAC and controls equipment.

**C.5.1.2 Plumbing and Pipefitting (Required Service)**

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

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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 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**



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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. leasing 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

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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

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- NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems
- NFPA 13, Standard for the Installation of Sprinkler Systems
- NFPA 14, Standard for the Installation of Standpipe and Hose Systems
- NFPA 17, Standard for Dry Chemical Extinguishing Systems
- NFPA 17A, Standard for Wet Chemical Extinguishing Systems
- NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection
- NFPA 22, Standard for Water Tanks for Private Fire Protection
- NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances
- NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA 70, National Electrical Code (NEC)
- NFPA 70B, Recommended Practice for Electrical Equipment Maintenance
- NFPA 70E, Standard for Electrical Safety in the Workplace
- NFPA 72, National Fire Alarm and Signaling Code
- NFPA 80, Fire Doors and Windows
- NFPA 85, Boiler and Combustible Systems Hazards Code
- NFPA 90A, Installation of Air Conditioning and Ventilating Systems
- NFPA 92, Standard for Smoke Control Systems
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 101, Life Safety Code
- NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
- NFPA 110, Standard for Emergency and Standby Power Systems
- NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems
- NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems
- NICET (National Institute for Certification in Engineering Technologies publications and issuances)
- NIOSH (National Institute for Safety and Health publications and issuances)
- DOE/EE-0157, International Performance Measurement and Verification Protocol
- NEMA TP-1, National Electrical Manufacturers Association, Guide for Determining Energy Efficiency for Distribution Transformers
- NEMA MG-1. National Electrical Manufacturers Association, Motors and Generators
- NEMA Application Guide for AC Adjustable Speed Drive Systems
- ANSI/IWCA I-14.1, Window Cleaning Safety Standard
- Safe Drinking Water Act, PL 99-339, as amended
- Title 40 CFR, Part 761, PCBs in Electrical Transformers
- Title 40 CFR, 141.43, Sections A and D, Environmental Protection Agency Safe Drinking Water
- ANSI/ASME A17.1 Safety Code for Elevators and Escalators
- OSHA 29 CFR 1910.1200, 29 CFR 1910.146, 29 CFR 1910.147, 29 CFR 1910.1030, 29 CFR 1910.1001, 29 CFR 1910.178
- Guideline 3-1990 and Addendum, or latest version, FAR 52.223-2, ARI Standard 700-1988, or latest edition, and Appendix A to 40, CFR, Part 82, Subpart F.
- Resource Conservation and Recovery Act
- RS Means 2013 Construction Cost Data Manual
- Toxic Substances Control Act

**(End of Section C)**

***Section D- Packing and Marking***

**D.1 Packing and Marking**

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

**(End of Section D)**

**Section E- Inspection and Acceptance**

**E.1 Inspection and Acceptance clause**

The inspection and acceptance clause for BMO is:

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
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)**

**Section F- Deliveries or Performance**

**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 Contract and FAR Subpart 52.217-8, Option to Extend 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.

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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 calendar days of the substitution	BMO CO via <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a>
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 <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a> 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 <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a> and OCOs for affected task orders
G.3.11	Federal Awardee Performance and Integrity Information System (FAPIS)	FAPIS reporting	Semi-Annually starting 6 months from the anniversary date of the BMO Notice-to- Proceed.	Electronically via FAPIS website and notify the BMO CO via <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a>
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



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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 <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a> .
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 <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a> 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 <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a> 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 <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a> 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 <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a>
H.13.1.	Facility Security Clearance	If applicable, correspondence signed by a Facility Security	Within 45 calendar days after the update	BMO CO via <a href="mailto:fssi.bmo@gsa.gov">fssi.bmo@gsa.gov</a> 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 statutory 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

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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 (FAPIS)	The Contractor shall submit timely and accurate FAPIS 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

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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 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

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- 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).

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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



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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)

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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:

<b>Calendar Quarters</b>	<b>CAF Due</b>
1st Quarter January 1 <sup>st</sup> – March	April 30 <sup>th</sup>
2nd Quarter April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 30 <sup>th</sup>
3rd Quarter July 1 <sup>st</sup> – September	October 30 <sup>th</sup>
4th Quarter October 1 <sup>st</sup> – December	January 30 <sup>th</sup>

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, Contract 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-

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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.

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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



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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 if applicable, and whether or not the solicitation is sole-source or competitive. The OCO must identify the NAICS Code Number and Title, Business Size Standard, in the task order solicitation and report the NAICS Code in the Federal Procurement Data System (FPDS).

Once a NAICS Code is selected by the OCO, the OCO must provide fair opportunity to 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

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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:

<b>Operations and Maintenance, Primary NAICS 561210, Size Standard \$38.5 M</b>			
<b>Service / Service Grouping</b>	<b>NAICS Code</b>	<b>NAICS Title</b>	<b>Size Standard</b>
<b>Operations and Maintenance</b>	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

<b>Facility Support Services, Primary NAICS 561210, Size Standard \$38.5M</b>			
<b>Service / Service Grouping</b>	<b>NAICS Code</b>	<b>NAICS Title</b>	<b>Size Standard</b>
<b>Facility Support Services</b>	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.

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

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

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.

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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

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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.



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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) where work is being performed.

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

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

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

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

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

**H.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



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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.14.5 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 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.

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- 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.

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- 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

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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](http://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/epstand2.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)**

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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](http://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/waisidx\\_06/40cfr763\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_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.20.1 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

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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 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:

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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:

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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 to the extent allowed during all emergency situations, including, but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural and man-made disasters, and utility service outages.

### **H.25 Contractor Pandemic Plan**

The Government is required by the National Strategy for Pandemic Influenza Preparedness and to have a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on custodial operations. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see [http://www.who.int/csr/disease/avian\\_influenza/phase/en/](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

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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.



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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 Contractor 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

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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 Contractor shall provide all office equipment and consumable supplies at the Contractor’s sole and exclusive expense, including computers/workstations used in daily operation in support of BMO.

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

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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.

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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

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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 group will automatically be included in the newly formed Sub-group the Offeror can provide Qualification projects for the new Sub-group.
5. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation. This Sub-group would require Qualification projects associated with the NAICS Code/exception of the new Sub-Group.
6. The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation. The newly formed Sub-group will become a new MA-IDIQ contract in the BMO 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



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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

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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	<p>Contract Terms and Conditions-Commercial Items</p> <p>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) <i>Changes.</i>  (1) Changes in the terms and conditions of this contract <i>may</i> 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.</p>	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

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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

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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

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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

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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:**

<b>GSAR Clause #</b>	<b>Title</b>	<b>Date</b>
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



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552.232-25	Prompt Payment (DEVIATION FAR 52.232-25)	NOV 2009
552.237-73	Restriction on Disclosure Of Information	JUN 2009

**1.3 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.

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(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.

<b>Material</b> <i>(If none, insert "None")</i>	<b>Identification No.</b>


(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.

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(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.6 Sustainable 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.12 Quality Assurance Surveillance Plan**

**Attachment J.13 Sub-Contracting Plan Template**