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A. SOLICITATION/CONTRACT FORM

A.1. SOLICITATION/CONTRACT

SF1449 – ATTACHED SEPARATELY

B. SERVICES, ORDERING AND PRICES

B.1. DESCRIPTION OF SERVICES

This is a Performance Based Statement of Work (PBSOW). The Contractor shall provide management, supervision, labor, materials, equipment, and supplies and is responsible for the efficient, effective, economical, and satisfactory operation, scheduled and unscheduled maintenance, and repair of equipment and systems located within the property line of the buildings listed in Section C.1.

B.2. OPTION PERIODS

Offerors are cautioned that any offer may be rejected as non-responsive if it is materially unbalanced as to prices for the options and the initial contract period. An offer is unbalanced when it is based on prices which are significantly less than cost for some work and prices which are significantly overstated for other work.

B.3. PERFORMANCE PERIOD LENGTH AND LIMIITATION OF GOVERNMENT OBLIGATION (LoGO)

All performance periods shall be funded incrementally and be no longer than twelve (12) months. Only the first month of each line item will be obligated; the remaining 11 months of each line item shall be subject to the Limitation of Government Obligation clause (LOGO) and be funded in one-month increments.

B.4. SERVICE CONTRACT ACT ASSUMPTIONS

Offerors shall price the contract by assuming the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial period of performance will apply to the entire performance period of the contract. The minimum wage rates and fringe benefits applicable to the initial period of performance are outlined in the incorporated wage determination.

Contract price(s) will be adjusted upward or downward effective on each anniversary date of the contract in accordance with the clause contained in Part II, Section I, FAR 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989), with the incorporation of an updated wage determination.

B.5. ORDERING LIMITATIONS

The annual maximum ordering limitation for Additional Services and Reimbursable Repairs is $250,000.

The limitation per order for Additional Services and Reimbursable Repairs is $25,000.

The price of the Basic Services of this contract serves in place of an annual minimum ordering limitation.

B.6. AUTOMATIC PRICE ADJUSTMENTS FOR MINOR INVENTORY CHANGES

Minor Inventory Changes

If changes are made in the inventory of equipment requiring preventive (scheduled) maintenance or repairs during the period of performance of the contract (including option periods), the contract price adjustment shall be made from the "Preventive Maintenance" section of R.S. Means' Facilities Maintenance & Repair Cost Data:

(1) For each item added or deleted, multiply the annualized man-hours standard for the most comparable item in the book by the appropriate hourly rates in the Price Schedule.

(2) To the value determined in (1) above, add the annualized material bare cost for the same item in the book.

(3) This process should be conducted for each item of equipment added or deleted. Deletions shall be treated as negative numbers.

(4) The summation of item values determined by steps (1) through (3) above shall produce the total change in contract price. This may be positive or negative.

This adjustment only applies to actual physical changes in building equipment during the term of the contract. Errors in inventory or assessment of the facility by the Contractor when developing the Contractor's offer are the responsibility of the Contractor and shall not result in price adjustment.

Cumulative Adjustment

If cumulative price changes exceed +10%, or -10%, of the base price of the contract, this process shall no longer be used. The contract shall be subject to a negotiated equitable adjustment. If R.S. Means Facilities Maintenance and Repair Cost Data does not include certain items, changes in inventory quantities of these items shall be subject to a negotiated equitable adjustment. Requests for contract adjustment made by the Contractor, due to new equipment installation, must be accompanied by the following information:

a.) Each item of new equipment listed for price adjustment shall be accompanied by each item of existing equipment being replaced (if applicable) as well as the associated maintenance costs of the existing equipment.

b.) All warranty specifications for each item of new equipment, along with the associated costs and coverage of the warranty.

B.7. PRICE ADJUSTMENT FOR EQUIPMENT UPGRADES

If the Government funds upgrades to Controls or equipment, the contract price is subject to a negotiated price reduction to reflect the decrease in operations and maintenance costs reasonably expected from the improvements.

B.8 PRICE SCHEDULE

Each line item below includes all labor, materials, equipment, tools, supervision and management support to accomplish the relevant tasks in accordance with the specification. All proposed prices should be for the unit indicated.

The Base Year of the contract shall be for 12 months from effective date of the contract.

LINE	DESCRIPTION OF SERVICE	Notes	UNIT	BID PRICE: BASE YEAR	BID PRICE: FIRST OPTION YEAR	BID PRICE: SECOND OPTION YEAR	BID PRICE: THIRD OPTION YEAR	BID PRICE: FOURTH OPTION YEAR
0001	Basic Services: Operations, Maintenance and non-reimbursable Repairs		MONTH	$	$	$	$	$
0002A	Hourly rate, General Maintenance Technician, Normal Working Hours [IQ]	2,3,4,5	HOUR	$				
0002B	Hourly rate, General Maintenance Technician, overtime [IQ]	1, 2,3,4,5	HOUR	$				
0002C	Hourly rate, General Maintenance Technician, Emergency Callback [IQ]	2,4,5	HOUR	$				
0002D	Hourly rate, HVAC Technician, Normal Working Hours [IQ]	2,3, 4,5	HOUR	$				
0002E	Hourly rate, HVAC Technician, overtime [IQ]	1,3,4,5	HOUR	$				
0002F	Hourly rate, HVAC Technician, Emergency Callback [IQ]	2,4,5	HOUR	$				
0003	Standard Coefficient [IQ]	3,4	PERCENT OF COST	%				
0004	Elevator maintenance	4,6	MONTH	$	$	$	$	$
005	Transition Phase Cost		Lump sum	$				

REFER TO THE COPY ATTACHED WITH SF1449

NOTES:

1. Overtime hourly rates shall be applied for work required to be performed after the Normal Working Hours of the buildings, but which is scheduled in advance. Work performed after Normal Working Hours solely for the convenience of the Contractor shall be paid for at the Normal Working Hours.

2. Emergency callback hourly rates shall be applied when a technician must be called in outside of Normal Working Hours, without advance scheduling, unless the callback was due to negligence or poor maintenance practices on the part of the contractor.

3. The Standard Coefficient is the markup to be applied to the base year of the contract and the final cost of projects classified as Additional Services work only. The standard coefficient is not to be applied work being classified as a repair. (per Section C.40.4). The coefficient applied to the base year of the contract price shall also be used for the option years.

4. Lines marked IQ are indefinite quantity line items. These rates only apply to work which is reimbursable, i.e., either Additional Services or for Reimbursable Repairs.

5. Hourly rates are proposed only once. These rates may, in the event of wage determination rate increases, be escalated in accordance with FAR 52-222.43

6. Lines marked "Option" are items which may be exercised at the discretion of the Government either at commencement of the contract, or at any time during the term of the contract with 30 days written notice. If exercised, the option may be removed from the scope of the contract with 30 days' notice at any time during the term of the contract.

C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

Introduction

This is a Performance Based Service Contract and the success of the Contract depends on the satisfaction of the requirements, but also the satisfaction of our shared customer. Rather than a mere list of activities, this is a written expression of the GSA'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 the success of the performance based service contract. The success of this Contract is shared between the Government and the Contractor.

More emphasis is placed on the Contractor's self-management of quality, not the usual external inspection by Government Inspectors, although that is a part of this Contract as well. All parties should act proactively to reduce service cost.

The Contractor, through innovation, technology, or other means, shall perform the required maintenance and repairs of these facilities by following our Guiding Principles for Sustainable Existing Buildings:

I. Government – Contractor Partnership and the Firm Fixed Price Contract

a. The goal of this contract is to achieve an effective partnership between the Government and the Contractor. The purpose of partnering is to adopt procedures wherein the Contract and Government work together in achieving Contract objectives. Partnering involves the development of a cooperative management team that seeks to identify compatible interests, and common goals and objectives.
b. This is a fixed-price Contract, and while working with the Government in obtaining the goals outlined below, the Contractor should be motivated to find improved methods of performance and efficiency in order to increase its profits without increasing the cost of the contract. An effective partnership should result in a "mutual win" situation.

II. Employ Integrated Assessment, Operation and Management Principles

a. In conjunction with the Contract Officer (CO) and Contracting Officer's Representatives(s) or designee, the Contractor shall establish operational performance goals for energy, water, and material use, recycling, and indoor environmental quality, and ensure incorporation of these goals throughout the lifecycle of this Contract. It is expected that the Contractor, while partnering with the Government in obtaining these goals, will be motivated both by increased profits through greater efficiency, but also by playing a role in helping to protect and preserve the natural resources of the United States.

III. Optimize Energy Performance

a. Ensure that operating decisions are carried out with regard to sustainable operations whenever possible. GSA is in the process of optimizing energy performance through many means and processes. The Contractor shall operate all equipment to optimize efficiency and reduce energy use. The Contractor shall seek to reduce operating costs wherever possible.
b. Be aware that the building(s) and management involved with this Contract may be in the process of establishing processes, instituting plans, and operational procedures to meet energy efficiency goals either through receiving an ENERGY STAR rating, Smart Building/ Building Link technology, or comparable programs. The Contractor will play an integral part of obtaining these goals and should be aware of the programs and processes.

IV. Protect and Conserve Water

a. Protect and conserve water where possible inside and outside. Metering systems may be already installed or will be installed in government buildings to aid in reducing consumption. Where available, use EPA's Water Sense-labeled products or other water conserving products.

V. Enhance Indoor Environmental Quality

a. The Contractor should make every attempt to use products that have low pollutant emissions (i.e., low-VOC adhesives, sealants, and solvents), or environmentally sustainable products that have a lesser or reduced effect on human health and the environment. See the Green Products Compilation.

b. Meet ASHRAE standards as noted throughout the SOW for thermal comfort and indoor air quality

V. Reduce Environmental Impact of Materials

a. Use products and materials that meet or exceed the EPA's recycled content recommendations for building maintenance. For other products such as ceiling tiles, use materials with recycled content. For more information, see EPA's Comprehensive Procurement Guideline website.

b. Where possible, use materials with the highest bio-based content level available per USDA's office building bio-based material content recommendations.

c. Use Provide salvage, reuse and recycling services for waste generated from building operations, maintenance, and repair and discarded equipment.

d. Eliminate the use of ozone depleting compounds where alternative environmentally sustainable products are available consistent with the Clean Air Act.

The Contractor shall provide management, supervision, labor, materials, equipment, and supplies and is responsible for the efficient, effective, economical, and satisfactory operation, scheduled and unscheduled maintenance, and repair of the equipment and components of the systems listed in C.1.1 located within the property line of the **Leo J. Ryan Federal Records Center**.

C.1.1 System Requirements

a. Mechanical, plumbing, and heating, ventilation, exhaust systems and air conditioning (HVAC) systems and equipment
b. Electrical systems and equipment
c. Fire protection and life safety systems and equipment throughout the building, to include all kitchen and cafeteria space fire protection systems.
d. All Control systems that are within the scope of this Contract to include all Building Automation Systems (BAS), and/or specific HVAC Control systems (BAS, and Computerized software maintenance is excluded).
e. Architectural and Structural Systems, including fixtures and equipment within the site
f. Lighting Systems and associated computer control equipment (if applicable)
g. Service Desk operations per Section C.8.4
h. Public Address System
i. Equipment inventory system (if applicable)
j. Landscaping Irrigation systems (below ground components)
k. Parking Control Equipment
l. Loading Dock equipment (dock levelers and dock bumpers)
m. Material Handling Equipment
n. Conveying Equipment
o. Roll-up and sliding garage doors and exterior fencing
p. Vertical Transportation Equipment, including locks and keycard systems
q. U.S. flag pole, lighting and pulley system

C.1.2 Additional Requirements

The Contractor shall:

a. Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
b. 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).
c. Implement an effective service call system, as specified under the Special Requirements section of this contract that results in prompt, professional, and courteous resolution of tenant and Field Office concerns.
d. Keep the Contracting Officer (CO) or designee informed of current status of the work being performed in accordance with the specific provisions of this contract, provide work schedules, provide a major equipment and critical system break down or impairment form, and provide other pertinent information needed by the CO or designee as needed.
e. Reduce the environmental impact(s) of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.
f. 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).
g. Provide a Building Engineer Qualification Program that provides documentation of training of the engineers that is necessary to properly operate all systems as designed. This program shall also 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. The Contractor shall also

provide any necessary training to their employees that will stress environmental stewardship in maintenance practices i.e., the proper use, disposal, recycling of chemicals, dispensing equipment and packaging. In accordance with the specific provisions of this contract

h. Federal Requirements: The Contractor shall comply with all applicable Federal, state and local laws, regulations and codes, including any supplements 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 CO or their designee a price proposal for such change. If the CO or their designee determines an equitable adjustment is substantiated a modification to the Contract will be issued.

C.1.3 Excluded Systems:

The following systems are excluded from this scope of work:

a. Security systems (does not include mechanical components of the door ,closers, keepers, hinges, etc., unless these are security-related components specifically required by a tenant agency)
b. Telecommunication systems.
c. Equipment owned and operated by tenant agencies.
d. Furnishings (not installed as fixtures).
e. Paper, soap, and hand-sanitizer dispensing equipment in restrooms.
f. Kitchen appliances and equipment (but general plumbing equipment up to the faucets, ductwork above the ceiling, exhaust fans, and any fire suppression or fire alarm equipment are included in the scope)
g. Equipment owned by servicing public utilities.
h. Upgrade of software or software licenses (to include building automation systems (BAS) and CMMS).
i. Above ground landscaping systems
j. Additional services as needed by tenant agency.

C.2. DEFINITIONS

C.2.1 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.2.2 Additional Services

"Additional services" are services that the Contractor will provide at an additional cost to the Government, to include all labor, supervision, supplies and materials specifically identified as being outside the provisions of the basic services and included in the offeror's overall pricing. The CO or their designee will issue a separate delivery order before work may proceed.

C.2.3 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.2.4 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 is capable of providing usage information on at least a daily basis and can support desired features and functionality

related to energy use management, procurement, and operations, U.S. Department of Energy, EERE: Guidance for Electric Metering in Federal Buildings, (February 3, 2006).

C.2.5 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.

C.2.6 Architectural and Structural
"Architectural and structural" systems customarily included in R.S. Means Facility Construction Cost Data Divisions 3,4,5,6,7,8,9, and 10, to include all building structure, envelope, building improvements and finishes, and site improvements (e.g., paving, curbs, gutters, walkways, exterior lighting, fences and/or gates, etc.), to the property line, unless specifically listed as being excluded in Section C.1 of this contract.

C.2.7 Basic Services
The Basic Services of the contract consist of the recurring contract requirements for which the Contractor is paid as a base price, i.e., the requirements established by the contract statement of work and related general and administrative requirements that do not contain provisions for separate reimbursement. Indefinite Quantity requirements (Additional Services and Reimbursable Repairs) are requirements outside of Basic Services, for which payment is made on a case-by-case basis.

C.2.8 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.2. 9 Building Operating Plan
The "building operating plan" is a mandatory plan that the Contractor prepares for Government approval that describes the Contractor's program for operating and maintaining the building, to include both normal circumstances and contingencies.

C.2.10 Commissioning
A practice used to optimize and verify performance of fundamental building systems.

C.2.11 Commissioning (Ongoing)
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. GSA's Ongoing Commissioning efforts will focus on maintaining the facility in the optimized state resulting from TBC and Re/Retro Commissioning efforts. GSA 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.2.12 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.

The National CMMS (N-CMMS) is a central repository (Database) for all maintainable GSA Assets. The N-CMMS provides a mandatory, Agency-Wide means and method for processing and reporting all maintenance work done for GSA regardless of Region or Contractor.

C.2.13 Consumable Parts

"Consumable parts" or components are materials, parts or components that customarily require regular replacement rather than repair in a maintenance program and shall be disposed of properly. Examples include, but are not limited to: oil, grease, belts, filters, ballasts, lamps, etc. ***This includes diesel fuel used during operation of a generator for any scheduled maintenance, i.e. monthly exercising the generator, switchgear testing, emergency power system, etc. Operation of a generator to provide utilities due to an unexpected or unplanned loss of normal electrical power 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.2.14 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.2.15 Contracting Officer's Representative (COR) or Designee

Contracting Officer's Representatives (COR) or their designee shall be appointed by letter from the CO. 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.2.16 Contractor

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

C.2.17 Contractor's Other Than Normal Working/Duty Hours

Hours other than those identified as Normal Working Hours.

C.2.18 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.2.19 Conveying Equipment

All building and site systems of the types generally included in Divisions 14 and 41 in R.S. Means Facilities Construction Cost Data, with the exception of any equipment covered by the Vertical Transportation Equipment portion of this contract (if applicable).

C.2.20 Defective Service

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

C.2.21 Electrical

All building and site systems of the types generally included in Division 26, 28.31, 28.33, 33.71, in R.S. Means Facilities Construction Cost Data, with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.

C.2.22 Emergency

The term "Emergency" involves serious and immediate threats to people or property resulting from both external and internal events, to include bombings and bomb threats, shootings, 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 violent actions from foreign invaders.

C.2.23 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.

C.2.24 Environmentally Sustainable

Products or services that have a lesser or reduced effect upon 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. Attributes of environmentally sustainable products include those that are energy efficient, water-efficient, biodegradable, environmentally preferable, non-ozone depleting, contain recycle content, non or less toxic, EPA-designated and bio-based.

C.2.25 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 work statement, as well as the Contractor's itemized price (including, but not limited to, labor, materials, overhead, and profit) for correcting each deficiency.

C.2.26 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.2.27 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 3rd Thursday of November.

C.2.28 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.2.29 Fire Protection and Life Safety Systems

"Fire protection and life safety systems " are systems and equipment installed in the building to (1) detect fire and products of combustion, (2) notify building occupants and emergency

responders, (3) initiate smoke control systems (4) initiate fire suppression systems. (5) control or suppress fires and (6) facilitate or enhance emergency egress. These systems also may communicate with other major building systems for fire and smoke control, elevator recall, and utilities control. Life safety systems and equipment includes emergency lighting, exit signage, special egress door locking arrangements, and exit stair markings.

C.2.30 Force Majeure

Natural or man-made serious disasters or other natural phenomenon of an exceptional, inevitable, and irresistible character that are not related to fluctuations of normal weather patterns, the effects of which could not have been prevented or avoided by the exercise of due care or foresight. Heavy rains alone do not constitute force majeure, although extensive and unusual flooding may; in general, only events involving serious civil disturbances or those for which a National Disaster is declared by the President of the United States qualify as force majeure.

C.2.31 Furnishings

All equipment of the types generally included in Division 11, 12, and 13 in R.S. Means Facilities Construction Cost Data, with the exception of equipment that is either separately listed in Section C.1 (e.g. Dock Levelers), is a fixture, or is covered in the Public Buildings Service Operation and Maintenance Standards (e.g. water supply equipment, hydraulic valves)

C.2.32 Guiding Principles for Sustainable Existing 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. Increasing diversion of solid waste.

C.2.33 GSALink

The GSA -BuildingLink initiative is one of GSA's strategic projects. The purpose of this initiative is to leverage automated building analytics technology to measure and substantially lower operational expenses in the existing owned building portfolio. GSALink is a hardware and software solution to capture real-time building systems point data, apply rules-based analytics software to the data, and spot trends and deficiencies while reporting actionable events to building operators, O&M contractors, and GSA Service Center property managers.

C.2.34 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.2.35 Heating, Ventilation, and Air-Conditioning (HVAC)

HVAC includes all equipment of the types generally included in Division 23 in R.S. Means Facilities Construction Cost Data, to include all systems with the function of providing ventilation

or temperature control to building spaces. HVAC equipment is a subset of Mechanical, Electrical, and Controls equipment and systems, and intersects the definitions of these.

C.2.36 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.2.37 Kitchen Appliances and Equipment
All appliances and equipment types listed in Divisions 11.26 and 11.41 thru 11.48 of R.S. Means Facility Construction Cost Data, or equipment that is directly related to food service operations and is not part of another building system, i.e. plumbing or electrical.

C.2.38 Landscape Irrigation Systems
Landscape irrigation systems include all piping, tubing, hoses, sprinkler heads, valves, sensors, and controllers used to water landscaped areas. For purposes of this contract, landscape irrigation systems are to be divided into above-ground (e.g. sprinkler heads, drip hoses, or any other water distribution component above ground level) and below-ground (all remaining components of the system that deliver water to the above-ground components). System timing controls and sensors are to be considered part of the above-ground portion of the system.

C.2.39 Measurement and Verification (M&V)
For purposes of this contract, Measurement and verification is the quantifiable component of Quality Assurance. The Government may develop an M&V protocol which measures aspects of the efficiency and effectiveness of building systems using data from building controls, monitoring CMMS data, and other data sources. M&V data will be used to:

(1) Help verify whether the Contractor is achieving the performance standards set forth in the Quality Assurance Surveillance Plan, Part III;
(2) Provide assistance (or direction, if necessary) to the Contractor to improve maintenance or optimization of operation;
(3) compare the efficiency of the facility to other facilities;
(4) Provide data for planning future upgrades.

C.2.40 Mechanical
All building and site systems of the types generally included in Division 33 and 44 in R.S. Means Facilities Construction Cost Data., with the exception of equipment owned by a servicing public utility.

C.2.41 Miscellaneous Work
"Miscellaneous work" is additional labor that is performed at the request of the agency at no additional cost to the Government (i.e., they are part of basic services). The Contractor may also have to provide consumable materials to complete the request. 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 CO or designee 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 CO or designee. The Contractor will be paid at the hourly rate quoted for after normal duty hours only if authorized by the CO or their designee in advance for specific activities.

C.2.42 Modification of Contract
Modification is a bilateral or unilateral change in the terms of a contract.

C.2.43 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.2.44 Non-Reimbursable Repair

A "non-reimbursable repair" is a repair that is the Contractor's responsibility with no additional reimbursement from the Government.

C.2.45 Normal Working Hours

"Normal working hours" is the hours of building operations under most circumstances when all services shall be provided to all occupants. For this site, the following are considered normal working hours: Monday, Tuesday, Thursday, and Friday – 6:00 AM thru 4:30 PM
Wednesday – 6:00 AM thru 6:00 PM

C.2.46 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.2.47 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.2.48 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.2.49 Parking Control Equipment

All equipment included in Division 11.12 of R.S. Means Facilities Construction Cost Data, to include locks, keycard systems, and static and dynamic bollard systems.

C.2.50 Performance Based Service Contracting

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.2.51 Performance Work Statement (PWS)

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

C.2.52 Plumbing
All building and site systems of the types generally included in Division 22 in R.S. Means Facilities Construction Cost Data., with the exception of equipment owned by a servicing public utility.

C.2.53 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.2.54 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.2.55 Product Preference (See Exhibit 4 Summary of Environmentally Sustainable Product Attributes)
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. The following factors should be considered when selecting products: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

C.2.56 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.2.57 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.2.58 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 and require action above and beyond that which is covered during regular preventative maintenance.

C.2.59 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.2.60 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.2. 61 Service Request

A "service request" is a response to a GSA, 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.2.62 Standard Services

Standard services are defined as all services that are included in the monthly price or as defined in the Contract document. Prices are to include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

C.2.63 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.2.64 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.2.65 Tour

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

C.2.66 Vertical Transportation Equipment

"Vertical transportation Equipment" includes elevators, escalators, dumbwaiters, and other equipment which is designed and maintained in accordance with ASME A17.1 and ASME 18.1. For the purposes of this contract, VTE equipment is specifically listed in an inventory list in the VTE section of the contract (if applicable).

C.2.67 Vertical Transportation Systems

"Vertical transportation systems" include any people-carrying equipment that is not listed in the VTE inventory and is not covered by ASME 17.1 and 18.1 codes (e.g. non-code wheelchair lifts).

C.2.68 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.3. 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 exception of the Public Building Service Operations and Maintenance standards 2012, the Facilities Standards for the Public Buildings Service (PBS P100), and the U.S. Courts Design Guide, which will be provided by the Government.

- Public Buildings Service Operations and Maintenance Standards 2012
- Facilities Standards for the Public Buildings Service (PBS P100)
- 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;
- ASME A17.1/CSA B44, Safety Code for Elevators and Escalators
- ASME A17.2, Inspector's Manual for Elevators
- ASME Boiler and Pressure Vessel Code
- ASME CSD-1 Control and Safety Devices of Automatically Fired Boilers
- National Board of Boiler and Pressure Vessel Inspectors, National Board Inspection Code
- OSHA 29 CFR 1910 and 29 CFR1926
- Clean Air Act
- Clean Water Act
- EPA Green Book
- EPA Purple Book
- GSA SEMS Sustainable Environmental Management System (GSA.GOV/SEMS)
- International Building Code
- International Fire Code
- International Plumbing Code
- International Mechanical Code
- NETA Maintenance Testing Specification for Electrical Power Distribution Equipment and Systems
- NFPA 10, Standard for Portable Fire Extinguishers
- NFPA 12, Standard on Carbon Dioxide Extinguishing Systems
- NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems
- NFPA 13, Standard for the Installation of Sprinkler Systems
- NFPA 14, Standard for the Installation of Standpipe and Hose Systems
- NFPA 17, Standard for Dry Chemical Extinguishing Systems
- NFPA 17A, Standard for Wet Chemical Extinguishing Systems
- NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection
- NFPA 22, Standard for Water Tanks for Private Fire Protection
- NFPA 24, Standard for the Installation of Private Fire Service Mains and Their
- Appurtenances
- NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems

- NFPA 70, National Electrical Code (NEC)
- NFPA 70E,Standard for Electrical Safety in the Workplace
- NFPA 72, National Fire Alarm and Signaling Code
- NFPA 85, Boiler and Combustible Systems Hazards Code
- 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
- Resource Conservation and Recovery Act
- R.S. Means Facility Maintenance and Repair Cost Data
- Toxic Substances Control Act
- 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.\
- OSHA Hazard Communication Standard 2012

C.4. EXISTING DEFICIENCY INSPECTION AND REPORT

The Contractor shall be allowed to perform and submit an existing deficiency list (EDL) inspection and submit a report within **30** days after the beginning of the contract period. The report is meant to identify and document all equipment deficiencies (with the exception of Vertical Transportation Equipment) , as well as the cost for correcting each deficiency, that exist in the equipment and system covered by this performance work statement, at time the Contractor begins work covered by this Contract. All EDL reports must contain pricing for correcting each deficiency. The Contractor will not be responsible for applying the Repair deductible to items listed on the approved Existing Deficiency List report.

C.4.1 Existing Deficiency List Report

If the Contractor intends to submit a report, the CO and the COR must be informed prior to the inspection occurring, and be given the opportunity to be present during the inspection. No items may be added to the report without the CO or designee present during the inspection unless written authorization to proceed is provided by the CO or designee.

The Existing Deficiency List report shall only include items that can be specifically identified as needing an immediate repair. The report shall not contain entire systems, or potential deficiencies

that will, or should be, replaced or repaired at a future date; the report shall not contain items that will be adjusted during the performance of normal preventive or predictive maintenance. The report shall not include building or system design issues that the Contractor may consider substandard, or show some deterioration due to age, i.e. system "outdated" or system "worn throughout" are not acceptable list items. Code violations may be included in the list.

The report must be submitted to the CO and on-site designee and be approved by both, in writing, prior to being added to the Contract's documentation. The Government may elect to have all or any part of this work performed by the Contractor (at the price or prices quoted), by Government employees, or by other Contractors. Any dispute between the Government and the Contractor as to classification of existing deficiency list report items will be resolved under the Disputes Clause in this document. Items requiring an engineering study may be presented beyond the time period with approval of the COR, however they must receive approval from the CO before being considered part of the Contract's EDL.

C.4.2 Pricing

The report should include the Contractor's itemized price (including, but not limited to, labor, subcontracting costs, coefficient, materials, overhead, and profit) for correcting each deficiency. The Contractor's itemized estimates for correcting each deficiency shall remain in effect for **120** days after submission of the existing deficiency list report.

C.4.3 Deficiency Status

Deficiencies discovered after the submission of the existing deficiency list report will not be considered pre-existing for purposes of this Contract, unless equipment is operational and could not be secured and inspected during the list inspection. Any piece of equipment or system that cannot be inspected shall be highlighted at the beginning of the deficiency list stating why it cannot be secured and inspected. An estimate of when the Contractor reasonably expects to be able to inspect the piece of equipment shall be provided.

When an existing deficiency in an item is corrected, the Contractor shall assume full responsibility for the subsequent repair of the item as covered under the terms of this Contract at no additional cost to the Government. Nothing in this existing deficiency inspection and report section shall be construed as diminishing the obligations imposed by this Contract upon the Contractor to operate any deficient item (to the extent operable) or to adjust or maintain any such item. In the event the Government elects to have the repairs performed by a third party, the Contractor shall be given the chance to evaluate the repair prior to taking responsibility for the equipment.

VTE equipment is excluded from this provision of the contract and shall not be included in any existing deficiency list. The Contractor must conduct all repairs necessary in accordance with the VTE portion of this contract.

C.5. TRANSITION PHASE

C.5.1 Transition Phase Startup

The Contractor shall provide no more than **30** days of transition startup services prior to the Contract start date to assist transitioning between Contractors. The purpose of this phase is to permit a transition that is seamless to the tenants and to assess the condition of the building and incomplete maintenance work at the time of Contractor transition. During this period the Contractor shall:

a. Revise and submit to the CO or their designee by the end of the transition phase an updated Building Operating Plan.

b. Inspect the condition of all equipment and systems for which the Contractor will assume responsibility per Section C. 1.
c. Develop and submit to the CO or their designee by the end of the transition phase the Existing Deficiency list report, in accordance with Section C.4., Existing Deficiency Inspection and Report.
d. Review work order history and equipment inventory information.
e. Complete the government-furnished CMMS and RFID training, as applicable for any employees lacking experience with these systems.
f. Update the preventive maintenance schedule. The new periodic maintenance schedule shall be based off of the last time PMs were performed.
g. Complete the **Annual Energy and Water Efficiency Report (Exhibit 13)** and the **Energy and Water Efficiency Use Plan (Exhibit 11).** Reports must contain all sections in the Exhibits.
h. Complete a Building Engineer Qualification Program that includes a review of all systems and related training requirements, including any new equipment added during construction or renovation that the Contractor will be responsible for in accordance with Section C. The Contractor shall ensure the plan identifies all required employee training necessary for proper operation of the systems listed therein. The Contractor shall ensure that all employees have been trained on all equipment listed in the Program, and that such training meets or exceeds that required by any warranties or manufacturer's requirements. The Contractor shall maintain records of the training and make records available to upon request.
i. Provide a list of subcontractors that will be used along with evidence of training per Section H.

C.5.2 Start-up Phase Schedule

Within 3 days of the startup phase the Contractor shall submit a schedule and staffing plan for the startup phase. This plan shall describe, by week, work to be accomplished. At the end of each week during the startup phase the Contractor shall submit a letter report describing work accomplished.

C.5.3 Adjustments and Corrections

The Contractor shall be responsible for making immediate adjustments or corrections that fall within the scope of routine preventive maintenance required by this Contract at no additional cost to the Government. This includes, but is not limited to: making adjustments to controls; adjusting the BAS software, e.g., correcting set points; reloading programs; restoring equipment being operated manually to automatic operation (this does not include changing established sequences of operation or programming sequences); applying lubricants; cleaning fan housings, fans, coils, dampers, air handling unit (AHU) Sections, and equipment rooms; and replacing consumable parts or components.

C.6. PHASE OUT TRANSITION PERIOD

When the Contract ends, the Contractor shall cooperate with the incoming Contractor during a phase-out period. For planning purposes, the Contractor shall assume a phase-out period of 30 days.

During this phase-out period, the Contractor shall:

a. Assist the CO or their designee and incoming Contractor for a seamless transition in operations and maintenance with no adverse effect on the building tenants;
b. Provide GSA and the successor Contractor with access to all records and official documentation (both hard copies and electronic as applicable) required by this Contract;

c. Provide training to the successor Contractor on methods of accessing and programming the building automation system (BAS) and other control systems; and
d. Show the successor Contractor where all archived programs and systems literature are maintained. On the last performance day of the Contract, the Contractor shall turn over to the CO or their designee all keys and identification badges or cards.
e. Coordinate and complete the disposal, cleanup, and transfer of all materials according to applicable laws.

Provide all data records (database files, spreadsheets, etc.) relating to building systems, assets, work orders, permits, work activities, etc. to GSA. GSA owns all data compiled under this Contract or ancillary to this Contract.

C.7. TERMINAL DEFICIENCY LIST INSPECTION

The Government may create a deficiency list of unmet Contractual requirements at or near the time of termination of the Contract. The Government may employ the services of another Contractor in the development of the list and upon completion provide the Contractor with a copy of work not completed. If the Government elects to request corrections by the Contractor, the Contractor shall be given a chance to correct the deficiencies, however the final invoice will not be accepted until either all deficiencies have been corrected to the satisfaction of the COR, or a performance deduction for uncorrected deficiencies has been agreed upon by the CO and Contractor. The Contractor shall be given at least two weeks from the time of the deficiency report issuance until the end of the Contract period to perform corrections, and may invoice for funds withheld on acceptance of the corrections by the Government after the Contract period is expired. Nothing in this Section shall be construed to limit the Contractor's liability or restrict the Government from reporting unsatisfactory or problematic performance by the Contactor.

C.8. GENERAL AND ADMINISTRATIVE REQUIREMENTS

C.8.1 Staffing and Communication with the CO or designee

The Contractor shall:
Provide qualified staff and onsite technicians to ensure services are continued without disruption to the tenant. The Contractor must be able to respond immediately to a variety of service requests involving multiple trades, including the operation of building control and energy management systems. Technicians shall be certified and properly licensed to work on buildings systems, where applicable, in accordance with Federal, State, or Local laws, codes, or ordinances. See paragraph H.15 Personnel Qualifications for additional information. The Contractor shall provide the following position:

> Onsite Supervisor - The onsite supervisor is a person, designated in writing by the Contractor, who has complete authority to act for the Contractor on a day-to-day basis at the work site. The onsite supervisor shall have the authority to direct the workforce and the work to be accomplished under this Contract on behalf of the Contractor. The onsite supervisor's physical location shall be at the work site. When multiple shifts are required, the Contractor shall designate a minimum of one onsite supervisor for each shift. These individuals may be classed as working supervisor if so desired by the Contractor and may perform the functions of mechanic and supervisor concurrently.

Maintain communication with the Government during normal duty hours and after hours for emergencies. (See Section C.8.2, Communication Equipment).

a. Immediately notify the CO or their designee of any recognized safety hazard that might severely affect the building occupants.

b. Develop and submit to the CO or their designee within 5 days of Contract award a list of key personnel and emergency contact information (which may include subcontractor contacts, as applicable).
c. Shall have all Contract employees, including subcontractor employees, sign in and out, upon entering or exiting the building using a log established at each building for security and Contract administration purposes.

C.8.2 Communication Equipment

The Contractor shall provide key operational personnel (managers, supervisors, and duty mechanics) with portable electronic means to communicate with GSA for service requests, emergencies, status of projects, etc. Electronic communication methods may include the following:

a. Phone/Text messaging devices. The Contractor is responsible for all costs associated with the text messaging device. Examples are two-way pagers, cell phones with text messaging, BlackBerry, etc.
b. Fax. Receiving and sending faxes is acceptable as a secondary communication method for locations that have problems with wireless device signal strength. However, delaying faxes because of combined usage of voice and fax on the same line is not acceptable.

C.8.3 Onsite Records

The Contractor shall ensure that all records and maintenance reports required by the Contract, or produced in performance of work under the Contract, are maintained in an organized manner onsite in electronic format and be readily available on-site or via e-mail to the Government when requested. This includes inspection and maintenance reports received from outside inspectors or subcontractors. The Contractor shall receive, maintain and gather data, as well as other materials, including records and manuals, related to the support and operation of Government facilities. The Government retains ownership of all databases, information, and other materials received or developed by the Contractor in support of this Contract at all times.

C.8.3.1 Maintenance Reports

All maintenance reports pertaining to, or required by, any preventative maintenance items or required by this contract shall be attached to the corresponding maintenance item in the CMMS (if this capability exists). All such reports shall be referenced in the next Monthly report following the date of the completed maintenance. Any deficiencies or items requiring correction or repair shall either be entered individually into the CMMS as work orders, per the Repairs section of this contract. If the contractor disagrees with a report's findings or recommended corrective action, a written memo, describing the recommended corrective action and the reason for waiver of such action shall be sent to the CO or designee for evaluation. If the CO or designee decides it is in the best interests of the Government to proceed with the report's corrective action, the Contractor must enter each action as a work order in the CMMS and proceed with the correction action per the Repairs section of this contract.

C.8.4 Service Request and Administrative Support

The Contractor shall operate a service request and administrative support function during normal working hours, to act as a central point of contact for the Government and building occupants for service requests, and to track and maintain service request records in the CMMS. This includes service requests for work not under the scope of this Contract (i.e., performing a central service request desk function for the facility, regardless of who is responsible for responding to the service request).

The Administrative Support function will also include the following specific tasks:

a. Service Requests: Monitor, record, and track all incoming service requests in the CMMS per section C.8.5 of this contract. This includes service requests for work not under the scope of this contract (i.e., performing a central service request desk function for the facility, regardless of who is responsible for responding to the service request). Tracking of service requests shall include any necessary follow-up to verify completion or non-completion. Recording of service requests shall include, upon request, submittal of monthly CMMS reports to the appropriate personnel as designated by the CO or designee, per section C.11 of this contract.

C.8.5 Use of CMMS

GSA's goal is to use government-furnished CMMS systems in all locations, nationwide, as practicable.

The Contractor shall:

a. Attend the CMMS training provided by the government or provide documentation of training for employees that have already been trained on the CMMS
b. Where not previously established, the Contractor shall construct the inventory database (if applicable) or, in locations where the equipment inventory is present, use the Government-furnished CMMS to annually validate and update the equipment inventory database in accordance with Section C.10, Equipment Inventory.
c. Use the CMMS to identify, control, track, and schedule preventive maintenance work, service requests, and equipment inventory. The Contractor shall track historical maintenance and repair activities for each work order received during the performance of the Contract. All work done by the Contractor or any Contractor's subcontractors, shall be accomplished under and recorded by a CMMS work order.
d. All work orders must, at a minimum, record the following information: labor hours, costs for any parts, supplies, or materials used, and a brief description of the work involved to include changes in temperature settings if applicable.
e. Provide reports to the CO or designee as requested and in a format and media as requested. On a yearly basis, the Contractor will complete a CMMS audit in a format provided by the CO or designee. The Contractor will correct any deficiencies noted on the audit within in a month of receiving the report.

C.8.5.1 National CMMS

Currently there is a project to establish a national CMMS in all regions.
When this occurs, the Contractor will be required to transfer all data from the CMMS system database currently in use to the Government as specified by the CO or designee. The method and format for the transfer will be determined by a task by task basis. Contractor shall provide reports to the CO or their designee as requested and in a format and media as requested. Contractor shall transition (see CMMS Definitions) to the N-CMMS upon notification by GSA that the N-CMMS is ready to proceed. Contractor will have 90 days to complete this transition and begin use of the N-CMMS. Contractor will be responsible for delivering all Contractor furnished CMMS data to GSA in an electronic format compatible with GSA's N-CMMS Universal Donor Database.

The Contractor may be required to complete more data fields depending upon the format of the N-CMMS.

C.8.6 Quality Control Plan

A Quality Control Plan (QCP) shall be developed and submitted for approval to the CO or their designee 10 days prior to the start of the Contract. Upon approval by the CO, the Contractor shall

begin implementation of the QCP immediately to ensure Contract compliance. The intent of the QCP is to ensure that all Contract requirements are being met and that potential problems with building equipment and systems are identified, and resolved in a timely manner.

An acceptable QCP shall include, at minimum, regular inspections by onsite supervisory personnel and by one or more qualified outside parties. The QCP's system of checklists, inspection and work order sampling methodology, inspection frequencies, and a Contract compliance verification program shall be documented in the plan presented by the Contractor. Each inspection's work order sampling shall include preventative maintenance, tenant complaints, and repair items.

All QCP inspections, as well as any deficiencies found during inspections must be recorded in the CMMS per Section C.4.8. Any QCP activity, including all inspections performed, deficiencies found, and corresponding corrective actions must be included in the monthly report to the Field Office. All documentation shall be available in an electronic format, and be made available to the Government upon request during the term of the Contract.

C.8.7 Government Quality Assurance Surveillance Plan

The Government may inspect the Contractor using a quality assurance program through random inspections, scheduled inspections, or any other method of inspection that the Government determines reflects the actual successful performance of this Contract. As part of the Government's quality assurance program, the Government may:

a. Review and, if warranted, reject any reports or other submittals required from the Contractor.
b. Review performance and service records, including, if applicable, but not limited to monthly progress reports, Energy Performance goals, BAS data, CMMS data, Advance metering System, (AMS) and EAUS data and any computerized or hardcopy records maintained by the Contractor documenting performance under this Contract, and require correction of any unsatisfactory conditions noted.
c. Determine the adequacy of the Contractor's quality control program and documentation and the overall success of this program. The Government may order enhancements and/or add requirements to the plan if it determines the programs are insufficient or ineffective.
d. Obtain tenant satisfaction survey information and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in Contract requirements.
e. Conduct random and routine physical inspections of facility equipment and systems, to include programs and files maintained on computers and Contractor onsite offices and work areas, and require correction of deficiencies noted.
f. Perform inspections with Government personnel or independent third party inspectors.

C.8.7.1 Contract Performance

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other Contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

C.8.7.2 Methods

The use or nonuse of any quality assurance methods (e.g., a measurement and verification (M&V) program) by the Government will not constitute a waiver of or excuse from Contract

requirements. The Government may implement or change quality assurance measures at any time during the term of the Contract.

C.8.7.3 Cooperation – Inspections

The Contractor shall instruct all onsite personnel to cooperate with the Government or third party Contract inspector requests for physical space access, records access and information required to be furnished by the Contract. This includes answering honestly and comprehensively all questions related to performance of work. The Contractor shall provide personnel to enable inspectors, including third party Contract inspectors, to perform inspections of equipment. The Contractor shall notify the CO or their designee at least 2 weeks in advance if equipment is to be opened and available for inspection by the Government.

The Contractor shall open and operate the equipment for observation by all inspectors, and accompany all inspectors as needed, at no additional cost to the Government provided the Government requests the service at least 48 hours in advance, the inspections are performed during normal working hours, and no additional personnel are needed for normal building operations during the time of the inspection.

Most inspections will be performed during normal working hours. However, the Contractor shall provide personnel to enable access for inspectors who need to conduct observation and testing after normal hours to avoid possible disruption to tenants. If additional personnel or overtime will be necessary to comply with inspection tours, the Contractor must notify the COR prior to the start of the inspection.

C.8.7.4 CPARS

GSA uses the CPARS or similar performance measuring system to formally evaluate the Contractors performance. Evaluations are generally conducted annually or more frequently on or about the anniversary date of the Contract and also at the end of the Contract period.

C.8.8 Overtime Utilities Data Collection

The Contractor shall provide all assistance as needed, as directed by the CO, designee, or Regional personnel, to collect and record data collection for Overtime Utilities Reimbursable Work Authorizations. The Contractor shall ensure the supervisor and/or project manager and all personnel responsibility for assisting with Overtime Utilities attend training provided by GSA for Overtime Utilities.

C.9. BUILDING OPERATING PLAN

C.9.1 Building Operating Plan

The Contractor shall revise or prepare and submit for approval to the CO or designee, no later than the end of the transition phase, a building operating plan outlining their operating and general maintenance procedures for all major building equipment and systems (See Section C.9.2, Components of the Building Operating Plan, below). The purpose of the building operating plan is to be a "stand-alone" document that is a vehicle for the Contractor to document their plan for operating and maintaining the building. It is also a repository for several documents required throughout the Contract. One of the objectives of this plan is that, if key personnel are not available, then authorized staff should be able to refer to the BOP and manage and operate the building. The BOP contains critical information such as: points of contact, emergency procedures, energy plan and goals, hours of operation, locations of emergency shut off valves, the location of Occupancy Emergency and Continuity of Operations plans (OEP, COOP), drawings, equipment inventory, and any specific agency operating requirements.

The Contractor shall execute the Contract requirements in accordance with the approved building operating plan. The Contractor shall coordinate with the CO or their designee in developing the components of the plan in accordance with the building operating plan template provided by the CO or designee. The building operating plan shall be submitted as an electronic file (MS Word) with regular updates that reflect current personnel, subcontractors, equipment, systems, and operating procedures. The Contractor shall annually review and update the building operating plan and submit an electronic file (MS Word or searchable PDF) of the complete updated building operating plan on the anniversary of the Contract start date of each Contract year. If the Contractor fails to submit a satisfactory building operating plan at the end of the startup phase, the Government may suspend payments until a satisfactory plan is submitted.

C.9.2 Components of the Building Operating Plan (BOP)

The components of the building operating plan are not additional requirements but a compilation of requirements stated throughout the SOW. Some of the information/documents will be provided by the CO or designee to complete this plan, such as OEP, COOP, drawings, etc. The building operating plan shall contain:

Contact information (Local and corporate).

a. Description of staffing, responsibilities, and work schedules.
b. Standard operating procedures for operating building systems, to include at a minimum:
    1) Startup and shutdown times and procedures relative to various environmental conditions.
    2) Procedures to accommodate tenant overtime utility requests. Provide listings of mechanical equipment, hours of operation and separate procedures for heating and cooling, and data collection per Section C.8.8.
    3) Energy Conservation, Management and Control Systems, and Peak load demand management procedures (if applicable).
    4) Other operating strategies to maximize efficiency and minimize energy consumption.
    5) Descriptions of major mechanical equipment and sequences of operations for equipment systems such as schedules, settings, start-ups, shut-down, control sequences, etc.
    6) Locations of all major utility shutoffs, including gas, electric, and water.
    7) Locations of all electric rooms and a narrative of the areas served by each, to include emergency generators, substations and transformers, equipment that is on the emergency generator.
c. Architectural and Structural systems maintenance (façade, roof, gutters, drains, windows etc.)
d. Tour and watch locations, sign-in and documentation procedures.
e. Maintenance schedules, procedures, and a reference to which preventive or predictive maintenance standards or guides the Contractor will use. For fire protection and life safety systems include specific references to which inspection, testing, or maintenance shall be performed each week, month, quarter, semi-annually, annually, 5 years, etc., in a format for the applicable NFPA code or standard. This should include Emergency Generator and Fire pump operation for both regular maintenance and automatic and manual starting in an emergency.
f. List of test equipment to be maintained onsite to support troubleshooting, sensor calibrations, etc.
g. Vertical Transportation, if applicable, escalators, elevators, dumb waiters or note Contractor information.
h. Location of equipment inventory and a description of how building equipment inventory data is maintained and updated.
i. Service request and repair procedures, to include staffing and procedures for service requests, during operating hours, after hours, and emergency function, if applicable.

j. Safety, Security, Disaster Emergency Response, Recovery and Reporting Procedures Reference the location or incorporate contingency plans for:
   1) Loss of the Contractor's onsite personnel (i.e., strike, walkout, injury, abrupt resignation).
   2) Civil disturbance or major security threat.
   3) Natural disasters, bombing, or other event that damages the building's structure or utilities.
   4) Floods, including flooding caused by plumbing breaks.
   5) Hazardous materials including asbestos, lead paint, leaks or spills, water management
   6) Utilities curtailment plans and shut off locations.
   7) Inoperability and impairment of fire protection and life safety systems (including fire watch and impairment procedures (e.g., red tags, etc.).
   8) Location of fire alarm control unit/fire control room/instructions to operate PA system in emergency if applicable.
   9) Location of incoming municipal fire protection water supply
   10) Location of fire sprinkler riser rooms
   11) Location of fire pump.
   12) Location of sump and sewage ejector pumps and emergency procedures.
   13) Pressure booster and reducing stations, back flow preventers.
   14) Underground Storage Tanks.
   15) Confined Space Locations.
   16) Portable Fire Extinguisher Locations
   17) Defibrillator Locations
   18) Radon mitigation program if applicable.

k. Other contingency plans as necessary to support the Government's Continuity of Operations (COOP), Occupant Emergency (OEP), and Shelter in Place planning for the site. Description of environmental regulatory requirements such as Air Quality Management District and include rules that apply to equipment in the building, which permits are necessary, inspection and certification requirements and other essential information. Identify how the administrative and technical requirements will be managed for the timely accomplishment of all Contract requirements.
l. Assignments of Responsibilities: Identify personnel with Quality Control Plan functions and the personnel with authority to commit funds, and the dollar level of that authority for this Contract.
m. Description of demand response or utility curtailment programs in which the building participates, to include communications protocols and curtailment activities.
n. Specific agency operating requirements, if applicable, i.e. temperature and humidity levels, lighting, security requirements, etc.

C.10. EQUIPMENT INVENTORY

The Contractor shall, on a continual basis throughout the life of the contract, maintain and update the existing equipment inventory for all buildings listed in this contract. All equipment inventories shall be stored in the CMMS. Any equipment labeling (RFID, bar codes, etc.) shall also be updated as necessary and shall be kept fully functional at all times.

The equipment inventory shall consist of: (1) all equipment of types that requires maintenance or certifications pursuant to the PBS Maintenance Standards or applicable code requirements, (2) equipment which is operated through a sequence of operations, (3) electronic controllers and network devices, (4) sensors, (5) Agency owned sensors, if applicable.

The Contractor shall:

a. Update equipment data in the CMMS when equipment is added, removed, or retrofitted as part of a project, or discovered by GSA or the Contractor. A summary of any updates should be included in the next monthly report. This may include manual data entry into the CMMS or use of a hand-held scanner or phone to update the inventory. All equipment inventory updates to the CMMS shall be completed utilizing the data categories contained in the spreadsheet listed in **Exhibit 16, Equipment Inventory**. This spreadsheet contains the following equipment data: Equipment ID, Equipment Type, Equipment Description, Asset Identification Code, Manufacturer, Model Number, Serial Number, Equipment Status, Building Number, and Location.
b. Review and update equipment records including asset information, maintenance records and preventive maintenance records any time maintenance is performed on a piece of equipment. This may include manual data entry into the CMMS or use of a hand-held scanner or phone to update the inventory
c. The equipment inventory shall be reviewed by the Contractor no less than annually for accuracy and for compliance with Exhibit 16. This annual review shall be approved by the CO or designee by sending an electronic copy of the equipment inventory, as well as any changes to the preventative maintenance schedule, to the CO or designee. If no changes have been made, the Contractor may submit correspondence stating that no changes to the building's inventory have been made for the past twelve months.
d. Equipment Inventory System (RFID /Bar Code labels)
The Contractor shall continually utilize, maintain, and update any existing inventory equipment at no additional cost to the Government per the procedures listed in **Exhibit 20, RFID Procedures**. This includes updating any RFID tags as maintenance is performed and ensuring that any RFID batteries are replaced as they expire. The Contractor is responsible for ensuring all equipment has an associated tag that is interfaced into the CMMS system and that the battery is operational; non-temperature tags (TMT) may be replaced during performance of the preventative maintenance item if there is indication that the battery is low, or every four years, however (SMT) temperature tags must be replaced every two years. The CMMS inventory should match the equipment inventory system that is physically attached to the equipment at all times. Any materials or equipment purchased by the Contractor for the Equipment Inventory system shall remain the property of the Government. This includes any scanners, RFID tags, bar code labels or label-making devices. All equipment and bar code labels purchased shall conform to the specifications listed in Exhibit 20.Likewise, any RFID tags being removed from equipment being retired shall be remain the property of the Government and shall be treated as Sensitive but Unclassified Building Information, and be either re-used or turned into the Property Management Office.

Omissions or errors with the existing inventory do not relieve the Contractor from the responsibility for the maintenance of the equipment. If the inventory data does not meet Contract requirements, action to withhold payments will take place.

The Contractor may request equitable adjustment pertaining to physical changes in building equipment is to be submitted to the CO or designee per Section B.5. No adjustments may be made in arrears, i.e. for maintenance that has already been performed; the Contractor should not perform maintenance or repairs on new equipment without the permission of the CO.

C.11. MONTHLY PROGRESS REPORTS

The Contractor shall develop a monthly progress report using CMMS data, describing the status of maintenance and operations as of the last day of the performance month. The report shall be submitted to the by 5th working day of the subsequent month. This report shall include:

Work Order status of all maintenance, repairs, service calls (normal working hour service calls with a response time greater than two hours must be highlighted, along with tenant complaints), to include deferred, completed, and active (include estimated completion date), by type of work i.e., reimbursable, repairs

a. Copies of preventative maintenance for which a separate report has been generated, i.e. annual boiler and chiller maintenance, backflow testing, three-year maintenance items, etc.
b. Monthly water treatment test results
c. List of any equipment out of service.
d. Explanation of any equipment, designed to be controlled by the BAS, operating in manual mode as of the end of the performance month, and of any other overrides to sequences of operations in effect as of the end of the performance month.
e. Operating schedule changes (manual or programmed)
f. Description of any lost time accidents or other safety problems, including incidents involving hazardous materials that occurred during the performance month
g. Copies of quality control inspections performed and any corrective actions taken, during the month attached to the report.
h. Building Management Support Services (utility hours/miscellaneous work) provided during the month.
i. Copy of arrival and departure reports
j. Any calibration documentation performed in the past month
k. Refrigerant control logs shall be updated as required, and a copy sent with the monthly report.
l. Main and day tank emergency diesel fuel levels
m. Complete Exhibit 12, and provide a review of energy performance trends as of the end of the performance month and description of likely causes of significant changes from the same month 1 year prior.
n. Summary of any updates or changes to any equipment inventory.

C.12. PERFORMANCE REVIEW MEETINGS

The Contractor shall meet monthly with the CO or their designee and other Government representatives, at the discretion of the CO or designee, to review Contract performance.

C.13. EQUIPMENT CONDITION ASSESSMENTS

During the performance of the requirements of this Contract the Contractor shall note the condition and efficiency of building equipment and systems on an ongoing basis. Any equipment or systems that the Contractor determines are reaching the end of their life cycle shall be brought to the attention of the CO or their designee. The Contractor shall state what they believe the expected lifecycle of the listed equipment is, and list any potential causes related to a reduced or unexpectedly shortened lifecycle. When requested, the Contractor shall complete and submit to the CO or their designee an itemized equipment condition assessment with their recommendation for equipment or system upgrades or replacements (that has reached end of their life cycle), including a text description of each recommended upgrade or replacement and their life cycle cost analysis that shall include estimated project cost. The equipment condition assessment reports shall be produced in Word, Excel, or PDF format, as directed by the CO or their designee, and submitted electronically as an email attachment delivered to the CO or their designee.

C.14. RESERVED

C.15. REFERENCE LIBRARY

The Contractor shall maintain a comprehensive reference library that includes building design or record documents, renovation or equipment retrofit design or record documents, maintenance reference documents, applicable NFPA codes and standards, fire protection system as-built drawings, fire protection system operations and maintenance manuals with copies of approved submittals, fire protection system parts list, fire protection system zoning scheme, fire protection system sequence of operation matrix, HVAC Operations Manual (if one has been developed), building operating plan, energy and other building technical studies, hazardous materials surveys, and other documents necessary to document the design, function, and condition of the building. The Contractor shall safeguard this information in accordance with the provisions of Section H.6., Sensitive but Unclassified Building Information (SBU).

C.16. REVIEW OF DESIGN DOCUMENTS

Utilizing the most qualified onsite personnel familiar with the operations of the facilities covered under the scope of this Contract, the Contractor shall review design and construction project documents as requested by the CO or designee. The purpose of this review is to allow the Contractor to comment on any negative impact the proposed project may have on their ability to efficiently operate the building equipment or systems. When requested to perform these services, the Contractor will be compensated for the actual time required spent. The Contractor should also be allowed to provide input or propose ideas that may improve the operations and provide value engineering.

C.17. BUILDING MANAGEMENT SUPPORT SERVICES (miscellaneous escort hours)

The Contractor shall provide reasonable and competent assistance during normal working hours to GSA personnel or other GSA Contractors performing energy studies, engineering studies, building condition evaluations, fire protection facility surveys, project designs within the building, and other access needs. Such assistance shall include escorting investigatory personnel through spaces in the building in accordance with building security requirements, explaining the operation and condition of equipment and systems to investigatory personnel, and providing access to trend data, maintenance records, reference library materials, and other pertinent building technical data to investigatory personnel. The CO or their designee shall inform the Contractor as far in advance as possible of the actual date and time these services are needed. The Contractor will be compensated for the actual additional time required to escort the GSA personnel or visiting Contractors ONLY if additional personnel are needed for the escorting; if the Contractor can perform the escorts without calling in additional personnel for the escorting or performing other work, no compensation will be provided. The number of additional hours shall be reported in the Monthly Progress Report per Section C.11.

C.18. INSPECTIONS AND ASSISTANCE FOR SPACE BUILDOUTS

When tenant improvement or space alteration work is completed in the building, the CO or their designee may request that the Contractor inspect the space to verify that all offices have appropriately zoned air supply and return ductwork and diffusers, appropriately zoned lighting circuits, and all zone HVAC/lighting controls have been adjusted appropriately and labeling of breakers in electrical panels and outlet cover circuit designations are complete.
Obvious problems or conditions that may potentially affect the efficient operation of the building or create a negative impact on the tenant shall be immediately reported to the CO or their designee.

C.19. EMERGENCY SHUTDOWN INSTRUCTIONS AND TOUR CHECKLISTS

Emergency shutdown instructions (including contact name and telephone numbers) and tour inspection checklists and Lock-Out-Tag-Out procedures shall be posted by the Contractor in all mechanical rooms and or electrical rooms, as applicable to the equipment in the given room. Such instructions and checklists shall be posted in an accessible and conspicuous location. All instructions and checklists will be recorded in the CMMS if the CMMS has this capability.

C.20. LABELING OF ELECTRICAL CIRCUITS

The labeling of the electrical circuits shall be maintained up to date. When another Contractor (not the O&M Contractor) adds or modifies electric circuits the O&M Contractor shall verify that the new wiring meets all applicable codes as soon as possible after the installation. The O&M contractor shall also verify that new wiring is properly labeled at each affected panel. In the event the new installation does not meet current codes, the O&M Contractor shall immediately inform the CO or their designee. The O&M contractor is responsible for updating the single line diagrams using the original electronic file format.

C.21. OPERATIONAL REQUIREMENTS

C.21.1 General

The Contractor shall provide building operations services for all systems covered by this Contract, so as to maintain uninterrupted utilities services, and environmental conditioning to tenants during normal working hours, and at other times as described in this document, so as to preserve the asset value of the facility and its systems and to otherwise minimize operating costs to the Government without compromising other Contract objectives or requirements. The Contractor shall be briefed on GSA's policy regarding overtime utilities to better understand what is required by the O&M Contractor, and what is considered standard and above standard services. Some or all of these requirements are to be documented or referenced in the Building Operating Plan, per section Paragraph C.9.2.

C.21.2 Extended Operating Hours

Areas of the building may need extended operating hours during the performance period of the Contract. The Contractor will be notified of these changes as soon as possible.

C.21.3 Continuity of Operations (COOP)

The Contractor shall operate the facility and participate in emergency operations in support CEP as specified in Section H.21. Occupancy Emergency Plan to the fullest extent possible during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, severe weather, terrorist threats, contingency operations, unless ordered to evacuate the building by a Government representative, emergency personnel, or the representatives of the Local jurisdiction.

C.21.4 Emergency Operations Plan

The Contractor shall be responsible for developing an emergency operations plan within the building operating plan and shall become thoroughly familiar with the Government's occupant emergency plan and other regional plans as applicable. The Contractor's plan shall include the following information: position and contact phone number of each Contractor person, what each position is responsible for in each emergency, general administrative support the Contractor will provide during emergencies and any subcontractor support and contact information.

C.21.5 Tenant Environment

Lighting levels shall be adjusted under the guidance of the CO or their designee where they can be adjusted without changing fixtures (e.g., tuning dimmable ballasts, de-lamping). The Contractor should note that while the PBS P100 establishes target lighting levels, light quality,

specific tenant requirements, energy conservation, and other individual factors also have an impact on requirements. Environmental standards shall meet ASHRAE Standard 55-2004, Thermal Environmental Conditions for Human Occupancy and ASHRAE 62.1-2007, Ventilation for Acceptable Indoor Air Quality (Guiding Principles) and be maintained throughout normal working hours in the most efficient sequence. Equipment startup shall occur efficiently in order to fully attain environmental conditions by the start off normal working hours. The contractor shall comply with the FMR 102-74.185, and strive to achieve temperature settings of 74°F to 78°F ± 2°F during the summer months and 68°F to 72°F± 2°F during the winter months per Executive Order 13423. These recommended temperature settings are for the building's envelope, not individual offices. The Contractor shall report significant changes in the operating conditions to the CO or designee. If the building is incapable of meeting the standards and changes of ASHRAE Standards 55 and 62 at any time, such deviation shall be explicitly reported to the CO or their designee.

C.21.6 Energy and Water Efficiency

The Contractor shall operate equipment and systems as efficiently as possible without compromising service to the tenants. Failure to operate equipment prudently (e.g., unnecessarily setting demand peaks, simultaneously heating and cooling, operating equipment when not needed, overriding set point unnecessarily, or failing to correct underlying conditions) may result in deductions. The CO or their designee will provide the Contractor with Operational Performance Targets (See Exhibit 10) for energy and water, where data is available within the first quarter of the award of the Contract.

C.21.6.1 Energy and Water Efficiency report submittals

The Contractor shall complete and submit Exhibit 13, Building Annual Energy and Water Efficiency report on an annual basis no later than 5 days the anniversary date of the contract. The Contractor shall also work with the CO or designee to complete Exhibit 10, Building Energy and Water use operational targets; the Contractor shall also submit Exhibit 12, Monthly Building Energy and Water Use report on a monthly basis with the Monthly Progress Report per section C.11.

Exhibit 10 shall identify measures to conserve energy, any operational or physical changes to the system, plant, or equipment, and optimization opportunities to reduce consumption or cost. The Contractor shall report monthly and annually (Exhibit 12&13) energy and water usage as compared to the previous year, and document energy and water saving initiatives and put forth possible explanations for why performance goals were, or were not, met.

C.21.6.2 Energy and Water Efficiency Technology

The Contractor is to make full use of available analytic tools (e.g., BAS, AMS, Building Link data) to diagnose problems and identify operational improvements. The Contractor, in coordination with the CO or designee, shall pursue the use of energy-efficient replacement parts and equipment items (not limited to Energy Star ® or FEMP-designated Energy Efficient products, Water Sense, Design for the Environment products) that will meet or exceed the requirements of this statement of work. In cases where equipment is being replaced or upgraded to high efficiency models the Contractor shall investigate all potential energy rebates that would be advantageous to the government. Any rebates received from a service utility provider shall be assigned to the Government.

C.22. SYSTEM PERFORMANCE STANDARDS OR PROCEDURES

See Exhibit 21 – NARA 1571, Archival Storage Standards

C.23. SERVICE REQUESTS

C.23.1 General

The Contractor shall respond to all service requests, initiate corrective actions as needed, and identify any repair requirements on a continuous basis throughout the life of the contract. Service requests may be of a routine, urgent, or emergency nature, and may occur either during or after the normal working hours. Service calls occurring during normal working hours shall be responded to without additional cost to the Government; additional compensation for service calls responded to after normal working hours is permissible provided the service call is not due to negligence on the part of the Contractor. Additional compensation shall be based upon Section B of this contract. The Government (or, where applicable, the tenant agency) may transmit work orders to the Contractor for service requests or emergency service request and callback orally, by email, by creation of a work order by a Government employee or representative, or by generating an automated work order. The Contractor shall respond according to specified service response times as listed below.

C.23.2 Emergency Service Request

Emergency service requests are service requests where the work consists of correcting failures that constitute an immediate danger to personnel or property, including but not limited to: water leaks of a serious nature or reports of significantly wetted spaces indicating a water leak, electrical power outages, electrical problems that may cause fire or shock, gas or oil leaks, major air conditioning or heating problems, etc., or any work considered by the CO or their designee to be of an emergency nature. The Contractor shall respond to emergency service requests immediately (within the shortest possible time consistent with the mechanic's location) during normal working hours and within 2 hours after normal working hours. The Contractor shall remain on the job until the emergency situation has been secured and adequate temporary repairs have been made. Permanent repair shall be governed by the repairs provisions in this document. For emergency service performed after normal working hours, the Contractor shall provide a written accounting of any work performed, to include costs incurred and plan for permanent correction of the problem, to the CO or their designee the morning of the next working day.

Stalled elevators with trapped passengers: After-hours response for stalled elevators is part of the firm-fixed price for VTE contractors and shall be responded to by qualified VTE specialists at no additional cost to the Government.

C.23.3 Urgent Service Request Response

Urgent service requests are those service requests where the work consists of correcting failures that interrupt, or otherwise adversely impact, either GSA operations or building occupant operations, but do not pose immediate danger. Examples of these types of service requests include, but are not limited to, inoperative electrical circuits, temperature complaints, inoperative lighting above a work station, flush valve stuck open, any malfunctions to equipment that affect the operations of building occupants, or any work considered by the CO or their designee to be of an urgent nature. The Contractor shall respond to urgent work requests within 2 hours during normal working hours. The Contractor shall remain on the job until the urgent repairs have been made. Permanent repair shall be governed by the repairs provisions within this document.

C.23.4 Routine Service Request Response

The Contractor shall respond promptly to routine work requests (i.e. plumbing & lighting issues) and complete the required work within 8 hours of notification. The Contractor shall immediately notify the CO or their designee with a written extension when the routine service call cannot be completed within the specified timeframe.

C.24. TOURS

C.24.1 General

The Contractor shall tour major building equipment at set frequencies. Log sheets associated with major operating equipment shall be completed at the time of tours and the sheets stored electronically in the CMMS if this capability exists. Log sheets should have established design condition numbers for reference against actual readings at the time tours are performed, if applicable. Paper log sheets need not be used for equipment monitored and data logged by the BAS, if such monitoring and data logging provides a sufficient database of operating data to allow for analysis of trends in equipment performance and troubleshooting. The Contractor shall document all tours completed in the CMMS. All anomalies or abnormal conditions noted during the tour shall be entered as remarks on the tour sheet and a work order shall be initiated for corrective action by the Contractor.

C.24.2 Operating Logs and Tour Check Sheets

Operating logs and tour sheets shall be maintained by the Contractor for major equipment. Information recorded on the logs shall be adequate to track the operating hours and performance history of the equipment and correspond to any pertinent information recorded in the CMMS. Operating log headings shall contain operating parameters that indicate the tolerance bands for acceptable performance, if applicable.

Tour check sheets shall be stationed at major points for building tours (for example, air handler rooms). These shall be checked initialed and dated by the Contractor when tours are performed. There shall be either separate tour check sheets for each frequency of inspection or (preferably) different checklist columns on a standard tour check sheet for each frequency. Tour sheet headings shall contain operating parameters that indicate the tolerance bands for acceptable performance, if applicable.

C.24.3 Tour Frequencies

Minimum:

DAILY: Major HVAC equipment (when in operation), including boilers, chillers, cooling towers, pneumatic control air compressors, and air handler rooms. Fire alarm system control units (e.g. fire alarm system control units shall not have any unwanted trouble conditions). Steam system reducing and regulating stations. Special HVAC for critical functions.

a. WEEKLY: Distributed HVAC equipment including package units and external condensers, pumps, motors, sewage ejectors, fire pumps, and generators.
b. TWICE PER MONTH: Battery systems and uninterruptible power systems (UPS).
c. MONTHLY: Transformers, secondary electrical rooms, switchgear and primary electrical equipment rooms, condensate drip pans and roofs.

C.24.4 Condensate Pans

The Contractor shall conduct inspections and regular cleaning of the condensate drip pans of all air handling units, A/C package units, window A/C units, and other equipment items and or systems that physically have drip pans to ensure that they drain properly, remain clean, and remain free of rust. Existing rust (at the beginning of the contract) shall be monitored to prevent further oxidation, and replaced if possible.

Such inspections shall be conducted in accordance with the tour program and be performed no less frequently than monthly. Monthly inspections are the absolute minimum; inspections and cleaning should occur frequently enough to prevent any build-up of dirt or grime, and to ensure no areas become oxidized (rusted). Buildings located in areas of high humidity should have frequent (i.e. daily or weekly) inspections and cleanings.

Pans that are not level or that leak shall be reported to the CO or designee. All drip pans shall be treated with an appropriate biocide to control the growth of algae, etc. If any condensate pans are inaccessible, the Contractor shall notify the CO or their designee immediately.

C.24.4.1 Condensate Pan UV lighting systems

If any cooling coils use U.V. lighting systems for biological control, the Contractor shall ensure that all lights remain fully operational at all times; all lights should be replaced per the manufacturer's instructions, and all should be replaced at once to ensure a complete and uniform light distribution at full intensity. Pans that have standing water in a regular basis should still have biocide applied to the pan.

C.24.5 Monitoring of Central Plant Equipment

Where central plant equipment (chillers over 20 tons capacity, boilers over 10 pounds per square inch (PSI) is not (1) controlled through a sequence of operations programmed in a BAS, and (2) centrally alarmed with alarm paging, operational watch procedures, in addition to tour requirements specified elsewhere in this document, shall be performed as follows:

a. Monitoring the starting, stopping, and loading of equipment.
b. Checking all operating equipment in the watch area every 2 hours.
c. Recording operating data in appropriate logs or records every 2 hours.
d. Making adjustments at the central control panel in response to changing operating conditions.

For fire protection and life safety systems, tour frequencies shall be in accordance with the requirements in the applicable NFPA code and standards.

C.25. DEMAND RESPONSE PROGRAMS

The Government may participate in any of the available demand response programs or critical peak pricing tariffs administered by utilities, State agencies, or third-party administrators. If the Government participates in such a program and advises the Contractor of the requirements of the program, the Contractor shall cooperate fully in the implementation of the program.

C.26. CURTAILMENT PROGRAM

The Contractor shall develop a curtailment program in consultation with the CO or their designee and subject to approval; the program shall be described in the BOP (C.9.2). The Contractor shall implement all approved curtailment measures (which might typically include turning off unnecessary lighting, implementing temperature setback programs, etc.) immediately on notification of a curtailment, in accordance with the plan. Failure to diligently manage systems in accordance with such programs may result in performance deductions for excess costs or loss of revenue to the Government.

C.27. BAS ALARM RESPONSE

The Contractor shall maintain and operate all BAS systems using qualified employees. BAS alarms shall be treated as service requests and responded to accordingly. Any major adjustments to set points to accommodate tenant comfort shall be approved in advance by the CO or designee. Repetitive or associated alarms may be treated in the aggregate and tracked under the work order system established in the CMMS. Communications for alarms set up for remote notification shall be tested on a recurring basis.

Not later than the end of the transition phase, the Contractor shall identify for the Government all alarm points with originating point identification information (device ID, point number, description), so that the Government, at its discretion, may arrange for automatic generation of work orders from alarm conditions.

C.28 ADVANCED METERING PROGRAM

GSA's purpose for installing these meters is to monitor, identify, and implement opportunities to reduce energy usage at the building(s) and, in some cases, to verify that the utility companies are billing correctly. In many cases, the AMS will be connected to the BAS. It shall be the Contractor's responsibility to partner with GSA to fully utilize the AMS to develop and implement strategies that will result in overall energy reductions per Section C.21.6. The Contractor shall have complete access to the AMS and shall ensure all those tasked with monitoring the meters be trained as stipulated in ***H.15.3.16, Qualifications of AMS, BAS Technicians.*** The Contractor shall demonstrate minimum competency in developing energy/water usage graphs If the electric advanced meters are capable of measuring power quality, the contactor shall be sufficiently familiar with the software module to utilize this information when troubleshooting electric power issues such as transients, voltage disturbances, power factors, and harmonics.

C.28.1 Advanced Metering System Verification and Calibration

The Contractor shall verify daily that each of the advanced meters is functioning properly and are communicating to the regional and/or central office server. Where advanced meters are connected through the BAS, the Contractor shall verify proper communication on a daily basis. Any communication failures shall be corrected prior to any loss of data. In the event of a communications failure, the Contractor should refer to both the manufacturers and GSA's troubleshooting guides. The Contractor shall be responsible for the recalibration of the advanced meters in accordance with the manufacturer's recommended frequency or sooner if there is evidence that the meters are not reading correctly. Calibration, if required, shall be scheduled in the CMMS in advance along with other building preventive maintenance tasks. Documentation of the recalibration shall be submitted with preventive maintenance reports. Where weather sensing equipment is installed as part of the AMS, Contractor shall ensure proper daily communication and shall recalibrate in accordance with the manufacturer's recommended frequency.

C.29. PROTECTION AND DAMAGE

The Contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions from developing within the systems covered by this contract. The Contractor shall also continuously work to prevent damage to Government property and to help maintain security. The Contractor shall promptly report any hazardous conditions or breaches of security to the CO, their designee, or to security personnel if applicable. The Contractor shall protect Government property, buildings, materials, equipment, supplies, records, and data within the Contractor's control against unauthorized access, loss, or damage and excessive energy consumption. The Contractor shall establish a system for onsite work force personnel to report potentially hazardous conditions in the building to the CO or designee. The Contractor and Contractor's employees and subcontractors shall comply with the GSA's Rules and Regulations Governing Public Buildings and Grounds (as posted in the building) and shall promptly report violations by employees, or as otherwise observed, to the CO or their designee or security personnel. The Contractor shall provide reasonable assistance to security or emergency response personnel as needed.

C.30. NEGLIGENCE

The Contractor shall provide all labor, materials and equipment necessary for the protection of Government personnel, equipment, furnishings, buildings, and facility accessories (such as parking lots, fences, etc.) from damage caused by Contractor's negligence. Any items damaged due to work performed by the Contractor or subcontractor working for the Contractor shall be repaired or replaced to its original condition and at no additional cost to the Government. If equipment shall be operated beyond normal conditions to prevent damage to equipment, the Contractor will be responsible to pay for additional energy used as a result of negligence.

If it is determined, by at least two independent, 3rd party inspectors, that equipment requiring repairs could have been prevented due to lack of preventative maintenance, the Contractor will be considered negligent unless the Contractor can provide evidence of having completed the preventative maintenance in the form of CMMS work orders and other required documentation,

C.31. KEY CONTROL

The Contractor shall follow the building's key control program. Keys issued to the Contractor or the Contractor's personnel or subcontractors shall be signed for and not transferred to other personnel unless recorded in the key control log. The Contractor is financially liable for the cost of rekeying if keys are lost or not recovered from terminated employees or subcontractors.

C.32. DISRUPTIVE OR HAZARDOUS TOOLS

The CO or their designee shall approve use of impact tools and power-actuated tools during normal working hours. Burning or welding equipment may be used only with written permission from the property management office or CO or designee. A Welding and Burning Permit (GSA Form 1755 or equivalent) shall be issued in advance for each day welding or burning is performed.

C.33. SCHEDULED DISRUPTION TO UTILITIES, LIGHTING, FIRE PROTECTION & LIFE SAFETY SYSTEMS, OR SPACE CONDITIONING

Any work that will disrupt utilities, fire protection and life safety systems, lighting or space conditioning for building tenants shall be scheduled and approved in advance with the CO or their designee and is generally required to be performed outside of normal working hours.

C.34. PLUMBING AND RESTROOMS

Plumbing systems throughout the building, shall be maintained, repaired, and kept functional to the point of service delivery as defined by the utility company. The Contractor shall ensure all system drains, including storm drainage and roof drains, remain clear and unobstructed. The Contractor shall take any necessary steps to prevent odors emitting from drains or other plumbing systems into occupied space, to include keeping water in traps appropriately maintained. The Contractor shall clear toilet and sink blockages as necessary. Such requests will be transmitted to the Contractor by the CO or their designee through service request procedures.
When replacing plumbing fixtures, the Contractor shall research potentially water-saving devices that do not compromise operational efficiency prior to proceeding with the repair, unless directed otherwise by the CO or designee. (For additional information see: http://www.epa.gov/watersense/)

C.35. MAINTENANCE PROGRAM

C.35.1 General

The Contractor shall establish an effective system for scheduling and performing scheduled preventive maintenance on all building equipment and systems requiring a preventive maintenance procedure covered under the scope of this Contract. The Contractor shall submit this system to the CO or designee, including the list of items receiving a preventive maintenance procedure as well as the specific maintenance standard or guide describing the preventive maintenance procedure and frequency (see Section C.35.2, Maintenance Standard, below), for approval within 5 days prior to Contract start date.

C.35.2 Maintenance Standard

As part of the Contractor's established system for scheduling and performing scheduled preventive maintenance (See C.35.1, General, above), the Contractor shall propose to the CO or

designee, preventive or predictive maintenance standards or guides for each piece of equipment in the systems covered in Section C.1 where the manufacturer/designer recommends preventive maintenance. Minimally, the preventive or predictive maintenance standards or guides proposed by the Contractor shall be based on either the manufacturer's recommended maintenance or the Public Buildings Service Operations and Maintenance Standards 2012 (**PM Guide, Exhibit 17**). Alternatively, maintenance may be contained in a set of guides proposed by Contractor. These may be based on a combination of equipment manufacturer's recommendations, the PBS O&M Standards, (PM Guide), sensor technology, diagnostic software, Contractor's experience and other sources. The equipment requiring Contractor proposed preventive or predictive maintenance standards or guides shall include all of the building equipment when any of the following equipment characteristics apply:

a. The equipment normally requires periodic replacement of consumable components.
b. The equipment normally requires periodic or occasional cleaning.
c. The equipment has moving parts.
d. The equipment is prone to failure before overall obsolescence of the system it serves.
e. The equipment is of a type itemized in the NETA, Maintenance Testing Specifications.
f. The equipment requires inspection, testing, and maintenance in accordance with NFPA codes and standards.
g. The equipment requires maintenance in accordance with any other provision of this Contract.

If the Contractor chooses to solely depend on the GSA PM Guide for the preventative maintenance frequency and tasks, the Guide frequencies and tasks shall be followed without exception unless specific exclusions are listed in this Scope of Work.

C.35.3 Application of Diagnostic Software

GSA is in the process of fielding diagnostic and optimization software to detect problems and inefficiencies in equipment operation. The Contractor shall act on the recommendations of such diagnostic and optimization software reporting. This may include using the results of the diagnostic and optimization software to manually generate a service request, or to respond to a service request automatically generated by the diagnostic program application. Problems detected that indicate an actual repair or operational item that falls within the Contractor's responsibility shall be entered into the CMMS as work orders. The failure of the Government to implement such diagnostic programs does not relieve the Contractor of responsibility for detecting, diagnosing, and correcting deficiencies and inefficiencies.

C.35.4 BAS Control Systems

Control systems in shall be maintained as designed. The Contractor is responsible for the following:

1. Operation and use of Control systems to operate building systems correctly and as designed;
2. Proper functioning of controllers, sensors, meters, controls product line routers and other hardware devices installed to monitor or control equipment except Jace devices installed under the GSALink program;
3. Non-IP network (e.g., MS/TP secondary network) hardware to include cable;
4. Cooperation with and reasonable field assistance to the separate application support contractor in troubleshooting problems which have not been diagnosed and resolved as to responsibility;
5. Working with GSA or the application support contractor by telephone to resolve problems which require a field presence, such as rebooting workstations, restoring power to or rebooting field devices, etc.

6. Notifying the GSA IT help desk or GSA's applications support contractor, in accordance with current GSA policies, where problems arise which the Contractor believes to not be the Contractor's responsibility, to include problems with sequences of operation not functioning correctly or optimally.
   It is not acceptable for the Contractor to leave Controls overridden for prolonged periods of time.

The Contractor is not responsible for maintenance or support of the following:

- BAS workstations
- Ethernet network equipment to include cable, switches, and routers
- BAS application software and other server or workstation software
- Servers where the BAS application software resides
- BAS communication circuits
- JACE devices installed under the GSALink program

The Contractor is responsible for the correct use, and protection, of all such hardware and software in accordance with GSA policies. The Contractor may be held liable for damage to software or hardware or for disruption to other users of such hardware or software, resulting from the Contractor's negligence or incompetence.

The Contractor and the Contractor's employees must comply with GSA's IT security requirements, to include but not limited to obtaining HSPD12 clearance, obtaining GSA login accounts, attending on-line IT security training.

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

C.35.4.1 Systems outside the GSA Network

All computers networked with building monitoring and control systems located inside GSA facilities, or which provide storage of and/or access to GSA data, which includes data related to energy usage, industrial systems controls, physical access controls, or lighting controls, are required to be hosted exclusively on GSA's physical network and system infrastructure, unless otherwise excepted. ***In the event a system resides outside the GSA network the Contractor shall have responsibility for maintenance of the hardware and software of the system. The following standards apply:***

a.) An approved antivirus software subscription shall be kept in effect and the software used at all times.

b.) All internet connectivity to the building control systems must be approved by GSA's Office of the Chief Information Officer.

c.) All vendor provided software that has an End User License Agreement must be presented to and approved by GSA Office of the General Counsel before that software is purchased.

d.) Contractor personnel shall be prevented from using the system to connect to Web sites not reasonably related to building operations.

e.) Antivirus and spyware scans shall be conducted monthly.

f.) The Contractor is responsible for keeping all workstation and server operating systems updated, to include Windows (or other operating system), JAVA, Adobe and all other standard software. Critical updates shall be downloaded and installed monthly.

g.) Complete data backup to a CD, DVD or flash drive, to include trend logs and control software, shall be conducted whenever a software or programming change is made but no less frequently than monthly.

h.) Disk drive maintenance to include defragmentation shall be performed quarterly

i.) The Contractor is responsible for software and security updates to all vendor provided systems devices.

j.) The Contractor is responsible for the programming of the sequences of operations to include reprogramming such sequences where necessary to resolve operational problems.

C.35.4.2 Reporting

The Contractor is responsible for notifying the Government if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use. The Contractor is responsible for notifying the CO or their designee if any systems are running out of sequence or manually. All instances shall be reported to the CO or their designee immediately and documented in the monthly report. The Contractor is responsible for retaining an adequate level of expertise to manage the control systems. If the Contractor does not have a manufacturer-trained or equivalent BAS operator onsite, the Contractor shall enter into a subcontract that must include regularly scheduled support (not merely support on a contingency basis), with a firm that has these skills.

C.35.5 RESERVED

C.35.6 Ongoing Commissioning */Re-Tuning*

The Contractor shall conduct the six step Re-Tuning procedure described in the Pacific Northwest National Laboratory (PNNL) (http://retuningtraining.labworks.org/training/lms/) Building commissioning training website. The initial frequency of the Re-Tuning is semi-annually. After completing two Re-Tuning cycles the CO or their designee, in consultation with the Contractor, will determine the appropriate frequency of the Re-Tuning effort based on the size and complexity of the facility.

C.35.7 Calibration of Sensors and Gauges

The Contractor is responsible for calibration and re-calibration of all analog gauges, pneumatic control systems, HVAC electronic sensors, and energy meters as required either by the manufacturer's instructions or the 2012 PM Guide. The contractor shall employ a labeling system, for all components requiring calibration, listing the date of calibration. The Contractor shall supply the labels. All calibration should be annotated in the CMMS, either as a separate work order or within the comments section of each PM requiring calibration as a check point.

C.35.8 Kitchen/Concessions Area Systems

The Contractor shall establish maintenance plan, or include the following systems and related equipment in their overall maintenance plan:

a. All sink faucets and plumbing components

The plan shall ensure that all drains are inspected and cleaned no less frequently than quarterly, and shall ensure that all drains and associated traps allow liquids to pass through at all times, and odors or gases are prevented from entering the cafeteria or surrounding areas from any drain. The contractor shall ensure that all grease traps and interceptors, if installed, are maintained in accordance with Federal. State, and local regulations.

All plumbing components up to the dispensing point (sink faucets are included, and the piping and valves up to the actual appliance are also included) shall be repaired as necessary and be kept fully operational.

All drains and associated preventative maintenance items shall be added to the each building's equipment inventory and preventative maintenance schedule in the CMMS.

The Contractor is not responsible for the repair and maintenance of kitchen appliances or equipment, as defined above and in Section C.2.37. The contractor is not responsible for regular cleaning of the grease filters in the exhaust hoods.

C.35.9 Air Distribution Boxes

Air distribution terminal boxes (e.g. terminal boxes, VAV boxes, mixing boxes), unless fan-powered, shall not be maintained on a fixed preventative maintenance schedule if the BAS is adequate to monitor and trend box performance and the Contractor has a record of regular monitoring of box performance. Box maintenance shall be based on developing as acceptable protocol for monitoring box performance, and performing repairs as needed. If GSALink or NOIST VPACC VAV box application has been installed at the building, this will be used as the basis for box maintenance. Boxes in underfloor air plenums shall be checked for proper operation when plenums are opened for cleaning.

Fan-powered boxes must be maintained per the GSA PM Guide or checked for proper operation and filter condition no less frequently than annually.

C.35.10 Miscellaneous Work (Utility hours)

The Contractor shall provide 10 hours and up to $250 of parts and supplies per calendar month (hours and dollar amounts are not cumulative to succeeding months) when requested by the CO or designee, to accomplish discretionary work in the buildings covered by this Contract. The Contractor shall furnish the labor, tools and consumable materials as necessary to perform the work. Miscellaneous work may be required for work that makes use of any of the trades normally employed in performing operations and maintenance services under this Contract and does not include tasks associated with the performance of services covered under the scope of this Contract, nor should they be used for projects normally utilizing construction contracts. The Contractor shall create and process CMMS work orders for all miscellaneous work, and accurately record hours of labor expended.

C.36. WATER TREATMENT

C.36.1 General

The Contractor shall provide equipment, chemicals, and services (including application) required to control corrosion, scale, algae, and bacterial growth in all HVAC equipment and systems, to

include steam condensate and thermal expansion tank systems, throughout the building. The Contractor shall be responsible for conformity with all pertinent local sanitation district regulations, air quality district regulations, and other environmental regulations. Water treatment shall be performed and safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards.

C.36.2 Tolerances

Water shall be kept within tolerance bands in accordance with **Exhibit 9, Water Treatment**. The contractor shall be responsible for tailoring the water treatment to all water systems.

C.36.3 Initial Report and Development of Program

The Contractor shall perform a comprehensive initial water treatment analysis (laboratory analysis) within the first month of the Contract to assist in developing the water treatment plan. The Contractor shall propose a water treatment plan to be approved by the CO or designee.

C.36.4 Cooling Tower Water Management Plan

Refer to Exhibit J.9.

C.36.5 Corrosion Monitoring

The Contractor shall install coupon racks, or an equivalent electronic monitoring system for corrosion, in the following systems: condenser water loops, heating hot water loops, steam condensate loops, thermal energy storage tank loops, and the building main chilled water loop, if not already present, not later than 30 calendar days after submission of the water treatment plan (For the primary condenser water system, the installation of the water treatment monitoring system described elsewhere in this document meets this requirement). The Contractor shall propose the type and manufacture of the proposed coupon racks to be installed to the CO or their designee for final approval before installation. If coupon racks are present the Contractor may use such existing equipment, but is responsible for bringing it into conformity with all requirements in this document. The minimum quantity of coupons and frequency of inspections shall be described in the water treatment plan. Laboratory analysis of coupons shall be no less frequent than quarterly for major systems (e.g., primary building condenser and chilled water loops, as opposed to specialized systems serving limited areas), and annually for other systems. At a minimum, two coupon racks shall be installed for each loop, and used to monitor mild steel and copper. Coupon racks shall remain in constant operation, unless the respective system is open for maintenance or the coupons are removed for laboratory analysis. Coupon racks will be the property of the Government upon installation. The Contractor shall have responsibility for maintaining (and if necessary replacing) the coupon racks for the duration of the Contract. The liability threshold for repairs does not apply to this equipment; the Contractor has full responsibility. Acceptable corrosion rates are established in the Public Buildings Service Operations and Maintenance Standards 2012. Molybdenum shall not be used in GSA buildings.

See Section C.42.6, Water-Based Fire Protection Systems, which references NFPA 25 for information regarding evaluating corrosion of water-based fire protection systems. Contractors during their inspection of water-based fire protection systems shall verify such systems are free from corrosion.

C.36.6 Monthly Testing

The Contractor shall provide a qualified independent water treatment specialist to draw a set of water samples monthly. Tests shall be performed as described in the water treatment plan. Samples shall be analyzed and a monthly report containing all pertinent information, relative to the conditions found, shall be submitted to the CO or their designee with the monthly progress report. In facilities where makeup water is metered, makeup water quantities used shall be tracked and reported. Types and quantities of chemicals used shall be tracked and reported.

C.37 OIL ANALYSIS AND OIL CHANGES

C.37.1 Periodic Oil Analysis

The Contractor shall establish and implement an oil analysis program, incorporating the manufacturer's recommendations, on all engines (e.g., emergency generators, engine-driven fire pumps, co-generation engines, air compressors, and compressors in chillers of 50 tons or greater cooling capacity) Analysis shall be performed by a 3rd party qualified to perform oil analysis and documented in a report that conforms with section C.8.3.

Periodic oil analysis shall be performed, at a minimum, annually, and prior to annual maintenance requirements so that results may be considered in performing maintenance. Samples indicating wear or other potential problems shall result in increased frequency of testing. When testing is performed, the Contractor shall submit a written report with the next monthly progress report. The report shall include the specific engine and oil description, test results, diagnostic standards used, thresholds for oil changes, and comments, if applicable. Reports should clearly indicate the normal parameters for each area tested. Where oil analysis indicates a need for corrective action, an appropriate work order shall be created in the CMMS and the appropriate corrective action taken by the Contractor.

C.37.2 Oil and Refrigerant Additives

Oil and refrigerant additives shall not be used.

C.38 LAMPS AND BALLASTS

The Contractor shall replace failed lamps, to include appropriate ballasts if required, with the most efficient products available in accordance with existing building standards defined by the CO or designee. In lieu of such standards, lamps shall be replaced with the most efficient products available matching type and color temperature. The Contractor shall establish and implement a lamping and ballasts recycling program for fluorescent tubes and light bulbs in accordance with Environmental Protection Agency (EPA) and GSA standards.

The use of bulb crushers is strictly prohibited.

All handling, storage, labeling and disposal of mercury containing tubes and bulbs shall be in compliance with Universal Waste Rule guidelines:
(http://www.epa.gov/osw/hazard/wastetypes/universal/index.htm)

The Contractor shall maintain the mercury content of all mercury-containing lamps below 75 pictograms per lumen hour, on weighted average, for all mercury-containing lamps acquired for the existing building and associated grounds. Screw-based compact fluorescent lamps may be excluded from this calculation if they meet the voluntary standards by NEMA. If the Contractor cannot find replacement lamps to meet this requirement while maintaining building standard lighting, the Contractor shall immediately bring this to the attention of the CO or designee. The Contractor shall maintain documentation of all purchases of mercury-containing lamps and provide the information within the monthly progress report to the CO or designee.

C.39. ARCHITECTURAL AND STRUCTURAL SYSTEMS MAINTENANCE

C.39.1 General

The Contractor shall maintain, repair, replace, modify, and restore all of the architectural and structural components of the building. In general, these components include walls, floors, doors, windows, docks, levelers, lighting, and all items that are part of, or otherwise associated, with them (see definitions section C.2). The Contractor shall conduct routine inspection and minor maintenance and repair of interior and exterior architectural and structural systems components. All replacement items and parts shall be either the same quality or better than the manufacturer's original parts.

C.39.2 Maintenance and Repair

The Contractor shall perform all architectural and structural system maintenance and repairs and/ or replacements, located on, within, or beneath, this facility's interior and exterior, extending to the legal property line. The Contractor shall ensure the building is free of missing components or defects that could affect the safety, appearance, or intended use of the facility or could prevent any electrical, mechanical, fire protection and life safety, plumbing or structural system from functioning in accordance with its design intent.

C.39.3 Repair and Replacement Work

Repair and replacement work shall be complete, including touch-up painting and operational checks. The quality of the work shall ensure that repaired areas are fully compatible with and match adjacent surfaces or equipment. All replacement items shall be consistent with design documents and match existing equipment in quality, dimension, and material, quality of workmanship, finish, and color.

C.39.4 Painting

Painting is considered "touch-up," for purposes of this Contract, when it is to repair a specific damaged area of paint. Painting should extend to logical break points such as the floor ceiling corner, doorway etc. to avoid a patched look.

Repainting to correct for normal wear and tear to painted surfaces over time is not required. Restriping of parking areas, driveways, roads, and vehicle inspection areas is required where striping is damaged or worn in a specific location, but not for general wear and tear of a large area over time. Repairs to pavement are required where a specific location is damaged but not where an extensive area is degraded. Painting in mechanical areas needed for OSHA compliance, consistent equipment appearance, or other safety reasons is required. If the Contractor must disturb materials he suspects may contain lead-based paint, the Contractor must immediately report the condition to the CO or designee. The machinery rooms including floors and the equipment located within the machinery rooms shall be painted as necessary to maintain the appearance of the room and equipment. When painting, the contractor must comply with the ANSI color coding system outlined in the ASNI A13.1, Scheme for the Identification of Piping Systems, and maintain the identity (identification number) of the equipment. Any pipe insulation removed due to repairs must be re-painted to comply with ASNI A 13.1.

Graffiti is to be considered damage to an architectural finish or an area of paint, and is to be removed in accordance with the Repairs provision of this contract.

C. 39.5 Interior Signage and Directories

The Contractor shall maintain and update building directories, to include electronic directories and tenant common corridor signage but not electronic directories that belong to our building tenants.

The Contractor shall repair damaged interior or exterior signage in accordance with the repairs provisions in this document. Other changes to interior or exterior signage may be ordered from the Contractor as reimbursable items under the additional services provisions in this document.

C. 39.6 Finishes Maintenance

The Contractor shall ensure finishes are maintained to the manufacturer's specifications and levels that preserve a professional appearance and the integrity of the protected surface. The Contractor shall provide touch-up paint on repaired surfaces that seamlessly matches the surface and condition prior to degradation and repair.

C. 39.7 Reserved

C.39.8 Vertical Transportation Systems and Associated Equipment

The Contractor is responsible for maintaining fire protection equipment and systems and ventilation and exhaust systems within hoist ways, elevator lobbies, and elevator machine rooms. The Contractor shall provide assistance in performing elevator testing, including after normal work hour requirements.

The Contractor is responsible for maintaining lighting, electrical equipment not directly part of elevator systems, and HVAC systems associated with elevator machine rooms and systems.

C.39.9 Flag Procedures

The Contractor will raise, lower, and place at half-staff the United States Flag, Agency pennants, and other flags (POW flag). This service shall be provided when directed by the CO or his/her designee and shall comply with requirements in the Flag Policy. The Contractor is responsible for electric flagpole maintenance, in accordance with the 2012 PM Guide, and repairs to all flagpoles and flag lighting systems.

C.40 REPAIRS

C.40.1 General

The Contractor shall perform reimbursable and non-reimbursable repairs as described in this document. Repairs are handled on a shared liability basis (See shared liability math example in C.40.3 Reimbursable Repairs). Relatively small value repairs (non-reimbursable repairs) are the responsibility of the Contractor in their entirety, and larger repairs (reimbursable repairs) shall be approved and funded by the Government for the cost amount above the Contractor's repair threshold. Typically, all repairs begin as non-reimbursable repairs and if the parts and materials cause the cost to exceed the repair threshold, the repair becomes a reimbursable repair.

The Contractor shall be liable for the full cost of any repair that becomes necessary due to negligence (see Section C.30) of the Contractor.

No mark-up or coefficient shall be applied to repair parts, materials, or supplies. The Section B standard coefficient shall not be applied to any work classified as a repair.

C.40.1.1 Repair Cost Calculating

Repairs will be identified as single incident of a component or a system, not an accumulation of repairs (bundling), .i.e. the Contractor may not add up the same type of repair within a system and consider it as one repair for cost calculation purposes. For example, a single incident, such as pipes freezing overnight, causing several valves to leak at once may be considered a single repair. However, waiting to repair a valve in a system until several other components of the same system require repair is not acceptable – each component must be considered a single repair for cost calculation purposes.

Repair cost calculation shall include only parts and materials and any approved subcontracting costs. Consumable parts and materials shall not be calculated as part of the Contractor's repair parts and material costs if these consumables would be replaced during the course of normal preventative maintenance. Labor costs shall be calculated as follows:

(1) where such employees perform the repair during their regular shifts and the Contractor does not incur additional labor costs to make the repair, the value of the labor for this purpose is $0.

(2) where such employees are authorized and paid to work additional hours for the purpose of making the repair, the value of the labor is the Contractor's direct payroll cost for the labor (direct hourly pay plus cost of fringe benefits). No other overhead or profit markups may be applied. The hourly rates in the price schedule shall not be used for this purpose.

If additional or after-hours labor is required, the CO or designee must give approval prior to conducting the repair, if costs related to this labor will cause the total cost to exceed the threshold (after-hours emergency repairs excepted).

C.40.2 Non-reimbursable Repairs

A non-reimbursable repair is a repair requiring no more than $1,000.00 in cost for repair parts and materials only (including any approved subcontracting costs). The cost of consumable parts and materials shall not be calculated as part of the Contractor's repair parts and material costs. Non-reimbursable repairs are entirely the Contractor's responsibility with no reimbursement from the Government. Non-reimbursable repairs shall be completed within 8 hours of identification of the problem unless an extension is approved by the CO or designee. The work order shall be put into a status field to indicate the nature of any delay, with appropriate remarks.

C.40.3 Reimbursable Repairs

Reimbursable repairs will be identified as single incident, not an accumulation of various repairs (bundling). If a repair exceeds the non-reimbursable repair cost threshold established above and has been approved and verified by the CO or designee, it becomes a reimbursable repair. Reimbursable repairs are reimbursable to the Contractor, once approved by the CO or designee, for the portion (shared liability) of the cost exceeding the non-reimbursable threshold of $1,000.00 (See repair shared liability example below)

C.40.4 Repair Shared Liability Example:

In this example, the non-reimbursable repair threshold is $1,000.00.
A repair is identified and estimated by the Contractor to cost $1,600.00 for repair parts and materials only. The CO or their designee will verify and approve both the need for the repair and the $1,600.00 estimated cost of repair parts and materials. In this example, the Contractor will pay the first $1,000.00 of the repair and GSA will pay the remaining $600.00.

a. Total estimated approved cost for repair parts and materials to complete repair
$1,600.00

b. Contractor's shared liability amount to be subtracted (same amount as the non-reimbursable threshold)
-$ 1,000.00

c. Total to be paid by GSA to the Contractor for the repair
$ 600.00

The required completion date for reimbursable repairs shall be established when the CO or their designee approves the work, as mutually agreed upon by the CO or their designee and the Contractor. The Contractor shall attempt to complete work as promptly as feasible. Immediately

upon identification of a reimbursable repair, the Contractor shall create a work order in the CMMS and defer it by putting it in a "hold" status.

C.40.5 Subcontracted Repairs

The intent of this contract is to ensure that most repairs will be accomplished by in-house Contractor personnel. However, the Government recognizes that occasionally there are certain specialized repairs that require specialized skills outside the skill sets of the in house O&M personnel.

If the Contractor identifies a repair that they believe is of such a specialized nature that a specialized subcontractor is required to properly complete the repair, the Contractor must provide written justification in advance, to the CO or designee, for approval of the need to use a subcontractor. The justification will include a written estimate and list who will be performing the repair.
All subcontracted repairs must receive CO or designee approval before proceeding with the repair.

The COR may prohibit the use of specific subcontractors if the COR determines the Contractor is unnecessarily driving up the cost of the work and the Contractor's own employees have the skills necessary to perform the work.

C.40.6 Approval of Work

When the Contractor determines that a repair is needed that exceeds the non-reimbursable repair threshold, the Contractor shall immediately notify the CO or designee. The CO or their designee shall issue an order to the Contractor before the Contractor may proceed with the repair. The Contractor may defer performance of the reimbursable repair by placing the corresponding work order into a "waiting for funding" status from the time a valid proposal is given to the CO or their designee until the time an order is given to the Contractor. The time during which the work order is thus deferred will not count against the Contractor in calculating timeliness.

C.40.7 Invoicing

The Contractor shall invoice the Government for completed reimbursable repairs authorized orally, on a single itemized and consolidated invoice at the end of each month of performance. If the Contractor directly purchased parts or components, copies of receipts shall be attached. Reimbursable repairs authorized by task order may be invoiced separately upon completion and acceptance of work. Invoices shall also contain references to CMMS work order numbers.

C.40.8 Warranties

The Contractor shall make known to themselves, and the CO or designee, all equipment that is covered by any form of warranty protection. The Contractor shall provide the CO or designee with an electronic record of all warranties affecting equipment and systems listed in Section C.1.1.

The Contractor shall proceed with any repairs covered by warranty with the provisions of this section, except that reimbursement shall only be for items not covered by the warranty. Any warranty-covered equipment needing repair shall be listed separately from the monthly repair list. Obtaining the remaining reimbursement from the manufacturer or installation contractor is the responsibility of the Contractor.

The Contractor shall contact installers or manufacturers, as appropriate, for repairs that are covered under a warranty and maintain records of warranty service. The Contractor must avoid actions that would invalidate a warranty, unless authorized by the CO or designee. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor must immediately notify the CO or designee.

The intent of the Government is to ensure that the entire responsibility for enforcement of the construction or installation warranties be the responsibility of the contractor, based on the recognition of the fact that the contractor will have a financial incentive to fully and completely enforce these warranties.

C.40.9 Quality of Materials and Replacement Parts

All repairs must use supplies, materials, and parts of the highest quality available that are appropriate for the repair of the given equipment or system and be of comparable or higher quality. Replacement components and materials must be of similar or better quality than the components replaced, considering energy efficiency, operational characteristics, power quality, control and data acquisition, maintainability, and durability. Materials and parts that are visible to building occupants must be to building standard and maintain the same appearance as similar materials and parts in the occupied space. Energy Star-rated equipment must be installed where available and when there is no engineering or operational reason not to select an Energy Star product.

The Contractor must stock commonly used items and have a network of suppliers that will deliver ordered items without any delay. The CO or designee may require replacement of components with components from the same manufacturer to maintain consistency throughout the building.

C.40.9.1 Electrical and Motor Repairs

Energy-consuming items must be the most efficient in their class. All replacement motors must be of premium efficiency, as defined by the NEMA MG-1 standard or in compliance with local utility guide demand-side management rebate guidelines, and be of appropriate size and type for the current system configuration. Whenever motors are replaced, motor size must be recalculated and replacement motor selection must reflect the appropriate size.

Old transformers must be replaced with NEMA-rated class one efficiency transformers in accordance with the NEMA TP-1 standard. Replacement of variable frequency drives must be done in accordance with recommendations found in NEMA, Application Guide for AC Adjustable Speed Drive Systems.

C.40.9.2 Control System Repairs

Components of control systems must be replaced so as to maintain the tie-in to the control system with no degradation of data throughput, memory, point capacity, data acquisition, or programmability. When replacing Control system components, the Contractor shall coordinate repairs as necessary with any Regional BAS support vendors.

C.40.10 Ordering Repairs from Outside Source

The Government reserves the right to order repairs from an outside source. If the repair is a reimbursable repair, the Government will inform the Contractor of the outside source's price, and deduct $1,000.00, or the outside source's price, whichever is less, from the Contractor's payments. The Contractor is required to cooperate fully, to include escorting as necessary per Section C.17, with outside contractors performing repairs.

C.40.11 Force Majeure (Unforeseeable events)

Deficiencies or breakdowns caused by vandalism, misuse, abuse, or unforeseeable acts, including natural disasters or civil unrest, are fully reimbursable. The Contractor will be reimbursed under the additional services provisions described in this document or the Government will have the work performed by other means at no cost to the Contractor.

C. 41. SAFETY AND ENVIRONMENTAL MANAGEMENT

C. 41.1 General

The Contractor shall comply with all Federal, State, and Local environmental and safety laws and regulations that relate to the maintenance and operation of equipment and systems within the scope of this Contract. The Contractor shall be cognizant of, and comply with, all Federal, State, and Local laws and Regulations related to building management, including all required permitting, inspections, testing and personnel safety requirements, hazardous substances controls, certifications, and record keeping . This includes all materials and associated systems used or removed in the performance of this contract. The Contractor shall use to the extent practicable, the safest and most environmentally friendly products and processes available. The Contractor will be responsible for any fines or penalties levied by any environmental or regulatory authority resulting from their action or inaction, (excluding actions or inactions from a third party or the government) and may be charged the cost as a performance deduction under the Adjusting Payments clause. The Contractor's maintenance, operations, materials and processes shall use green products and processes including, but not limited to products containing recycled content, environmentally sustainable products and services, bio-based products, and products and services that minimize the use of energy, water, and other resources.

C. 41.2 Scheduling and Recordkeeping

The Contractor shall maintain copies of all tests, certifications, permits and other required records, and provide copies to the CO and designee. In addition, all required safety and environmental testing; certifications, permits, and other procedures required in this document shall be scheduled in the CMMS work order system and documented in the CMMS.

C. 41.3 Refrigerants

C.41.3.1 Control and Certification

The Contractor shall control refrigerants and maintain records in accordance with EPA, GSA, and air quality management district standards. The Contractor shall take appropriate immediate action and report leaks to the CO or designee. The Contractor shall maintain and test refrigerant monitors, alarms and purge ventilation systems as part of the maintenance program. Testing shall use appropriate media to test sensors as well as alarm circuitry. Refrigerant control logs shall be updated as required, and a copy sent to the CO or designee. The Contractor shall also maintain a set of logs onsite and make this set of logs available to Government inspection.

C.41.3.2 Certified Handlers

Contractor employees who come into contact with refrigerants in the course of their duties shall be certified to handle such refrigerants (EPA Section 608 Technician Certification Program). If equipment containing chlorofluorocarbon (CFC) or hydro chlorofluorocarbon (HCFC) refrigerants is removed from operation under this Contract, the Contractor shall recover all refrigerant in the equipment, seal it in appropriate storage containers, reclaim and reuse it as directed by the CO or designee, or dispose of it within EPA guidelines. In the event of fines or penalties levied by the EPA or an AQMD, the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

C.41.4 AQMD Operating Permits

The Contractor shall be familiar with the requirements of the Local Air Quality Management District (AQMD), and shall ensure operating permits for boilers; generators and other emissions-producing equipment regulated by the district are up to date and have copies available to the CO or designee. In the event of fines or penalties levied by an AQMD, the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause. The cost of the all air quality permits is to be included within the firm-fixed price of this contract, i.e., this is not considered a reimbursable item.

C.41.5 Reserved

C.41.6 Reserved

C.41.7 Polychlorinated Biphenyl (PCB) Control

The Contractor shall inspect all transformers containing polychlorinated biphenyls (PCBs) and maintain records of such inspections in accordance with State, Local, and EPA regulations. The CO or their designee shall be notified immediately if any such equipment is found to contain PCBs, or suspected to contain PCBs. Equipment verified to contain PCBs, except lighting ballasts, shall be labeled as containing PCBs. Any transformer leaks of PCBs shall be reported immediately to the CO or designee. The Contractor shall inspect all leaks in accordance with State, Local, and EPA regulations. The Contractor shall properly dispose of caulk that contains PCBs. The Contractor shall take immediate action to contain all leaks. There may be light ballasts containing PCBs in the buildings covered by this Contract. Replacement and proper disposal of all burned-out ballasts, including PCB ballasts, shall be the responsibility of the Contractor. Fluorescent lamps, batteries, and other items in any quantity subject to the Universal Waste Rules for Hazardous Waste Management and disposal shall be recycled or disposed of properly.

C.41.8 Facility Hazards

The Contractor shall assist in identifying facility health and safety hazards and report all hazards in writing to the CO or their designee on GSA Form 3614, GSA Notice of Unsafe/Unhealthful Workplace Conditions. The Contractor shall take immediate action to control hazards that present an imminent danger.

C.41.9 Workplace Safety

The Contractor shall develop a site-specific occupational safety and health program specifically addressing applicable components of 29 CFR 1910 and 29 CFR 1926. The safety and health program shall be submitted to the CO or their designee for review and approval 30 days after award. By approving the program, GSA assumes no responsibility for the Contractor's occupational safety and health program.

C.41.10 Electrical Safety

The Contractor shall comply with National Fire Protection Association (NFPA) 70: National Electrical Code and NFPA 70E: Standard for Electrical Safety in the Workplace, when working on or around electrical equipment or systems or switchgear equipment. The Contractor shall ensure that any and all areas restricted to qualified personnel are secured and properly labeled.

C.41.11 Fall Protection

The Contractor shall develop specific fall protection procedures for work on roofs, equipment, and other areas at elevation. The Contractor shall ensure fall protection equipment is provided to their employees and that employees are adequately trained.

C.41.12 Powered Platforms

The Contractor shall inspect, test, and maintain all permanently installed powered platforms in accordance with 29 CFR 1910.66, and provide copies of such certifications to the CO or designee.

C.41.13 Lockout/Tagout

The Contractor shall develop a lockout/tag out program in accordance with 29 CFR 1910.147. The program shall include all anticipated energy sources, including but not limited to, electric

City, steam, pressurized fluids, and mechanical energy. The Contractor shall communicate the Lockout/Tagout program to all other affected Contractors.

C.41.14 Confined Spaces

The Contractor shall identify and label all confined spaces in accordance with OSHA requirements. Contractor shall record all identified confined spaces in the CMMS as hazards.

The Contractor shall develop a confined space entry permit system for all permit-required confined spaces within 60 calendar days of commencement of the Contract.

C.41.15 Asbestos Management

The Contractor shall be expected to occasionally perform Class III and Class IV asbestos work as defined in 29 CFR 1926.1101. The Contractor shall be prepared to deal with asbestos on a small-scale, short-duration basis to effect emergency repairs and to clean up small spills. The Contractor shall protect building tenants, visitors, and employees from asbestos exposure. The Contractor shall comply with applicable OSHA regulations and all applicable Federal, State, and Local asbestos regulations. The Contractor shall immediately become familiar with, comply with, and recommend any appropriate changes to the Government Asbestos Management Plan for the building. If the Contractor must disturb materials he suspects may contain ACM, the Contractor must immediately report the condition to the CO or designee. Contractor personnel who perform the abovementioned work shall have been appropriately trained in accordance with 40 CFR Part 763.

C.41.16 Hazardous Materials

C.41.16.1 Safety Data Sheets

The Contractor shall make safety data sheets (SDS, formerly known as material safety data sheets) available to their employees in accordance with 29 CFR 1910.1200. SDS shall also be made available to the CO or their designee on request. The Contractor shall prepare and submit a hazardous materials inventory as an appendix to the building operating plan. The inventory shall itemize all hazardous materials by specific type as sold with individual SDS and include information pertaining to approximate quantities of each type and exact locations where hazardous materials are to be stored on the premises.

C.41.16.2 Disposition of Hazardous Waste

Hazardous Wastes not subject to the Universal Wastes Rule shall be managed in accordance with 40 CFR 260. Universal Wastes (fluorescent lamps, certain batteries and pesticides) in any quantity subject to the Universal Waste Rules shall be recycled or disposed of as Hazardous Waste. Preference is given to recycling of intact items. The use of bulb crushers is prohibited.

C.41.16.3 Environmental Report

The Contractor shall provide all necessary information required in this Section to comply with environmental and green purchasing reporting requirements, and agency sustainability goals in this specification. The Contractor shall submit to the CO or their designee the following reports.

(a) The Contractor shall submit information on green purchasing practices specific to the performance of this contract. Records showing the monthly cost of green cleaning products and materials purchased shall be provided to the USDA and the CO or their designee by the Contractor so that this report can be submitted by the CO or their designee as required by the Resource Conservation and Recovery Act (RCRA), USDA, and EO 13514. Reportable information is provided in Section J, Exhibit 2) for the following:

1. Bio Based. For categories of items that are EPA-designated (e.g. Comprehensive Procurement Guidelines [CPG]) and USDA designated in the BioPreferred Program (visit http://www.biopreferred.gov/), and all other factors (such as price, performance, and availability) being equal, the contractor shall selected the CPG item. For other purchases, unless the contractor receives an exemption from the Contracting Officer or designee, the contractor shall select USDA designated products over products with other sustainable attributes.

The Contractor shall prepare and submit a report of all USDA-designated bio-based products purchased October 1 - September 30, during the previous fiscal year. Information will include the types and dollars spent on these products. The Contractor shall submit the report in accordance with Federal Acquisition Regulation (FAR) Clause 52.223-2 no later than October 31 of each year during contract performance and at the end of contract performance. The report shall be submitted to the USDA designated location and a copy to the following email address: PBSbiobasedreporting@gsa.gov no later than October 31 of each year during Contract performance and at the end of Contract performance. In addition, the reports shall be submitted to the environmental point of contact (EPOC) as identified in FAR Clause 52.223.2, and a copy to the CO or designee (See Exhibit J-2).

2. Non bio-based: The Contractor shall submit a report of all non-bio-based products to include: Green Seal, DfE, CPG, and Environmental Choice (low VOC, Non-Ozone Depleting), as well as non-green (Hazardous/Toxic) products to the CO or their designee no later than October 31 of each year during contract performance and at the end of contract performance. Report shall include the cost of products and materials purchased under this contract.

C41.16.4 Recycled Content Product Purchase Annual Reporting

The Contractor shall provide reports, estimating the percentage of total recovered material used in Contract performance, including, if applicable, the percentage of post-consumer material content, to the CO or their designee in compliance with the Contractor schedule.

C. 41.17 Boiler/Pressure Vessel Operation and Inspection Standards

C.41.17.1 Boiler operation and Inspections

Boiler inspections and preventative maintenance shall be in accordance with applicable codes and regulations including but not limited to:

a. ASME Boiler and Pressure Vessel Code.
b. National Board Inspection Code.
c. Environmental Protection Agency and Local AQMD requirements.
d. ASME CSD-1, Control & Safety Devices for Automatically Fired Boilers.
e. NFPA 85, Boiler and Combustible Systems Hazards Code.

C.41.17.2 Inspections and Tests

Boiler inspections shall include internal and external (operating) inspections and tests described in Chapter 2, Inspection of Boiler and Pressure Vessels, of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) or an equivalent approved form (approved by the CO or designee) for each boiler inspected. The Contractor shall have unfired pressure vessels with design operating pressure in excess of 60 pounds per square inch (psi) and a capacity in excess of 15 gallons inspected annually. The Contractor shall complete GSA Form 350 (Inspection Report of Unfired Pressure Vessels) or an equivalent approved form for each unfired pressure vessel inspected. A GSA Form 1034 (Certificate of Inspection) or an equivalent approved form shall be completed and posted on or near the equipment. Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, who shall be employed by an independent firm specializing in boiler and unfired pressure vessel inspections.

a. Any deficiency identified by the Contractor during a required inspection shall be entered into CMMS as a work order; evidence of correcting such deficiency, unless funding is not available, shall be provided with the subsequent Contractor's Monthly Progress Report after correction action is completed.
b. Preventative maintenance and inspections shall be based on either the GSA Preventative Maintenance Guide or the manufacturer's instructions. If maintenance is based on the GSA Preventative Maintenance Guide, the Hydrostatic Test checkpoint in guide number HVAC-BLR-01-01Y is not required unless there is a questionable defect found during the internal inspections or recommended by the inspector and approved by the CO or designee.

C. 41.17.3 Backflow Prevention Devices

The Contractor shall maintain all existing backflow prevention devices and certify them as prescribed by Federal, State, and Local laws, ordinances, and regulations. If no Local requirement exists, a certified inspector shall inspect all existing backflow prevention devices on an annual basis, record the inspection as a work order in the CMMS and provide certification of proper operation to the CO or designee. While the Government will generally pass on to the Contractor backflow testing notices received from Local water districts or other Local authorities, the Contractor is responsible for timely completion and submission of such test results regardless of receipt of such notices. In addition to other requirements, backflow prevention devices used on water-based fire suppression systems shall be inspected, tested, and maintained in accordance with NFPA. Any deficiency identified by the inspector during a required inspection shall be entered into CMMS as a work order; evidence of correcting such deficiency, unless funding is not available, shall be provided with the subsequent Contractor's Monthly Progress Report after correction action is completed.

C.41.17.4 Potable Water Systems

The Contractor shall comply with The Safe Drinking Water Act, PL 99-339, as amended, and the Environmental Protection Agency Safe Drinking Water regulations (40 CFR 141.43, Sections A and D), which address the quantity of lead allowable in new installations or repairs to existing drinking water systems and or plumbing. Potable water systems that are repaired, modified, serviced, or breeched in any way shall be disinfected and flushed as needed prior to returning the system to service. Contractor is required to comply with all Federal, State, and Local codes in the operation, treatment, and testing of potable water systems.

C.41.18 Labeling and Signage

The Contractor shall maintain the labeling of existing equipment, pipes, storage areas, containers, confined space, and workspaces as well as associated signage, in accordance with OSHA standards to ensure labels are visible and not obliterated. Any equipment, pipes, etc., newly installed by the Contractor require labeling and signage per OSHA standards shall be labeled immediately upon completion of the installation and maintained throughout the Contract period.

C.42. FIRE PROTECTION AND LIFE SAFETY EQUIPMENTAND SYSTEMS

C.42.1 General

Each of the requirements listed below shall apply to all of the paragraphs in Section C.42:

a. The Contractor is responsible for utilizing the latest edition of the applicable NFPA code or standard, in effect at the time of contract award, throughout the term of the contract.
b. The Contractor shall ensure all fire protection and life safety systems and equipment are kept operational at all times, except while being tested or repaired. This includes fire suppression and life safety systems in kitchens and cafeterias.

c. The Contractor shall ensure all maintenance and preplanned impairments of the fire protection and life safety systems and equipment have been authorized and approved by the CO or their designee prior to the Contractor performing any work.
d. The Contractor shall utilize technicians that meet the applicable requirements in Section H15.3.
e. The Government reserves the right to require the Contractor to remove any employee that poses a threat to the health, safety, or security of the building occupants.
f. The Government reserves the right to conduct any test or inspection it deems necessary to ensure all contract performance requirements are being met.
g. The Contractor shall comply with all appropriate safety code requirements. If the Contractor encounters equipment that is in a condition that may endanger life or property, the Contractor shall immediately notify the CO or their designee of the condition requiring immediate action. Within 24 hours following the notification of the CO, the Contractor shall provide to the CO or their designee a written report of the hazardous condition and recommended corrective action.
h. The Contractor is responsible for meeting the inspection and testing frequencies, test methods, and documentation requirement for each fire protection and life safety system referenced in the applicable NFPA code or standard.
i. The Contractor is responsible for providing all tools, supplies, and equipment necessary to properly perform inspections, tests, and maintenance of the fire protection and life safety equipment and systems in accordance with applicable NFPA code or standard.
j. The Contractor shall be responsible to leave areas where they perform work neat, clean, and orderly.
k. The Contractor shall document all inspections, test results, and maintenance performed on the suggested inspection, testing, and maintenance forms referenced in the applicable NFPA code or standard. These completed forms shall be included with the Contractor's Monthly Progress Report.
l. Any deficiency identified by the Contractor during a required inspection shall be entered into CMMS as a work order; evidence of correcting such deficiency, unless funding is not available, shall be provided with the subsequent Contractor's Monthly Progress Report after correction action is completed.

C.42.2 Fire Alarm System Services

Services include, but are not limited to; the performance, inspection, testing, and preventive maintenance or 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 annunciations, main fire alarm panel and components, voice alarm systems, speakers, horns, and other audible and visual devices, wiring circuits and junctions, supervising station alarm system transmission equipment, emergency power supplies and all other ancillary devices that operate related equipment (e.g., HVAC shutdown, dampers, elevator recall, door closing devices and door unlocking devices.

C.42.2.1 Fire Alarm System Testing and Maintenance

All fire alarm system inspections, tests, maintenance, and repairs performed under this contract shall comply with the NFPA 72, National Fire Alarm and Signaling Code. The Contractor shall ensure that the fire alarm system is maintained and operable at all times except while being tested or repaired.

All system testing, with the exception of interconnected building functions, shall be performed after normal working hours without additional cost to the government, unless approved by the CO or designee for normal working hours testing. Testing of the interconnected building functions, including, but not limited to all handler shutdown, damper control, elevator recall, egress door unlocking, etc., shall be performed during hours the interconnected equipment is active. The

testing of the fire alarm system shall not be considered complete without the testing and verifying the performance of interconnected equipment. .

Fire alarm system maintenance and repair may be performed during normal business hours only if it does not interfere with building operations. When such maintenance or repairs will interfere with building operations; it shall be performed after normal business hours without additional costs to the government, unless approved otherwise by the CO or designee.

The Contractor shall provide a fire watch in areas left unprotected or if the system is out of service for more than 4-hours in a 24 hour timeframe. The fire watch shall remain in place until the fire alarm system is completely restored to normal operation. If the system cannot be restored through no fault of the Contractor's, a fire watch still shall be provided until the system is restored, however the Contactor may seek reimbursement for the fire watch with the COR or designee.

It is essential that the Contractor carefully schedule with the property manager and CO or their designee all non-emergency shutdowns of the fire alarm system and that back up protection be provided by the Contractor (e.g., arrangement of additional personnel stationed in the areas affected and at the fire alarm system control panel) any time that the fire alarm system is out of service for more than 4 hours. The affected portion of the system shall be tested to ensure that the protection has been properly restored.

In no case shall the fire alarm system be left in a disabled condition without notifying the CO or their designee and providing a fire watch.

C.42. 3 Fire Alarm System Central Station Monitoring

The Contractor shall provide and maintain a UL-listed central station monitoring service to monitor all fire alarm transmitters and related equipment. The Contractor shall ensure all fire alarm systems are connected to the monitoring service. During any period when the central station monitoring is not operational, the Contractor shall maintain a fire watch. If the Contractor believes the central station monitoring failure was through no fault of his own, the Contractor may request reimbursement for the fire watch from the CO or their designee.

C.42.4 Water-Based Fire Suppression Systems

Services consist of, but are not limited to; the performance , inspection, testing, and preventive maintenance or repair services of all mechanical devices, including valves, sprinklers, couplings, piping, hose connections, water motor gongs and alerting devices, tamper switches, pressure switches, water flow switches, standpipes, backflow preventers, private fire service mains, water storage tanks, fire pumps, and test headers.

All water-based fire extinguishing system inspections, tests, maintenance, and repairs performed under this contract shall comply with the NFPA 25, Inspection, Testing, and Maintenance of Water-Based Fire Extinguishing Systems.

Water-based fire suppression system testing, maintenance and repair may be performed during normal business hours when it does not interfere with building operations. When such testing, maintenance or repair will interfere with building operations; it shall be performed after normal business hours without additional costs to the government, unless approved otherwise by the CO or designee. The Contractor shall provide a fire watch in areas left unprotected or if the system is out of service for more than 4-hours in a 24 hour period. The fire watch shall remain in place until the water-based fire suppression system is completely restored to service during the performance of any routine service and testing procedures. If the Contractor believes they were not able to

restore sprinkler service due to circumstance outside of their control, the Contractor may request reimbursement for that portion or the fire watch from the CO or designee.

It is essential that the Contractor carefully schedule with the property manager and CO or their designee all non emergency shutdowns of the sprinkler system and that back up protection be provided by the Contractor any time the sprinkler system is out of service for more than 4 hours. The affected portion of the system shall be tested to ensure that the protection has been properly restored.

In no case shall any water based fire suppression system be left in a disabled condition without notifying the CO or their designee and providing a fire watch.

C.42.5 Fire Doors and Other Opening Protectives

Services consist of, but are not limited to, the inspection, testing, and maintenance of all fire-rated door assemblies. All fire-rated door assembly inspections, tests, and maintenance performed under this contract shall comply with the NFPA 80, Standard for Fire Doors and Other Opening Protectives. Please note that the inspection of fire-rated door assemblies shall also meet the requirements in NFPA 101, Life Safety Code.

C.42.6 Reserved

C.42.7 Reserved

C.42.8 Fire and Combination Fire/Smoke Dampers

Services consist of but are not limited to, the inspection, testing, and maintenance of all fire dampers, radiation dampers, and combination fire/smoke dampers. All fire damper, radiation damper, and combination fire/smoke damper inspections, tests, and maintenance performed under this contract shall comply with the NFPA 80, Standard for Fire Doors and Other Opening Protectives. Please note that maintenance of combination fire/smoke dampers shall also meet the requirements contained in NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives.

C.42.9 Smoke Doors and Other Opening Protective

Services consist of, but are not limited to; the inspection, testing, and maintenance of all smoke door assemblies. All smoke door assemblies inspections, tests, and maintenance performed under this contract shall comply with the NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives.

C.42.10 Smoke Dampers

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of all smoke dampers. All smoke damper inspections, tests, maintenance, and repairs performed under this contract shall comply with the NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives.

C.42.11 Portable Fire Extinguishers

Services consist of, but are not limited to; the inspection, testing, and preventive maintenance of all portable fire extinguishers. All portable fire extinguisher inspections, tests, and maintenance performed under this contract shall comply with the NFPA 10, Standard for Portable Fire Extinguishers.

C.42.12 Non-Water-Based Fire Extinguishing Systems

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of the following types of non-water-based fire extinguishing systems:

a. Carbon dioxide extinguishing systems, NFPA 12, Standard on Carbon Dioxide Extinguishing Systems.
b. Halogenated extinguishing systems, NFPA 12A. Standard on Halon 1301 Fire Extinguishing Systems.
c. Dry chemical extinguishing systems. NFPA 17. Standard for Dry Chemical Extinguishing Systems.
d. Wet chemical extinguishing systems, NFPA 17A, Standard for Wet Chemical Extinguishing Systems.
e. Fire extinguishing systems. NFPA 96. Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
f. Clean agent fire extinguishing systems. NFPA 2001, Standard for Clean Agent Fire Extinguishing Systems.

C.42.13 Smoke Control Systems

Services consist of, but are not limited to; the inspection. testing, and preventive maintenance of smoke control systems. All smoke control system inspections, tests, maintenance, and repairs performed under this contract shall comply with the NFPA 92, Standard for Smoke Control Systems.

C.42.14 Emergency and Standby Power Systems

Services consist of, but are not limited to; the inspection, testing, preventive maintenance, and exercising of equipment per the manufacturer's recommendations for the following types of emergency and standby power systems:

a. Emergency power supply systems. NFPA 110. Standard for Emergency and Standby Power Systems.
b. Stored electrical energy emergency and standby power systems, NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems.

The Contractor should, if possible, coordinate this maintenance with Section C.42.20, if applicable.

C.42.15 Emergency Lighting Systems and Exit Signage

Services consist of, but are not limited to; the inspection, testing, and preventive maintenance of emergency lighting systems, emergency lighting equipment, and exit signage. All emergency lighting systems, emergency lighting equipment, and exit signage inspections, tests, maintenance, and repairs performed under this contract shall comply with the NFPA 101, Life Safety Code.

The Contractor should, if possible, coordinate this maintenance with Section C.42.20, if applicable.

C.43 MAINTENANCE & REPAIR OF VERTICAL TRANSPORTATION EQUIPMENT

C. 43.1 General

Maintenance and repair of vertical transportation equipment (VTE) shall be performed on a full service basis. Therefore, certain requirements of VTE maintenance and repair deviate from and are more stringent than the general maintenance and repair requirements

of this contract. Where there is a contradiction between the VTE requirements and other provisions of the contract, the VTE requirements take precedence as applied to VTE equipment and tasks. Likewise, the repair liability thresholds established elsewhere in the contract do not apply to VTE repairs.

The Contractor shall, as specified herein, maintain, repair, test, and clean all the elevators, escalators, and dumbwaiter, including all related equipment and their accessories in compliance with ASME A17.1 Safety Code For Elevators and Escalators, A17.3 Safety Code For Existing Elevators and Escalators, ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts. All other codes and standards cross-referenced by the ASME standards apply. All errata, interpretations and revisions made to the ASME codes are incorporated into this contract upon publication. Other standards incorporated by reference into this contract (e.g., NEC) apply to VTE and associated equipment systems.

The ASME A17.2 Elevator and Escalator Inspection Manuals shall be used as a guide to establish that the equipment is operating safely.

In addition, the following documents shall establish minimum standards for preventive maintenance:

1) GSA, PBS, Public Buildings Service Operations & Maintenance Standards (2008 draft until final version is published).
2) R.S. Means' Means Facilities Maintenance & Repair Cost Data, Preventive Maintenance Section.
3) Manufacturer's recommendation.
4) The best practices of the trade or industry.

The Contractor shall submit proposed maintenance guides to the CO or designee, for approval, when established guides do not currently address a specific piece of equipment requiring maintenance.

C.43.2 Preventative Maintenance Schedule

The Contractor shall develop a monthly schedule for periodic preventive maintenance (PM) of equipment and systems by dates and equipment. This schedule is based on the Equipment Inventory list and the frequencies and maintenance requirements contained in this specification. This PM schedule shall cover a one year period and be submitted to the CO and designee for approval a minimum of five (5) working days prior to the start of the contract, and annually thereafter.

C.43.3 Computerized Maintenance Management System (CMMS)

Contract provisions elsewhere herein pertaining to use of the CMMS apply to VTE maintenance and repair, in addition to any additional reporting requirements specific to VTE.

C.43.4 Hours and Response Time

Provide unlimited response to service calls 7 days a week, 24 hours a day, within one hour of receipt of call. Emergency calls involving entrapments shall be responded to within 30 minutes. Immediately upon receipt of a call, the Contractor will notify the CO or designee with the name of the technician dispatched and estimated arrival time.

Major repair work requiring team labor and more than two (2) hours for completion shall be covered during normal working hours.

The Government may request major repair work to be performed at times other than the normal business hours. This includes repairs, which would normally be completed, at no charge to the Government, during regular working hours. To minimize downtime and inconvenience to normal operations, the Government may request that any repair be completed at night, on the weekends, holidays, or at times other than normal business hours.

Removal of the elevators from service at any time shall be coordinated with, and approved by, the CO or designee.

C.43.5 Exceptions

Repairs required because of vandalism, or misuse of the equipment by anyone other than the Contractor, Contractor's employees, subcontractors, representatives, or agents, or other causes beyond the Contractor's control, are governed under the general provisions of this contract relating to vandalism and misuse rather than the specific VTE provisions.

Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car floor finish material, hoistway entrance frames, doors and sills, smoke detectors, cleaning of car interiors, exposed portions of sills, and the underground portions of the hydraulic elevator cylinder(s) and its related underground piping, are governed under the general provisions of this contract rather than the specific VTE provisions.

Lamps for car ceiling illumination are governed under the general provisions of this contract rather than the specific VTE provisions.

C.43.6 Parts Management

The Contractor shall provide parts inventory on-site. Critical replacement parts shall be immediately available through either on-site stock or from local stock or suppliers. Minimum on-site stock as specified herein or as practically necessary to meet the requirement for immediate availability shall be put in place on stock by first performance day of the contract.

In performing the above indicated work, Contractor agrees to provide parts used by the manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the CO or designee.

Repairs for components or assemblies comprised of multiple parts shall be rebuilt to "as new" condition. No parts or vertical transportation equipment covered under this contract may be permanently removed from the job site without written approval from the CO or designee. This does not include renewal parts stocked on the job by Contractor, which shall remain the property of the Contractor until installed for use on the equipment.

The Contractor shall store the replacement parts at a GSA building. At a minimum, of one of each size and type of the following parts shall be on-site and restocked by the Contractor:

1) Commonly used controller parts, relays, coils, and fuses.
2) Encoder parts.
3) Motor brushes and leads.
4) Solid state replacement boards for controllers and door operators.
5) Resistors, capacitors, and all other routinely used replacement parts.

C.43.7 Labeling and Cleaning

The Contractor shall keep all machine rooms and machine room equipment, car tops, hoistways, pits, and pit equipment clean, free of rust, and properly labeled. All equipment shall have permanent labels displaying all ASME A17.1 and ASME A18.1 Code required data, information, and numbers.

C.43.8 System Performance Requirements

The Contractor shall maintain the originally specified or manufacturer's recommended performance requirements of the vertical transportation equipment and in compliance with the applicable ASME A17.1 Safety Code for Elevators and Escalators and ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts.

Floor-to-floor times are measured from the time the doors start to close, for a typical one-floor travel, until the elevator is approximately level with the next successive floor, either up or down, and the doors are ¾ open.

Door opening times are measured from the start of car door opening until the doors are 1" from the fully open position.

Door closing force shall be measured with the doors at rest between 1/3 and 2/3 closed.

Stopping accuracy shall be measured under all load conditions.

Variance from rated contract speed, under any loading condition, shall not exceed +/- 3%.

C.43.9 Code Required Inspections and Tests

The Contractor shall perform equipment tests and inspections of all equipment including, but not limited to, no-load, slow-speed test of car and counterweight safeties, governors and buffers, monthly Firefighters' service operational tests, standby power operation test and 5-year, full-load, full-speed tests on safeties, governors and buffers, etc., in accordance with the ASME A17.1 Safety Code for Elevators and Escalators and ASME A18.1 Safety Code for Platform Lifts and Stairway Chairlifts.

The Code specified intervals for the safety tests and inspections (Periodic = Annual, Routine = Semi-annual, and 5-year full load) performed pursuant to ASME A17.1 and ASME A18.1 shall be performed under the observation and guidance of an independent Q.E.I./Certified Elevator Inspector provided or hired separately by the Government. The Government shall contact the Contractor regarding scheduling of safety inspections; the Contractor shall provide a mechanic (or as many as needed to perform the tests) and accompany and assist Q.E.I./Certified Elevator Inspectors, as requested by the Government. The Contractor shall provide uninterrupted assistance to the Q.E.I./Certified Elevator Inspector during the testing and inspection periods.

The Contractor is responsible for pre-testing sufficient to ensure that all the vertical transportation equipment is in proper operating condition prior to the scheduled inspections and tests with the Q.E.I.

The Contractor shall correct all deficiencies noted under such safety inspections at Contractor's expense within 15 days. Safety or emergency items shall be corrected immediately.

The Contractor is to ensure that all safety devices, switches, elevator phones, two-way communication systems, and related equipment operate properly and are tested regularly.

ASME A17.1 Safety Code for Elevators Inspection and Testing Requirements:

No. of Units	*Routine (semi-annual)*	*Periodic (annual)*		*5-year load tests*
(2) Hydraulic elevators	*June*	*December*		*August 2019*

**See Exhibit 22 for the building's vertical transportation equipment inventory data sheet with the ASME A17.1 and ASME A18.1 safety code inspection schedules.

C.43.10 Log

The Contractor's personnel performing VTE maintenance and repairs shall sign in and out on the maintenance work log and GSA Form 139 at a location in the building to be determined by the CO or designee in addition to maintaining records using the CMMS. All Contractor personnel shall sign in upon arrival at the building and sign out prior to departure. The log shall include all entries for routine maintenance and repair, including supervisor's surveys. Entries shall include date work is completed, elevator mechanic's and/or supervisor's name, and a brief description of work completed. The elevator mechanic must identify the elevator worked on by number and use (example: service elevator #7, judges' elevator #9, etc.).

C.43.11 Maintenance of Record Wiring Diagrams

The Contractor shall maintain a complete set of straight-line wiring diagrams showing "as-built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades. These diagrams shall be the property of the Government. The Government may reproduce these "as-built" drawings and shall retain sole possession of these drawings in event contract is terminated. Drawings shall be consistently modified with "as-built" conditions and reflect any changes or modification to circuits resulting from control modifications parts replacement or equipment upgrades made by the Contractor during the term of this contract. When this contract expires, the Government will withhold final payment until the proper sets of wiring diagrams are provided.

C.43.12 Supervision of VTE Work

The Contractor shall assign a field supervisor to review work performed by their elevator mechanic(s) assigned to the buildings covered by this contract. Field visits and reviews are required at least monthly. The frequency of the field supervisor's written performance reports will be determined by the COR and required in accordance with Item 11, e above. The field supervisor will be available to discuss performance, review of past performance, and attend general meetings to assist the Government representatives.

C.44 SUBMITTALS CHART (CONTRACTOR DELIVERABLES)

DELIVERABLE	REF	DELIVERABLE DUE	Due Date	Rec'd
Existing Deficiency Inspection Report	C.4	Report due not later than 30 days after award of the Contract.		
Transition Phase including staffing plan, etc.	C.5.1	Within 3 days of the Start-up Phase.		
Phase out transition.	C.6	On the last performance day		

		of the Contract, Contractor must turn over keys and identification badges or cards.		
List of key personnel and emergency contact information, which may include subcontractor contacts as applicable.	C.8.1	The Contractor must develop and submit to the CO within 5 days of Contract award.		
Quality Control Program.	C.8.6	No later than the end of the Transition Phase.		
Building Operating Plan.	C.9.1	No later than the end of the Transition Phase.		
Equipment inventory update.	C.10	The Contractor must update and verify the equipment inventory on an annual basis.		
Monthly Progress Reports.	C.11	On a monthly basis, not later than the fifth working day of the subsequent month.		
Progress Review Meetings	C.12	At the discretion of the CO or designee		
Equipment condition assessment.	C.13	On an ongoing basis during the performance of the Contract as requested.		
Establish Reference Library	C.15	Ongoing		
Review of design and construction documents.	C.16	Review as requested		
Provide Building Management Support Services	C.17	Upon Request		
Inspect Space Buildouts	C.18	As required		
Emergency Shutdown Checklist	C.19	Posted in Mechanical / Electrical rooms		
Labeling Electrical Circuits	C.20	Ensure added or modified circuits are labeled.		
Energy and Water Efficiency	C.21.6	Operational Performance Targets Monthly Energy and Water Efficiency Use Plan Annual Energy and Water		

		Efficiency Use Plan		
Emergency service request or callback after hours.	C.23.2	Respond to emergency service requests immediately and within 2 hours for after hour callbacks.		
Urgent service request	C.23.4	Respond to urgent service requests within 2 hours		
Routine service request - response extension request.	C.23.5	Respond to routine service request within 8 hours.		
Preventive maintenance system.	C.35.1	At least 10 work-days prior to Contract start date.		
Initial report and development of water treatment program.	C.36.3	Within 25 days of the Contract start date.		
Monthly water treatment testing or makeup water chemical tracking.	C.36.5	5 working days after the end of the month within the monthly progress report.		
Periodic oil analysis.	C.37.1	Next monthly progress report. Annually		
Lamps and ballasts containing mercury record	C.38	Report in accordance with Universal Waste Guidelines		
Repairs using subcontractors.	C.40	Must provide justification for subcontract need in advance.		
Warranties not honored by manufacturer.	C.40.1	Contractor must immediately notify CO if an installer or manufacturer fails to comply with the terms of a warranty.		
Scheduling and record keeping of permits, personnel safety, control of hazardous substances, certifications, and records	C.41.2	Furnish copies as requested.		
Refrigerant control and certification log.	C.41.3	Refrigerant control logs must be updated and inspected as required.		
AQMD operating permits.	C.41.4	Copies made available immediately upon request.		
Workplace safety plan.	C.41.8	A safety and health plan		

		must be submitted for review and approval within 30 days after award.		
Safety & Health Program Details	C.41.8	Written plan must be submitted within 30 days after Contract award.		
Electrical safety	C.41.9	Deficiencies must be reported within 30 days after Contract award.		
Confined space entry permit system.	C.41.13	The Contractor must develop a confined space entry permit system for all permit-required confined spaces within 30 calendar days of the Contract start.		
Hazardous materials: material safety data sheets – hazardous materials inventory.	C.41.15	MSDSs must be made available on request. The Contractor must prepare and submit hazardous materials inventory as an appendix to the building operating plan. This must be updated and resubmitted annually by September 30 of each year.		
Boiler Inspection	C.41.16.2	Boilers must be inspected annually and Forms 349, 350 and 1034 completed as required.		
Backflow prevention devices – annual inspection certificate.	C.41.17	Annually.		
Labeling and signage.	C.41.19	Labeling program per OSHA standards within 30 business days after start of Contract.		
Fire protection systems on line at all times unless approval is given during maintenance periods.	C.42	Advance notification and approval per occurrence. This covers all fire system requirements.		
Qualification of employees (May 1989) paperwork.	H.1.3	As requested.		
The collection and submission of GSA Form 139, record Presence.	H.7	Submit each month with monthly report		

Green Purchase Reports Bio-based as Required by USDA - Non bio-based (see Exhibit 2)	H.12.5 H.12.6	Annually by 31 October Annually by 31 October		
Asbestos awareness training certification.	H.13	Training within 60 calendar days after start. Certify completion within 5 days of training.		
Submission of resumes for new employees.	H.15.5	The Contractor must submit resumes for all personnel prior to personnel beginning work.		
State licensing – if required.	H.15.6	Within 90 calendar days of beginning employment.		
Strike contingency plan (SCP) submission.	H.20	SCP must be submitted 5 calendar days prior to Contract start date and updated annually.		

C.45 Federal Requirements:

Federal Requirements

PUBLICATION	TITLE		PORTION
EPACT 05	Title I Energy Efficiency Title IX Research and Development		All Applicable Sections of these Titles
EISA 07	Title III Energy Savings Through Improved Standards for Appliances and Lighting. Title IV Energy Saving and Buildings Industry. Title V Energy Savings in Government and Public Institutions.		All Applicable Sections of these Titles
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and all implementing guidance documents. http://edocket.access.gpo.gov/2007/pdf/07-374.pdf		ALL
Executive Order 13514	Federal Leadership in		ALL

	Environmental, Energy, and Economic Performance http://edocket.access.gpo.gov/2009/pdf/E9-24518.pdf		
29 CFR Part 1910	OSHA General Industry Standards (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html)		ALL
40 CFR	Protection of the Environment http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=cb067c6143d1efa48ac4d1222120a7b6&c=ecfr&tpl=/ecfrbrowse/Title40/40tab_02.tpl	All Applicable Sections of Chapter 1	
41 CFR Part 102-74, Subpart C. - FMR	Facility Management http://www.access.gpo.gov/nara/cfr/waisidx_06/41cfr102-74_06.html	ALL	
ANSI-IWCA.I-14.1	http://webstore.ansi.org/FindStandards.aspx?SearchString=ansi&SearchOption=1&PageNum=0&source=google&adgroup=ansi&keyword=ANSI%2F&gclid=CJnM65r-rqQCFUNM5QodRnhXyw	ALL	
ANSI/ASEE A-1264.2-2006	www.ANSI.org	ALL	
ANSI Z245.1	Mobil Refuse Collection and Compactor Equipment-Safety Requirements http://webstore.ansi.org/ansidocstore/product.asp?sku=ANSI+Z245.1-2007	ALL	
ASTME 1971-05	http://www.astm.org/Standards/E1971.htm	ALL	
GSA Green Purchase Plan	http://insite.gsa.gov/portal/content/520186	ALL	
Guiding Principles for Sustainable Existing Buildings	http://www.wbdg.org/references/fhpsb_existing.php	Section 3-5	
Bio Based Products	http://www.dm.usda.gov/procurement/programs/biobased/biobaseditems.htm	ALL	
Comprehensive	http://www.epa.gov/cpg/about.ht	ALL	

Procurement Guidelines (CPG)	m		
Property Managers Child Care Desk Guide	http://pbsportal.pbs.gsa.gov:7777/portal/page?_pageid=739,357643&_dad=portal&_schema=PORTAL	ALL	
PBS P 5800.36A	GSA Property Management Business Practice Handbook http://insite.gsa.gov/portal/content/522198	ALL	
Green Products Compilation Database	sftool.gov	ALL	
Bio-based Products Certification and Procurement Clauses	http://www.dm.usda.gov/procurement/programs/biobased/biobaseditems.htm	ALL	

D. PACKAGING & MARKING

D.1. PAYMENT OF POSTAGE AND FEES

The Contractor shall pay for all postage and fees related to submitting information, including forms, report, etc., to the Contracting Officer or the Contracting Officer's Representative.

D.2. MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number, and the identification of the building(s) covered by the Contract.

E. INSPECTION & ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

(a) DEFINITIONS - "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

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

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

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

E.2. Quality assurance

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

1. Review and, if warranted, reject any reports or other submittals required from the Contractor;
2. Review performance and service records, including but not limited to BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;
3. Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before the Government must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.
4. Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;
5. Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.
6. Perform inspections with Government personnel or independent third-party inspectors.

Contractor performance will be evaluated on the basis of the performance success or deficiencies (which may involve M&V methods), success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation which is less than satisfactory even if the Contractor takes corrective action.

The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the Government will not constitute a waiver of or excuse from contract requirements.

The Government may implement or change Quality Assurance measures at any time during the term of the contract.

F. DELIVERIES OR PERFORMANCE

F.1. PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at:

Leo J. Ryan Federal Records Center,
1000 Commodore Drive
San Bruno, CA 94066

TERM OF CONTRACT

1-Year Base and (4) 1-Year Options. After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services for a **one-year period**, subject to the **LIMITATION OF GOVERNMENT'S OBLIGATION CLAUSE, Part I, Section G**), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about May **1, 2015.**

F.2. OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government shall have the unilateral option of extending the term of this contract for **four** consecutive additional periods of **12** months each (see clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (MAR 2000)). The same terms and conditions contained in this contract shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least (30) calendar days prior to the expiration of the contract.

The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subjected to the default provisions of this contract.

F.3. special requirements for SUBMITTALS

Submittal requirements are described under paragraph C.14. Unless otherwise indicated submittals shall be submitted in one copy to the COR.

Submittals shall be submitted as follows:
1 bound paper copy to the COR.
1 electronic copy to the COR.
1 electronic copy to GSA 9P3PMFT,
50 United Nations Plaza, 4th Floor East,
San Francisco, CA 94102
Attention: Mr. Victor Gomez.

Other reports required herein shall be submitted to the COR.

Electronic copies shall be in MS Word or PDF format, except for attachments that are scanned.

F.4. OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract (see clause 52.217-8 OPTION TO EXTEND SERVICES [NOV 1999]). These rates may be adjusted only as a result of revisions to prevailing labor rates

provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the contract.

F.5. TERMINATION

The Government reserves the right to terminate the contract under the Termination for Convenience clause found under FAR 52.212-4(l) at any time.

G. CONTRACT ADMINISTRATION DATA

G.1. PAYMENT

Payment will be made on a calendar month basis in arrears upon submission of an invoice. GSA's standard payment terms are net 30 days. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month. It is the objective of the Government to obtain complete and satisfactory performance with the terms of the specifications and requirements of this contract.

G.2. PLACEMENT OF ORDERS FOR ADDITIONAL SERVICES

When Additional services are required, the COR will place an order. In emergency conditions only, oral orders may be placed, provided the order total is $3,000 or less. Any oral order must be confirmed with a GSA acquisition document within 24 hours of request. All orders, which exceed $3,000, must be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish either a fixed price for the work indicated, or a maximum Contractor compensation.

G.3. PAYMENT INFORMATION

Information is available at the GSA Finance center web site, www.finance.gsa.gov, to assist with payment inquiries and other payment-related matters.

G.4. SUBMISSION OF INVOICES:

G.4.1. BASIC SERVICES

Invoices for Basic Services shall be submitted on the first of each month to:

GSA Finance Center
GSA Fund 192
Accounts Payable Branch, 7BCP
P. O. Box 17181
Fort Worth, Texas 76102

G.4.2. ADDITIONAL SERVICES

Each invoice for Additional Services shall be submitted to the appointed COR and shall reference the contract number, the delivery order number, the ordering official, and information describing the work performed. The COR may require attachment of substantiating documentation and joint inspection before processing payment.

G.5. SUSPENSION OF WORK

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, under construction, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., reductions will be computed as follows:

A. The reduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by 21 days per month.

B. The reduction rate in dollars per day multiplied by the number of days services were not provided or required. In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the contractor is compensated for services provided.

NOTE: Reductions will not be assessed for daily cleaning requirements on those days in which services are not required by the Government because the building(s) is closed due to unanticipated holidays, declared by the President, ***PROVIDED****, that payment to employees for such holidays is required in accordance with the wage determination applicable to this contract.*

G.6. COPIES OF THE CONTRACTOR'S PAYROLLS

Upon request in writing by the Contracting Officer, the Contractor shall within five working days, furnish a certified copy of the last payroll prior to date of said request. This payroll shall reflect payments for all contract's employees working under this contract during the payroll period. The Contracting Officer may request copies of any or all payrolls during the life of the contract.

G.7. LIMITATION OF GOVERNMENT'S OBLIGATION.

As prescribed in 232.705-70, use the following clause:
Limitation of Government's Obligation (MAY 2006)
(a) Contract line item(s) 1000 through 1000A are incrementally funded. For these item(s), the sum of $40,962 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those items(s).
(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause. the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.
(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:
On execution of contract$40,962
(July) (1), (2015)$40,962
(August) (1), (2015)$40,962
(September) (1), (2015)$40,962
(October) (1), (2015)$40,962
(November) (1), (2015)$40,962
(December) (1), (2015)$40,962
(January) (1), (2016)$40,962
(February) (1), (2016)$40,962
(March) (1), (2016)$40,962
(April) (1), (2016)$40,962
(May) (1), (2016)$40,962

Cancellation of Contract: This contract can be canceled by either party thirty (30) calendar days after the start date of the contract, with a thirty (30)-workday written notification. The cancellation date may be negotiated between the parties, as well as any costs associated with the cancellation.

H. SPECIAL CONTRACT REQUIREMENTS

H.1 GSAR 552.237-70 Qualification of Offerors (MAY 1989)

a. Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service Contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable Contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

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

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

H.2 GSAR 552.237-71 Qualifications of Employees (MAY 1989)

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

b. The Contractor shall fill out and cause each of its employees performing work on the Contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

c. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.3 Personnel Security Requirements

H.3.1 Security Requirements and Personal Identity Verification Procedures (Non-Classified Contract)

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

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

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

H.3.2. Suitability Determinations

a. All Contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required 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 badging, and escorted entry, as applicable.

b. 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.

c. 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.

d. 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.

e. 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.

f. The Contracting Officer 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.

g. 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.3.3. Compliance with Security Requirements

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

H.3.4. Identification Credential

a. Upon receipt of favorable suitability determination as indicated in this document, each employee of the Contractor will be issued an identification credential. At all times while working on the Contract, a Contract employee, including subcontractor employees, shall have in his or her possession the specific Government identification credential issued to him or her by the Government. The identification credential shall be displayed and be visible at all times while on Government property. The CO or designee, Government law enforcement, or security person shall periodically verify passes of Contractor employees

with their personnel identification. Contractor employees shall comply with security verification procedures at all times.

b. The Contractor shall ensure that every Contract employee has a Government issued identification credential before the employee enters on duty. As required by the Government, the Contractor shall make his employees available for photo identification badges, on a schedule to be worked out with the CO or designee. The Government will make the identification credentials after a favorable security determination has been received for the Contractor's employees. Each identification credential shall have an expiration date and Contractor employees shall sign each badge at the time of photographing.

c. The Contractor shall be responsible for ensuring that all identification credentials are returned to the CO or their designee whenever his employees leave the Contract (when the Contract has been completed, employees leave the company, or employees are dismissed or terminated). The Contractor shall notify the CO or their designee whenever employee badges are lost.

d. The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge.

H.3.5 Escort Requirements

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

H.4. Standards of Conduct

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

H.5. Removal from Contract Work

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

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

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

d. Contractor employees who are removed from Contract work shall be required to leave the work site immediately.

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

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

12. Violation of Title 18,U.S.C.,Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

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

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

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

H.6. Sensitive but Unclassified (SBU) Building Information

a. GSA 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 GSA's IT systems.

b. Contractors and prospective bidders with a need to know that do not have HSPD-12 clearances and access rights to GSA IT systems can be provided SBU building information, drawings, etc., in accordance with GSA Order 3490.1A, which provides for the dissemination of paper and electronic SBU building information for all Federally controlled space (owned, leased, and delegated).

c. SBU information includes, but is not limited to:

   1) Paper and or electronic documentation of the physical facility information.

   2) Building designs (such as floor plans).

   3) Construction and renovation or alteration plans and specifications.

   4) Equipment plans and locations.

   5) Building operating plans.

   6) Information used for building service Contracts and or Contract guard services.

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

e. 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.

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

   1) A copy of a valid business license.

   2) Verification of a valid DUNS Number.

   3) A valid IRS Tax ID Number.

   4) A valid State driver's license with photograph.

g. Contractors shall sign a Document Security Notice when they receive SBU information.

h. 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 GSA to be kept with the permanent files.

i. 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.

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

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

H.7. Recording Presence

Each Contract employee shall sign in when reporting for duty and sign out when leaving at the end of the workday and follow card access requirements as directed by the CO or designee. The Contractor shall accumulate GSA Form 139 (Record of Time of Arrival and Departure from Building) or other designated form for use in recording presence each calendar week, certify in writing on each form that the information shown is true and correct and, and within 3 calendar days of week's end, turn them over to the CO or designee.

H.8. Government Forms

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

H.9. Other Contractors

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

H.10. Ordinances, Taxes, Permits, and Licenses

Without additional expense to the Government, the Contractor shall fully comply with all Local, City, State, and Federal laws, regulations, and ordinances. The Contractor will also be liable for

all applicable Federal, State, and Local taxes and shall obtain and pay for all permits and licenses governing performance under the Contract.

H.11. Discrepancy in the Specifications

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

H. 12. Affirmative Procurement Program (APP)

H.12.1 Standards

The Contractor shall use safe and environmentally friendly products as referenced throughout this specification. Green products and processes include, but are not limited to bio-based products, products containing recycled content, environmentally preferable products and services, and otherwise environmentally friendly products and services that minimize the use of energy, water, and other resources. Chemical concentrates that require dilutions are preferable compared to ready-to-use products and should be used whenever possible. Dilution control equipment should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals.

Products designated under federal sustainable product programs - USDA BioPreferred, EPA CPG EPA Design for the Environment, and Department of Energy's EnergyStar and FEMP - can be found on www.sftool.gov. Sustainable products designated under third-party programs include but
are not limited to Green Seal™ and Environmental Choice. For those categories of product not recognized by one of the aforementioned standard's, preference shall be given to products meeting the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels for the appropriate cleaning product category(California Air Resource Board/California Code of Regulations (CCR), Tile 17 CCR Section 94509 – (Topic cited; Standards for consumer products at www.calregs.com).

Products including, but not limited to, cleaners, adhesives, sealants, solvents, and replacement fixtures and equipment - if applicable, must meet the sustainability standards for products listed in the Green Products Compilation (sftool.gov) see Exhibit 4. With the exceptions listed below. The Green Products Compilation lists all of the products that Federal agencies are required by statute to purchase green:

a. Green Seal standard GS-34 shall apply to degreasers
b. Green Products Compilation (sftool.gov) shall apply to industrial and institutional cleaning products [this covers concentrate issue]. The California Code of Regulations maximum allowable VOC levels for the appropriate product category (California Air Resource Board/California Code of Regulations (CCR), Tile 17 CCR Section 94509 – (Topic cited; Standards for consumer products at www.calregs.com).

H.12.2 Reporting

Contractor shall track the following green purchasing elements and report on purchases as specified in the environmental reporting section and Exhibit 2 of this specification.

H.12.3 Recycle Content Certification

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 CO or their designee the required certification and estimate at Contract completion.

H.13. Asbestos Awareness Training

The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with CFR 40-763 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.14. Uniforms

All trade workers shall wear a uniform with the Contractor's logo while working within the building.

H.15. Personnel Qualifications

H.15.1 Personnel Training

The Contractor shall establish, if not already done so, a Building Engineer Qualification Program 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 documentation of training that conforms to the core competencies of the Federal Buildings Personnel Training Act of 2010 and provide documentation to the CO or designee. Documentation shall show all systems for which manufacturer's training is either recommended or required. At a minimum, the plan shall list the BAS, Controls, any special HVAC systems, and the Fire Alarm systems, the required training for each, and the date of training for all personnel.

The Building Engineer Qualification Program shall list all systems for which manufacturer's or specialized training is required for proper operation, and **provide documentation** of completed training for employees charged with operating these systems. This list shall be updated as necessary (i.e. as new systems are added during the course of the contract). The Contractor is expected to ascertain the training required prior to contract award, and be responsible for ensuring training requirements are met on systems existing at the time of the award. Only costs associated with training on systems installed after the beginning of the contract will be considered reimbursable; no labor hours spent on training may be submitted for reimbursement if the training was conducted during the normal working hours of the employee.

H.15.1.1 Re-Tuning Training

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.15.2 Qualifications of Project Manager and Onsite Supervisory Personnel

H.15.2.1 Qualifications of Project Manager

The Project Manager shall possess at a minimum at least 5 years of recent (within the past 7 years) experience in the management and supervision of building mechanical maintenance operations for buildings of the approximate size and characteristics of the buildings to be covered by this Contract. A detailed resume containing the information specified in this document shall be submitted to the CO or their designee for approval prior to the assignment of the project manager to the Contract. Both new and replacement project manager's shall meet these qualification standards. Minimally, the resume shall contain:

a. The full name of the proposed project manager.
b. A detailed description of the previous 7 years' employment history of the proposed project manager.
c. The names and addresses of the companies for whom the proposed project manager worked for the past 7 years, along with the names and telephone numbers of the immediate supervisors.

H.15.2.1 Qualifications of Onsite Supervisor

The Onsite Supervisor shall also possess at least 5 years of recent (within the past 7 years) experience in directing operation and maintenance of equipment in a supervisory capacity for equipment of the approximate size, complexity, and other characteristics of the equipment to be operated and maintained under this Contract. A detailed resume containing the information specified in this document shall be submitted to the CO or their designee for approval prior to the assignment of any supervisor to the Contract. Both new and replacement onsite supervisors shall meet these qualification standards. Minimally the resume shall contain:

a. The full name of the proposed supervisor.
b. A detailed description of the previous 7 years' employment history of the proposed supervisor.
c. The names and addresses of the companies for whom the proposed supervisor worked for the past 7 years, along with the names and telephone numbers of the immediate supervisors.

H.15.3 Qualifications of Technicians

H.15.3.1General Requirements

Technicians engaged in the work to be accomplished under this contract, except for general maintenance workers and laborers, must possess at least 5 years of recent (within the past 7 years) experience in the operation and maintenance of equipment and systems comparable in complexity to systems covered by this contract. All personnel or sub-contractor personnel must possess all required registrations, certifications and licenses required by State and local jurisdictions, and any specific requirements noted below. The Contractor shall provide to the CO or their designee documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor shall ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of any required certifications (e.g., including certification number and expiration date) and qualifications for each employee.

H.15.3.1 Qualifications of Fire Alarm System Technicians

a. Technicians performing contract work involving the inspection, testing, and preventive maintenance or repair of fire alarm systems shall be certified by the National Institute for Certification in Engineering Technologies (NICET) and possess at least a NICET Level 2

(Associate Engineering Technician) in Fire Protection Engineering Technology. Fire Alarm Systems. The Contractor shall submit to the CO or their designee the NICET level certification number and expiration date for each field technician and inspector responsible for performing fire alarm system preventative maintenance and repair services required under the terms of this contract.

b. Technicians modifying the programming software of the fire alarm system shall also be factory trained and certified by the system manufacturer for the specific type and brand of fire alarm system being serviced. The Contractor shall submit to the CO or their designee the factory trained certification number and expiration date for each specific manufacturer's equipment for each technician responsible for performing programming of the fire alarm system.

H.15.3.2 Qualifications of Sprinkler System Technicians

Technicians performing contract work involving the inspection, testing, and preventive maintenance or repair of water-based fire suppression systems shall be certified by the National Institute for Certification in Engineering Technologies (NICET) and possess at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology. Inspection, and Testing of Water-Based Systems. The Contractor shall submit to the CO or their designee the NICET level certification number and expiration date for each field technician and inspector responsible for performing water-based fire suppression system preventative maintenance and repair services required under the terms of this contract.

H.15.3.3 Qualifications of Water-Based Fire Suppression System Technicians

Technicians performing contract work involving the inspection, testing, and preventive maintenance or repair of water-based fire suppression systems shall be certified by the National Institute for Certification in Engineering Technologies (NICET) and possess at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology. Inspection, and Testing of Water-Based Systems. The Contractor shall submit to the CO or their designee the NICET level certification number and expiration date for each field technician and inspector responsible for performing water-based fire suppression system preventative maintenance and repair services required under the terms of this contract.

H.15.3.4 Qualifications of Dry Chemical & Wet Chemical Extinguishing System Technicians

Technicians performing contract work involving the inspection, testing, and preventive maintenance of dry chemical and wet chemical extinguishing systems shall be trained in the manufacturer requirements and have passed a test confirming the individual's knowledge and competence on these systems. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the manufacture or testing organization confirming the technician has been trained and passed a test, for each field technician and inspector responsible for performing dry chemical and wet chemical extinguishing system preventative maintenance and repair services required under the terms of this contract.

H.15.3.5 Qualifications of Clean Agent Fire Extinguisher System Technicians

Technicians performing contract work involving the inspection, testing, and maintenance of clean agent fire extinguisher systems shall be trained in all aspects of safety related to the systems and possess a current training certificate for inspecting, testing, and maintaining these components from a manufacturer or a certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the manufacture or testing organization confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, and maintenance of clean agent fire extinguisher systems required under the terms of this contract.

H.15.3.6 Qualifications of Halogenated Extinguishing System Technicians

Technicians performing contract work involving the inspection, testing, maintenance, decommissioning and removal of halogenated extinguishing systems shall be trained in all aspects of safety related to halon systems and possess a current training certificate for inspecting, testing, and maintaining these components from a manufacturer or a certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the manufacture or testing organization confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, maintenance, decommissioning and removal of halogenated extinguishing systems required under the terms of this contract.

H.15.3.7 Qualifications of Carbon Dioxide Extinguishing System Technicians

Technicians performing contract work involving the inspection, testing, maintenance of carbon dioxide extinguishing systems shall be trained all aspects of safety related to carbon dioxide extinguishing systems, the operation and functions performed, and possess a current training certificate for inspecting, testing, and maintaining these components from an equipment manufacturer, installation company, or a certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the equipment manufacture or testing organization confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, and maintenance of carbon dioxide extinguishing systems required under the terms of this contract.

H.15.3.8 Qualifications of Ventilation System Fire Extinguishing System Technicians

Technicians performing contract work involving the inspection, testing, maintenance of fire extinguishing systems shall be trained and possess a current training certificate for inspecting, testing, and maintaining ventilation systems from an equipment manufacturer. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the equipment manufacture confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, and maintenance of fire extinguishing systems required under the terms of this contract.

H.15.3.9 Qualifications of Smoke Control Technicians

Technicians performing contract work involving the inspection, testing, and maintenance of smoke control systems shall be trained and possess a current training certificate for inspecting, testing, and maintaining these components from a manufacturer or a certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the manufacture or testing organization confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, and maintenance of smoke control systems required under the terms of this contract.

H. 15.3.10 Qualification of Fire Damper, Smoke Damper, and Combination Fire/Smoke Damper Technicians

Technicians performing contract work involving the inspection, testing, and maintenance of fire dampers, smoke dampers, radiation dampers, and combination fire/smoke dampers shall be trained and possess a current training certificate for inspecting, testing, and maintaining these components from an equipment manufacturer or a certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the equipment manufacture or testing organization confirming the technician has been trained, for each field technician and inspector responsible for performing the

inspection, testing, and maintenance of fire dampers, smoke dampers, radiation dampers, and combination fire/smoke dampers required under the terms of this contract.

H.15.3.11 Qualifications of Fire-rated and Smoke Door Assemblies Technicians

Technicians performing contract work involving the inspection, testing, and maintenance of fire-rated door assemblies and smoke door assemblies shall be trained and possess a current training certificate for inspecting, testing, and maintaining these components from an equipment manufacturer or a certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee he certification document and expiration date, issued by the equipment manufacture or testing organization confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, and maintenance of fire-rated door assemblies and smoke door assemblies required under the terms of this contract.

H.15.3.12 Qualifications of Portable Fire Extinguisher Technicians

Technicians performing contract work involving the preventive maintenance and recharging of portable fire extinguishers shall be trained and possess a current training certificate for the specific type and brand of portable fire extinguisher being services or possess a current training test certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the manufacture or testing organization confirming the technician has been trained and passed a test, for each field technician and inspector responsible for performing dry chemical and wet chemical extinguishing system preventative maintenance and repair services required under the terms of this contract. Please note that these requirements do not apply to persons performing 30-day (i.e., monthly) inspections to determine if the unit is in place, charged, and ready for use.

H.15.3.13 Qualification of Emergency and Standby Power System Technicians

Technicians performing contract work involving the inspection, testing, and maintenance of emergency and standby power systems shall be trained and possess a current training certificate for inspecting, testing, and maintaining these components from an equipment manufacturer or a certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the equipment manufacture or testing organization confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, and maintenance of emergency and standby power systems required under the terms of this contract.

H.15.3.14 Qualifications of Emergency Lighting Equipment and Exit Signage Technicians

Technicians performing contract work involving the inspection, testing, and maintenance of emergency lighting equipment and exit signage shall be trained and possess a current training certificate for inspecting, testing, and maintaining these components from an equipment manufacturer or a certificate by an organization acceptable to the CO. The Contractor shall submit to the CO or their designee the certification document and expiration date, issued by the equipment manufacture or testing organization confirming the technician has been trained, for each field technician and inspector responsible for performing the inspection, testing, and maintenance of emergency lighting equipment and exit signage required under the terms of this contract.

H.15.3.15 Qualifications of HVAC Technicians

All HVAC personnel designated to work on, operate, maintain, and (or) repair HVAC equipment or systems shall maintain a minimum of 16 hours of continuing education annually from a NATE, HVAC Excellence, or UA Star recognized provider program. All HVAC

personnel designated to work on, operate, maintain, and (or) repair HVAC equipment or systems shall possess one or more of the following certifications:

a. North American Technician Excellence (N.A.T.E.) HVACR Service Technician Certification
b. HVAC Excellence Professional Level Certification
c. UA Star HVACR Mastery Certification

H.15.3.16 Qualifications of AMS, BAS Technicians

All personnel involved in the operation, adjustment and maintenance of all AMS, BAS, and EMS systems must be trained and qualified. The Contractor must provide to the CO or their designee documentation of the level of experience, including any certificates of training, for all employees who will be involved in this function. Technicians modifying AMS, BAS, and EMS systems must be factory trained and currently certified for the operating system, including software version, of the particular BAS and AMS systems and must provide documentation of this certification to the CO or designee.

H.15.3.17 Qualifications of Electrical Technicians

Technicians performing Contract work involving the inspection, testing, and maintenance of the electrical switch gear must meet the qualification requirements of the American National Standards Institute/International Electrical Testing Association ETT-2000, Standard for Certification of Electrical Testing Technicians and hold at least a Level 3 or 4 (See Exhibit 13). The Contractor shall provide documentation to the CO or their designee on qualifications identified in this standard. Certification can be obtained through; the ANSI/NETA Certification program (http://www.netaworld.org/press-release/251) or Electrical Testing Technician Certification Institute (http://www.ettci.org/).

H.15.3.18 Qualifications of Service Request and Administrative Support Personnel

All regular, full-time personnel involved in Service Request and Administrative Support will need to be customer service oriented, performing the necessary duties to accommodate the customer. This position requires good communication and office skills as well as knowledge with computers and computer software including MS Word and Excel. The Contractor must ensure that personnel are competent in the use of the e-mail and CMMS software being used by the Government.

H.15.4 Submission of Resumes for New Employees

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

H.15.5 State Licensing

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

H.15.6 Compliance with Federal, State, and Local Codes

The Contractor shall comply with all applicable Federal, State and Local laws, regulations and codes. The Contractor is responsible for determining which requirements are applicable, and

complying appropriately; the Contractor may ask advice of the CO or their designee in this regard. GSA also has a policy of voluntary conformity to certain State and Local code requirements even when permission or approvals from Local regulators are not required; the Contractor shall ask the advice of the CO or their designee when such issues arise.

H.16. Government-Furnished Materials

The following items are furnished by the Government:

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

H.16.1 Requirements for Network Connection

Government-furnished network equipment and computer hardware must be used in all cases for PBS 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 GSA's network and acceptance of the PBS CIO.

H.16.2 Government Furnished Equipment

PBS CIO will make every effort to provide one desktop and/or one laptop to newly integrated Building Automation Systems (to the GSA network) sites for the purposes of giving new GSA users access to the building monitoring and control systems. Please note: availability of hardware is depending on the availability of budgeted funds dedicated for this purpose, which may or may not be renewed on an annual basis. Existing GSA workstation refreshes will still be coordinated through regional local OCIO's office. No hardware (workstations, servers, switches) will be provided unless an approved network diagram is submitted.

H.16.3 Reference documentation related to building monitoring and control systems (BMC)

Please reference the Technology Policy for PBS-Owned Buildings Monitoring and Control Systems and Building Technologies Technical Reference Guide for guidance related to the technical integration of building monitoring and control systems (BMC) to the GSA network and within its GSA's information technology (IT) environment.

H.17. Contractor-Furnished Materials

a. 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.
b. The Contractor shall provide at his or her expense an onsite computer with broadband Internet service.

H.18. Additional Services Indefinite Quantity Provisions

H.18.1 General

The CO or their designee may order additional services at his or her discretion. Additional services may include any services related to O&M and repairs, systems upgrades, system operation, or tenant services within covered facilities but not covered within basic services (i.e., not already a requirement of the Contract).

H.18.2 Price Proposal for Additional Services Work

At the request of the CO 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 described in this document. Price proposals for additional services become firm fixed price on acceptance and order by the Government. Although price negotiation and determination of price reasonableness is made on the basis of labor, materials, and subcontract costs following the pricing guidelines described in this document, the price accepted is not adjusted after completion of work to actual man-hours or actual materials cost.

H.18.3 Pricing

The Contractor's price proposal for an Additional Services job shall follow the guidelines described below.

H.18.4 Parts and Materials

If parts or materials are required for a project, the Government may provide the parts or materials, or the Contractor may be asked to provide the parts and materials. Parts and materials shall be priced at estimated actual cost marked up by the standard coefficient in the price schedule if stated. The CO or their designee may accept a different markup rate for parts and materials if the Contractor can demonstrate unusual costs or difficulties in obtaining the parts or materials.

H.18.5. Labor

Price proposals shall use the labor rates established in the price schedule, unless work is subcontracted. The labor categories in the price schedule correlate with the categories in the Service Contract Act Directory of Occupations. The rate will be determined by the nature of the work, not the usual job classification of the individuals performing the work.

H.18.6 Subcontracts

If work is to be subcontracted, the subcontracted part of the work is to be priced at actual cost to the Contractor, marked up by the standard coefficient in the price schedule.

H.18.7 Cost Documentation

If the Contractor provides the parts and materials, or if work is subcontracted, the Contractor shall furnish on request copies of invoices, vendor quotes, or receipts, either with the Contractor's proposal or as substantiating documentation with the Contractor's invoice after completion of work.

H.18.8 Competitive Bids

If a single part or component, or a single type (line item) of parts, components, or materials for a project is anticipated to equal or exceed $2,500.00 the CO or their designee may require that the Contractor obtain three bids from suppliers and include documentation of these bids with his proposal. If subcontract work is anticipated to cost more than $2,500.00, the CO or their designee may require that the Contractor obtain three bids from potential subcontractors and include documentation of these bids with his proposal.

H.18.9 Method of Ordering and Invoicing

The CO or their designee may order work priced at less than $2,500.00 orally. The CO or their designee shall issue a Task Order (GSA Form 300) for work costing $2,500.00 or more.

H.19. Reserved

H.20. 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 CO or their designee 5 calendar days prior to Contract start date and updated annually. At a minimum, the SCP shall include the following information:

a. 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.
b. 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.21. Occupancy Emergency Plan (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the CO 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 CO or their designee o the extent allowed during all emergency situations, including, but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages.

H.22. Contractor Pandemic Plan

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

52.223-1 Bio-based Product Certification.

52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts.

52.223-3 Hazardous Material Identification and Material Safety Data

52.223-5 Pollution Prevention and Right-to-Know Information.

52.223-7 Notice of Radioactive Materials.

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items.

52.223-10 Waste Reduction Program.

52.223-11 Ozone-Depleting Substances.

52.223-15 Energy Efficiency in Energy-Consuming Products.

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.

52.223-19 Compliance with Environmental Management Systems.

I.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS. (DEC 2014)

(a) ***Inspection/Acceptance***. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) ***Assignment***. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment

(***e.g.,*** use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) ***Changes***. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) ***Disputes***. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) ***Definitions***. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) ***Excusable delays***. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (***e.g.,*** 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) ***Patent indemnity***. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) ***Items accepted***. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) ***Prompt payment***. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) ***Electronic Funds Transfer (EFT)***. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) ***Discount***. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) ***Overpayments***. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (***e.g.***, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) ***Interest.***

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) ***Final decisions.*** The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) ***Risk of loss***. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) ***Taxes***. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) ***Termination for the Government's convenience***. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) ***Termination for cause***. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) ***Title***. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) ***Warranty***. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) ***Limitation of liability***. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) ***Other compliances***. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) ***Compliance with laws unique to Government contracts.*** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) ***Order of precedence***. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.*, "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.2. 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items - (Oct 2014)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

(b) ***Clauses.***

X 552.203-71 Restriction on Advertising
X 552.211-73 Marking
X 552.215-70 Examination of Records by GSA
___ 552.215-71 Examination of Records by GSA (Multiple Award Schedule)
___ 552.215-72 Price Adjustment—Failure to Provide Accurate Information
___ 552.219-70 Allocation of Orders—Partially Set-Aside Items
X 552.228-70 Workers' Compensation Laws
___ 552.229-70 Federal, State, and Local Taxes
___ 552.232-8 Discounts for Prompt Payment
___ 552.232-23 Assignment of Claims
X 552.232-71 Adjusting Payments
X 552.232-72 Final Payment
___ 552.232-73 Availability of Funds
X 552.232-78 Payment Information
X 552.237-71 Qualifications of Employees
___ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
___ 552.238-74 Industrial Funding Fee and Sales Reporting
___ 552.238-75 Price Reductions
___ 552.242-70 Status Report of Orders and Shipments
___ 552.243-72 Modifications (Multiple Award Schedule)
___ 552.246-73 Warranty—Multiple Award Schedule
___ 552.246-76 Warranty of Pesticides

I.3. *52.212-5 CONTRACT TERMS AND CONDITIONS* REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (MARCH 2015)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

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

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

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

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

X__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

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

X__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

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

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

X__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

X__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

X__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

X__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

X__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2014) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

X__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

X__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X__ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

X__ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X__ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

X__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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

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

X__ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

X__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

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

X__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

X__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

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

X__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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

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

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

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

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

__ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, ***et seq.***, 19 U.S.C. 3301 note).

X__ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X__ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

X__ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

X__ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

X__ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

X__ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

X__ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

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

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

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

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

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

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

(x)

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

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

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

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

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

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

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

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

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

(End of clause)

I.4 ADDENDUM TO FAR 52.212-4, 52.212-5 & 552.212-71

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The date of the clause in the regulation that is applicable at the time the solicitation is issued applies unless otherwise stated. The following provisions and clauses are incorporated by reference:

52.203-3	Gratuities
52.204-7	Central Contractor Registration
52.207-3	Right of First Refusal of Employment (Full Text)
52.223-3	Hazardous Material Identification and Material Safety Data
52.232-17	Interest
52.233-2	Service of Protest**
52.237-1	Site Visit
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Continuity of Services
52.228-5	Insurance - Work on a Government Installation
52.217-2	Cancellation Under Multi-year Contracts
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of the Contract
552.217-71	Notice Regarding Options
552.219-71	Notice to Offerors of Subcontracting Plan Requirements
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans
MV-98-3	GSA Agency Protest Procedures
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts
52.223-4	Recovered Material Certification
52.223-17	*Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts*

** *Contracting Officer, General Services Administration, PBS, AMD, Federal Office Building, 50 United Nations Plaza, San Francisco, CA 94102.*

I.5. *OTHER TERMS AND CONDITIONS*

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the term of this contract only.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $50.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the simplified acquisition threshold;

(2) Any order for a combination of items in excess of the simplified acquisition threshold; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) 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.

(b) 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 up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, 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.

(d) 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; provided, that the Contractor shall not be required to make any deliveries under this contract after the termination of this contract after 30 days of expiration of the contract including any options exercised.

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) ***Applicability***. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) ***Services (except construction)***. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) ***Supplies (other than procurement from a nonmanufacturer of such supplies)***. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) ***General construction***. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) ***Construction by special trade contractors***. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)

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

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

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

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The WMB Financial Solutions will notify the **GENERAL SERVICES ADMINISTRATION**, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest

Cancellation of Contract: This contract can be canceled by either party thirty (30) calendar days after the start date of the contract, with a thirty (30)-workday written notification. The cancellation date may be negotiated between the parties, as well as any costs associated with the cancellation.

HSPD-12 LANGUAGE FOR SOLICITATIONS

I.6. *FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)*

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.
(2) Upon completion of the Contractor employee's employment.
(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

I.7. *GSAR 552.237-70 QUALIFICATIONS OF OFFERORS (MAY 1989)*

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

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

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

I.8. *GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)*

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

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

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

I.9. *SUITABILITY DETERMINATIONS*

(a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required 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 badging, and escorted entry, as applicable.

(b) 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.

(c) 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 badging, and escorted entry, as applicable.

(d) 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.
(e) 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.

(f) The Contracting Officer 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.

(g) 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.

I.10. *COMPLIANCE WITH SECURITY REQUIREMENTS*

(a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.

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

I.11. *IDENTIFICATION CREDENTIAL*

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

(b) 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.

(c) 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.

(d) 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.

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

I.12. *STANDARDS OF CONDUCT*

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

I.13. *REMOVAL FROM CONTRACT WORK*

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

(b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

(c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.

(d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

I.14. *SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION*

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a "need to know" basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

J. EXHIBITS
(List of Documents, Exhibits and Other Attachments)

EXHIBIT 1 – QUALITY ASSURANCE PLAN (QASP)

EXHIBIT 2- GREEN PURCHASING REPORT
- **Non Bio-based Report**
- **Bio-based Report**

EXHIBIT 3 – RESERVED

EXHIBIT 4 – SUMMARY OF ENVIRONMENTALLY SUSTAINABLE PRODUCT ATTRIBUTES and OFFERINGS

EXHIBIT 5 – BUILDING INFORMATION SHEET

EXHIBIT 6 – MONTHLY REPORT TEMPLATE

EXHIBIT 7 – BUILDING OPERATING PLAN TEMPLATE

EXHIBIT 8 – SMART BUILDING

EXHIBIT 9 – WATER TREATMENT

EXHIBIT 10 – OPERATIONAL PERFORMANCE TARGETS

EXHIBIT 11 – ENERGY AND WATER EFFICIENCY USE PLAN

EXHIBIT 12 – ENERGY AND WATER EFFICIENCY MONTHLY REPORT

EXHIBIT 13 –ANNUAL ENERGY& WATER EFFICIENCY REPORT

EXHIBIT 14 – QUALIFICATIONS OF ELECTRICAL TESTING TECHNICIANS (ETT)

EXHIBIT 15 – RESERVED

EXHIBIT 16 – INVENTORY/CMMS

EXHIBIT 17 –PREVENTIVE MAINTENANCE GUIDES

EXHIBIT 18- RESERVED

EXHIBIT 19 – RESERVED

EXHIBIT 20 – RFID AND BAR CODE LABEL EQUIPMENT INVENTORY PROCEDURES

EXHIBIT 21 – NARA 1571, ARCHIVAL STORAGE STANDARDS

EXHIBIT 22 – VERTICAL TRANSPORTATION EQUIPMENT

EXHIBIT 23 – SMWIA LOCAL UNION NO. 104 (ATTACHED SEPARATELY)

EXHIBIT 1

J.1. Quality Assurance Surveillance Plan (QASP)

CONTRACT No. GS-P-15--KSD-0028

Introduction

This Quality Assurance Surveillance Plan (QASP) is designed to provide the General Services Administration (GSA) with an effective surveillance method of monitoring and evaluating the Contractor's performance under a Performance-Based Statement of Work (PBSOW) for operation and maintenance services.

In accordance with Federal Acquisition Regulation (FAR) Part 37.601, performance-based Contracting methods are intended to ensure that the required performance quality levels are achieved and that the total payment is related to the degree that services performed or outcomes achieved meet Contract standards. GSA's role in quality assurance is to ensure that the Contractors are achieving the quality levels established in the operation and maintenance services Contracts and focuses on the Contractors' QCP. GSA periodically validates the execution of the Contractors' quality control programs by reviewing such areas as the Contractors' inspection forms, service request logs, tenant reports, tenant satisfaction surveys, and the timeliness of corrective actions.

A. PURPOSE OF THE QASP

The QASP is intended to accomplish the following:

- Define the roles and responsibilities of participating Government officials.
- Identify the performance objectives based upon the PBSOW in accordance with FAR Part 46.401(a) (1).
- Identify the performance quality level standards in accordance with FAR Part 37.601(a) (2).
- Describe the methods of surveillance for GSA to identify quality levels in accordance with FAR Part 46.401(a) (2).
- Establish a method to provide feedback to the Contractor regarding quality and timeliness of the service performance, i.e., copies of inspection forms, copies of tenant reports, data on tenant satisfaction scores; and any other drivers or measures of performance that are required by the CO or designee

- Establish timeframes for communication and performance improvement if needed.

- Establish specified procedures for changes to the Contract price when services are not performed or do not meet Contract requirements in accordance to FAR Part 37.601(a) (3).

- Ensure the Contractor has developed and implemented a QCP establishing procedures and responsibilities for controlling the quality of work performed.

B. *ROLES AND RESPONSIBILITIES OF GOVERNMENT OFFICIALS*

The following Government officials will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

1. Jaime Stephan or person designated by the CO will serve as the designee or COR. The COR is responsible for monitoring, assessing, recording, and reporting on the performance of the Contractor. The CO or their designee shall have the primary responsibility for completing forms that will be used to evaluate the Contractor's performance. In addition, the COR or designee shall use the Contractor Performance System (CPS) to document the Contractor's performance.

2. Mary Chin or person designated as the CO will have overall responsibility for overseeing the Contractor's performance. The CO shall be responsible for monitoring the Contractor's performance in the areas of Contract compliance and Contract administration. The CO will review the COR or designee's written inspections and assessments of the Contractor's performance and resolve any discrepancies that may arise between the Contractor and COR or their designee. In addition, the CO shall use the Contractor Performance System (CPS) to document the Contractor's performance.

C. *TYPES OF WORK TO BE PERFORMED*

1. The Contractor's performance in providing the following operation and maintenance services shall be evaluated by the Government:

a. Existing deficiency list
b. Building operating plan
c. Equipment inventory
d. Monthly progress reports
e. Reference library
f. Building management support services
g. Operational requirements
h. Service requests
i. Tours
j. Maintenance program
k. Water treatment
l. Oil analysis

m. Lamp and ballast replacements
n. Repairs
o. Safety and environmental
p. Fire Protection and Life Safety equipment and systems
q. Energy and Water efficiency and reporting
r. Other services as described in Section C

D. METHODS OF SURVEILLANCE

The method of surveillance is based on the performance criteria of the Contract terms and specifications. Each requirement will describe the tasks to be performed and the standard for successful performance. GSA intends to monitor and evaluate the Contractor's performance based on any or all of the following surveillance methods:

1. **Periodic Surveillance Inspections:** This method consists of selected surveillance tasks by the Government that do not require 100 percent inspection, or are performed on a random basis. The CO or their designee will evaluate the Contractor's reports, surveys, etc. on a weekly, biweekly, monthly, or quarterly basis.

2. **Tenant Interviews:** All tenant concerns received through the CO or their designee will be documented and evaluated on a planned schedule developed by the CO or designee. This method may help the CO or their designee focus on areas that may require further action from the CO.

3. **Service Request Documentation:** This method of surveillance will provide information to the CO or designee, such as identification of the types of service requests received the frequencies of service requests, corrective action taken, timeliness of completion, and any other pertinent data. At a minimum, this method shall be performed on a monthly basis.

4. **Tenant Satisfaction Surveys:** GSA regularly conducts surveys for one-third of GSA's tenants in Government-owned and leased buildings. These surveys gather important data in many areas, including specific categories pertaining to the operation and maintenance of GSA's buildings. The surveys provide the CO or their designee with satisfaction scores that can be further evaluated to determine if there are any weaknesses within the various programs. There are various measures that can be taken, such as reviewing the survey's comments, obtaining further feedback from the tenants, or sharing the scores with the Contractor to establish a plan of action.

E. QUALITY ASSURANCE FORMS AND REPORTS

Inspection Form: The GSA-3423-A , an equivalent form, or electronic documentation in the CMMS will be used to document and evaluate the Contractor's performance. The COR will evaluate each event in accordance with the performance standards and performance requirements stated in the PBSOW. All tasks that are considered to have unacceptable performance shall be substantiated and documented on the GSA-3423-A form or equivalent. Documentation will be completed and submitted to the Contractor within 24 hours. The Contractor shall return the documentation identifying the corrective action taken for each item listed within time allotted by the COR.

Inspection of Services Clause: The CO shall fill in applicable commercial or non-commercial clause as appropriate, i.e., FAR Part 52.246.4 paragraphs (e) and (f).

F. ANALYSIS OF SURVEILLANCE RESULTS (Optional - Region, choose or delete)

Monthly CO Report: At the end of each month the COR will summarize the overall results of the Contractor's performance for the previous month and send to the CO. If appropriate, the CO may investigate the event(s) further to determine if all the facts and circumstances surrounding the event(s) are accurate. The CO may discuss with the Contractor an event or trend that indicates unacceptable performance.

QASP STANDARDS

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
SECTION C Existing Deficiency Inspection/List and equipment inventory.	A thorough and systematic initial inspection and inventory of all equipment and systems and the performance of an annual inventory to verify and update the inventory.	A complete and accurate deficiency list and inventory must be completed and submitted within the initial timeframe and an annual inventory must be scheduled and conducted to verify and update inventory.	The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service request documentation.
Startup Phase.	The Contractor must provide all start up services necessary to provide seamless operation of all building systems. Adjustment to controls, BAS	Submission and review of all required building documentation without failures in providing service to our customers.	
Staffing and ability to communicate with CO.	Contractor must staff and provide communication methods to ensure services are adequately provided to the tenant.	Quality and quantity of staffing and methods of communication ensure adequate response to all Contract requirements.	
Onsite records.	All records required by the Contract must be accurate and	Records must be organized, up to date, and reflect actual conditions.	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		Form 1755. The CO must approve in advance any work that will disrupt lighting, utilities, and space conditioning.	
Plumbing and restroom maintenance.	Plumbing and drain systems must be maintained and in good working order.	All drain systems must be clear and kept functional at all times.	
Maintenance program. <u>SECTION C Cont.</u>	Equipment must be maintained to the minimum standard established in the Contract and developed by the Contractor.	Minimally, the Contractor must perform preventive maintenance in accordance with the manufacturer's recommended standards for all equipment requiring a preventive maintenance procedure. The Contractor must be required to use the specified NFPA Codes and Standards in this document to perform inspections, testing, and preventive maintenance of fire protection and life safety systems and equipment. In addition, the Contractor shall be required to follow the specific testing and inspection frequencies and methods specified in such NFPA Codes and Standards. The Contractor must record such inspection, testing, and services on the appropriate NFPA inspection form.	
Water treatment.	The Contractor must provide for an effective water treatment program including equipment, monitoring, reporting, etc.	The Contractor must perform water treatment, monitoring, and testing in accordance with the Contract requirements.	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
Oil analysis and oil changes.	Oil analysis and oil changes must be documented.	The Contractor must perform initial and periodic oil analysis and oil changes in accordance with the Contract provisions.	
Lamp and ballast replacements.	Quality, energy-efficient replacement lamps and ballasts must be used by the Contractor.	The Contractor must perform lamp and ballast replacements in accordance with the Contract provisions	
Architectural and structural systems maintenance.	Interior and exterior building architectural and structural systems must be maintained in good repair.	The Contractor must conduct inspections, repairs, replacements, and touch up painting and patching to match existing finishes as required by Contract provisions.	
Interior signage and directories.	Signage must be up to date and in good repair.	Signage must be updated and repaired as required.	
Finishes maintenance.	All finishes must appear neat and have an esthetically appealing appearance.	The Contractor must maintain and touch up building finishes in a professional manner.	
Repairs.	All repairs must be performed in a timely professional manner, using quality parts and materials.	The Contractor must perform repairs in accordance with the provisions of the Contract including timeliness of response, invoicing, thresholds, replacement part quality standards, and warranty provisions.	
Safety and environmental management.	Scheduling and record keeping.	All required safety and environmental tests, certifications, permits and other procedures required in this document must be scheduled in the CMMS work order system, and	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		documented in the CMMS. In addition, the Contractor must maintain copies of all such tests, certifications, permits and other required records.	
	Refrigerant control and certification.	The Contractor must control refrigerants and maintain records in accordance with EPA, GSA, and appropriate Air Quality Management District standards. The Contractor must take immediate action to contain refrigerant leaks and must report any leaks to the CO or designee.	
	AQMD operating permits.	The Contractor must be familiar with the requirements of the Local Air Quality Management District (AQMD), and shall be responsible for obtaining operating permits for boilers, generators, and other emissions-producing equipment regulated by the district.	
	Hazardous waste.	The Contractor must be cognizant of, and comply with, all Federal, State, and Local laws and regulations related to the disposal (landfill, sewer discharge, etc.) of hazardous waste and materials used or removed in the performance of the Contract or discharged by the building, and must comply with all such requirements, to include record keeping requirements.	
	Electrical safety.	The Contractor must comply with NFPA 70E when working on or around	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		electrical equipment or systems. The Contractor must ensure that areas restricted to qualified personnel are secured and properly labeled.	
	Lock out/tag out.	The Contractor must develop a lockout/tag out program in accordance with 29 CFR 1910. The program must include all anticipated energy sources, including but not limited to electricity, steam, pressurized fluids, and mechanical energy.	
	Confined spaces.	The Contractor must identify and label all confined spaces in accordance with OSHA requirements. The Contractor must develop a confined space entry permit system for all permit- required confined spaces within 60 calendar days of commencement of the Contract.	
	Asbestos management.	The Contractor shall be expected to occasionally perform Class III and Class IV asbestos work as defined in 29 CFR 1910.26.1101. The Contractor must be prepared to deal with asbestos on a small scale, short duration basis to effect emergency repairs and to clean up small spills. The Contractor must protect building tenants, visitors, and employees from asbestos exposure. The Contractor must comply with applicable National Institute of	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		Building Sciences (NIBS) and OSHA standards.	
SECTION C Cont.	Hazardous materials.	The Contractor must make material safety data sheets (MSDSs) available to their employees in accordance with 29 CFR 1910.1200.	
	Boiler/pressure vessel operation and inspection standards.	All tests must be done in accordance with ASME Boiler and Pressure vessel Code, National Board Inspection Code (NBIC), EPA Local AQMD requirements, ASME CSD-1, and NFPA 85.	
	Backflow prevention devices.	Backflow prevention devices used on water-based fire suppression systems must be inspected, tested and maintained according to NFPA 25.	
	Potable water systems.	The Contractor must comply with the Safe Drinking Water Act, PL 99-339, as amended, and the EPA Safe Drinking Water regulations (40 CFR 141.43, Sections A and D), that address the quantity of lead allowable in new installations or repairs to existing drinking water systems and/or plumbing. Potable water systems which are repaired, modified, serviced, or breeched in any way must be disinfected and flushed prior to returning the system to service.	
	Labeling.	The Contractor must label equipment, storage areas and workspaces in accordance with OSHA	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		standards immediately after commencement of the Contract if such labels are not already in place.	
	Water-based fire suppression system	The Contractor is responsible for meeting the inspection, maintenance, testing frequencies and testing methods outlined in NFPA 25. Water-based fire suppression system testing, maintenance and repair shall be performed during normal business hours when it does not interfere with building operations. When such testing, maintenance or repair will interfere with building operations; it shall be performed after normal business hours without additional costs to the government, unless approved otherwise by the CO or designee. The Contractor must provide a fire watch in areas left unprotected until the water-based fire suppression system is completely restored to service. In no case must any water based fire suppression system be left in a disabled condition without notifying the CO or designee. The Contractor must ensure that the sprinkler system is maintained and operable at all times except while being tested or repaired. It is essential that the	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		Contractor carefully schedule with the building manager and CO or their designee all non-emergency shutdowns of the sprinkler system and that back up protection be provided by the Contractor any time the sprinkler system is out of service for more than 4 hours. In addition, regardless of the duration of the shutdown, the affected portion of the system must be tested to ensure that the protection has been restored.	
SECTION C Cont.	Fire Rated doors and assembles.	The Contractor must utilize qualified personnel meeting the applicable requirements in Section H15.3, Qualification of Technicians. in performing any task associated with this contract The Contractor must perform inspections, tests and maintenance or repairs in accordance with the current edition of NFPA 80 and NFPA 101. The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80 NFPA 101.	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
SECTION C Cont. .		The Contractor must utilize qualified personnel meeting the applicable requirements in Section H15.3, Qualification of Technicians. in performing any task associated with this contract	
	Fire Damper and combination fire/smoke dampers.	The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 80. Maintenance of combination fire/smoke dampers must also meet the requirements contained in NFPA 105. The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80. The Contractor must utilize qualified personnel meeting the applicable requirements in Section H15.3, Qualification of Technicians. in performing any task associated with this contract	
	Smoke doors and assemblies.	The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 105.	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		The Contractor must utilize qualified personnel meeting the applicable requirements in Section H15.3, Qualification of Technicians. in performing any task associated with this contract The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.	
SECTION C Cont.	Smoke dampers.	The Contractor must perform inspections, tests and maintenance or repairs in accordance with the current edition of NFPA 105. The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.	
	Portable fire extinguishers.	The Contractor must utilize qualified personnel meeting the applicable requirements in Section H15.3, Qualification of Technicians. in performing any task associated with this contract	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 10. The Contractor must utilize qualified personnel meeting the applicable requirements in Section H15.3, Qualification of Technicians. in performing any task associated with this contract The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 10.	
SECTION C Cont.	Non-water based fire extinguishing systems.	The Contractor must perform inspections, tests and maintenance in accordance with the current edition of the applicable NFPA standards (e.g., NFPA 12, 12A, 17, 17A, 96, 2001, etc.). The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standards (e.g., NFPA 12, 12A, 17, 17A, 96, 2001, etc.). The Contractor must utilize qualified personnel meeting	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		the applicable requirements in Section H15.3, Qualification of Technicians. in performing any task associated with this contract	
	Emergency lighting systems and exit signage.	The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 101. The Contractor must utilize qualified personnel meeting the applicable requirements in Section H15.3, Qualification of Technicians. in performing any task associated with this contract The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 101.	
Miscellaneous work.	The Contractor must provide labor hours and parts and supplies as requested by the CO or designee.	The Contractor must provide labor hours as requested by the CO to perform tasks in a timely manner.	
Section H	Green Purchasing Tracking	Shall track and report and amounts of green cleaning products and materials purchased. Furnish records upon request	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
	Recycle Content Product Purchase Annual Reporting	Annual report on recycle products if applicable	

J.1. Contract Deliverables Reference

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
Existing deficiency inspection/initial deficiency list	C.4	Report due not later than 30 days after the beginning of the contract period.	CO or designee.
Startup/Transition phase including staffing plan Complete CMMS training	C.5.1	Within 30 days of the startup phase.	CO or designee.
Phase out transition.	C.6	On the last performance day of the Contract, Contractor must turn over keys and identification badges or cards.	CO or designee.
List of key personnel and emergency contact information, which may include subcontractor contacts as applicable.	C.8.1	The Contractor must develop and submit to the CO within 5 days of award.	CO or designee.
CMMS Complete CMMS audit	C.8.5	The Contractor shall use the Government-furnished CMMS, to include validating and updating the equipment inventory database, including all data fields specified by the CO or designee. Complete annual CMMS audit	CO or designee
Quality control program.	C.8.6	Develop and submit for approval 10 days prior to the start of the	CO or their designee

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
		Contract.	
Building operating plan.	C.9.1	Develop and submit for approval, not later than the end of the startup phase.	CO or designee.
Equipment inventory update.	C.10	The Contractor must update and verify the equipment inventory on an annual basis.	CO or designee.
Monthly progress reports.	C.11	On a monthly basis, not later than the fifth working day of the subsequent month.	CO or designee.
Equipment condition assessment.	C.13	On an ongoing basis during the performance of the Contract as requested.	CO or designee.
Review of design documents.	C.16	Review as requested.	CO or designee.
Building management support services.	C.17	Assist as requested.	CO or designee.
Energy and Water Efficiency Report	C.21.6	Monthly/Annually	CO or designee.
Emergency service request and callback repair plan report.	C.23.2	Written accounting of any emergency callback the morning of the next working day.	CO or designee.
Routine service request - response extension request.	C.23.4	Contractor must immediately notify with a written extension request.	CO or designee.
Initial report and development of water treatment program.	C.36.3	Within the first month of the Contract.	CO or designee.
Monthly water treatment testing or makeup water chemical tracking.	C.36.5	Monthly within the monthly progress report.	CO or designee.
Periodic oil analysis.	C.37.1	At least annually, with results submitted within the next monthly progress report.	CO or designee.
Lamps and ballasts containing mercury record.	C.38	Document monthly all purchases of mercury-containing lamps within the monthly progress report.	CO or designee.
Repairs using	C.37.1	Must provide	CO or designee.

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
subcontractors.		justification for subcontract need in advance.	
Scheduling and recordkeeping of permits, personnel safety, control of hazardous substances, certifications, and records	C.41.2	Furnish copies as requested.	CO or designee.
Refrigerant control and certification log.	C.41.3	Refrigerant control logs must be updated and inspected as required.	CO or designee.
AQMD operating permits.	C.41.4	Copies made available immediately upon request.	CO or designee.
Polychlorinated biphenyl (PCB) control transformer leaks.	C.41.7	Immediate notification.	CO or designee.
Workplace safety plan.	C.41.9	A safety and health plan must be submitted for review and approval within 30 days after award.	CO or designee.
Confined space entry permit system.	C.41.14	The Contractor must develop a confined space entry permit system for all permit-required confined spaces within 60 calendar days of the Contract start.	CO or designee.
Hazardous materials: safety data sheets – hazardous materials inventory.	C41.16.1	SDSs must be made available on request. The Contractor must prepare and submit hazardous materials inventory as an appendix to the building operating plan. This must be updated and resubmitted annually by September 30 of each year.	CO or designee.
Backflow prevention devices – annual inspection certificate.	C.41.17.3	Annually.	CO or designee.
Labeling and signage.	C.41.18	Labeling per OSHA	CO or designee.

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
		standards within 30 business days after start of Contract.	
Fire protection systems on line at all times unless approval is given during maintenance periods.	C42.1	Advance notification and approval per occurrence.	CO or designee.
Fire alarm system: If the Contractor encounters equipment that is in a condition that may endanger life or property.	C.42.2	The Contractor must immediately notify the CO or their designee of the condition requiring immediate action. Within 24 hours the Contractor must provide a written report to the COR of the hazardous condition and recommended corrective action.	CO or designee.
Fire alarm system: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies and testing methods outlined in NFPA 72.	C.42.2	Throughout the year. Documentation of the subject inspection, maintenance and testing results must be recorded on the applicable Inspection and Testing Form from NFPA 72.	CO or designee.
Fire alarm system: If the Contractor must disturb materials he suspects may contain ACM.	C.41.15	The Contractor must immediately report the condition to the CO or designee.	CO or designee.
Fire alarm system: If the Contractor must disturb materials he suspects may contain lead-based paint.	C.39.4	The Contractor must immediately report the condition to the CO or designee.	CO or designee.
Water-based fire suppression systems: If the Contractor encounters equipment that is in a condition that may endanger life or property.	C.42.4	The Contractor must immediately notify the COR of the condition requiring immediate action. Within 24 hours that Contractor must provide a written report to the CO or their designee of the	CO or designee.

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
		hazardous condition and recommended corrective action.	
Water-based fire suppression systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, and testing methods outlined in NFPA 25.	C.42.4	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded on the applicable "suggested form," as found in the current edition of NFPA 25.	CO or designee.
Water-based fire suppression systems: If the Contractor must disturb materials he suspects may contain ACM.	C42.4	The Contractor must immediately report the condition to the CO or designee.	CO or designee.
Water-based fire suppression systems: If the Contractor must disturb materials he suspects may contain lead-based paint.	C.39.4	The Contractor must immediately report the condition to the CO or designee.	CO or designee.
Fire doors and other opening protectives: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.	C.42.5	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 80.	CO or designee.
Fire and combination fire/smoke dampers: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.	C.42.8	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 80.	CO or designee.
Smoke doors and	C. 42.9	Throughout the year.	CO or designee

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
other opening protectives: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.		Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 105.	
Smoke dampers: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.	C.42.10	Throughout the year. Documentation of the subject inspection, maintenance and testing results must be recorded in accordance with the requirements of NFPA 105.	CO or designee.
Portable fire extinguishers: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 10.	C42.11	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 10.	CO or designee.
Non-water-based extinguishing systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standard.	C.42.12	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of the applicable NFPA standard.	CO or designee.
Smoke control systems: The	C. 42.13	Throughout the year. Documentation of the	CO or designee.

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92A.		subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 92A.	
Smoke management systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92B.	C.42.13	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 92B.	CO or designee.
Emergency and standby power systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 110 and NFPA 111.	C.42.14	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 110 and NFPA 111.	CO or designee.
Emergency lighting and exit signage: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 101.	C.42.15	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 101.	CO or designee.
Qualification of employees (May 1989) paperwork.	H.1.	As requested.	CO or designee.

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
The collection and submission of GSA Form 139, Recording Presence.	H.7	Submit within 3 calendar days of each week's end.	CO or designee.
Asbestos awareness training certification.	H.13	Training within 60 calendar days after start. Certify completion within 5 days of training.	CO or designee.
Submission of resumes for new employees.	H.15.4	The Contractor must submit resumes for all personnel prior to personnel beginning work.	CO or designee.
State licensing – if required.	H.15.5	Within 90 calendar days of beginning employment.	CO or designee.
Price proposal for additional services work.	H.18.2	Within 48 hours of the request.	CO or designee
Strike contingency plan (SCP) submission.	H.20	SCP must be submitted 5 calendar days prior to Contract start date and updated annually.	CO or designee.

EXHIBIT 2

J.2. Green Purchasing Report

Note: This list is not all inclusive, the Contractor shall expand the list as appropriate to reflect non bio-based items purchased and used under this Contract.

Non Bio-based Purchase Reports					
Report Period Covered:	Date Report Prepared:				
Building:					
Contract Number:					
Contractor:					
	Attributes and Cost				
	CPG	DfE	Green Seal	Env Choice	Not Green
Hand cleaners and sanitizers					
Mulch and Compost					
Odor Control / Neutralizer					
Mobile equipment hydraulic oil			$400.00 (sample entry)		
Stationary equipment hydraulic oil					
Diesel fuel additives				$200.00 (sample entry)	
2-cycle engine oil					
Penetrating lubricants					
Greases					$100.00 (sample entry)
Sorbents					
Adhesives and mastics					
Towels					
General purpose de-icer					
Wood and concrete sealers	$3,500 (sample entry)				

Resources Guide: Green Seal http://www.greenseal.org/FindGreenSealProductsAndServices.aspx
Design for the Environment (DfE) http://www.epa.gov/dfe/
EPA-CPG http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm
SFtool Green Procurement - Cleaning Products - GSA Sustainable Facilities Tool sftool.gov

Green Purchase Report

Annual Contractor Reporting of Designated Biobased Purchases

Section 9002 of the Farm Security and Rural Investment Act of 2002, as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. 110-246 (the Farm Bill) requires Federal agencies to give a procurement preference to USDA-designated biobased products and to require agency contractors to report such purchases under service and construction contracts. The FAR Council subsequently published a Biobased final rule at 77 FR 23365, implementing reporting requirement in the FAR at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts with an effective date of May 18, 2012. To facilitate collection of report data, the USDA, in consultation with the Chief Acquisition Officers Council, was tasked to develop a reporting template.

To comply with the reporting provisions of the Act, Contractor must file an annual report on purchases of designated biobased products used under the performance of this contract.

Where to Submit:

CY2012 – By December 31, 2012. For contracts that were awarded between May 18, 2012 and September 30, 2012 and which were reported to the Federal Procurement Data System – Next Generation (FPDS-NG), contractors shall submit via the following USDA site: http://www.biopreferred.gov/FARReporting/FARReporting.xhtml

Note: This is an interim reporting template and should be used only for contracts meeting the above criteria. Other contracts will not pass the system validation test.

Future Reports – No later than October 31st in accordance with USDA reporting procedures. Contractor is responsible for monitoring USDA progress on the development of a long-term reporting tool.

Note: Contractor is responsible for monitoring USDA progress on the development of a long-term reporting tool.

All Reports–Contractor shall provide a copy of each report to the CO and Environmental Manager at PBSbiobasedreporting@gsa.gov.

Note: US Department of Agriculture (USDA) Bio- based products
http://www.biopreferred.gov/ProductCategories.aspx

EXHIBIT 3

J.3 RESERVED

EXHIBIT 4

J.4. Summary of Environmentally Preferable Product Attributes

Product Use	Preferable Contents	Contents to Avoid	Non-toxic Optional	Biobased Optional
Adhesive - Aerosol	Rubber-based; low-VOC	SARA 313 chemicals (cyclohexane, hexane, methylene chloride); petroleum distillates; CFCs	ü	X
Adhesive - Epoxy	Non-toxic; low-VOC	Isopropyl alcohol; SARA 313 chemicals (toluene)	ü	X
Adhesive Remover	Soy-based mixture; citrus extract; low-VOC	Aerosol; petroleum distillates	ü	ü
Coil Cleaner	Non-acid cleaners with non-toxic, biobased contents; low-VOC; if acid must be used acetic or phosphoric acid are preferable	Sulfuric acid, hydrofluoric acid, or similar caustic chemicals SARA 313 chemicals (trichloroethylene)	ü	ü
Concrete/Wood Sealer	Water-based, latex-based, or biobased sealers; low-VOC	Acrylonitrile; SARA 313 chemicals (n-methyl-2-pyrrolidone)	ü	ü
Degreaser	Water or biobased (soy) degreasers; non-toxic; non-aerosol; low-VOC	Aerosol; petroleum distillates	ü	ü
Deicer (Road and Windshield)	Biodegradable windshield deicer; salt-free ice melt; magnesium chloride or calcium chloride; calcium magnesium or magnesium acetate	SARA 313 chemicals (methanol, isopropyl alcohol, ethylene glycol); aerosol; sodium chloride	ü	ü
Descaler	Enzyme-based descaler; urea; trisodium phosphate; low-VOC	Hydrochloric (muriatic) acid or similar caustic compounds (oxatic or hydrofluoric acid); sodium hypochlorite	ü	ü
Fuel Additive	Biobased; non-toxic	Petroleum distillates	ü	ü
Graffiti Remover	Biobased content (soy/corn); low-VOC	SARA 313 chemicals (toluene, xylene); acetone; isopropyl alcohol	ü*	ü
Grease / Lubricant	Biodegradable/biobased content (soy or vegetable oil); non-toxic; re-refined lubricating oils; low-VOC	Petroleum or mineral-based oils; metallic soaps or polyurea derivatives; sulfur, chlorine, zinc; amine phosphate or other irritants	ü	ü
Light Bulbs	Energy Star or FEMP fluorescent bulbs or tubes; reduced mercury content	Mercury	n/a	n/a
Mastic	Water or acrylic-based; non-toxic; low-VOC	Petroleum-distillates (mineral spirits)	ü	X
Paint	Remanufactured or recycled paint; water-based or latex-based; low-VOC	Aerosol; oil-based (alkyd) paints (mineral spirits, aliphatic hydrocarbons); SARA 313 chemicals (toluene, xylene, ethyl benzene); acetone	ü	X
Paint Remover	Biobased; non-toxic; low-VOC	SARA 313 chemicals (n-methyl-2-pyrrolidone, methanol, methylene chloride); isopropyl alcohol	ü*	ü
Spray Foam	CFC-free; biobased (soy); low-VOC	HCFCs; SARA 313 chemicals (formaldehyde)	X	ü*

ü Product available and offered through GSA Advantage
ü* Product available, but not currently offered through GSA Advantage

X Product currently not available

Notes:
a - On the GSA Advantage website some environmental product indicators, such as 'Non-Toxic' and 'Biobased', are specified by the product vendor and have not been independently verified. Prior to procurement, it is important to examine the Material Safety

EXHIBIT 5

J.5. Building Information Sheet

BUILDING INFORMATION SHEET

The following are building statistics for informational purposes only. The CO will complete a Building Information Sheet for every building. The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

1. BUILDING DATA:

Name and building number: Leo J. Ryan Federal Records Center (CA
Location: 1000 Commodore Drive, San Bruno, CA 94066
Number of floors:
Number of elevators 2
Age of Building: _____
Normal Building Operating Hours: M, Tu, Th, & F: 6:00AM – 4:30PM; W: 6:00AM – 6:00PM
Number of Agencies: 1
List Agencies: National Archives and Records Administration (NARA)

2. BUILDING STATISTICS:

INTERIOR:	227,838	RSF
EXTERIOR:	10	Acres

EXHIBIT 6

J.6. Monthly Report Template

MONTHLY REPORT FOR :	
CONTRACT #:	
DATE OF REPORT:	
FOR PERIOD:	

PREPARED BY

NAME:	
TITLE:	
CONTRACTOR:	
PHONE NUMBER:	

1. STATUS OF ALL WORKORDERS – Attach copy of CMMS printout if available

2. EQUIPMENT WORKING OFFLINE

3. OPERATING SCHEDULE CHANGES

4. DESCRIPTION OF LOST TIME FOR ACCIDENTS OR OTHER SAFETY PROBLEMS

5. QUALITY CONTROL INSPECTIONS

6. BUILDING SERVICES, UTILITY MISCELLANEOUS HOURS

7. COPIES OF ARRIVAL AND DEPARTURE REPORTS

8. MONTHLY WATER TREATMENT AND OTHER TEST RESULTS

9. RECALIBRATION DOCUMENTATION OF ADVANCED METERS (2 X/yr)

10. REFRIGERATION CONTROL LOGS

11. FUEL LEVELS

12. ENERGY AND WATER USAGE (list possible reasons for increase/decrease and attach Exhibit 12)

EXHIBIT 7

J.7. Building Operating Plan Template

BUILDING OPERATING PLAN

Insert Building Photo
(ABP Photo)

PREPARED FOR:
BUILDING NAME
ADDRESS, CITY & STATE
BUILDING NUMBER

REGION X

DATE

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1.0 GENERAL GUIDANCE

This document presents the Building Operating Plan for (Enter building name and address City, State Zip Code)

This plan documents the procedures for the operation of all the mechanical and electrical equipment in the Building. Equipment is operated to maximize safety and to maintain comfort conditions. Electric, gas, and water usage is kept to a minimum without compromising either safety or comfort. The systems covered by this Building Operating Plan include:

1) Electrical systems and equipment
2) Mechanical systems and equipment
3) Fire Protection systems and equipment
4) Control Systems controlling all systems which themselves are within the scope
5) Architectural and Structural systems, fixtures, structures and equipment within the government owned site.
6) Vertical Transportation (Elevators / Escalators)

Excluded from this Building Operating System

1) Security Systems
2) Telecommunication Systems
3) Equipment owned and operated by tenant agencies
4) Furnishings
5) Equipment owned by servicing public utilities

When levels of required services change, when building equipment changes, when operating procedures change, or when Agency requirements change, the plan shall be revised on a timely basis (within 10 working days) and submitted to the CO or designee.

The conservation of energy is not achieved at the expense of maintaining the required environmental or other special conditions described elsewhere in the building operating plan. Energy conservation is achieved through effective operational and maintenance practices as well as appropriate repairs or alterations to existing equipment or systems which reduce the overall cost of service. Energy conservation is achieved through the employment of good engineering and operating practices using accepted methods and procedures.

It is the tenant Agency's responsibility to ensure that lights and equipment are turned off when not needed, that ventilation is not blocked or impeded, and that windows and other building accesses are closed during the heating and cooling seasons. The operation of portable heaters, fans and other such devices in Government controlled space is prohibited unless authorized by the GSA Building Manager.

There are no areas in the building authorized to maintain a level of lighting higher than that specified in the Federal Property Management Regulations or as directed by GSA.

There are no areas in the building authorized to maintain higher room temperatures during the heating season than those authorized by GSA.

Temperature- Heating/Cooling
The Contractor shall adhere to the temperature levels and energy conservation practices identified herein.

During normal working hours, temperature controls shall be set to maintain space temperatures in accordance with the latest guidelines issued by the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc., (ASHRAE), Thermal Environmental Conditions for Human Occupancy.

During non-working hours heating temperature shall be set no higher than 55 degree Fahrenheit* and air-conditioning will not be provided except as necessary to return space temperatures to a suitable level during working hours and to assure the protection of the building and its systems.

*Minimum setback for temperatures and humidity control may vary from the established ASHRAE standards where it is necessary to maintain a specified set point as established by the architect and the Architectural Woodwork Institute (AWI) in order to maintain and protect the finished woodwork throughout the courtrooms and offices. These perimeters will be established and adjusted as necessary by the CO or their designee in order to maintain the building interior finishes.

Temperature levels stipulated by the Government are subject to change based on nationwide energy policies.

There are no night time set-backs for the chilled water, but at night the load is reduced because there is no demand for it. So the demand on the chillers is less.

General Contract Information

Service Provider:
Contract #:
Contact:
Base:
Option 1:
Option 2:

The Contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools, and equipment. They are also responsible to plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this Contract.

All mechanical specifications are a statement of the minimum level of work and services that are to be provided in certain areas under this plan. They are not intended to be, nor shall they be construed as, limiting specifications or requirements. At a minimum, the Contractor will be required to take all steps and measures which would be taken by a prudent building owner to maximize the life expectancy of the property, including having a journeyman mechanic/technician(s) on-site for a minimum of 8 hours per day, 8:30am-5:00pm.

All mechanical, electrical, utility, interior and exterior architectural and structural systems in the buildings shall be operated and/or maintained at the highest level of efficiency compatible with the current energy conservations requirements, and maintained at an acceptable level, throughout the Contract performance period.

An "acceptable level" of maintenance is defined as the level of maintenance, that will preserve the equipment and structure in unimpaired operating condition; i.e. above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment and/or structure. The Contractor is responsible for performing scheduled and unscheduled maintenance and maintenance repairs, as necessary, on a 24-hour a day, 365 days per year basis including emergency call-back service.

The Contractor shall maintain the machinery spaces, shops, and storerooms in a safe, clean, and orderly manner. When work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition. The machinery rooms including floors and the equipment located within the machinery rooms shall be painted as necessary to maintain the appearance of the room and equipment. When painting, the Contractor must comply with the ANSI color coding system outlined in the ASNI A13.1, Scheme for the Identification of Piping Systems, and maintain the identity (identification number) of the equipment. The Contractor must obtain the approval of the CO or their designee before storing anything in machinery spaces.

Utilities

Utility Provider Information:

Utility Type: Electric
Utility Provider:
Account#
Accounting String:
Contract Period:

Utility Type: Electric (Lights & Plugs)
Utility Provider:
Account#:
Accounting String:
Contract Period:

Utility Type: Sewer Service
Utility Provider:
Account#:
Meter#:
Accounting String:
Contract Period:

Utility Type: Water Service
Utility Provider:
Account#:
Meter#:
Accounting String:
Contract Period:

Utility Type: Fire Protection
Utility Provider:
Account#:
Meter#:

Accounting String:
Contract Period:

Utility Type: Gas
Utility Provider:
Account#:
Meter#:
Accounting String:
Contract Period:
Deduction Meter-

Overtime/Reimbursable
Overtime utilities are provided upon request except with agencies that have computer rooms that require 24/7 cooling, which is billed quarterly.

OVERTIME UTILITIES

AGENCY	AREA REQUIRING OT	LOCATION	DURATION

Startup & Shutdown Times & Procedures

Normal Operating Hours:

Supervisory Building Manger:
Property Manager:
Engineer Tech:
Assistant Property Manager:

Number of Occupants:

Number of Parking Spaces:

Primary Tenant:

Classifications:
Building Number:
Construction Date:
Accessibility Compliant:
Security Level:
Tier Designation:
Congressional District:

Structure:
Design and Construction:

Gross Square Feet:
Rentable Square Feet:
Useable Square Feet:
Floors:

2.0 OPERATIONAL PROCEDURES AND SITE PLANS

This Section describes the procedures for operating the building's HVAC systems.

2.1 BOILER PLANT :
As Applicable

2.2 CHILLER PLANT:
As Applicable

2.3 DOMESTIC HOT WATER PLANT
As Applicable

2.4 HEATING BOILER PLANT
As Applicable

2.5 GENERAL PLUMBING AND DOMESTIC WATER SYSTEMS
As Applicable

2.6 WATER TREATMENT PLANS
As Applicable

2.7 FIRE ALARM SYSTEMS
As Applicable

2.8 Fire Protection Drawings-

Contractor Information
Service Provider:
Contract #:
Contact:
Base:
Option 1:
Option 2:

2.9 FIRE SUPPRESSION SYSTEMS
As Applicable

2.10 SITE PLANS AND DRAWINGS
As Applicable ***(Note to preparer: You may refer to location of applicable site plans and drawings.)***

2.11 EQUIPMENT INVENTORY
As Applicable

3.0 HVAC EQUIPMENT DESCRIPTIONS AND SEQUENCES OF OPERATION

3.1 PENTHOUSE MECHANICAL ROOM

As Applicable

3.2 PENTHOUSE AIRHANDLERS

As Applicable

3.3 MAIN AIRHANDLERS

As Applicable

AFTER HOURS OCCUPANCY:
Air Handling Units:

AHU	Floor Serviced	Location

Mechanical Drawings-

Indoor Air Quality

4.0 ELECTRICAL DISTRIBUTION AND SPECIFICATION

4.1 EMERGENCY GENERATORS
As Applicable

4.2 MAIN ELECTRICAL SUBSTATIONS
As Applicable

4.3 ADDITIONAL SUBSTATIONS
As Applicable

4.4 LIGHTING CONTROL SYSTEMS
As Applicable

Lighting Settings:

Levels: (FYI: Lighting levels can be found in the FPMR. Please note that these levels are subject to change)

Lighting On/Off Times:

Site Lights:

Elevator Lobby lights:
Tower Lobby Lights:

Courtroom Lights:
Parking Garage Lights:

During the weekends no interior lighting comes on, only site lights come on.

Electrical Lighting Drawings (location):

5.0 ENERGY MANAGEMENT CONTROLS AND SPECIFICATIONS

5.1 BUILDING AUTOMATION SYSTEM

During normal working hours, ventilation shall be maintained in accordance with the latest guidelines from ASHRAE, Ventilation for Acceptable Indoor Air Quality. The Contractor's responsibility to comply with these requirements is limited by the capacity of the building's HVAC equipment, Building Automation System (BAS), and outside environmental conditions.

5.2 DUAL DUCT VAV TERMINALS

As Applicable

5.3 COOLING VAV TERMINALS

As Applicable

6.0 ARCHITECTURAL AND STRUCTURAL SYSTEMS MAINTENANCE

6.1 FAÇADE
As applicable

6.2 ROOFS
As Applicable

6.3 PARKING DECKS
As Applicable

6.4 RAIN GUTTERS
As Applicable

6.5 DRAINS
As Applicable

6.6 WINDOWS
As Applicable

6.7 VERTICAL TRANSPORTATION (ELEVATORS/ESCALATORS)
As Applicable

General Contract Information:
Service Provider:
Call Center:
Location Code for Kone:
Contract #:
Contact:

7.0 TOUR PROCEDURES AND MAINTENANCE DOCUMENTATION

7.1 TOUR PROCEDURES

Watches involve performing certain tasks required for the operation of boilers, compressors, and related equipment in a centralized location. Watches include, but are not limited to, starting equipment and loads, and making adjustments at the central control center, and taking water samples, making tests, and adding chemicals as required. A watch does not mean that the operator stays in the same location for an entire shift. The time spent is that required to perform the tasks.

7.2 DAILY CHECKLIST

As Applicable

7.3 WEEKLY CHECKLIST

As Applicable

7.4 SCHEDULED MAINTENANCE

As Applicable

7.5 CORRECTIVE MAINTENANCE AND REPAIRS

As Applicable

7.6 PLANNED PREVENTIVE MAINTENANCE

Preventive maintenance includes, but is not limited to greasing, oiling, adding refrigerant, changing filters, cleaning, adjusting, replacing belts, and replacing of other expendable items. It also includes scheduled work on items of equipment or systems required to provide continuing operation, to preclude unnecessary breakdowns and to prolong the life of equipment or systems. Such work will be required to be performed without disruption to the building occupants operations during their normal business hours. Disruptive work will be required to be performed during other than normal building hours.

8.0 SERVICE CALL, MAINTENANCE AND REPAIR PROCEDURES

8.1 TENANT REQUEST AND SERVICE CALLS

As Applicable

8.2 AFTER HOURS CALLS

As Applicable

8.3 EMERGENCY SERVICE CALLS

As Applicable

9.0 BUILDING SECURITY PROCEDURES

9.1 ACCESS, SIGNAGE AND IDENTIFICATION

As Applicable

9.2 MONITORING

As Applicable

9.3 BAGGAGE INSPECTIONS

As Applicable

9.4 LOADING DOCK ACCESS

As Applicable

9.5 PARKING LOT ACCESS

As Applicable

9.6 AFTER HOURS ACCESS

As Applicable

9.7 PATROLS

As Applicable

9.8 REPORTING INCIDENTS AND RESPONDING

Contract Employee Responsibilities:
The Contractors shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall not hold the Government responsible for any action on its part or that of its employees or subcontractors, which results in illness, injury, accident, or death.

GSA Employees must report using the following procedures:
For accidents involving non-GSA employees or property damage accidents: use GSA Form 3620. The GSA supervisor in charge of the area should complete this report and gathering of necessary information and photographs, building, or equipment involved.

For accidents involving GSA employee injury/illness: use GSA form 3623, CA-1, and CA-2. The supervisor of the injured/ill employee should complete the GSA Form 3623. Reporting on the CA-1 and CA-2 is the responsibility of the injured/ill employee. All reports are to be forwarded to the Ohio Service Center within 5 days of the incident. The FPS Contract guards are to also fill out an incident report for all types of injuries.

9.9 FIRE INCIDENT INVESTIGATIONS

As Applicable

10.0EMERGENCY PLANS AND HAZMAT PROCEDURES

10.1 SHELTER IN PLACE LOCATIONS

As Applicable

10.2 BUILDING EVACUATIONS ROUTES & MEETING PLACES

As Applicable

10.3 BOMB OR BIOHAZARD CONDITIONS AND SYSTEM SHUTDOWN PROCEDURES

As Applicable

10.4 ELEVATOR EMERGENCY PROCEDURES

As applicable

10.5 FIRE EXTINGUISHER, DEFIBRILLATOR, AND PULL SWITCH LOCATIONS

As Applicable

10.6 ASBESTOS MANAGEMENT

As Applicable

10.7 HAZARDOUS MATERIAL AND HAZMAT WASTE MANAGEMENT

As Applicable

10.8 UNDERGROUND STORAGE TANKS

As Applicable

10.9 LEAD PAINT MANAGEMENT

As Applicable

10.10 ENERGY LOAD CURTAILMENT PLANS

As Applicable

10.11 WATER CURTAILMENT PLANS

As Applicable

10.12 LOSS OF PERSONNEL

As Applicable

10.13 EMERGENCY NUMBERS

As Applicable

10.14 DISASTER AND RECOVERY PROCEDURES
As Applicable

10.15 FIRE PUMPS
As Applicable

10.16 SUMP PUMPS
As Applicable

10.17 SEWAGE EJECTORS
As Applicable

10.18 PRESSURE BOOSTERS
As Applicable

10.19 PRESSURE REDUCING STATIONS
As Applicable

10.20 BACKFLOW PREVENTORS
As Applicable

10.21 ALL MAIN SHUT OFF LOCATIONS & PROTOCOL
As Applicable

EXHIBIT 8

J.8. Reserved

EXHIBIT 9

J.9. Water Treatment

Introduction

This appendix establishes mandatory standards for water in HVAC and domestic water systems in GSA facilities, along with information related to the intent of the standards and guidelines that in most circumstances can be used to construct a water treatment program that will be approved by GSA. Treatment standards are mandatory; procedural instructions in these guidelines are advisory unless required by law or regulation. Subject to GSA approval, maintenance Contractors generally may propose alternative programs where accompanied with sufficient technical data and implementation detail for GSA to determine the likelihood of success of such an alternative program. Any program approved by GSA may be subsequently disapproved if results are unsatisfactory.

Regardless of the complexity or size of a loop, a qualified water treatment Contractor or personnel should be consulted or employed to help the building maintenance personnel develop a water treatment program specific to the needs of each system. The treatment chemicals themselves should be purchased through a licensed supplier that specializes in commercial and/or industrial water systems. Many water treatment chemicals require licenses for specific uses and are regulated by Federal, state, and Local governments. Maintenance Contractors are responsible for selecting and submitting for approval an appropriate program, and for compliance with laws regarding chemical discharge and usage.

Maintenance Contractors are responsible for providing all instrumentation and test equipment necessary to monitor compliance with these standards (e.g., installation of coupon racks or other corrosion monitoring equipment where not already installed).

2.0 Types of Recirculation Water Loops

There are five basic open and closed loop water systems used for the daily operation of commercial buildings. Each system is vital to the everyday operation of the buildings mechanical systems. The following open and closed loop water systems are described as follows.

2.1 Open Loop Cooling Water System

An open loop cooling water system generally uses cooling towers to cool condenser water that serves chilled water central plants, water source heat pumps and computer room air conditioning units. There are cases where a waterside economizer "free cooling" system is used in place of a chiller to cool condenser water during periods of low ambient conditions. During "free cooling" mode the chilled condenser water is passed through a heat exchanger to cool the closed loop cooling or chilled water loop.

An open loop is exposed to outside contaminants and requires frequent maintenance, chemical tests, and chemical treatment that should be determined by a water treatment Contractor. In general, large systems require chemical tests be performed weekly and a water treatment Contractor to inspect the chemical systems monthly. The four main goals of maintaining an open loop cooling system are; inhibition of mineral scale, corrosion, minimizing bacterial contamination, and general fouling inhibition. See Section 3.0 for a detailed description of cause and effect when using chemical inhibitors.

2.2 Closed Loop Cooling Water Systems

A closed loop cooling water system can either be used for chilled water or condenser water. In a closed loop chilled or condenser water system the cooling water is circulated through the chiller or heat exchanger where it is cooled then pumped through air handlers' cooling coils, fan coil units, computer rooms units, water source heat pumps, etc.

In view of the fact that a closed loop cooling water system will not be exposed to as much outside containments and no evaporation as in an open loop system, the dissolved mineral concentration in the system will remain relatively constant and there will be virtually no need for blow down. Once the system is filled, every effort should be made to limit the amount of water leakage from seals, water sampling, valve testing and other routine system maintenance. When water leaks out of the system, it will be replaced with untreated makeup water. This water introduces additional minerals and dissolved oxygen into the system. Consistent chemical treatment is sustained with the use of chemical tablet "slug" feed water treatment products.

The treatment program for closed loop cooling water systems requires less frequent testing. The goal of the closed loop program is to inhibit corrosion, inhibit mineral scale formation, and inhibit bacteria growth. See Section 3.0 for a detailed description of cause and effect when using chemical inhibitors.

2.3 Steam and Condensate Recirculation Systems

Steam systems are closed loop systems that produce either saturated low pressure or superheated high-pressure steam via a steam boiler. The condensate water, with the addition of makeup water, is re-circulated through the steam boiler. A steam system should have an automated water makeup, a mechanical deaerator, condensate pumps, feed water pumps, steam traps, low feed water flame cut off controls and chemical pot feeders for condensate and makeup water treatment. The steam system will be a collection of steam regulators, steam turbines, heat exchanges for heating purposes, or through an absorption chiller to indirectly produce chilled water for space cooling.

The evaporation of water and elevated temperatures cause most of the minerals present in tap water to bond with each other, causing an increase in system mineral concentration. The four main goals to maintaining a steam system is prevention of mineral scale formation, oxygen corrosion, general corrosion, and condensate corrosion. Biocides are not needed in a steam system because bacteria do not grow in high temperature environments. Alternatively, if steam is supplied by a Local utility, then the steam has already been chemically treated and further chemical treatment may not be necessary. See Section 3.0 for a detailed description of cause and effect when using chemical inhibitors.

2.4 Closed Loop Hot Water Systems

A closed loop hot water heating system is not exposed to a great deal of outside containments. Therefore, the dissolved mineral concentration in the system will remain relatively constant and there will be virtually no need for blow down. Once the system is filled, every effort should be made to limit the amount of water leakage from seals, water sampling, valve testing and other routine system maintenance. When water leaks out of the system, it will be replaced with untreated makeup water. This water introduces additional minerals and dissolved oxygen into the system. Consistent chemical treatment is sustained with the use of slug feed water treatment products.

The treatment program for this system is very similar to the closed loop cooling system. The key difference is that hot water systems require more corrosion inhibitor as a result of higher water temperatures. In fact, most hot water systems require two to three times the corrosion inhibitor of closed loop cooling water systems. The goal of a closed loop hot water treatment program is to inhibit corrosion, mineral scale formation, and bacteria growth. See Section 3.0 for a detailed description of cause and effect on using chemical inhibitors.

2.5 Domestic Hot and Cold Water System

A domestic hot and cold water system provides potable water for washing and general domestic use. The water within these systems will contact food, people, or will be consumed, so there is no chemical treatment used for this system to prevent mineral scale or corrosion due to water supplied by the Local utility. The only water treatments used for these systems is the addition of water softeners and filtration systems. The reduction of the corrosive and scaling tendencies of oxygenated hard or softened water is done by repairing leaky fittings and fixtures, limiting the velocity of the circulating water, and/or limiting the operating temperature of the hot water system.

3.0 Water Chemicals Treatment Additives

Environmental regulations, handling guidelines and the chemical additives for water systems should be provided by a certified Local water treatment consultant. It is the building operator's responsibility to ensure compliance with municipal by-laws, and environmental regulations when disposing of chemicals and handling accidental spills. Disposing of chemically treated water into the sewer system must be monitored in blow down logs and not allowed to exceed levels specified by municipal sewage utility by-laws.

The chemical additives suggested herein are organized by class to encompass a variety of chemical additives that are used in open and closed water loops and steam boiler systems.

3.1 Mineral Scale Inhibitor

Mineral scale is the precipitation of dissolved minerals such as calcium carbonate onto the surfaces of the cooling tower, boiler, heat exchangers tubes, and piping. This mineral scale forms an insulating layer on the surfaces that inhibits heat transfer and restricts flow through the system. Mineral scale also promotes corrosion and fouling in open loop and steam systems. All re-circulating water and steam boiler systems should have a mineral scale inhibitor as part of their water treatment program.

Mineral scale inhibitors are separated into two main categories, sludge conditioners and dispersants. Sludge conditioners are typically used when there is a relatively high concentration of calcium and magnesium in the makeup water. Sludge conditioners are crystal modifiers that allow the minerals to precipitate but interfere with the structure of the crystal to help form a soft sludge that can be easily removed from the steam boiler or cooling tower through blow down. Dispersants are usually polymer-based molecules that help to keep the trace minerals in solution so that they do not precipitate into scale deposits. The mineral scale inhibitors are especially needed when there is little or no pretreatment of the makeup water or when filtration equipment is not reliable. Even with excellent control of the scale inhibitor, chemical scale formation still occurs.

Water treatment consultants use computer models to determine the type of scale inhibitor needed as well as the limits for system pH and total dissolved solids (TDS). These computer models take into account the specific operating parameters of the system and help the water treatment consultant to choose a specific water treatment program that will work.

Open Loop Cooling Water System:

An open re-circulating cooling water treatment program commonly uses a chemical additive that is a combination of a mineral scale inhibitor and a corrosion inhibitor. The type and dosage of mineral scale inhibitor needed is dependent upon the concentration and composition of the minerals in the makeup water, the pH of the cooling water, and the temperature of the cooling water.

The overall scale inhibitor program for a cooling water system may consist of a mineral scale inhibitor additive (such as a polymer dispersant), acid for pH control, and limits for the total dissolved solids and/or conductivity of the cooling water. Acid feed and pH control will not be needed in every system.

Steam Systems with Re-circulating Water:

In steam boilers, the buildup of an insulating layer can lead to tube failure and efficiency losses. Calcium and magnesium are the most abundant forms of mineral scale found in a steam boiler system because the solubility of these two minerals decreases as the temperature increases. To minimize the potential for mineral scale formation, most steam boilers have some type of makeup water pretreatment to remove certain minerals from the water before it enters the boiler. The goal of most pretreatment equipment is to minimize the concentration of these two minerals in the makeup water so that there is a less significant chance that they will precipitate and form a crystal scale deposits. Even with good pretreatment, mineral scale inhibitors are needed in all steam boiler systems.

Dispersant mineral scale inhibitor programs are used in steam boilers that have good pretreatment and very low levels of calcium and magnesium in the makeup water. Dispersants are usually only used when the total hardness in the makeup water is greater than 5 ppm consistently. The dispersants are usually a polymer based molecule that helps keep the trace minerals in solution so that they do not precipitate into scale deposits.

Closed Loop Cooling Water and Hot Water (Heating) Systems

In a closed loop system the mineral concentration is relatively stable because very little makeup water is needed. This helps to minimize the need for mineral scale inhibitors. In systems that have poor quality makeup water, with a total hardness above 300 ppm, it is best to pre-treat the water with softeners to remove calcium and magnesium from the makeup water. In most cases, pretreatment of the makeup water is not necessary. Closed loop cooling and hot water systems should be treated with a polymer dispersant mineral scale inhibitor. This scale inhibitor is usually combined with a corrosion inhibitor in a one-drum formulation.

3.2 Corrosion Inhibitor

Open Loop Cooling Water Systems:

The corrosion inhibitor chemical treatment protects the metal piping from degradation over time. The type of corrosion inhibitor that is used depends upon the specific metallurgy present in the system as well as the chemistry of the makeup water and pH level in the water. Corrosion inhibitor additives are intended to provide a protective layer on the interior walls of piping which stops the occurrence of corrosion in the system. A certified chemical water treatment consultant should be contacted to determine the specific type and amount of corrosion inhibitor necessary for each building's distinct system.

In most cases, there is more than one type of metallurgy in a system, such as galvanized steel, copper, stainless steel, etc. Different metals require distinct chemicals to prevent corrosion, so it is important that the corrosion inhibitor portion of the program have additives that are specific to each type of metal. In most cases, blends of different corrosion inhibitors are used to ensure that all of the metal is protected.

Closed Loop Cooling and Hot Water Systems

Corrosion is the principal concern in a closed loop cooling and hot water systems. There are many different types of corrosion inhibitors available on the market, but the most common products are nitrite based. As with any corrosion inhibitor program, the type of program used is determined by the type of metals used throughout the system. Mild steel systems should be treated with nitrite, molybdate, or phosphonate type inhibitors. Systems containing copper should have some type of azole product.

If bacterial contamination is a problem, Nitrite programs should be avoided. The nitrite corrosion inhibitor can act as a food source for bacteria. The bacteria will convert the Nitrite into Nitrate and Ammonia. This will destroy the corrosion inhibitor function of the product. A certified chemical water treatment consultant will be able to find the best product for this type of system.

There is one difference between a closed loop cooling and heating systems, which is the dosage of the corrosion inhibitor. The corrosion inhibitor of closed loop hot water system will have dosage 2 – 3 times greater than the dosage for a closed loop cooling water system.

3.3 Bacteria Contamination Control

The control of the bacteria growth is the most important part of an open loop cooling and closed loop cooling and hot water treatment program because bacterial contamination can lead to fouling, mineral scale, and corrosion. Bacterial contamination is controlled through the use of biocides. Below is a description on bacterial contamination control that is used for open loop cooling, closed loop cooling, and closed loop hot water systems.

Open Loop Cooling Water Systems

Open loop cooling water systems are inherently prone to bacterial contamination without a proper water treatment. High bacteria levels in a cooling water system can lead to bio-deposits (algae for example) and increased fouling that can reduce heat transfer in the heat exchangers and cooling tower. The bio-deposits and increased fouling can reduce water flow through the system if there is improper water treatment.

In view of the fact that open cooling water systems are highly susceptible to bacteria growth, the water treatment program should have some type of biocide chemical additive. Biocides kill living organisms and/or bacteria and can be categorized as either oxidizing or non-oxidizing. An oxidizing biocide, when applied at the correct dosage, will kill all types of bacteria. A non-oxidizing biocide targets certain bacteria and will not kill some types of bacteria.

A non-oxidizing biocide can be compared to an Anti-biotic that is used to treat bacterial infections in people. Over dosing a system or improper usage of a non-oxidizing biocide can create strains of bacteria in the cooling water system that are resistant to the biocide. Limit the program to the use of non-oxidizing biocides alone is never recommended. It is good practice to utilize both an oxidizing biocide and a non-oxidizing biocide to strictly control bacteria contamination. This method is more costly so some building managers chose to only utilize only oxidizing biocides.

The types of oxidizing biocide needed are dependent upon the physical limitations of the facility, safety concerns, costs, and maintained pH of the recirculation water. For example, bromine based oxidizing biocides should be used any time the pH of the water in the system is above 7.5. A water treatment supplier or consultant can provide specific information regarding the different types of oxidizing and non-oxidizing biocides that will suit the needs of your system.

It is important to note that there are both Federal and state laws that regulate the usage and application of biocides for commercial and industrial usage. When choosing a water treatment supplier or consultant, make sure that they are properly licensed and registered in your area to provide guidance on the usage of biocides or pesticides. Also, it is important that you only use biocide products that are specifically approved for use in an open loop cooling water system.

Closed Loop Cooling and Hot Water Systems

It is not uncommon for closed loop systems to experience bacterial contamination, especially if these systems are treated with nitrite. In general, the more makeup water a system needs, the more likely that system is predisposed to bacteria problems.

If a closed loop system has a bacteria problem or will not maintain a nitrite residual, there are basically two options to correct the problem. The first solution is to switch the corrosion Inhibitor program to a program that does not contain a food source for bacteria. The second best solution is to utilize non-oxidizing biocides to treat the bacteria problem. A non-oxidizing biocide should be used in a closed loop system because they do not react with the corrosion inhibitors and they do not promote corrosion themselves. An oxidizing biocide will degrade most corrosion inhibitors and they can increase corrosion rates in a closed loop system. It is always best to contact a licensed water treatment consultant that can help you to determine the dosages of biocide needed and which biocide will work for your system.

3.4 General Fouling Inhibitor

A fouling inhibitor is added to an open loop cooling water system when the makeup water contains high levels of suspended particles or turbidity. This includes high levels of dirt, silt, Iron, or other colloidal particles present in the makeup water, which occurs in rare applications. If this is the case, it may be necessary to add a fouling inhibitor additive to the system. These inhibitors are similar to mineral dispersants but are designed to target suspended particles instead of dissolved minerals. Generally, the mineral dispersant treatment program will be sufficient to provide general system fouling inhibition. If the mineral dispersants are not sufficient, contact a licensed water treatment consultant to see if a fouling inhibitor is needed for the system.

3.5 Oxygen Corrosion Control

Steam Systems with Condensate Recirculation

Due to the high temperatures produced by a steam boiler plant, the corrosive reaction between oxygen and carbon steel is greatly increased. The oxygen corrosion in a steam system usually causes internal pipe pitting and can lead to pipe failures and leaks very rapidly. In order to protect the steam system metal from oxygen pitting, it is very important to remove the oxygen from the makeup water using both mechanical deaeration and chemical processes.

At room temperature, water normally contains about 9 ppm of dissolved oxygen. As the temperature of the water increases, the solubility of oxygen in the water decreases. A mechanical deaerator is designed to raise the temperature of the feed water to just below boiling so that the oxygen concentration in the water drops from 9 ppm to less than 0.05 ppm. After the makeup water is mechanically depleted of its oxygen content, it is still necessary to reduce it further. The further reduction in oxygen content is done with an oxygen scavenger chemical, which will reduce the concentration of oxygen to levels below 0.005 ppm.

There are many different types of chemicals used as Oxygen Scavengers. The most common Oxygen Scavenger is Sodium Bi-Sulfite. Contact a licensed water treatment consultant that will decide what product meets all the needs of a given steam system.

3.6 General Corrosion Control

Steam Systems with Condensate Recirculation

A steam system should include an Oxygen corrosion control treatment program along with a general system corrosion control treatment program. A general corrosion control chemical treatment program includes the addition of buffering agents to the boiler feed water to minimize the potential for corrosion throughout the system. This buffering agent is frequently in the form of alkali solution. The alkali species neutralize acids in the water and raise the pH to create a slightly Basic environment that is less corrosive to the metal piping.

Some makeup water has enough natural alkalinity and is able to provide the feed water system with sufficient buffering, to keep the pH of the steam boiler feed water at or above 10.2. When there is not enough natural Alkalinity in the steam boiler feed water, a Caustic chemical should be added to raise the pH above 10.2. A water treatment consultant will be able to test the feed water in the steam system to determine if Caustic feed is needed and what dosage is necessary to raise the pH above 10.2.

3.7 Condensate Corrosion Control

Steam Systems with Condensate Recirculation

The feed water is heated to produce high or low-pressure steam by the boiler. When this occurs some of the alkali solution species will breakdown into Carbon Dioxide (CO_2) gas. The CO_2 vapor produced will leave the steam boiler, along with the steam and is dissolved into the condensed condensate water, after the energy from the steam is utilized. As the CO_2 dissolves into the condensate water it produces a carbonic acid and will dramatically increase the corrosiveness of the condensate return water. In order to protect the condensate return piping from corrosion, the condensate must be feed with corrosion control chemicals.

The two most common types of condensate water treatment are neutralizing and filming chemical additives. A neutralizing chemical additive will neutralize the Carbonic Acid in the condensate water and raise the pH above acidic levels. A filming chemical additive will provide a protective layer on the interior of the piping to keep the condensate return water from actually touching the metal. In most cases a neutralizing chemical additive will tend to be slightly more expensive, but these chemicals are usually more effective.

There are limitations to the type of condensate treatment implemented for steam systems. For example there are certain treatment programs are restricted if the steam is used for food preparation or direct contact humidification, a treatment product that is approved for use with food preparation or direct contact humidification should be used. Contact a licensed water treatment consultant or supplier for more information regarding which products can be used and for which systems these chemicals are allowed.

4.0 Setting Up a Water Treatment Program

The most important step to setting up a water treatment program is to know what systems are present in the building and what are the requirements for water properties such as pH, conductivity, total dissolved solid (TDS), etc. The water property ranges, definitions and testing schedules are in Section 5. Many of these water chemistry properties can be monitored using stand-alone controllers or global building automation system (BAS) controls. A licensed water treatment consultant should be employed to model the building's water systems and develop an appropriate treatment plan for each system. There are many treatment plans available; below is a summary of typical plans used for each system, which are used by water treatment consultants in the United States.

4.1 Open Loop Cooling Water Systems

Monitoring conductivity as a measurement of the concentration of Total Dissolve Solids (TDS) is a crucial part of controlling an open loop water system. Conductivity limits should be set by a water treatment consultant and routinely monitored to ensure that mineral scale does not form. Cycles of concentration of the system should not exceed limits set by water treatment consultant. Automated blown down controls with a conductivity meter is recommended for open loop systems. The pH of the water should be routinely monitored especially if an acidic additive is used to control the pH. Corrosion inhibitor residual tests should also be run to verify that the system is receiving the correct dosage. Routine tests should be conducted daily, weekly, or monthly to monitor oxidizing biocide residuals and bacteria concentrations to ensure Micro-Bio levels are under control. In general, bacteria concentrations in the open loop cooling water system should be less than 100,000 cfu/ml (colony forming units per milliliter) at all times.

Corrosion Monitoring should be performed using a real time on-line monitoring device or corrosion coupons with a 90-day rotation schedule. Coupon test results should show mild steel corrosion rates less than 5.0 mils per year (MPY) and Copper Corrosion Rates less than 2.0 MPY at all times.

Recommended Corrosion and Scale Control Programs

Program 1:

Description:	Multifunctional Molybdate Based Corrosion Inhibitor and Dispersant
Function:	Corrosion Inhibition, Mineral Scale Inhibition
Components:	Molybdate for Mild Steel Corrosion Control Azole for Copper Corrosion Control Dispersant for Mineral Scale Inhibition
Form:	Liquid
Feed Location:	Tower Basin or Header
Control Tests:	Molybdate Residual or Test for Tracing Agent if present, Corrosion Monitoring

Program 2:

Description:	All Organic Based Multifunctional Corrosion Inhibitor and Dispersant
Function:	Corrosion Inhibition, Mineral Scale Inhibition
Components:	Phosphonate for Mild Steel Corrosion Control Azole for Copper Corrosion Control Dispersant for Mineral Scale Inhibition
Form:	Liquid
Feed Location:	Tower Basin or Header
Control Tests:	Organic Phosphate Test or Test for Tracing Agent if Present, Corrosion Monitoring

Program 3:

Description:	Zinc Phosphate Multifunctional Corrosion Inhibitor and Dispersant
Function:	Corrosion Inhibition, Mineral Scale Inhibition
Components:	Zinc and Phosphate for Mild Steel Corrosion Control Azole for Copper Corrosion Control Dispersant for Mineral Scale Inhibition
Form:	Liquid
Feed Location:	Tower Basin or Header
Control Tests:	Ortho-Phosphate or Test for Tracing Agent if present

Program 4:

Description:	Stabilized Phosphate Corrosion Inhibitor and Dispersant
Function:	Corrosion Inhibition, Mineral Scale Inhibition
Components:	Phosphate for Mild Steel Corrosion Control Azole for Copper Corrosion Control Dispersant for Mineral Scale Inhibition
Form:	Liquid
Feed Location:	Tower Basin or Header
Control Tests:	Ortho-Phosphate or Test for Tracing Agent if present, Corrosion Monitoring

<u>Bacteria Control Programs</u>

Program 1:

Description:	Chlorine Bleach Oxidizing Biocide
Function:	Oxidizing Biocide
Components:	Sodium Hypochlorite
Form:	Liquid
Feed Location:	Tower Basin
Control Tests:	Free Chlorine Residual, Bacteria Monitoring

Program 2:

Description:	Stabilized Chlorine Oxidizing Biocide
Function:	Oxidizing Biocide
Components:	Stabilized Sodium Hypochlorite
Form:	Liquid
Feed Location:	Tower Basin
Control Tests:	Free Chlorine Residual, Bacteria Monitoring

Program 3:

Description:	Activated Bromine Oxidizing Biocide
Function:	Oxidizing Biocide
Components:	Separate Feed of Sodium Hypochlorite Separate Feed of Sodium Bromide
Form:	Both Liquid
Feed Location:	Mix together in feed line to activate Bromine then feed to Tower Basin
Control Tests:	Free Chlorine Residual, Bacteria Monitoring

Program 4:

Description:	Stabilized Bromine Based Oxidizing Biocide
Function:	Oxidizing Biocide
Components:	Stabilized Bromine
Form:	Liquid
Feed Location:	Tower Basin
Control Tests:	Free Chlorine Residual, Bacteria Monitoring

Program 5:

Description:	Solid Chlorine Bromine Tablets
Function:	Oxidizing Biocide
Components:	Chlorine and Bromine
Form:	Solid Tablet
Feed Location:	Fed from pot feeder to Tower basin
Control Tests:	Free Chlorine Residual, Bacteria Monitoring

Program 6:

Description:	Solid Chlorine Bromine Tablets
Function:	Oxidizing Biocide
Components:	Chlorine and Bromine
Form:	Solid Tablet
Feed Location:	Fed from pot feeder to Tower basin
Control Tests:	Free Chlorine Residual, Bacteria Monitoring

Program 7:

Description:	Isothiazoline
Function:	Non-Oxidizing Biocide
Components:	Isothiazoline
Form:	Liquid
Feed Location:	Slug fed to tower basin
Control Tests:	Bacteria Monitoring

Program 8:

Description:	Glutaraldehyde
Function:	Non-Oxidizing Biocide
Components:	Glutaraldehyde
Form:	Liquid
Feed Location:	Slug fed to tower basin
Control Tests:	Bacteria Monitoring

Program 9:

Description:	DBNPA
Function:	Non-Oxidizing Biocide
Components:	Dibromonitropropianamide
Form:	Liquid
Feed Location:	Slug fed to tower basin
Control Tests:	Bacteria Monitoring

Program 10:

Description:	Quaternary Amine
Function:	Non-Oxidizing Biocide
Components:	Quaternary Amine
Form:	Liquid
Feed Location:	Slug fed to tower basin
Control Tests:	Bacteria Monitoring

Program 11:

Description:	MBT
Function:	Non-Oxidizing Biocide
Components:	Methylene-bis-thiocyanate
Form:	Liquid
Feed Location:	Slug fed to tower basin
Control Tests:	Bacteria Monitoring

4.2 Closed Loop Cooling and Hot Water Systems

General guidelines for the control of a closed loop cooling or hot water system include the monitoring of the conductivity, pH, corrosion, and micro bio-levels. Water chemistry limits should be set by a water treatment consultant and routinely monitored by maintenance personnel to ensure that mineral scale and corrosion does not occur. Automated make up water controls along with a makeup water meter should be added to the system to maintain a consistent amount of water. The pH of the water should be routinely monitored, especially if an acidic additive is used to control the pH. Corrosion inhibitor residual tests should also be run to verify that the system is receiving the correct dosage. Monthly monitoring of bacteria concentrations to ensure biological organism levels are under control. If biological organism levels are above recommended levels, there could be a point where oxygen is entering the system, i.e. a leak in the system. Corrosion monitoring should be done with iron or copper corrosion coupons with a six month rotation schedule. Coupon test results should show mild steel corrosion rates less than 0.5 mils per year (MPY) and Copper corrosion rates less than 0.2 MPY at all times.

Recommended Corrosion and Scale Inhibition Programs

Program 1:

Description:	Multifunctional Molybdate Based Corrosion Inhibitor and Dispersant
Function:	Corrosion Inhibition, Mineral Scale Inhibition
Components:	Molybdate for Mild Steel Corrosion Control Azole for Copper Corrosion Control Dispersant for Mineral Scale Inhibition
Form:	Liquid
Feed Location:	Slug feed with Pot Feeder
Control Tests:	Molybdate Residual or Test for Tracing Agent if present, Corrosion Monitoring

Program 2:

Description:	Multifunctional Nitrite Based Corrosion Inhibitor and Dispersant
Function:	Corrosion Inhibition, Mineral Scale Inhibition
Components:	Nitrite for Mild Steel Corrosion Control Azole for Copper Corrosion Control Dispersant for Mineral Scale Inhibition
Form:	Liquid
Feed Location:	Slug feed with Pot Feeder
Control Tests:	Nitrite Residual or Test for Tracing Agent if present, Corrosion Monitoring

4.3 Steam and Condensate Recirculation Systems

The water treatment program for a steam and condensate recirculation system should include monitoring for conductivity. Proper Conductivity limits will vary slightly depending upon the type, age, and size of the steam boiler system. The absolute maximum conductivity level for any steam system is 5,500 µmhos.

The alkalinity concentration in the steam boiler should routinely be monitored my maintenance personnel. There two main types of alkalinity measured in a steam system total (M)-Alkalinity and hydroxide (OH)-alkalinity. The P-alkalinity test is used to measure the portion of M-alkalinity contributed to by Hydroxide (OH)-alkalinity. Barium chloride is added to water samples containing OH-alkalinity then sulphuric acid is added to neutralize the OH, alkalinity is then measured to show the change in alkalinity due to the elimination of OH molecules. P-Alkalinity is used to monitor the condensate return system; to avoid corrosion within the steam

boiler OH-alkalinity is measured. Proper chemical dosage for the steam boiler is ensured by running routine chemical residual tests for the oxygen scavenger and internal scale inhibitor.

In addition, it is very important to monitor the chemistry of the steam boilers feed water. Maintenance personnel should test the conductivity of the feed water on a regular basis. If makeup water pretreatment is exists, Maintenance personnel should also test the total hardness level of the feed water.

The remaining tests to be conducted on condensate return for filming Amine residual, or Iron concentration and the condensate pH should be tested to ensure that the system has received the proper chemical dosage. Further tests can be conducted by a water treatment consultant to determine if dosages should be altered to maintain proper steam, makeup and feed water chemistry.

Recommended Oxygen Scavengers

Program 1:

Description:	Sulfite
Function:	Chemical Oxygen Scavenger
Components:	Catalyzed Sodium Sulfite
Form:	Liquid or Powder
Feed Location:	Deaerator Drop Leg or Storage Section
Control Tests:	Residual Sulfite

Program 2:

Description:	Volatile Oxygen Scavenger
Function:	Chemical Oxygen Scavenger
Components:	Various Types Available
Form:	Liquid
Feed Location:	Deaerator Drop Leg or Storage Section
Control Tests:	DEHA Residual

Recommended Scale Control Programs

Program 1:

Description:	Precipitating Phosphate
Function:	Sludge Conditioner
Components:	Phosphate
Form:	Liquid
Feed Location:	Boiler Steam Drum or Feedwater line
Control Tests:	Conductivity, P Alkalinity, M Alkalinity, OH Alkalinity, Silica, Ortho-Phosphate,

Visual Color Test

Program 2:

Description:	Polymer Dispersant
Function:	Mineral Dispersant
Components:	Polymer
Form:	Liquid
Feed Location:	Boiler Steam Drum or Feedwater line
Control Tests:	Feedwater Hardness, Polymer Residual, Silica, OH-Alkalinity, Tracing Agent if available

Program 3:

Description:	Chelant
Function:	Sludge Conditioner
Components:	EDTA Chelant
Form:	Liquid
Feed Location:	Boiler Steam Drum or Feedwater line
Control Tests:	Feedwater Hardness, Chelate Residual, Silica, O-Alkalinity, Tracing Agent if available

Recommended Condensate Corrosion Control

Program 1:

Description:	Neutralizing Amine
Function:	Raise pH of Condensate
Components:	Various Types
Form:	Liquid
Feed Location:	Steam Header or Boiler Steam Drum
Control Tests:	Condensate pH, Condensate Iron

Program 2:

Description:	Filming Amine
Function:	Provide Protective Barrier for Condensate Piping
Components:	Various Types
Form:	Liquid
Feed Location:	Steam Header or Boiler Steam Drum
Control Tests:	Filming Amine Residual, Condensate Iron

Recommended General Corrosion Control (Steam Drum)

Program 1:

Description:	Caustic
Function:	Increase Alkalinity
Components:	Sodium or Potassium Hydroxide
Form:	Liquid or Powder
Feed Location:	Deaerator storage or Boiler Steam Drum
Control Tests:	O-Alkalinity

5.0 Water System Testing

Routine water chemistry tests play an important role in maintaining building water systems; they can be used to anticipate and prevent water's capacity to accelerate fouling, scaling and corrosion within a mechanical system. Chemical test kits for each building water system are available through most water treatment chemical suppliers or consultants. Section 5.2 lists the most common water tests used and a water treatment consultant can determine if a system requires more rigorous tests.

5.1 Water Sampling

When water samples are taken, they should be isolated from large amounts of mineral buildup, incoming feed water or makeup water and chemical feed points. Samples should be collected during normal operation before system blow down and chemical dosing. When collecting water, allow the samples container to overfill and to avoid sample contamination use sampled water to rinse cap or container. Label the container appropriately and test sample as soon as possible. A licensed water treatment consultant will be able to give advice on chemical testing. However, building maintenance staff should be familiar with specific test procedures that should be provided by the chemical test equipment supplier(s).

5.2 Common Water Chemistry Tests

Conductivity:

This test is used to estimate the Total Dissolved Solids (TDS) concentration in a water sample. Conductivity is the measures of electrical conductance in the water. In general 1.0 umhos of conductance is equal to 0.67 ppm of total dissolved solids or minerals. High levels of conductivity increase the scaling potential of the system which depends on water temperature, composition of dissolved solids and interaction with other chemical additives, and the system's metallurgy.

Cycles of concentration for a water system is measured as the ratio of mineral content (TDS) of system water divided by the mineral content (TDS) of make-up water. High cycles of concentration are an indicator of increased scaling potential. Maintaining high cycles can be done with proper chemical water treatment. Cycles of concentration are mainly monitored in open loop cooling systems and general range from 2 to 14 times the mineral content of the makeup water. The cycles of concentration of a system are completely dependent upon the TDS of the makeup water and the optimum point where corrosion and scale build-up are minimized. A water treatment consultant should specify the optimal cycles for the water system.

pH:

In general, low pH water is corrosive and has a high acidity, a meter reading lower than 7.0. High pH water is prone to scaling and is considered to be alkaline and is specified by a meter reading greater than 7.0 and less than 14. Tests for pH, acidity or alkalinity, are used to monitor chemical treatment product dosages and are used for general troubleshooting of a water system.

Nitrite:

The concentration of Nitrite in a closed loop cooling or hot water system's water sample is measured to monitor the corrosion inhibitor program. Nitrite is used to passivate metal surface and remove dissolved oxygen resulting in a non-corrosive water system. A water treatment consultant will set the minimum levels of nitrate that need to be maintained.

Sulfite:

This test is a residual oxygen scavenger test used to determine the concentration of sulfite available in a closed loop hot water system. If used as the oxygen scavenger, Sulphite must be maintained at levels between 30-50 mg/L (ppm). When Sulphite levels are not maintained corrosion will occur. Over charging a system with Sulphite will increase the conductivity of the water, corrosively and may cause the growth of sulphate reducing bacteria.

Silica:

Silica testing measures the concentration of Dissolved Silica in a water sample, typically for steam boiler systems. If silica levels are too high and pH is low scaling will occur. Silica can form extremely hard and dense scale on heat transfer surfaces increasing the risk of mechanical failure. Common water test sample points for silica include the boiler drum and the saturated steam.

Corrosion Coupons:

Corrosion coupons are small, slender circular or rectangular pieces of metal (Iron or copper) used to monitor the actual corrosion level in a water system. Typically corrosion coupons are monitored on a 90-day rotation schedule. The original dimensions, thickness, of the coupon are known. When the coupon is removed from the water loop the change in dimensions are noted as the corrosion rate. If the corrosion inhibitor program is effective the coupon's corrosion rate are below the recommended levels, as specified in Section 5.3.

Bacteria Dip Slide:

This test measures the concentration of bacteria in an open or closed loop cooling water system water sample. A media called "Agar" is wetted with the cooling water then is placed into a tube were Bacteria, yeasts, and fungi are grown. This test is used to confirm that biocide program in an open or closed cooling water system is effective.

Dissolved Iron:

Iron testing is used to monitor corrosion products in a water system. Iron testing is used to either verify that the treatment program is working or to troubleshoot a problem. Dissolved Iron levels should be less than 30 ppm. Increased corrosion problems, leaks, poor heat transfer efficiency, as well as bacteria problems can occur when the dissolved Iron level is high.

Molybdate:

A Molybdate test measures the concentration of Sodium Molybdate in both closed and open loop cooling water systems. A water treatment consultant will state the minimum levels of Molybdate that is needed to maintain the systems' corrosion inhibitor program.

Organic Phosphate:

This test measures the concentration of organic Phosphate in an open loop cooling water system. This test is needed only if an organic phosphate is used as a corrosion inhibitor. A water treatment consultant will set the minimum levels of organic phosphate that need to be maintained to prevent corrosion.

Ortho-Phosphate:

This test measures the concentration of inorganic Phosphate in a water sample. Ortho-Phosphate is a commonly used in closed loop cooling water and hot water systems as an Iron (ferrous) and non-ferrous alloy corrosion inhibitor. If phosphate is used a minimum concentration of 200 – 300 mg/L (ppm) is required.

Free Chlorine:

A free chlorine test measures the concentration of active oxidizing biocide in a open loop cooling water system. Free Chlorine tests are used to monitor both Chlorine and Bromine and are more accurately described as free halogen tests. These tests are commonly used to monitor the dosage of oxidizing biocide in an open re-circulating cooling water system. Since excessive chlorine concentrations are corrosive, a free chlorine residual of 0.2 to 0.8 ppm is maintained.

5.3 Maintenance Parameters

The following charts list the minimum monitoring requirements for each open loop or closed loop water system. The frequency of the water testing can be increased to better maintain the

performance in open loop cooling water, steam boiler, or closed loop system. The chemical test ranges and frequencies given are general and should be clearly defined by a certified water treatment consultant. A water treatment program can be controlled to an optimum level if the system is checked on a daily basis and automated monitoring equipment, such as conductivity and pH meters, are installed.

The operating ranges are **mandatory performance standards**. The maintenance Contractor must maintain water within these tolerances, unless GSA gives a written waiver for specific reasons. GSA may require more rigorous standards where circumstances dictate. The testing frequencies establish **minimum mandatory frequencies**. Contractors may test more frequently. Sporadic short-term deviations from operating ranges may not, depending on the terms and conditions of specific Contracts, result in a determination of unsatisfactory Contract performance where the Contractor takes prompt action to correct the condition.

Open Loop Cooling Water Systems

Chemistry Tests	Frequency of Test	Operating Ranges
Tower Water Conductivity	Auto Blow down: Weekly, Monthly Manual Blow down: Daily	160-2400 mmHOS (110-1600 ppm)
Makeup Water Conductivity (Hardness)	Auto Blow down: Weekly, Monthly	40-600 mmHOS (30-400 ppm)
pH Test	Daily, Weekly	7.5 to 9.5
Corrosion Monitoring (Coupon Test)	Quarterly (3 months)	Iron: 2 to 5 mils/ year Copper: 0.2 to 0.5 mils/ yr
Bacteria Testing	Monthly	Max: 10^3 cfu/ml (colony forming units/ ml)
Chlorides	Weekly, Monthly	Max: 250 ppm as Cl Max: 410 ppm as NaCL
Sulfites	Weekly, Monthly	50-100 ppm SO_3 80-160 ppm Na_2SO_3
Corrosion Inhibitor Residual	Auto Chem. Feed: Weekly, Monthly	Defined by Consultant
Oxidizing Biocide Residual	Auto Chem. Feed: Weekly, Monthly	Defined by Consultant

Closed Loop Cooling Water Systems

Chemistry Tests	Frequency of Test	Optimum Operating Ranges
pH	Monthly	7.5-9.5
Total Dissolved Solids (TDS) or Conductivity	Quarterly (3 months)	Maximum: 2000 ppm or (2500µS/cm)
Polyphosphates (PO_4)	Monthly	10- 20 ppm
Sulfites	Monthly	50-100 ppm SO_3 80-160 ppm Na_2SO_3
Bacteria Testing	Monthly	Max: 10^3 cfu/ml (colony forming units/ ml)
Corrosion Monitoring (Coupon Test)	Bi-Annually (6 months)	Iron: max. 0.5 mils/ year Copper: max. 0.2 mils/ yr
Corrosion Inhibitor Residual	Monthly	Defined By Consultant

Chemistry Tests	Frequency of Test	Optimum Operating Ranges
Total Hardness Concentration	Daily or 3 times/week	Less Than 2 ppm $CaCO_3$

6.0 Alternatives to Chemical Water Treatment

There are many alternative non-chemical methods to treating closed and open loop cooling and hot water systems. Not all alternatives on the market have been proven to be effective so carefully consider products that promise too much. The products listed below have been used in many systems and have been an effective means of non-chemical water treatment. There are numerous practical studies that can be referenced, when making a decision for or against either of these non-chemical water treatments.

6.1 Pulsed Electromagnetic Fields

This chemical free water treatment system uses a pulsed electromagnetic field to treat water. The common application of this technology is on open loop water processes subject to scale, corrosion, bio-fouling or bacterial contamination. Typical applications include open process water loops, cooling towers and fountains. The technology originated in the food and beverage industry as an FDA approved means for water sterilization.

The principal of operation is to generate a pulsating magnetic field around a Section of pipe in the water process system. Each generated electromagnetic wave varies in amplitude and frequency and as the wave decays harmonics are created that can be measured in the megahertz range. It is this harmonic wave that is used to treat the water.

The harmonic wave alters the minerals; i.e. Calcium Carbonates, electrical charge causing the minerals to clump together into finally divide particles; colloidal nucleation. The minerals concentrate due to evaporation and attract each other thus clumping together into fine particles. The minerals then precipitate out of solution as a non-adhesive powder in the cooling tower basin rather than on the inside of the piping and heat transfer surfaces as scale. The powder is then carried off in the water discharged from the cooling tower during blow-down.

This pulsed electro magnetic field technology also has an effect on biological organisms, such as bacteria. The effect is described by two processes known as electroporation and encapsulation. Electroporation is the electromagnetic pulse causes damage to the cell membrane of biological organisms by repeatedly exposing it to an electromagnetic field. This inhibits the reproductive ability of the bacteria thus exhausting their ability to multiply. Encapsulation is the process of calcium carbonate precipitates surrounding and encapsulating the biological organisms in the condenser water. This prevents bio-fouling and bacteria from accumulating in open water loops. Eliminating the need for oxidizing biocides; which are corrosive substances such as bleach, chlorine and bromine, directly reduces the predominance for corrosion within cooling towers.

The cycles of concentration of the process loop are increased, therefore the environment becomes more alkaline which reduces the rate of corrosion. Increased cycles of concentration equal a reduction in system blow downs which saves water and water costs. Monitoring of pH and conductivity should still be conducted on a daily or weekly basis. The installation of this system requires the installation of a conductivity sensor to monitor water basin conductivity and automatic blow down controls. Cooling tower systems using this non-chemical water treatment system typically average less than 2 mils per year, which is an industry standard. Below 2 is considered very good with, 2 to 5 being acceptable. Corrosion coupon test should be conducted on a quarterly basis.

6.2 Ozone Generators

Ozone generators have been used for portable drinking water sterilization for over two decades, to kill bacteria and other bio growth in water. This method of water sterilization is used to replace the use chlorination as a water purification method. The applications of Ozone

generation for water treatment have expanded to open loop cooling water systems. They are usually installed at the cooling tower of the open loop water. Cooling tower manufacturers and water treatment companies offer Ozone generators as a replacement for chemical treatment. Monitoring of pH, conductivity and bacteria testing should still be conducted on a daily or weekly basis and monthly. The installation of this system requires the installation of a conductivity sensor to monitor water basin conductivity and automatic blow down controls.

The untreated water enters the Ozone generation system and treated water is introduced back into the open loop system at the cooling tower. Ozone generator units produce Ozone by one of three possible methods; sending dried oxygen enriched air through an electrode, ultraviolet irradiator, or cold plasma. The most common method used for cooling water applications is the electrode method. The size of the generation unit is based on the size of the cooling water system and will be specified by the manufacturer. In addition, Ozone generation units require a system to clean and remove the humidity from the air. The air dryer and de-humidifier system require routine maintenance and should be conducted by the manufacturer or qualified maintenance personnel, while the unit is off.

Ozone is a strong oxidizer since it is an unstable three atom (tri-automic) oxygen molecule. Oxygen molecules are naturally diatomic (two atom) molecules at atmospheric pressure and are necessary for life. Ozone will naturally discard its additional oxygen molecule to form a stable diatomic oxygen molecule. Leaving a highly reactive oxygen atom, this atom will destroy bacteria, biological organisms and it eliminates phenols (odor causing organic compound) through oxidation. An Ozone generator should not be installed in any occupied space because it is considered a toxic gas, according to the U.S. Environmental Protection Agency (EPA) and Food & Drug Administration (FDA). It is regulated because the same chemical properties that allow ozone to react with organic compounds outside the body give it the same ability to react similarly with organic compounds that makeup the body.

EXHIBIT 10

J.10. Energy & Water Operational Performance Targets

This document presents the Energy and Water Operational Performance Targets for the Leo J. Ryan Federal Records Center, 1000 Commodore Drive, San Bruno, CA.

The Energy Independence and Security Act of 2007 (Public Law 110-140) requires Federal agencies to improve energy efficiency by 30% by end of FY 2015 as compared to the 2003 baseline (while targeting an annual reduction in energy use of roughly 3%). Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance mandates Federal agencies reduce potable water use intensity relative to their 2007 baseline by 26% total reduction by FY2020 (while targeting an annual reduction in water use of roughly 2% annually).

To comply with these mandates GSA has initiated internal Regional Targets on an annual basis so that the overall agency effort is successful. Each year a new internal Regional Target is established by the Energy Center of Expertise and each region is responsible for meeting that target. Within each region, it is up to the Regional Energy Coordinator, in collaboration with the Property Manager Contractor, to establish performance targets for each facility to ensure that the Regional Targets are met. To meet the regional objective, separate but reasonable and achievable reduction targets will be set for each building taking into account many parameters and circumstances such as historical energy and water usage, climate, age, performance, capital projects, and other mutually agreeable factors. Further, the energy and water performance targets established below are to be revisited and revised as appropriate for each contract extension period, or as other major events may warrant.

These energy and water performance targets are to be accomplished simultaneously to GSA's overall quality workplace/tenant satisfaction goals.

Energy Performance Targets

The energy performance target for this building, which is the sum of all building energy uses (electricity, natural gas, purchased steam/high temperature hot water, purchased chilled water, fuel oil, and any other purchased or site-generated energy) used in the 12-month contract period, has been established to support regional objectives in meeting Federal mandates. The energy usage index (EUI) measured in Btu/GSF (British thermal units/gross square foot) is the standard unit of measurement for tracking energy consumption. The GSA Regional Energy Coordinator has been consulted to determine the most practical and achievable energy performance target for this building.

The annual energy performance target for the building identified above is 3% from the prior fiscal year or 27,350 Btu/GSF or lower, June 2015 through September 2015 & 26,530 Btu/GSF or lower, October 2015 through May 2016 as measured by the Energy Usage Analyses System. Historical building energy use intensity data for the most

recent 5 years are included in Appendix A (Building Energy Use History). This historical and estimated data is intended to provide a relative measure of the building's current energy usage and overall annual usage trends.

Contractor energy efficiency performance will be monitored through the monthly progress reports (see section C.11, Monthly Progress Reports), monthly tracking against the Contractor-developed Building Energy and Water Efficiency Use Plan (see section C.21.6, Energy and Water Efficiency), and evaluated over the full 12-month contract term to determine success in meeting the building energy performance target. GSA recognizes that there are factors/events that will impact the overall measured building energy performance, that many of these factors/events are outside the Contractor's control, and that there may be resulting impacts, both negative and positive. These factors/events will be considered by GSA in evaluating the Contractor's energy efficiency performance. It is the Contractor's responsibility to provide timely data analysis, and summaries of findings and recommendations to GSA for issues that impact the building's energy performance.

Water Performance Targets

The annual water performance target for this building has been established to support regional objectives in meeting Federal mandates for potable water use. The water usage index measured in gal/GSF (gallons/gross square foot) is the standard unit of measurement for tracking water consumption. (Note that the gross square footage used for both the energy and water usage indexes are the same.) The GSA Regional Energy Coordinator has evaluated the water usage data to determine the most practical and achievable target to meet the annual regional targets.

The annual water performance target for the building identified above is **2%** from the prior fiscal year or 4,668 gal/GSF or lower, June 2015 through September 2015 & 4,575 gal/GSF or lower, October 2015 through May 2016 as measured by the Energy Usage Analyses System. Historical building water use intensity data for the most recent 5 years are included in Appendix B (Building Water Use History). This historical and estimated data is intended to provide a relative measure of the building's current water usage and overall annual usage trends.

Contractor water efficiency performance will be monitored through the monthly progress reports (see section C.11, Monthly Progress Reports), monthly tracking against the Contractor-developed Building Energy and Water Efficiency Plan (see section C.21.6, Energy and Water Efficiency), and evaluated over the full 12-month contract term to determine success in meeting the building water performance target. GSA recognizes that there are factors/events that will impact the overall measured building water performance, that many of these factors/events are outside the Contractor's control, and that there may be resulting impacts, both negative and positive. These factors/events will be considered by GSA in evaluating the Contractor's energy efficiency performance. It is the Contractor's responsibility to provide timely water usage data, data analysis, and summaries of findings and recommendations to GSA for issues that impact the building's water performance.

Appendix A – Building Energy Use History

Table A-1. Building Energy Use Intensity History

	Reporting Period						
	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	June 2015 – Sept 2015	Oct 2015 – May 2016
Total Building Energy Use Intensity (BTU/GSF)	**39,209**	**35,873**	**32,145**	**26,405**	**28,196**	**27,350**	**26,530**

Appendix B – BUILDING WATER USE HISTORY

Table B-1. Building Water Use Intensity History

	Reporting Period						
	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	June 2015 – Sept 2015	Oct 2015 – May 2016
Building Water Use Intensity (GAL/GSF)	**3.158**	**6.096**	**7.404**	**5.035**	**4.763**	**4.668**	**4.575**

EXHIBIT 11

J.11. Energy & Water Efficiency Use Plan

BACKGROUND: The Energy Independence and Security Act of 2007 (Public Law 110-140) requires Federal agencies to improve energy efficiency by 30% by end of FY 2015 as compared to the 2003 baseline (while targeting an annual reduction in energy use of roughly 3%). Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance mandates Federal agencies reduce potable water use intensity relative to their 2007 baseline by 26% total reduction by FY2020 (while targeting an annual reduction in water use of roughly 2% annually).

The report on energy and water efficiency use plan will be completed per the requirements of Section C.21.6, Energy & Water Efficiency, of the O&M services Contract and during the startup phase for any contract. The Contractor will complete and submit to the Property Manager the reporting template at the beginning of the contract using information from the Annual Energy and Water Efficiency Report as available see Exhibit 13). The Property Manager will review the Contractor's annual report and meet with the Contractor to review proposed actions for the upcoming year and prioritize actions for the next Contract year that will further advance energy and water efficiency in the building. GSA recognizes that there are factors/events that will impact the overall measured building energy performance, that many of these factors/events are outside the Contractor's control, and that there may be resulting impacts, both negative and positive. These factors/events will be considered by GSA in evaluating the Contractor's energy efficiency performance plan.

DATA SOURCES: Contractor shall make use of the previous contract years' energy and water efficiency monthly and annual reports and the Energy & Water Operational Performance Targets for the development of the use plan.

PURPOSE: The purpose of this document is to clearly identify yearly building-specific energy and water reduction measures recommended by the contractor. These recommendations will establish a plan of action for the contract year and be sanctioned by GSA in consultation with the Regional Energy Coordinator. This plan will identify how the energy and water reduction measure will be pursued each month which will be monitored through the monthly progress reporting requirements of sections, C.21.6 and C.11.

MINIMIUM REPORTING ELEMENTS: Minimum reporting elements are provided below (if data aources are available):

1. Summary of annual use by resource –target 12 month use and comparison against previous 12 month period

   a. Significant energy and water efficiency actions/measures completed in the last year that should be considered for the new contract year.

2. Additional recommendations for improvement in the next Contract year – with consideration to the following
   a. Changes to operations practices such as
      i. Equipment and/or building scheduling
      ii. Set points
      iii. Trend report assessments
   b. Plant or equipment changes for
      i. Low-cost/site funded measures
      ii. Project funding
   c. Contractor/Property Manager coordination and communication

3. Identify support actions needed from GSA to assist in the energy and water efficiency efforts.

Attachment 1 – Energy and Water Efficiency Use Plan Template

CONTRACT INFORMATION – to be completed by Contractor in fields provided

Contract number:

Building number, name and address:

Building annual energy performance tar Btu/GSF

Building annual water performance targ Gal/GSF

Dates covered in this report

Report submitted by (name of Contractor, name of individual responsible for follow-up actions):

Date submitted:

CONTRACTOR REPORTING ELEMENTS – to be completed by Contractor in fields provided

1. Use by resource – For each purchased utility resource, provide the use for the most recent EUAS reporting period for each utility, and the corresponding reporting period from the previous year in the table below.

Resource (please note units)	**Billing Period** (enter dates for the most recent EUAS billing for the corresponding utility)	**Yearly Use Previous Contract Year**	**Target Use Current Contract Year**
Electricity (kWh)			
Water (kgal)			
Steam (mmBtu)			
Natural gas (CCF)			
Total Energy (KBtu)			

4. Significant energy and water efficiency actions/measures completed in the last year that should be considered for the current year.

b. Identify previous overtime utility requests and verify current year
c. request

EXHIBIT 12

J.12. Energy and Water Efficiency Monthly Report

BACKGROUND: This energy and water efficiency report is to be completed per the requirements of section C.21.6, Energy & Water Efficiency, of the O&M services contract. The Contractor shall use this report template and submit completed reports as part of the monthly report to the Property Manager.

The primary objectives of this report are twofold. First, to encourage the Contractor to regularly review and manage their efficiency efforts towards achieving the performance targets established in Energy & Water Operational Performance Targets, and to optimize building performance. Second, to provide information that generates regular discussion with the Property Manager on the energy and water efficiency efforts. Together these objectives will help the Contractor and Property Manager work in a collaborative manner to improve the operational efficiency of the building by addressing current and emerging issues, and developing mid- and long-term plans that will optimize building and Contractor performance. Examples of potential collaborative outcomes include identification of roles and actions for GSA to engage tenants in, such as reducing overtime utility requests, reduction of off-hour plug loads, or even purchase and installation of equipment sized to efficiently meet the off-hour loads; identification of operational changes that can reduce energy and water use while still meeting tenant requirements such as temperature set points and equipment on/off schedules; and identification of potential prospectus-level projects. These types of actions will ultimately benefit the Contractor performance by meeting or exceeding energy and water use targets. GSA will benefit by reducing utility costs, achieving agency energy and water efficiency goals, and overall improvement in building performance including system reliability and occupant comfort. Building tenants will benefit from improved building comfort, systems reliability, and reduction in the overall cost to lease space.

Note that information provided in the report will be used to support the annual building energy and water efficiency report.

This document includes the following three attachments:

- Attachment 1 – Energy and Water Efficiency Reporting Template. The Contractor shall use this template to complete the energy and water efficiency report sections for "Contract Information" and "Contractor Reporting Elements." The GSA Property Manager shall complete the section "GSA Review and Response Elements."

- Attachment 2 – Clarification for Completing Energy and Water Efficiency Report. This attachment provides additional detail on the types of information to be included in the individual reporting elements found in the template.

- Attachment 3 – Example Energy and Water Efficiency Report. This attachment is included to show users' what a completed report can look like.

INSTRUCTIONS: The Contractor shall complete the required fields in this report (see Attachment 1, Energy and Water Efficiency Reporting Template) and forward the completed report to the Property Manager by the 5th working day of the subsequent month. The Property Manager shall review the submitted report; meet with the Contractor to discuss identified issues, findings, and recommendations; complete the report fields in the section "GSA Response;" and provide a copy of the GSA response to the Contractor. Attachment 2, Clarification for Completing Energy and Water Efficiency Report, provides the additional detail and clarifications to assist in completing the report template.

CONTRACT INFORMATION – to be completed by Contractor in the fields provided

Contract number: Field for Contractor provided in template

Building number, name and address: Field for Contractor provided in template

Building annual energy performance target: Field for Contractor provided in template

Building annual water performance target: Field for Contractor provided in template

Dates covered in this report: Field for Contractor provided in template

Report submitted by (name of contractor, name of individual responsible for follow-up actions): Field for Contractor provided in template

Date submitted: Field for Contractor provided in template

CONTRACTOR REPORTING ELEMENTS – to be completed by Contractor in the fields provided.

1. Monthly resource use – For each purchased utility resource, provide the use for the most recent EUAS reporting period for each utility, and the corresponding reporting period from the previous year in the table below. Field for Contractor below.

Resource (please note units)[a]	**Billing Period** (enter dates for the most recent EUAS billing for the corresponding utility)	**Monthly Use - Current Year**	**Monthly Use - Previous Year**
Electricity (kWh)[b]			
Electric demand (kW)			
Water (gal)[c]			
Steam (mmBtu)[d]			
Natural gas (CCF)[e]			

Notes:

[a] Units listed in this table are standard units. Should different units be reported, the Contractor shall clearly label the units being used. The same units shall be used for both the current and previous year values reported.

[b] Electricity shall be reported in kWh, the standard units of electric energy. The standard conversion for kWh to Btu is 3,413 Btu per 1 kWh.

[c] Water is typically billed in thousands of gallons (kgal). However, water should be reported in gallons (gal) on this form.

[d] Steam usage is typically reported in millions of Btus (mmBtu). Other units must be approved by the Property Manager.

[e] Natural gas can be metered/reported in hundreds of cubic feet (CCF). The standard conversion for CCF to Btu is 1,028 Btu per CCF.

2. Verification of building operations practices per the building operating plan – for each element below, verify if the operations practices are being followed, and list the date(s) these practices were verified.

   a. Operating schedule for HVAC systems – address all systems that apply: Field for Contractor provided in template
   b. Operating schedule for interior lighting systems – address all systems that apply: Field for Contractor provided in template
   c. Operating schedule for exterior lighting systems: Field for Contractor provided in template
   d. Summarize overtime utility requests and verify control settings were returned to original/desired setting: Field for Contractor provided in template
   e. Summarize building space temperatures at locations and times established by the Building Manager: Field for Contractor provided in template

3. Analysis or completion of physical changes to plant and/or equipment resulting in reduced energy and/or water use. Field for Contractor provided in template

4. Operations changes resulting in reduced or increased energy and/or water use. Field for Contractor provided in template

5. Identify issues and their potential impact on the building's energy and/or water performance. Field for Contractor provided in template

6. Overall energy and water use performance trend assessment. Field for Contractor provided in template

7. Planned energy and water efficiency actions for the next reporting period. Field for Contractor provided in template

8. Identify support actions needed from GSA to assist in the energy and water efficiency efforts. Field for Contractor provided in template

GSA REVIEW AND RESPONSE ELEMENTS – to be completed by Property Manager in the fields provided

GSA1. GSA reviewing official: Field for Property Manager provided in template

GSA2. Date reviewed by GSA: Field for Property Manager provided in template

GSA3. Comments to Contractor: Field for GSA provided in template

Attachment 1 – Energy and Water Efficiency Reporting Template

CONTRACT INFORMATION – to be completed by Contractor in fields provided

Contract number:

Building number, name and address:

Building annual energy performance target: Btu/GSF

Building annual water performance target: Gal/GSF

Dates covered in this report:

Report submitted by (name of contractor, name of individual responsible for follow-up actions):

Date submitted:

CONTRACTOR REPORTING ELEMENTS – to be completed by Contractor in fields provided.

1. Monthly resource use – For each purchased utility resource, provide the use for the most recent EUAS reporting period for each utility, and the corresponding reporting period from the previous year in the table below.

Resource (please note units)[a]	**Billing Period** (enter dates for the most recent EUAS billing for the corresponding utility)	**Monthly Use - Current Year**	**Monthly Use - Previous Year**
Electricity (kWh)[b]			
Electric demand (kW)			
Water (gal)[c]			
Steam (mmBtu)[d]			
Natural gas (CCF)[e]			

Notes:

[a] Units listed in this table are standard units. Should different units be reported, the Contractor shall clearly label the units being used. The same units shall be used for both the current and previous year values reported.

[b] Electricity shall be reported in kWh, the standard units of electric energy. The standard conversion for kWh to Btu is 3,413 Btu per 1 kWh.

[c] Water is typically billed in thousands of gallons (kgal). However, water should be reported in gallons (gal) on this form.

[d] Steam usage is typically reported in millions of Btus (mmBtu). Other units must be approved by the Property Manager.

[e] Natural gas can be metered/reported in hundreds of cubic feet (CCF). The standard

conversion for CCF to Btu is 1,028 Btu per CCF.

2. Verification of building operations practices per the building operating plan – for each element below, verify if the operations practices are being followed, and list the date(s) these practices were verified.

   a. Operating schedule for HVAC systems
      Completed: Yes ☐ No ☐ Date ☐

   b. Operating schedule for interior lighting systems
      Completed: Yes ☐ No ☐ Date ☐

   c. Operating schedule for exterior lighting systems
      Completed: Yes ☐ No ☐ Date ☐

   d. Summarize overtime utility requests and verify control settings were returned to original/desired setting.

      Summary:

      Timely controls settings return completed: Y ☐ ☐

   e. Summarize building space temperatures at locations and times established by the Property Manager.

      Summary:

3. Analysis or completion of physical changes to plant and/or equipment resulting in reduced energy and/or water use.

   Summary:

4. Operations changes resulting in reduced or increased energy and/or water use. .

   Summary:

5. Identify issues and their potential impact on the building's energy and/or water performance.

   Summary:

6. Overall energy and water use performance trend assessment.

   Summary:

7. Planned energy and water efficiency actions for the next reporting period.

   Summary:

8. Identify support actions needed from GSA to assist in the energy and water efficiency efforts.

   Summary:

GSA REVIEW AND RESPONSE ELEMENTS – to be completed by Property Manager in the fields provided

GSA1. GSA Reviewing Official:

GSA2. Date reviewed by GSA:

GSA3. Comments to Contractor:

Summary:

Attachment 2 – Clarification for Completing Monthly Energy and Water Efficiency Report

This attachment provides clarification on the types of information requested in the Monthly Energy and Water Efficiency Report. Entries in this clarification correspond to the numbered elements in the report template.

CONTRACTOR REPORTING ELEMENTS

1 Monthly resource use (i.e., electricity, natural gas, etc.) – complete the table in the reporting template by providing the most recent monthly usage information available from the EUAS. Note that in cases where the building is connected to the GSA ION EES, the Property Manager and Contractor may agree to use this data instead. (The advantage of the EES data is that the data is available in real-time while the EUAS data are at least 1 month old before they are available.) Contractors must make sure that the use data is entered in the correct units and that these units are either the default units used in the template or they are clearly called out in the table.

2 Verification of building operations practices per the building operating plan – for each element below, verify if the operations practices are followed, and list the date(s) these practices were verified.

a. Operating schedule for HVAC systems – address all systems that apply. This reporting element intends to address the major HVAC systems. Consult with the Property Manager if clarification is needed to identify the major HVAC systems. Provide verification that each of the identified major HVAC systems is operated in accordance with the building operating plan. Identify exceptions and their causes.

b. Operating schedule for interior lighting systems – address all systems that apply. This reporting element intends to address the major interior lighting systems. Consult with the Property Manager if clarification is needed to identify the major indoor lighting systems. Provide verification that each of the identified major lighting systems are operated in accordance with the building operating plan. Identify exceptions and their causes.

c. Operating schedule for exterior lighting systems. Provide verification that each of the exterior lighting systems is operated in accordance with the building operating plan. Identify exceptions and their causes.

d. Summarize overtime utility requests and verify control settings were returned to original/desired settings. This reporting element intends to verify that the building energy using systems used to accommodate overtime requests are returned to their original settings at the expiration of the overtime utility request. All requests for overtime utilities should be included in this summary; each summary entry should include the date the control settings were returned to their original/desired settings. "Long-term" overtime requests should be identified in the reporting under element 5 below.

e. Summarize average building/space temperatures in the following locations – the Property Manager shall provide to the Contractor a list of locations for temperature monitoring along with instructions for frequency of monitoring. Because temperature monitoring can be helpful in identifying HVAC systems that are not shutting-down or starting-up as appropriate for the building operating schedule, temperature monitoring is encouraged during occupied and unoccupied hours. Note also that space temperatures are also used to evaluate overall HVAC system operations and correct temperature set points.

3 Analysis or completion of physical changes to plant or equipment resulting in reduced energy and/or water use. Examples for inclusion are listed below.

- Assess/verify need for equipment replacement – section C.13 (Equipment Condition Assessment) of the O&M services contract states "the Contractor shall complete and submit to the CO or designee an itemized equipment condition assessment with their recommendation for equipment or system upgrades or replacements (that have reached the end of their life-cycle) ..." Energy and water efficiency opportunities identified in the condition system assessment should also be listed in this report.
- Use of Energy Star® and FEMP covered products
- Size replacement products and/or identification of different technology approaches to accomplish the same objective

4 Operational change resulting in reduced or increased energy and/or water use. Examples are listed below. Note cases where changes were made at the request of the building occupants/tenants (please identify if possible).

- Revise equipment control procedures
- Reduce equipment runtime
- Optimize chilled water supply temperature and differential temperature reset
- Optimize static pressure set point
- Delamp overlit areas such as corridors and offices

5 Identify issues and their potential impact on the building's energy and/or water performance. Examples include

- Increase/decrease in overtime utility requests – because overtime utility use represents a significant additional operational cost, GSA would like to better understand what the building and tenant needs are, and identify potential options to reduce these cost impacts. For example, in some cases the installation of a local/small packaged air conditioning unit to satisfy overtime tenant needs can be considered as an alternative to operating the central plant chiller at a very low load. The Contractor is encouraged to look at and propose potential solutions to the Property Manager. Also, monitoring overtime utility requests can serve as a reminder to operating staff to verify that system overrides put in place to accommodate the overtime request need to be returned to their correct normal setting immediately after the request has been fulfilled.
- Extreme weather – very hot, very cold, weather closures, or unseasonably mild
- Major equipment/systems failures
- Tenant move-out (decreased occupancy) or move-in (increased occupancy)
- New building loads from tenants – data centers added/increased, high intensity equipment, etc.

6 Overall performance trend assessment. Review the events/actions throughout the reporting period and provide an assessment of the overall energy and water performance. This assessment should make use of the EUAS and ION EEM data as available and appropriate.

7 Planned and/or proposed energy and water efficiency actions for the next reporting period. Identify planned actions, such as those listed as examples above that are anticipated to take place during the next reporting period and, as available, provide supporting information on the potential impacts. Note that agreement/approval from the Property Manager should be obtained prior to proceeding with changes.

8 Identify actions required from GSA to assist in the energy and water efficiency efforts. Examples of such actions may include reviewing and/or responding to Contractor submitted requests for action or information such as equipment information, occupant needs, or energy or water use information for previous reporting periods.

GSA REVIEW AND RESPONSE ELEMENTS

GSA1. GSA Reviewing Official

GSA2. Date reviewed by GSA

GSA3. Comments to Contractor. The Property Manager is to review each monthly report to identify areas of progress, concerns, and need (e.g. specific information or support requests from the Contractor). This review should also address the planned and/or proposed actions submitted by the Contractor, as well as the listed actions required from GSA (see Contractor Reporting Elements 7 and 8 above). The Property Manager should meet with the Contractor each month to discuss these areas of progress, concern, and need. Before meeting with the Contractor, the Property Manager may seek additional technical support within GSA regarding issues of concern, and include these experts in the dialogue with the Contractor if thought to be beneficial. *Please remember* the objective of these monthly report reviews and meetings is to promote an ongoing dialogue between the Contractor and GSA to enable proactive problem solving and avoid end-of-the-year problems in assessing the Contractor's performance.

It is recommended that the Property Manager share this information with the Regional Energy Coordinator in a joint effort to collaborate on strategic planning. It is also recommended that the GSA reviewing official include in the monthly report review a summary of the rolling 12-month building performance data as generated by the EUAS (see sample below). Trends of concern against this rolling performance should be called to the attention of the Contractor.

Sample Rolling 12 month report below

Sample Data Report - Energy
Building Summary for building categories : ALL
Optional Building Designation(s) :
Energy Usage is shown in Actual units - Show All Report Details
Conversion Detail = Site Use

Date : 12/11/2012 Report for the period of Floating 12 Months, Fiscal Year : 2012 Month : June
Time : 7:50:21 AM

Region :	06	Building Category : A	Building : MO0050ZZ
Building Name :	WHITTAKER COURTHOUSE 5101-KANSAS CITY NORTH PMC	City :	KANSAS CITY
Field Office :		State :	Missouri
Service Center :	1	GSF :	753,511

		Electricity (KWH)		Demand (KW)		Steam (Thou. lbs)	
Jul	Usage	1,004,654	A	2,212	A	553	A
	Cost	$78,335	N	$21,850	A	$15,523	N
Aug	Usage	899,797	A	2,145	A	1,354	A
	Cost	$81,254	N	$22,087	A	$20,963	N
Sep	Usage	670,256	A	1,745	A	762	A
	Cost	$56,879	N	$13,472	A	$16,943	N
Oct	Usage	569,927	A	1,658	A	1,183	A
	Cost	$49,789	N	$11,604	A	$19,802	N

Nov	Usage	644,465	N	1,669	A	1,219	A
	Cost	$52,526	N	$11,681	A	$22,497	N
Dec	Usage	588,543	A	1,370	A	1,893	A
	Cost	$46,000	N	$9,589	A	$28,430	N
Jan	Usage	578,578	A	1,404	A	2,020	A
	Cost	$46,280	N	$9,827	A	$29,548	N
Feb	Usage	636,912	N	1,955	A	1,981	A
	Cost	$55,926	N	$13,683	A	$29,204	N
Mar	Usage	675,916	A	1,935	A	1,063	A
	Cost	$57,115	N	$13,543	A	$21,124	N
Apr	Usage	640,644	N	1,975	A	862	A
	Cost	$55,977	N	$13,823	A	$19,355	N
May	Usage	720,322	A	2,013	A	606	A
	Cost	$70,375	N	$19,483	A	$17,101	N
Jun	Usage	967,002	N	2,010	A	918	A
	Cost	$79,609	N	$20,697	A	$19,848	N

Total	Usage	8,597,016	22,091	14,414
	Cost	$730,065	$181,339	$260,338

* Demand KW and cost are information items only; demand cost is also included in KWH cost.

* RenElec, RenGas are information items only; RenElec, RenGas usage and cost are also included in electricity and gas usage and cost respectively.

Sensitive But Unclassified, Intended for GSA Internal Use Only.

EXHIBIT 23

SMWIA LOCAL UNION NO. 104
ATTACHED SEPARATELY

EXHIBIT 22

J.22. VERTICAL TRANSPORTATION EQUIPMENT INVENTORY

Leo J. Ryan Federal Records Center VERTICAL TRANSPORTATION EQUIPMENT DATA									
Number & Location	Type/No.of VTE	Type of machine	Manufacturer	Stops	Speed (fpm)	Capacity (lbs.)	ASME A17.1 Inspections Due		
							Routine	Periodic	5 year load test
CA0235ZZ									
	#1 pass/service	hydraulic (direct plunger)	U.S. Elevator	2	60	15,000	June	Dec.	Aug. 2019
1000 Commodore Dr. San Bruno, CA 94066	#2 pass/service	hydraulic (direct plunger)	S.F. Elevator	2	60	15,000	June	Dec.	Aug. 2019
	elevator #1 is a U.S. Elevator with relay logic (1972) elevator #2 is a S.F. Elevator with Virginia controls, relay logic (1983) Routine Tests & Inspections are performed every 6 months Periodic Tests & Inspections are performed annually 5 year Tests & Inspections due December 2019								

Table 2. Other Areas/Rooms

Space used for:	Maximum Dry Bulb Temperature Set Point*	Relative Humidity Set Point*
Processing areas/rooms	70°F ± 5°	35-45% ± 5%
Exhibit areas/rooms (see Appendix A, Note 1)	70°F ± 5°	35-50% ± 5%
Research rooms	70°F ± 5°	35-50% ± 5%

*Cooler temperature set points and, within the specified range, drier relative humidity set points should be used for these media whenever possible in order to improve the preservation of the records. Magnetic/electronic media should not be stored at a temperature lower than 46°F.

Appendix B

Air Pollutant Limits

Following are the limits for pollutant gases in records storage, processing, and exhibit areas. The levels of pollutant gases specified in this appendix are based on the lowest concentrations that can readily be measured and achieved with current air filtration technology. There are no known "safe" lower limits below which pollutants will not cause damage.

Type of pollutant	Maximum permitted after air filtration
Sulfur dioxide	1 ppb (part per billion); 2.7 $\mu g/m^3$.
Nitrogen dioxide	2.6 ppb; 5.0 $\mu g/m^3$
Ozone	2.0 ppb; 4.0 $\mu g/m^3$.
Formaldehyde	4.0 ppb; 5.0 $\mu g/m^3$.
Acetic acid	4.0 ppb; 10.0 $\mu g/m^3$

Note: Research rooms must have at least office quality air filtration.

Appendix A

Temperature and Relative Humidity Standards for Archival Records

Table 1. Records Storage Areas

Records medium	Dry Bulb Maximum Temperature	Relative Humidity Set Point
Paper Textual records including files, cards, bound volumes, computer printout and other papers Cartographic records including maps, charts, architectural drawings, posters	65°F*	35 - 45%* ± 5%
Photographic media (black and white) Black and white non-acetate/non-nitrate motion and still picture negatives/ film, photographic paper prints, x-rays, and microforms	65°F*	35% ± 5%
Photographic media (black and white) Black and white acetate motion and still picture negatives/film, x-rays, and microforms; diazo and vesicular microfilm (not including reference copies)	35°F	35% ± 5%
Photographic media (color) Color still and motion picture negatives/ film, slides, and prints Modern digitally produced prints (ink jet, dye sublimation, electrophotographic, and thermal)	35°F*	35%± 5%
Transition/barrier room at "cold" storage stack	50°F	35%± 5%
Magnetic/electronic media including computer tapes and disks, video tapes, audio tapes, optical disks	65°F*	35%± 5%
Other Artifacts and Presidential library gifts	65°F	35 - 45%± 5%

Note to Table 1: Specific microclimates (cases, sealed frames, special housings) may be required for some materials on exhibit and in storage. Materials may include: parchment, photos, fragile bound volumes, metals, or textiles. Items loaned from other institutions may require tighter RH control as per loan agreements

*Cooler temperature set points and within the specified range drier relative humidity set points should be used for these media whenever possible in order to improve the preservation of the records. Magnetic/electronic media should not be stored at a temperature lower than 46°F.

1571.24 What other facility use policies contribute to appropriate archival storage conditions?

a. Prohibit smoking, eating, and drinking in all areas in which records are stored, exhibited, or used.

b. In facilities that have records processing areas, prohibit processing records and photocopying in the records storage areas. To ensure that records are subjected to the best environmental conditions available, retain them in processing areas for as short a time as possible.

Appendix A - Temperature and Relative Humidity Standards for Archival Records
Appendix B - Air Pollutant Limits
(The appendixes are available in Word 97 format. You can choose "Open it" to view the file(s)s. To retrieve, click on "Attachment" and choose "Save it to disk" and click on "OK." Save the file(s) to your preferred directory. Once the file(s) is saved, open it in Word to view.)

c. Clean agent systems that comply with NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems, or pre-action sprinkler systems must be used in cold-storage rooms and other areas subject to temperatures below 40°F, and may be used in records storage vaults and museum storage areas. These systems also may be used in computer rooms and electrical and telephone closets.

1571.21 What are the security requirements for archival facilities?

a. The facility must comply, at a minimum, with the security specifications for a Level III facility as defined in the Department of Justice, U. S. Marshals Service report Vulnerability Assessment of Federal Facilities dated June 28, 1995. A copy of the specifications is provided in Appendix A to 36 CFR Part 1228. NAS designates facilities that require higher level security specifications.

b. The facility must have an anti-intrusion alarm system to protect against unauthorized entry.

c. The facility must enforce controls on access to records storage areas.

d. Special security measures may be required for records storage vaults to comply with information security requirements or to protect materials of high intrinsic or monetary value.

1571.22 How should the building condition be monitored and maintained?
The facility manager must ensure that

a. Schedules are developed for maintenance and calibration of control system devices for all major building systems in accordance with manufacturers' recommendations;

b. Scheduled maintenance is performed promptly; and

c. Schedules are reviewed and updated annually.

1571.23 How often should building condition surveys be conducted?
To ensure that archival facilities subject to this directive meet the standards, NAS should conduct (or contract for) building condition surveys according to the following schedule:

a. **New facilities**. Once before acceptance of a new archival facility, at two years, and again when 10 years old. After 10 years, follow the schedule for existing facilities. If any "punch-list" items are identified in the inspection before acceptance, NAS must monitor correction/completion of those items.

b. **Existing facilities**. Every 5 years. When an existing facility is renovated or significantly modified, the 5-year cycle begins again in the fiscal year following completion of the renovations or modifications. A pre-acceptance inspection is performed for building renovations. If any "punch-list" items are identified in the inspection before acceptance, NAS must monitor correction/completion of those items.

1571.18 What are the general fire-safety requirements for archival facilities?

a. NARA archival facilities must comply with requirements and recommended practices specified in NFPA 232-2000, Standard for the Protection of Records unless a requirement in this directive is more stringent.

b. Do not install mechanical equipment containing motors rated in excess of 1 HP within records storage areas.

c. Do not install high-voltage electrical distribution equipment (i.e., 13.2kv or higher switchgear and transformers) within records storage areas.

d. Penetrations in the walls must not reduce the specified fire resistance ratings.

e. Provide a redundant source of primary electric service, such as a second primary service or an appropriately rated emergency generator to ensure continuous, dependable service to the fire alarm and fire protection systems. Manual switching between sources of service is acceptable.

f. Do not store hazardous materials, including records on cellulose nitrate film, in records storage areas. Records on cellulose nitrate film may include still photographic negatives, still photographic transparencies, x-rays, motion picture film and microfilm. Nitrate motion picture film and nitrate sheet film may be stored in separate areas that meet the requirements of the appropriate NFPA standard, NFPA 40 (1997), Standard for the Storage and Handling of Cellulose Nitrate Motion Picture Film, or NFPA 42 (1997), Code for the Storage of Pyroxylin Plastic.

1571.19 What are the smoke detection system requirements?

a. The archival facility must have an approved, supervised automatic smoke detection system providing full-building coverage. Smoke detection systems must meet the requirements of NFPA 72, National Fire Alarm Code, and must be maintained in accordance with NFPA 72, Part H.

b. Locate smoke detection devices to provide a 99 percent reliability of detecting the origin of the fire in less than 5 minutes. Use photoelectric-type detectors in records storage areas.

1571.20 What are the requirements for automatic sprinklers?

a. All records storage and adjacent areas must be protected by a professionally designed automatic sprinkler system that is designed to limit the maximum anticipated loss from any single fire event to a maximum of 300 cubic feet of records destroyed. Sprinkler systems for records storage areas must be separately zoned from other building areas.

b. A wet sprinkler system, installed in accordance with NFPA 13, Standard for the Installation of Sprinkler Systems, must be used except as provided in subpar. c.

materials to determine suitability and render approval. Sufficient time to undertake testing must be incorporated into planning and construction schedules.

b. Cleaning supplies used in areas where records are regularly present should be selected carefully to minimize potential damage to records. NWT will provide more specific guidance on how to select appropriate products, and types of products or specific products whose use is restricted or prohibited.

1571.15 Are carpeting and wall coverings permitted?
Carpeting, vinyl tiles, and wall coverings are not permitted in the records storage areas, but may be used in other parts of the archival facility. Carpeting, vinyl tiles and wall coverings that minimize off gassing of VOCs must be used in areas where records are regularly present.

1571.16 What are the requirements for lighting?

a. **Records storage areas.**

(1) Normal light levels must not exceed 500 Lux measured 36 inches above the floor level. Ultraviolet (UV) filtration on emergency lighting is required so that UV radiation below 400 nanometers in wavelength does not exceed 75m W/lumen and 75 mW per square meter of surface area.

(2) Where records are not protected by an enclosure:

(a) UV filtration as specified in subpar. a(1) is required on all lights.

(b) Lights in the storage areas that are not required for safety must be off when work is not taking place. Systems (e.g. motion detectors, timers, etc.) should be incorporated to ensure that light exposure to the holdings is minimized.

b. **Processing areas.** Lighting levels for normal office space may be used. UV filtration is required so that UV radiation below 400 nanometers in wavelength does not exceed 75m W/lumen and 75 mW per square meter of surface area.

c. **Exhibit areas.** Lighting must have the capability of full control for light levels 0-200 lux. UV filtration is required so that UV radiation below 400 nanometers in wavelength does not exceed 75m W/lumen and 75 mW per square meter of surface area.

d. **Research rooms.** Lighting levels for normal office space may be used. UV filtration is required so that UV radiation below 400 nanometers in wavelength does not exceed 75m W/lumen and 75 mW per square meter of surface area.

1571.17 What are the requirements for pest and vermin control?
The archival facility must have an Integrated Pest Management (IPM) program as defined in the Food Protection Act of 1996 (Section 303, Public Law 104-170, 110 Stat. 1512). The facility manager is responsible for monitoring and amelioration of problems as they develop. Report problems to NWT.

b. Use a low volatile organic compound (VOC) acrylic membrane curing compound for the concrete floors of the records storage areas, after which apply a floor epoxy. Limit the VOC off-gassing of any epoxy and floor coatings in any area where records are processed, used, stored, or exhibited to less than 0.1 part per million by restricting the use of toluene and xylene in the floor coating mix.

c. Use a powder-coating system to paint all painted metal shelving surfaces (including map cases, museum cabinets, etc.) used within all records areas. The powder-coating polymer must be a polyester epoxy hybrid or best equivalent available that passes NWT-conducted or independent lab tests for hardness, coating stability, bending, coating adhesion, and coating durability. The paint must not exceed the off-gassing limits specified in Appendix B. Do not apply powder coating to the metal surfaces onsite in the storage area.

d. If ceiling pipe or exterior stack wall metal panels are to be painted, use an acrylic water reducible primer covered by two latex paint coats.

1571.13 What finishing materials are prohibited in areas where records are used or stored?

The following materials are not permitted in the areas where records are used, processed, exhibited and stored, including vaults, but may be used in other areas of the facility. For renovated facilities, this paragraph does not apply to previously installed or applied materials.

a. Cellulose nitrate lacquers and adhesives;

b. Polyurethane products, including paints, varnishes, and foams;

c. Acid-curing silicone sealants and adhesives;

d. Sulfur containing materials that could release SO2;

e. Pressure sensitive adhesives that release VOCs;

f. Unstable chlorine polymers (PVCs);

g. Formaldehyde emitting compounds, such as might be found in particle boards;

h. Vinyls; and

i. Oil-based paints and varnishes.

1571.14 What materials may be used in records storage areas and records areas, and how is their suitability determined?

a. Finishing materials, such as paints, finishes, fabrics, carpeting, and floor and wall coverings, used in areas where records are processed, stored, or exhibited for any purpose, must be approved by NWT. NWT may need to test or direct the testing of

number of locations to demonstrate and confirm compliance with the standard. The facility manager must maintain the HVAC systems and integrated monitoring equipment according to manufacturer's specifications. The facility manager is responsible for monitoring the temperature and relative humidity conditions in the facility following NWT guidance and specifications, and ameliorating problems as they develop. Report ongoing problems to NWT and NAS.

1571.10 What are the limits for air pollutants (particulate and gases)?
Appendix B specifies the maximum allowed levels of particulates and gases in records storage areas, processing areas, exhibit areas, and research rooms. The facility manager is responsible for monitoring for pollutants in the facility at intervals frequent enough to demonstrate and confirm compliance with the standard, following NWT guidance and specifications. The facility manager is responsible for maintaining particulate and gas filtration systems according to manufacturer's specifications and ameliorating problems as they develop. Report ongoing problems to NWT and NAS.

1571.11 What air handling and filtration systems are required?
The following filtration systems are required in the air handling unit for the records storage and processing areas:

a. **Gas-phase filtration system**. The gas phase filtration system must control effectively gas phase contaminants including, aromatic, aliphatic, oxygenated hydrocarbons, chlorinated hydrocarbons, and inorganic acid/basic compounds. The operation of the air purification system may be a combination of chemisorption, adsorption, and catalytic processes. The system must be designed to allow periodic monitoring of the filter performance by providing sampling ports or access to the filter ports.

b. **Particulate filtration system**. The particulate filtration system for archival records storage and processing areas must have a Minimum Efficiency Reporting Rating (MERV) of 14 or greater based on ASHRAE 52.2, "Methods of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size." To extend the service life of the system, it may be desirable to install preliminary filters with lower MERV ratings. A pressure drop measurement system or other equipment must be provided to determine when the filters need to be changed

c. **Humidification control system**. The air handling units must be designed for both humidification and dehumidification. Humidification must be achieved by a clean steam injection system (such as an electronic steam humidifier), an atomized air system using clean water, or equivalent system located down stream of the gas filtration system. The design of the system must ensure that the system does not generate or harbor microorganisms.

1571.12 What finishes are permitted in records areas?

a. Use a water-based latex paint for painting walls and ceilings. All concrete block walls in the storage area must be primed and painted to prevent dust.

1571.8 What are the general heating, ventilation, and air conditioning (HVAC) requirements?

a. Archives storage areas, processing areas, and preservation laboratories must be served from separate HVAC systems. All other areas of the building may share the same HVAC system. HVAC equipment must not be mounted on the roof of a new facility.

b. Air handling units serving records storage and processing areas must provide sufficient air exchanges to maintain requirements for temperature, relative humidity, and pollutant control. The number of air exchanges are determined by the planned size of the room, volume of records, volatile organic compounds coming off the records, occupancy, etc.

c. The records storage areas of the facility must be kept under positive air pressure especially in the areas adjacent to the loading dock. Loading docks must have an air supply and exhaust system that is separate from the remainder of the facility.

d. Areas where records are used, processed, stored, or exhibited must be isolated from sources of pollutants and particulates, such as the loading dock, machine rooms, or areas where woodworking or painting take place. Doors to the record areas must not open directly onto the loading dock, machine rooms, locations where woodworking or painting takes place, or other similar areas. The air intakes and returns must be designed such that lower quality air and environment cannot affect the records areas, and must have direct venting to the outdoors.

1571.9 What are the temperature and humidity standards?

a. Appendix A specifies the **maximum** acceptable temperatures in areas where records are stored, and the **maximum** acceptable temperature set point for areas where records are exhibited, processed, or used. Appendix A also specifies the acceptable range for relative humidity in areas where records are stored, processed, exhibited, or used. Use cooler temperature and drier relative humidity set points whenever possible, as these conditions extend the life and significantly enhance the preservation of the records. Coordinate the selection of temperature and relative humidity set points with NWT.

b. The standards specified in Appendix A must be maintained 24 hours per day, 365 days per year, unless otherwise stated. Once a set point is programmed, daily fluctuations must not exceed 5° F and/or 5 percent relative humidity. Relative humidity levels represented in a range indicate minimum and maximum set points. Seasonal movement between these set points must not exceed 5% per month while staying within the +/-5% daily band restriction.

c. Seasonal relative humidity drift in actual operation of the system to reconcile energy efficiency and external climate extremes in certain geographical locations and with certain building types may occur. The building should be designed to accommodate the environmental requirements in a highly energy efficient manner.

d. Temperature and relative humidity conditions in records areas must be continuously monitored and must be recorded at intervals that are frequent enough, and in a sufficient

1571.7 What standards must be followed to protect against water damage?

a. **Location of facility**. The archival facility must be sited a minimum of five feet above and 100 feet from any 100 year flood plain area, or be protected by an appropriate flood wall that conforms to local or regional building codes.

b. **Roof**. The facility must ensure that the roof membrane does not permit water to penetrate the roof. Place nothing on the roof that may cause damage to the roof membrane, including equipment. Do not install skylights or sloped glazed windows in areas where records are regularly present. Avoid roof penetrations, including vents, over these areas. However, automatic roof vents, designed solely to vent in the case of a fire, with a temperature rating at least twice that of the sprinkler heads, may be used over records storage areas.

c. **Piping**.

(1) Do not run piping (except fire protection sprinkler piping and storm water roof drainage piping) through records storage areas.

(2) If drainage piping from roof drains must be run though records storage areas, the piping must be run to the nearest vertical riser and must include a continuous seamless gutter sized and installed beneath the lateral runs to prevent leakage into the storage area. Vertical pipe risers in records storage areas must be fully enclosed by shaft construction with appropriate maintenance access panels.

d. **Location of records within the facility**.

(1) Do not store records below grade. Cave/underground facilities may be exempted from the requirement to store records above ground if the facilities

(a) Meet the other standards in this directive;

(b) Demonstrate long-term low risk to records because of water, fire, or structural threats; and

(c) Are granted a waiver from a specific standard by the Archivist.

(2) Store records at least 3 inches from the floor surface.

(3) NWT and NAS must review plans to place records shelving equipment along an exterior wall in advance.

(4) No fountains, pools, or standing water are allowed over or adjacent to areas where records are stored, processed, used, or exhibited.

e. **Water detection system**. If special considerations indicate concerns with possible water damage in records storage areas, consult with NWT on the advisability of installing a water detection system.

e. **Facilities and Materiel Management Services Division** (NAF) is responsible for the day-to-day facility management program of the National Archives Building and the National Archives at College Park (Archives II).

1571.5 To what NARA archival facilities does this policy apply?

a. This policy applies to all new NARA archival facilities occupied by NARA on or after October 1, 2001, except new space leased for archival programs on a short-term basis while a permanent archival facility is being built or renovated. Additional facility specifications that are not directly related to appropriate storage conditions for archival records may be included in supplements to this directive.

b. New space leased on a short-term basis must meet the facility standards for storage of permanent Federal records specified in 36 CFR Part 1228, Subpart K.

c. To the extent feasible and financially practicable, existing NARA archival facilities should conform to these standards when the facility is renovated or otherwise significantly modified. If the facility cannot be brought into conformance with every standard, NA and the affected program office determine what mitigating action will be taken to minimize threats to the holdings. For example, if piping within a storage area cannot be removed, a mitigating action, such as frequent inspections, may be identified. Mitigating actions must be coordinated with NWT and approved by the Archivist.

d. All NARA archival facilities must have an Integrated Pest Management program (see par. 1571.17) and must enforce the facility policies specified in par. 1571.24.

e. All NARA archival facilities must comply with pars. 1571.14 and 1571.15 when selecting and installing new furnishings and materials, including carpet, in the facility and par. 1571.12 when painting records storage areas.

1571.6 What are the general structural standards for NARA archival facilities?

a. The facility must be designed in accordance with regional building codes to provide protection from building collapse or failure of essential equipment from earthquake hazards, tornadoes, hurricanes, and other potential natural disasters.

b. The facility must be constructed with non-combustible materials and building elements, including roofs, walls, columns, and floors.

c. A floor load limit must be established for the records storage area by a licensed structural engineer. The limit must take into consideration the weight of the specific type(s) of archival records to be stored, height and type of the shelving or storage equipment, the width of the aisles, the configuration of the space, etc. The allowable load limit must be posted in a conspicuous place and must not be exceeded.

d. The architectural and engineering design team for the facility must include and work closely with a preservation specialist, who has experience in developing archival storage facilities and has been approved by NARA. The plans for the facility must be reviewed by NWT at each submission stage.

1571.4 Responsibilities

a. **Space and Security Management Division** (NAS)

(1) Conducts periodic building condition surveys as outlined in par. 1571.23 and assists the program offices in establishing and maintaining a system-wide facility improvement and renovation program;

(2) In coordination with other NARA offices, establishes architectural and design standards for all leased and NARA-owned facilities;

(3) Furnishes professional and technical advice on the design and construction of archival storage facilities; and

(4) Acts as project manager for archival facility design and construction projects.

b. **Preservation Programs** (NWT) conducts an integrated, scientific preservation program, including

(1) Developing and recommending long-range preservation plans and policy for archival records, coordinating with the Office of Presidential Libraries (NL) and the Office of Regional Records Services (NR), as necessary;

(2) Writing specifications for and providing quality assurance testing of those materials used to prolong the useful life of records (e.g., folders and boxes) and of materials that will be used in the proximity of records (e.g. paint, adhesives and finishes, carpeting, pesticides, and cleaning supplies);

(3) Monitoring environmental conditions of archival facilities;

(4) Administering integrated pest management programs;

(5) Providing technical advice and consultant services on specialized storage requirements to NL, NR, and the Office of Records Services - Washington, DC (NW);

(6) Furnishing professional and technical preservation assistance; and

(7) Reviewing the design and construction of archival storage facilities for records preservation issues.

c. **Presidential library directors** administer the day-to-day facilities management program of the library in coordination with the NL, and major renovation and restoration projects in coordination with NL and the Office of Administrative Services (NA).

d. **Regional administrators and facility directors** administer the day-to-day facility management programs of the regions in coordination with NR.

1571.2 What is the authority for this directive?
The authorities for this directive are

a. 44 U.S.C. 2109, which makes the Archivist of the United States responsible for the preservation of records or other documentary material transferred to the Archivist's legal custody. Appropriate storage conditions are an essential component of a strategy for preservation of archival records.

b. 44 U.S.C. 2112 and 2903, which make the Archivist responsible for custody, control and operation of certain buildings, land, and space.

c. 44 U.S.C. 2112(a)(2), which requires the Archivist to promulgate architectural and design standards for new and existing Presidential libraries.

1571.3 Definitions
For purposes of this directive, the following definitions apply

a. **Archival facility** means

(1) A NARA-owned or leased facility used to store archival records;

(2) A GSA-owned or leased facility used by NARA to store archival records; or

(3) A Presidential library acquired by agreement in accordance with 44 U.S.C. 2112(a)(1)(B)(i).

b. **Archival records** means

(1) Federal records, Presidential historical materials, Presidential records, and donated historical materials transferred to the legal custody of NARA; and

(2) Supreme Court records and the records of Congress that have been deposited in NARA's physical custody.

c. **Facility manager** means the program official who is responsible for facility management activities within that building.

d. **Records area** means a records storage area, a designated processing area, an exhibit area, or a preservation (conservation, duplication, microfilm, digital imaging) laboratory. The term covers areas where records may be kept for extended periods.

e. **Records storage area** means an area containing archival records that is enclosed by four firewalls, the floor, and the ceiling. The term includes general stack areas, vaults, and storage areas for exhibits and museum objects, but does not include reference space, staff offices, public spaces (e.g., restrooms and lobbies) or processing areas.

f. **Research room** means a room in which researchers may use original records and for which they must be issued a researcher identification card.

EXHIBIT 21

J.21. NARA 1571, ARCHIVAL STORAGE STANDARDS

February 15, 2002

Transmittal memo
Supplement - Architecture and Design Standards for Presidential Libraries

- What is the purpose of this directive?
- What is the authority for this directive?
- Definitions
- Responsibilities
- To what NARA archival facilities does this policy apply?
- What are the general structural standards for NARA archival facilities?
- What standards must be followed to protect against water damage?
- What are the general heating, ventilation, and air conditioning (HVAC) requirements?
- What are the temperature and humidity standards?
- What are the limits for air pollutants (particulate and gases)?
- What air handling and filtration systems are required?
- What finishes are permitted in records areas?
- What finishing materials are prohibited in areas where records are used or stored?
- What materials may be used in records storage areas and records areas, and how is their suitability determined?
- Are carpeting and wall coverings permitted?
- What are the requirements for lighting?
- What are the requirements for pest and vermin control?
- What are the general fire-safety requirements for archival facilities?
- What are the smoke detection system requirements?
- What are the requirements for automatic sprinklers?
- What are the security requirements for archival facilities?
- How should the building condition be monitored and maintained?
- How often should building condition surveys be conducted?
- What other facility use policies contribute to appropriate archival storage conditions?
- Appendix A - Temperature and Relative Humidity Standards for Archival Records
- Appendix B - Air Pollutant Limits

1571.1 What is the purpose of this directive?
This directive establishes structural, environmental control, fire safety, preservation, and security standards for appropriate archival storage conditions in NARA archival facilities.

itself will only store temperatures which are in the alarm state. Temperatures shall be scanned when routine maintenance is done on either a motor or a walk-in freezer. To scan temperature, personnel must first scan the temperature RFID tag. The user will them be prompted, via software on the handheld, to "read temperature." Once selecting the "read temperature" button, the handheld will read temperatures: it is necessary to be within a few feet of the tag for it to read the temperature. Personnel shall dock the handheld at the end of their shift in order to allow temperature data to pass from the handheld to the CMMS. Not all buildings will have TMT tags.

RFID temperature tags shall be checked for accuracy every year and replaced if found to be +/- 2 degrees of the test temperature; non temperature RFID tags should be replaced if they fail to communicate with the handheld reader (life expectancy is five to seven years).

Bar Code Labels:

The default method of bar code application, after 2014, is the bar code label which does not have a battery. However, a few facilities may not have any simple bar code labels applied; the entire inventory may tagged with RFID STT tags. For equipment that is plain view, easy to reach, and within two feet of eye-level, the STT-8000 tag shall be replaced (when the battery expires) with a simple bar code label/sticker instead of the considerably more expensive STT-8000 tag.

electrical panels, etc.)		
All Other equipment, including VAV's – either outdoors, concealed, hidden from plain view by ceiling tiles or a closet, or otherwise readily visible (VAV's, control valves, fan coils, etc.)	Intelleflex STT	Hang Tag to Piece of Equipment Using a Zip-Tie
Where applicable – for Equipment requiring an STT in areas with RFID interference	Intelleflex SMT	Zip tie or mount tag using GE Clear Silicone
Equipment used for holding food products at a specific temperature (Walk-In Freezers and Salad bars)	Intelleflex TMT	Zip tie or mounting using GE Clear Silicone

Once tags/labels are associated and affixed to equipment, information can then pass from the tag/label to the CMMS. Information is only passed when the hand-held is docked (a docking station will be connected to a GSA networked computer). Personnel should dock the hand-held reader at the end of each day to refresh the database—a database will link information off the hand-held to the CMMS.

Personnel shall scan the RFID tag or bar code label (located at the piece of equipment) each time a piece of equipment is "visited." Equipment may be visited to perform preventative maintenance and/or reactive maintenance. Prior to performing maintenance, personnel shall first scan the printed work-order number: each printed work-order will have a 39 encoded bar-code located above the work-order number. After scanning the bar-code on the work-order, personnel shall then scan the RFID tag/label. Maintenance tasks, as stipulated by the work-order, shall then be completed. Once completing the designated maintenance tasks, personnel shall scan the RFID tag or label to document that tasks are complete. Personnel will be prompted (via the hand held) to enter notes describing the work done at each piece of equipment (the intent is to provide drown-down boxes for typical work done, rather than asking users to type). Personnel will also have the option to add notes once the hand-held is docked via a web user interface. Upon docking, the user will be asked to do some basic quality control checks to ensure information passing from the hand-held to the CMMS is accurate.

RFID Tags

There are three types of RFID tags currently in use (January, 2014): STT, SMT, TMT. RFID tags are passive, battery-assist tags. Tags should be verified as operating properly during the PM for the equipment; if there is no PM required, the RFID tags should be verified as operating properly annually. Battery life for the temperature tags is expected to be two years; battery life for the non-temperature tags is up to five years. SMT tags are used where there may be RFID interference from the equipment or surroundings.

TMT – Temperature tags

Temperature RFID tags will be affixed to selected motors (discontinued after 2013) salad bars and walk-in freezers. These tags will record the temperature (an average of the equipment and the ambient air temperature) every 15 minutes. Alarm ranges will be set for each tag such that the tag

EXHIBIT 20

J.20. RFID AND BAR CODE LABEL EQUIPMENT INVENTORY PROCEDURES

Radio Frequency Identification (RFID) Tags and bar code labels are installed at select facilities. These RFID tags and labels are designed to facilitate consistent asset tracking, locate equipment that is not readily visible, track compliance with O&M contract requirements, and, for select pieces of equipment, record temperature.

Prior to the installation of RFID tags and/or bar code labels, it is critical that the facility's equipment list be accurate and account for each piece of equipment. It may be necessary to update the equipment list and upload the revised list to the Computerized Maintenance Management System (CMMS). The CMMS automatically assigns a unique identification number to each piece of equipment. Further, with enhanced bar-coding software designed to support Code 39 encoding, a Code 39 bar-code (denoting the unique identification number assigned by the CMMS) will be assigned to each piece of equipment within the CMMS. The bar-code image will not appear until the equipment list is printed. The equipment list, with bar-codes, must be printed before proceeding with the actual RFID tagging and label installation.

Prior to installing an RFID tag or bar code label on a piece of equipment, the tag or label must first be associated to the piece of equipment. To associate an RFID tag or label to a piece of equipment, personnel will use a Motorola 9090US hand-held reader. Using the hand-held reader, it is necessary to first scan the bar-code from the printed equipment list (for a designated piece of equipment). The handheld will display basic information such as equipment description and location. Personnel should confirm that the information on the handheld matches the actual piece of equipment (to be tagged). Once this information has been confirmed, personnel should then scan the RFID tag or label (these have pre-assigned numbers and codes on the actual tags). A pre-programmed application on the hand-held will prompt the user to associate the RFID tag and/or label to the piece of equipment. Upon acceptance of the association, the RFID tag/bar code label is then associated to the piece of equipment in the field. At this point, the RFID tag or label can be affixed to the piece of equipment.

Using a plastic zip-tie to affix RFID tags to equipment is preferable, although the actual method will vary depending on both the location of the equipment and the type of equipment. Bar code labels may be applied directly to the equipment or to an affixed label holder or plastic tag; bar code labels should be protected from direct sunlight and adverse weather conditions. Additionally, the bar code label needs to be on a surface free from grease, dirt, or oil, and stickers using a water-based adhesive cannot be used outdoors. In regards to whether a piece of equipment should receive a bar code label or an RFID tag, the installer should consider whether a person with no knowledge of building systems would be capable of finding the equipment during a building walkthrough. Below is a table describing the methodology for installing tags, along with the type of tag for select pieces of equipment:

Location and or Equipment Type	Tag Type	Method to Affix Tag to Piece of Equipment
All Equipment that is indoors, within plain sight and not concealed from the main passage way, and is easy to access (large equipment in mechanical areas, motors,	Intelleflex or similar bar code label	Sticker or glue label, applied directly to the equipment surface (surface must be free from dirt, oil, and grease, and free from direct sunlight or weather conditions

EXHIBIT 19

J.19. RESERVED

EXHIBIT 18

J.18. RESERVED

EXHIBIT 17

J.17. PREVENTIVE MAINTENANCE SCHEDULE (GSA PM GUIDE 2012)

GSA PM Guide Final
Rev 3

Per Section C.35.2 Maintenance Standard refer to Public Buildings Service Operations and Maintenance Standards 2012 (PM Guide).

EXHIBIT 16

J.16. INVENTORY/CMMS

Exhibit 15 N-CMMS
Equip Temp

EXHIBIT 15

J. 15 RESERVED

EXHIBIT 14

J.14. Qualifications of Electrical Testing Technicians (ETT)

(ANSI/NETA ETT-2010 Standard for Certification of Electrical Testing Technicians)

TITLE:	Trainee Technician	Assistant Technician	Certified Technician	Certified Senior Technician
LEVEL:	Level I	Level II	Level III	Level IV
EDUCATION AND TRAINING:	High School / GED	Safety 40 hours Electrical 160 hours	Safety 24 hours add'l Electrical 240 hours add'l	Safety 40 hours add'l Electrical 200 hours add'l
RELATED EXPERIENCE:	None	Two Years*	Five Years*	Ten Years*
TYPICAL DUTIES:	None	Generally requires direct supervision. Responsible for safety of self. Understands hazardous electrical energy control procedures.	Capable of supervising Levels I and II. Routine and moderately complex projects. Record keeping. Safety of others. Switching. Evaluations.	Supervises large projects, multiple crews. Works independently. More complex investigations, tests, and evaluations.
TYPICAL ACTIVITIES:	Simple assistance. Simple measurements. Test equipment set up and removal. Cleaning.	Assists. Inspects. Tests. Data collection. Test for de-energized locked out/tagged out equipment.	Lockout/Tagout, safety grounding. Test for de-energized medium-voltage equipment. Performs moderately complex tasks. Interacts with other skills and operations.	Corrects system failures. Performs very complex tests. Interacts with engineers and managers. Writes reports.
EXAMINATION:	By employer	By certifying organization 70% minimum score	By certifying organization 70% minimum score	By certifying organization 70 % minimum score

NOTE: Candidates for Levels II, III, IV must have met the qualifications for all previous levels.
*** Completion of two or more years of technical education in an electrical field shall be equivalent to a maximum of one year of experience.**

tion (Energy Star® rating of 75 or greater) should, in general, have fewer cost-effective opportunities than building with lower ratings. Buildings may also be compared against other similar GSA buildings as identified.

It is strongly recommended that the Property Manager engage the Regional Energy Coordinator in the annual review, prioritization, and target setting process.

GSA3. Confirmation of meeting between Property Manager and Contractor – date, participants, and summary of outcomes. This annual reporting process was developed to obtain these key outcomes:

- Review the Contractor's overall performance in supporting and achieving GSA's goals for energy and water efficiency. This review is accomplished by reviewing the overall energy and water use against the established targets, reviewing the actions completed during the contract year, and subjectively assessing the Contractor's overall performance. This is not intended to be a pass/fail exercise, but rather an opportunity for the Contractor and GSA to review and discuss expectations and their associated outcomes.
- Identify and prioritize energy and water efficiency actions to be completed during the next contract year. These measures will be primarily identified by the Contractor in their report recommendations, and through discussions with the Property Manager, which will take into account building plans and needs, tenant concerns, and GSA's estimate of what are reasonable and achievable targets. Outcomes should be an agreement between the Contractor and GSA on the following:
  - A prioritized list of actions to be addressed during the next contract year
  - Revised energy and water performance targets for the next contract year.

An approach to developing revised energy and water performance targets is as follows:

- Review most recent 12-month performance – Btu/GSF and Gal/GSF.
- Identify factors (independent variables) impacting energy and water use over the review period such as space vacancies, tenants moving in, extreme and/or mild weather, major equipment issues and failures, new building equipment and/or materials installed, overtime utility requests. Using estimates subjectively assess the impact of these factors.
- Identify adjustments for planned building activities during the next contract year– scheduled vacancies/move-outs, tenants moving in, planned renovation and retrofit projects, new tenant support requirements, etc.
- Estimate the energy and water use impact resulting from efficiency measures agreed upon by the Contractor and GSA during this annual review. Savings from individual measures should be based on their estimated completion date.
- Baseline consideration that takes into account the building energy and water performance against of other similar buildings. This adjustment recognizes that different buildings have different levels of efficiency opportunities available. For example, buildings achieving an Energy Star® designa-

participation, metered data analysis, overtime utility reduction programs, etc.

13 Contractor identified projects proposed – provide a summary list of recommended projects that, based on the Contractor's estimates, can increase the energy and/or water efficiency of the building. These projects may address replacing end-of-life equipment/systems, retrofitting existing equipment/systems based on cost-effectiveness resulting from resource savings (energy, water, and/or staff time), or installing new equipment such as sensors that can support improved systems operations. At a minimum, include the following information for each proposed project: brief description of the project and its intended outcome; equipment/systems being addressed; proposed solution; estimated cost; estimated time to complete the project; estimated savings by resource; and identification of potential risks or installation issues. Background information including potential equipment information, design sketches (if available), and resource savings calculations should be available for GSA if this information is requested.

14 Overall Contractor assessment of performance – provide a summary assessment of the Contractor performance that addresses the energy and water efficiency realized in the building for the contract period. This assessment should take into account the building's performance against the established performance targets allowing for consideration given to performance variables such as weather, occupancy including overtime utility requests, major systems condition, and Contractor implemented measures. Contractor implemented measures should be summarized and assessed for their performance against estimates and overall performance. The assessment should also address the Contractor's performance against the measures agreed upon by GSA and the Contractor at the start of the contract period. Include an overall assessment of performance in terms of success, areas/opportunities for improvement, and lessons learned.

15 Propose and prioritize efficiency measures for the next contract year – provide in priority order (highest priority first) the efficiency measures that the Contractor proposes for the new contract year. Measures may be operational changes, building/equipment changes, and/or occupant behavior-based action that are intended to cost-effectively support resource efficiency improvement. Include for each proposed action the estimated cost to complete and estimated impact on building resource use. It is recommended that GSA support actions required for action implementation also be listed.

GSA REVIEW AND RESPONSE ELEMENTS

GSA1. GSA Reviewing Official:

GSA2. Date review completed by GSA:

- *Impact of E4 Training and Field Auditing of GSA Heartland Facilities* provides a summary of the measures taken and results realized from a building tune-up effort at multiple GSA buildings.
- GSA offers the Shave Energy program. Ask the Property Manager to contact the Regional Energy Manager to obtain more information through the password-protected Shave Energy website at https://sites.google.com/a/gsa.gov/national-shave-energy-program/
- *Operations and Maintenance Best Practices – A Guide to Achieving Operational Efficiency (Release 3.0)* outlines best practices that will help building owners and operators implement effective O&M for systems and equipment found at their facilities.

Building/equipment changes may present unique opportunities to realize energy and/or water efficiency improvements. These changes may be driven by the need to replace failed or end-of-life equipment/systems, or simply by the economics where the energy and/or water savings will "pay for" the investment of purchasing and installing the new equipment. In cases where replacement is needed because of failure, unreliable operations, or end of useful life, a replacement approach should take into consideration the efficiency opportunities available because these opportunities will not be available again until the next replacement cycle. It is for this reason that, per Federal regulation, a life-cycle cost analysis is to be completed as part of the replacement project design. Sites are strongly discouraged from using a like-in-kind replacement approach for replacement and retrofit projects because this approach relies on old and usually inefficient technologies to reduce design costs, and the perception of reduced risk when operating. GSA encourages its contractors to identify and propose replacement and retrofit projects that will improve building operations and result in increased energy and/or water efficiency. Resources available to help identify energy and water efficient products are available through Energy Star® and FEMP covered products.

Occupant behavior changes can also result in significant resource savings. One area that GSA would like to highlight is working with the building tenants to minimize the impact of overtime utility requests. The monthly energy and water efficiency report includes a section to summarize the overtime utility requests for each monthly period. This report section should capture the actions taken by the Contractor to identify and implement related opportunities that were proposed to GSA and/or initiated, such as identification of satellite equipment/systems that provide services only locally and at the tenant's expense; tenant submetering of utilities for awareness and/or tenant billing (cost allocation); coordination with the tenants on criteria for overtime utility requests; and building-wide energy awareness activities. The outcome for each of these respective actions should be characterized.

12 Recommendations for the next contract period – provide a list of recommended actions that will improve energy and water efficiency that should be considered for the next contract year. Include estimates of outcomes for each recommendation, making use of supporting data and calculations when practical. Recommendations should address operational efficiency, retrofit projects (see reporting item 5 below for additional presentation of information for retrofit projects, and occupant behavior initiatives). Examples might include new start-up and shut-down strategies, adjustment of set-points, building tune-up training and implementation, Shave Energy

Measures may address overall operations and maintenance management approaches such as:

- Metered data analysis – periodic, even daily, reviews of whole building and individual major equipment (where available) energy and water use and performance including building load profiles and performance trending.
- Developing approaches for staff to identify and recommend for action, energy and water efficiency measures.
- Providing staff training in building re-tuning, energy auditing and management, water auditing and management, existing building commissioning, BAS operations, and boiler efficiency and operations.

Building/equipment operations typically offer many opportunities to improve savings usually attributed to large energy and water using systems, such as HVAC and lighting. Building/equipment operations strategies and approaches for energy and water efficiency include, but are not limited to, actions focused on scheduling, procedures, and work/systems control and optimization. Examples include ongoing commissioning/building tune-up activities and operations and maintenance best practices procedures identifying and addressing opportunities such as those listed below:

- Revising equipment control sequences
- Reducing equipment runtime
- Improving economizer operations
- Optimizing chilled water supply temperature and differential pressure reset
- Delamping overlit areas such as corridors and offices

Equipment maintenance – how well the Contractor will perform preventive, predictive, scheduled and unscheduled actions to prevent equipment failures or decline in performance with the goal of increasing efficiency, reliability, and safety. Examples might include

- Use of predictive maintenance technologies such as infrared
- thermography to (help) inspect electrical systems, mechanical systems, roofs, and insulation
- Use of actual equipment runtimes as recorded by the BAS to perform maintenance as needed instead of as scheduled
- Calibration of sensors and actuators

Numerous resources that address the topics above are available at no cost:

- Building re-tuning approach focuses on improving the operations and maintenance of (large) building controls systems. The re-tuning methodology is highly structured to identify and implement no-cost/low-cost energy savings. For more information visit http://www.pnnl.gov/buildingretuning/training.stm

Attachment 2 – Clarification for Completing the Annual Report on Energy and Water Efficiency

This attachment provides clarification on the types of information requested in the Annual Report on Energy and Water Efficiency. Entries in this clarification correspond to the numbered elements in the report template.

CONTRACTOR REPORTING ELEMENTS

9 Summary of annual use by resource (i.e., electricity, natural gas, etc.) – complete the table in the reporting template by providing the total resource usage using the most recent 12 months of information available from the EUAS. Note that in cases where the building is connected to the GSA ION EES, the Property Manager and Contractor may agree to use this data instead. (The advantage of the EES data is that the data is available in real-time, while the EUAS data are at least 1 month old before they are available.) Contractors must make sure that the use data is entered in the correct units and that these units are either the default units used in the template or they are clearly called out in the table.

10 The total energy use versus the reported 12-month energy use is an important measure of the Contractor's performance in addressing energy and water efficiency. GSA recognizes that throughout the year, there are events that may impact resource use both adversely and positively. For this reason, the outcome of the comparison of actual use to target use is not a pass/fail proposition. GSA will review and take into account the overall efforts of the Contractor and the range of factors that may have impacted the reported 12-month energy and water usage. Attention should be given to the following when completing these comparisons.

- The Contractor and GSA are in agreement on data that go into the 12- month usage totals for all resources
- Units of the individual energy resources used must all be converted to Btu before entering the total energy use. The conversions should make use of the conversion factors used by GSA.

11 Provide a summary of changes/actions completed over the contract period affecting energy and water efficiency, and provide estimates of their impacts. Changes/actions should be presented for each of the following categories: Operational changes, building/equipment changes, and occupant behavior changes.

Operational changes: Numerous research efforts have reported that building-wide energy savings on the order of 5 to 15% are usually available through better building operations practices. Better yet, many of these changes can also result in improved occupant comfort, increased equipment reliability, and safer operating conditions. For these reasons, GSA encourages its contractors to identify and implement (after approval) these types of measures (e.g. set points).

GSA REVIEW AND RESPONSE ELEMENTS – to be completed by the Property Manager in the fields provided

GSA1. GSA Reviewing Official:

GSA2. Date review completed by GSA:

GSA3. Confirmation of meeting between Property Manager and Contractor – date, participants, and summary of outcomes. Topics and desired outcomes – agreement on planned actions and energy and water performance targets for the next contract year – are summarized in Attachment 2 (Clarification for Completing the Annual Report on Energy and Water Efficiency).

Summary:

a. Energy and water use against the performance targets as measured and reported, as well as against the overall building operating conditions and requirements.

   Summary:

b. Actions taken by the Contractor that (significantly) affected energy and water use, and the lessons learned.

c. Summary:

d. How the Contractor would assess their energy and water efficiency performance and why, and strengths and areas for improvement.

   Summary:

7. Propose and prioritize efficiency measures – develop a list of the top priority actions that should be completed in the next contract year. Each proposed action should include the estimated cost and time to complete, and estimated impact on building energy and/or water use.

   Summary:

3. Provide a summary of changes/actions completed over the contract period affecting energy and water efficiency. Include, where possible, an estimate of the resulting impact in terms of energy and/or water savings. Estimates may be engineering or measured (meter or BAS supported) estimates.
    a. Operational changes – to address building/equipment schedule changes, set point changes, equipment/system tune-ups, and similar energy and water intensive system controls and operations settings completed during the contract period.

       Summary:

    b. Building/equipment changes – to address equipment, systems, or building materials installed and/or replaced during the contract period that would impact energy use such as window replacements, new rooftop units, and building renovation start-up or completion.

       Summary:

    c. Occupant behavior changes – to address outcomes from occupant changes such as reductions in frequent or routine overtime utility requests and energy awareness programs. Contractor actions supporting these behavior changes should be highlighted.

       Summary:

4. Recommendations for the next contract period – provide a list of recommended actions that will improve energy and water efficiency that should be considered for the next contract year. Include estimates of outcomes for each recommendation, making use of supporting data and calculations when practical. Recommendations should address each operational efficiency, retrofit projects, and occupant behavior initiatives

   Summary:

5. Contractor identified projects proposed – provide a summary of the Contractor identified projects that were proposed to GSA during the contract period. Summary for each project identified should include a short description of the project, estimated cost, and estimated impact on building energy and/or water use.

   Summary:

6. Overall Contractor assessment of performance – the Contractor will provide an assessment of their overall performance in terms of energy and water efficiency performance. At a minimum, this assessment should address each of the following:

Resource (please note units)[a]	**Billing Period** (enter dates for the most recent 12 month EUAS billing for the corresponding utility) (format mm/dd/yy – mm/dd/yy)	**Yearly Use Current Year**	**Yearly Use Previous Year**
Electricity (kWh)[b]			
Electric demand (kW)			
Water (kgal)[c]			
Steam (mmBtu)[d]			
Natural gas (CCF)[e]			

Notes:

[a] Units listed in this table are standard units. Should different units be reported, the Contractor shall clearly label the units being used. The same units shall be used for both the current and previous year values reported.

[b] Electricity shall be reported in kWh, the standard units of electric energy. The standard conversion for kWh to Btu is 3,413 Btu per 1 kWh.

[c] Water is typically reported in thousands of gallons (kgal). Water may also be reported in gallons (gal).

[d] Steam usage is typically reported in millions of Btus (mmBtu). Other units must be approved by the Property Manager.

[e] Natural gas can be metered/reported in hundreds of cubic feet (CCF). The standard conversion for CCF to Btu is 1,028 Btu per CCF.

2. Total energy and water use for the 12-month (contract) period – Using the most recent 12 months of EUAS data from reporting element 1 above, provide the following comparisons of performance against the targets established in Exhibit 10 (Operational Performance Targets):

   a. Total 12-month building energy used (Btu/GSF) versus the annual energy performance target:

12-month energy performance target: Btu/GSF

12-month energy use: Btu/GSF

Difference between target and actual use: Btu/GSF

   b. Total 12-month building water used (gallons/GSF) versus the annual water performance target:

12-month water performance target: gal/GSF

12-month water use: gal/GSF

Difference between target and actual use: gal/GSF

Attachment 1 – Annual Report on Energy and Water Efficiency Template

CONTRACT INFORMATION – to be completed by Contractor in fields provided

Contract number:

Building number, name and address:

Building 12-month energy performance target: Btu/GSF

Building 12-month water performance target: Gal/GSF

Dates covered in this report:

Report submitted by (name of contractor, and name, email, and phone number of individual responsible for follow-up actions):

Date submitted:

ANNUAL REPORTING ELEMENTS – to be completed by the Contractor in fields provided. Additional guidance on completing these reporting elements is provided in Attachment 2 (Clarification for Completing the Annual Report on Energy and Water Efficiency)

1. Summary of annual use by resource – For each purchased utility resource, provide the total annual use for the last 12 months available from the EUAS. Field for Contractor as shown below is provided in template.

GSA2. Review Contractor annual report: Field for Property Manager provided in template.

GSA3. Confirmation of meeting between Property Manager and Contractor – date, participants, and summary of outcomes. Topics and desired outcomes – agreement on planned actions and energy and water performance targets for the next contract year – are summarized in Attachment 2 (Clarification for Completing the Annual Report on Energy and Water Efficiency): Fields for Property Manager provided in template.

new rooftop units, and building renovation start-up or completion. Narrative field provided for Contractor to complete.

c. Occupant behavior changes – to address outcomes from occupant changes such as reductions in frequent or routine overtime utility requests and energy awareness programs. Contractor actions supporting these behavior changes should be highlighted. Narrative field provided for Contractor to complete.

4. Recommendations for the next contract period – provide a list of recommended actions that will improve energy and water efficiency that should be considered for the next contract year. Include estimates of outcomes for each recommendation, making use of supporting data and calculations when practical. Recommendations should address each operational efficiency, retrofit projects, and occupant behavior initiatives. Narrative field provided for Contractor to complete.

5. Contractor identified projects proposed – provide a summary of the Contractor identified projects that were proposed to GSA during the contract period. Summary for each project identified should include a short description of the project, estimated cost, and estimated impact on building energy and/or water use.

6. Overall Contractor assessment of performance – the Contractor will provide an assessment of their overall performance in terms of energy and water efficiency performance. At a minimum, this assessment should address each of the following:

   a. Energy and water use against the performance targets as measured and reported, as well as against the overall building operating conditions and requirements;
   b. Actions taken by the Contractor that (significantly) affected energy and water use, and the lessons learned;
   c. How the Contractor would assess their energy and water efficiency performance and why, and strengths and areas for improvement.

   Narrative fields will be provided for the Contractor to complete for each sub-element above.

7. Propose and prioritize efficiency measures – develop a list of the top priority actions that should be completed in the next contract year. Each proposed action should include the estimated cost and time to complete, and estimated impact on building energy and/or water use. Narrative field provided for Contractor to complete.

GSA REVIEW AND RESPONSE ELEMENTS – to be completed by the Property Manager in the fields provided

GSA1. GSA Reviewing Official: Field for Property Manager provided in template.

Resource (please note units)[a]	**Billing Period** (enter dates for the most recent 12 month EUAS billing for the corresponding utility)	**Yearly Use Current Year**	**Yearly Use Previous Year**
Electricity (kWh)[b]			
Electric demand (kW)			
Water (gal)[c]			
Steam (mmBtu)[d]			
Natural gas (CCF)[e]			

Notes:

[a] Units listed in this table are standard units. Should different units be reported, the Contractor shall clearly label the units being used. The same units shall be used for both the current and previous year values reported.

[b] Electricity shall be reported in kWh, the standard units of electric energy. The standard conversion for kWh to Btu is 3,413 Btu per 1 kWh.

[c] Water is typically billed in thousands of gallons (kgal). However, water should be reported in gallons (gal) on this form.

[d] Steam usage is typically reported in millions of Btus (mmBtu). Other units must be approved by the Property Manager.

[e] Natural gas can be metered/reported in hundreds of cubic feet (CCF). The standard conversion for CCF to Btu is 1,028 Btu per CCF.

2. Total energy and water use for the 12-month (contract) period – Using the most recent 12 months of EUAS data from reporting element 1 above, provide the following comparisons of performance against the targets established in Exhibit 10, Operational Performance Targets):
    a. Total 12-month building energy used (Btu/GSF) versus the annual energy performance target: Field for Contractor provided for contractor in template.
    b. Total 12-month building water used (gallons/GSF) versus the annual water performance target: Field for Contractor provided in template.

3. Provide a summary of changes/actions completed over the contract period affecting energy and water efficiency. Include, where possible, an estimate of the resulting impact in terms of energy and/or water savings for the previous 12 months. Estimates may be engineering or measured (meter or BAS supported) estimates.
    a. Operational changes – to address building/equipment schedule changes, set point changes, equipment/system tune-ups, and similar energy and water intensive system controls and operations settings completed during the contract period. Narrative field provided for Contractor to complete.
    b. Building/equipment changes – to address equipment, systems, or building materials installed and/or replaced during the contract period that would impact energy use such as window replacements,

performance targets for the new contract period; and prioritize projects, actions, and activities that will lead to energy and water efficiency improvements for the new contract period. Attachment 2, Clarification for Completing the Annual Report on Energy and Water Efficiency, provides additional detail and clarifications to assist in completing the report template.

A new Contractor starting-up work is not required to complete and submit this annual report until the last week of the contract period. However, the new Contractor shall review the last annual report submitted by the previous Contractor and complete the reporting element 7and consider results/recommendations for development of the Energy and Water Use Plan for the next contract year and submit to the CO or their designee within the first 2 weeks of the new contract. The Contractor will then meet with the Property Manager to agree upon the first year energy and water efficiency use plan.

CONTRACT INFORMATION – to be completed by Contractor in fields provided

Contract number: Field for Contractor provided in template

Building number, name and address: Field for Contractor provided in template

Building annual energy performance target: Field for Contractor provided in template

Building annual water performance target: Field for Contractor provided in template

Dates covered in this report: Field for Contractor provided in template

Report submitted by (name of contractor, name of individual responsible for follow-up actions): Field for Contractor provided in template

Date submitted: Field for Contractor provided in template

ANNUAL REPORTING ELEMENTS – to be completed by the Contractor in fields provided. Additional guidance on completing these reporting elements is provided in Attachment 2 (Clarification for Completing the Annual Report on Energy and Water Efficiency)

1. Summary of annual use by resource – For each purchased utility resource, provide the total annual use for the last 12 months available from the EUAS. Field for Contractor, as shown below is provided in template.

EXHIBIT 13

J.13. Annual Energy & Water Efficiency Report

BACKGROUND: The annual report on energy and water efficiency will be completed and submitted per the requirements of section C.21.6, Energy & Water Efficiency, of the O&M services contract. The Contractor will meet with the GSA Property Manager prior to the last week of the contract expiration when the contract is not being extended, or by the 5th working day of the subsequent year startup when the contract is being extended, to review and discuss the submitted report. This discussion will address past building performance and initiate the planning of energy and water efficiency efforts for the next contract year. This information will assist the property manager and regional energy coordinator in establishing energy targets in the Operational Performance Targets (see Exhibit 10) for energy and water for the next fiscal year.

GSA is adopting this annual reporting procedure as a way to promote a collaborative relationship between GSA and the Contractor. This collaborative relationship will work to better identify and address issues and opportunities for improved energy and water efficiency, as well as overall building operations. This annual report will

- summarize actions completed during the last contract year aimed at
- energy and water efficiency, and assess relative degree of success and lessons learned;
- set operational goals for the next contract year; and
- identify and prioritize projects for the next contract year.

This document includes the following attachments:

- Attachment 1 – Annual Report on Energy and Water Efficiency Template. The Contractor shall use the template to complete the report template sections for "Contract Information" and "Contractor Reporting Elements." The GSA Property Manager shall complete the section "GSA Review and Response Elements."
- Attachment 2 – Clarification for Completing the Annual Report on Energy and Water Efficiency. This attachment provides additional detail on the types of information to be included in the individual reporting elements found in the template.

DATA SOURCES: Contractor shall make use of the energy and water efficiency reports that were submitted each month throughout the contract period. Contractor shall also use the most recent 12 month EUAS` data available for each individual resource and for total building resource use.

INSTRUCTIONS: The incumbent Contractor shall complete the required fields in this report (see Attachment 1, Annual Report on Energy and Water Efficiency Reporting Template) and forward the completed report to the Property Manager prior to the last week of the contract expiration. (Note that in cases where a new Contractor is starting-up, they are not required to complete this report as part of their start-up.) The Property Manager shall review the submitted report; meet with the Contractor to discuss the summary of actions and outcomes reported; develop building

_____

GSA REVIEW AND RESPONSE ELEMENTS – to be completed by property manager in the fields provided

GSA1. GSA Reviewing Official: _____

GSA2. Date reviewed by GSA: _____

GSA3. Comments to Contractor: _____

6. Identify issues and their potential impact on the building's energy and/or water performance. Use attachment of additional space is needed.

During the dry weather and drought conditions this month, the cooling tower make-up water has increased. Even though water use is down substantially for the rolling 12 month period, we estimate the tower is requiring more water for the month due to increased evaporation and additional runtime during the extreme high temperatures this past month.

---

7. Overall energy and water use performance trend assessment.

Overall, the rolling 12 month energy use has decreased by -10.15% as of August 2012, compared to same 12 month period last year. Completion of ARRA projects along with adjustments of runtime schedules for air-handling units and some vacant space in the building has helped to reduce electrical energy consumption. Water usage is also down by 16.77% due to new cooling towers and new control sequences for the chilled water system. We will continue to adjust the AHU runtimes to match occupancy changes to reduce the operation of the chiller plant and to reduce electrical demand.

Planned energy and water efficiency actions for the next reporting period.

We will continue to closely monitor increased irrigation required due to drought conditions, and closely monitor that chilled water reset controls are working to take advantage of meeting cooling needs with lowered chilled water supply temperatures going into the shoulder season.

---

8. Identify support actions needed from GSA to assist in the energy and water efficiency efforts.

As discussed, GSA Building Manager is planning to meet with tenants to discuss the approved temperature ranges for office spaces to get a better understanding of the temperature range that is acceptable for all area. This should help to reduce hot/cold calls and repeat calls in many areas.

AHU-4 continues to have operational challenges. The unit is required to run for longer hours each day to ensure that cool down is achieved when the tenants return in the morning. VAV box air flows and temperatures in the area have been overridden to make the area as comfortable as possible. We believe this unit is not sized correctly for the area it serves and needs to be studied for refurbishment or replacement in a future capital project.

Completed: Yes ☐ No ☐ Date 10/24/12

f. Operating schedule for exterior lighting systems
Completed: Yes ☐ No ☐ Date 10//24/12

Will re-verify operating schedules of all exterior lighting when daylight savings time goes into effect on Nov 4

g. Summarize overtime utility requests and verify control settings were returned to original/desired setting:

Standing overtime utilities scheduled for the USDA Lab – 24/7 – AHU-6. No other overtime utilities were requested this month. SSA will have overtime utilities starting in the second quarter for their annual busy season. Typical OT utility hours are extended 2 hours per day Monday through Friday and 6 hours on Saturday until April 30, 2013.

Timely controls settings return completed: Yes ☐ No ☐ plicable

h. Summarize building space temperatures at locations and times established by the Building Manager:

As discussed, the winter set point will be 72 +/- 2F. All areas will be set to this temperature per GSA Building Manager.

4. Analysis or completion of physical changes to plant and/or equipment resulting in reduced energy and/or water use. Use attachment if additional space is needed.

The VFDs on the chilled water and condenser water pumps are showing erratic operation. The control PID loop for these pumps is being investigated as the cause of this condition. The BAS vendor controls tech. is assisting in the analysis and reprogramming to correct this issue.

---

5. Operations changes resulting in reduced or increased energy and/or water use. Use attachment if additional space is needed.

During the dry weather and drought conditions this month, the landscaping on mall side of the building required increased watering to as much as 3 times per week. As rainfall increases, this practice will be monitored closely to avoid over using water for irrigation purposes.

Energy and Water Efficiency Monthly Reporting Sample

CONTRACT INFORMATION:_____
Contract number: _____

Building number, name and address: Denney Federal Bldg
100 Centennial Mall North
Lincoln, NE 68508

FY12 Building energy performance target: 60.923 Btu/GSF,
Actual rolling 12 months EUI as of August 2012, 56.434 Btu/GSF,

FY12 Building annual water performance target: 14.61 Gal/GSF,
Actual rolling 12 months water use as of August 2012, 12.41 Gal/GSF

Dates covered in this report: August 2012

Report submitted by: Joe Jones, O&M Contract Supervisor

Date submitted: September 7, 2012

CONTRACTOR REPORTING ELEMENTS:

2. Use by resource – For each purchased utility resource, provide the use for the most recent EUAS reporting period for each utility, and the corresponding reporting period from the previous year in the table below.

Resource (please note units)	**Billing Period** (enter dates for the most recent EUAS billing for the corresponding utility)	**Monthly Use Current Year**	**Monthly Use Previous Year**
Electricity (kWh)	August 2012	435,000	503,000
Electricity Demand (kW)	August 2012	1,326	1,674
Water (gal)	August 2012	698,632	996,336
Steam (mmBtu)	August 2012	NA	NA
Natural gas (CF)	August 2012	0	0

3. Verification of building operations practices per the building operating plan – for each element below, verify if the operations practices are being followed, and list the date(s) these practices were verified.

   The following were all reviewed in our meeting of October 24.

   d. Operating schedule for HVAC systems
      Completed: Yes ☐ No ☐ Date 10/24/12

   e. Operating schedule for interior lighting systems

Attachment 3 – Example
Energy and Water Efficiency Report – Contractor Input

Note to users: This sample report is based on the Energy and Water Efficiency Reporting Template. There are minor variances between this example and the temple. These minor variances are acceptable provided all the information requested in the template is provided.

Dec	
Jan	
Feb	
Mar	
Apr	
May	
Jun	

Sensitive But Unclassified, Intended for GSA Internal Use Only.

Building Summary for building categories : ALL
Optional Building Designation(s) :
Energy Usage is shown in Actual units - Show All Report Details
Conversion Detail = Site Use

Date : 12/11/2012 Report for the period of Floating 12 Months, Fiscal Year : 2012 Month : June
Time : 7:50:21 AM

Region :	06	Building Category : A	Building : MO0050ZZ
Building Name :	WHITTAKER COURTHOUSE 5101-KANSAS CITY NORTH PMC	City :	KANSAS CITY
Field Office :		State :	Missouri
Service Center :	1	GSF :	753,511

Month	Remarks
Jul	
Aug	
Sep	
Oct	enter demand
Nov	

PRICE ANALYSIS
SOLICITATION NO. GS09P15KSD0028

BACKGROUND

The Acquisition Management Division has a requirement for operations and maintenance services at the Leo J. Ryan Federal Records Center, 1000 Commodore Drive, San Bruno, California 94066. The period of performance is from June 1, 2015 thru May 31, 2016 with four additional one-year options. The transition phase is from May 1, 2015 through May 31, 2015.

SOLICITATION

The solicitation was issued on March 27, 2015 with the offer receipt date of April 9, 2015 to the U. S. Small Business Administration (SBA) pursuant to Section 8(a) of the Small Business Act (15 USC 637(a) and in accordance with FAR 19.8). The procurement opportunity was given to WMB Financial Solution Inc. DBA WMBGC, 2352 Market Street, Suite B, San Francisco, CA 94114, having met the 8(a) program eligibility criteria. The solicitation was issued under FAR Part 12, - Commercial Item procedure with the performance-based statement of work.

PREVIOUS ACQUISITION HISTORY

Currently the services are being performed by the Apex Mechanical, Inc., 2233-A Paragon Drive, San Jose, CA 95131 under SBA 8(a) set aside program. The Contract No. is GS09P011KSD0049 for initial term of two-year with two one-year options. This is the final year of the contract. The contractor is performing the services for $40,727.38 per month (no miscellaneous hours), which equates to $488,728.56 per year. This contract will expire on May 31, 2015.

(b) (5)

[redacted]

(b) (5)

[redacted]

(b) (6)

[redacted] 4/23/15

Contracting Officer

Mary Chin/9P/R09/GSA/GOV
05/10/2011 01:14 PM

To ddominguez@apex.us.com
cc brenda.gambardella@sba.gov, cynthia.marymee@sba.gov, Laurie N. Murata/9P/R09/GSA/GOV@GSA, Michael D. Larson/9P/R09/GSA/GOV@GSA, Margo D.
bcc
Subject O&M Contract No. GS09P11KSD0049

Hi Daniel

Attached is your copy of the award package for providing services at the subject location. This is also to confirm our scheduled post award meeting on Thursday, May 12th at 2:00 p.m. in the same Conference Room on 4th floor East, 450 GG. This is the conference room near the elevators. I will give your original signed SF1449 on Thursday. See you on Thursday.

Sincerely

GS09P11KSD0049-Award Ltr.pdf GS09P11KSD0049-COR Ltr.pdf GS09P11KSD0049-SF1449.pdf
GS09P11KSD0049-NARA O&M to Apex.doc

Mary Chin
Contract Specialist/CO (9P3PMFC)
GSA, PBS, FMD, Property Management Br.
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102
Phone: 415-522-3356
Fax: 415-522-3118
mary.chin@gsa.gov
http://r9insite.gsa.gov/pbs/realprop/default.asp

General Services Administration, Pacific Rim Region
450 Golden Gate Avenue
San Francisco, CA 94102-3434

MAY 6 2011

Mr. Daniel Dominguez
Apex Mechanical, Inc.
2233-A Paragon Drive
San Jose, CA 95131

Dear Mr. Dominguez:

Your offer submitted in response to Solicitation No. GS09P11KSD0049 has been accepted for the initial term of two-year with two one-year options for providing operations and maintenance, including vertical transportation equipment services at the Leo J. Ryan Federal Records Center, 1000 Commodore Drive, San Bruno, CA 94066. Total contract price for the initial term is $1,007,970.00 ($41,998.75 per month). Contract Number **GS09P11KSD0049** has been assigned. This number must be referenced on all future communication regarding this contract. The performance period is established from June 1, 2011 through May 31, 2013. The transition phase is established from May 1, 2011 through May 31, 2011.

The property manager listed below has been appointed as the Contracting Officer's Representatives (COR) of the subject contract. You should contact said person(s) and the Contracting Officer to schedule a pre-work conference to discuss the contract requirements and your method of performance:

Mr. Laurie Murata, Assistant Property Manager
GSA, Sansome Street Office, 9P3PSFS
630 Sansome Street, Suite 1040
San Francisco, CA 94111
Tel. 415-844-5000

As specified under the terms of the contract, you are required to submit documents specified under Section H prior to the starting date of the contract for security clearance for the contractor and all employees who will have access to the building in performance of the contract services. If employees have previously been cleared (as stated in the contract), these forms may not have to be resubmitted. The Contracting Officer's Representative, shown in the preceding paragraph, is the individual to whom you should submit the required documentation and direct any questions relating to security clearance procedures.

Additionally, you are required, prior to the starting date of the contract, to submit the following to the Contracting Officer's Representative (COR):

1. The names, addresses and telephone numbers of the representatives authorized to act for you regarding the performance of day-to-day services.

2. A detailed resume of all personnel assigned to this contract must be submitted to the COR for approval, a minimum of five days prior to the start of the contract for COR's review and approval.

3. List of submittals, reports, etc. listed in the RFP.

In addition, you should arrange with the Contracting Officer's Representative to obtain GSA/Contractor Identification/ Building passes for each employee who will have access to the building in performance of the contract services.

Certain responsibilities relating to administration of this contract (post-award functions) have been delegated to the Contracting Officer's Representative designated above. Attached are copies of these delegations of authority. Should you have any questions regarding the scope/limitation of this delegated contract administration authority, please direct them to the Contracting Officer whose name is shown on the solicitation document.

Evidence of insurance, as required by FAR 52.228-5 Insurance-Work on a Government Installation of the contract (contained in the solicitation and resultant contract) shall be submitted to the GSA, Property Management Branch, 450 Golden Gate Avenue, 4th Floor East (9PMFC), San Francisco, CA. Attn: Mary Chin. The evidence of insurance must be submitted within ten days after receipt of this notice of award.

Upon receipt of evidence of insurance an executed copy of the contract will be forwarded to you. If you have any question please contact me at 415-522-3356.

Sincerely,

(b) (6)
[redacted]

Mary Chin
Contracting Officer
Property Management Branch, 9P3PMFC
Facilities Management Division, PBS

Enclosures

cc:
Ms. Brenda Gambardella
U.S. Small Business Administration
S.F. District Office
455 Market Street, 6th Floor
San Francisco, CA 94105

9P3PMFC Official/Reading, 9P3PMFT, 9P3PSFS

9P3PMFC:MChin:mc:522-3356:4/29/11:File-GS09P11KSD0049

General Services Administration, Pacific Rim Region
450 Golden Gate Avenue
San Francisco, CA 94102-3434

MAY - 6 2011

MEMORANDUM FOR LAURIE MURATA
ASSISTANT PROPERTY MANAGER
SANSOME STREET OFFICE (9P3PSFS)

MICHAEL LARSON
PROPERTY MANAGER
GOLDEN GATE OFFICE (9P3PSFG)

FROM: MARY CHIN
CONTRACTING OFFICER, PROPERTY MANAGEMENT BR.
FACILITIES MANAGEMENT DIVISION (9P3PMFC)

SUBJECT: Appointment as Contracting Officer's Representative (COR) and Ordering Official for Contract No. GS09P11KSD049

The purpose of this memorandum is to formalize the appointment of Laurie Murata as Primary Contracting Officer's Representative (COR) and Primary Ordering Official, and Michael Larson as Alternate Contracting Officer's Representative (ACOR) and Alternate Ordering Official for the above subject contract, which provides for operations and maintenance including VTE services for the Leo J. Ryan Federal Records Center, 1000 Commodore Drive, San Bruno, CA 94066.

Broadly, the COR and in his/her's absence the ACOR's prime responsibilities are to ensure that the contractor's efforts comply with the technical features of the work required by the referenced contract and the responsibilities on the following attachment.

Please address all questions and correspondence to the following address:

GSA, PBS, Real Property Programs Division
Property Management Branch (9P3PMFC)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: Mary Chin, Telephone No. 415-522-3356

This appointment is contingent upon the completion of the internet based course for Contracting Officer Representatives titled "COR Mentor Course". To visit the course online go to http://www.faionline.com or http://www.gsa.gov/fai. Once completed forward a copy of the certificate to the Contracting Officer within 90 calendar days after the start date of the contract. This appointment shall not be redelegated and shall remain in effect until rescinded in writing.

cc:
Mr. Daniel Dominguez
Apex Mechanical, Inc.
2233-A Paragon Drive
San Jose, CA 95131

Ms.. Brenda Gambardella
U.S. Small Business Administration
S.F. District Office
455 Market Street, 6th Floor
San Francisco, CA 94105

9P3PMFC Official/Reading, 9P3PMFT

9PMFC:MChin:mc:522-3356:4/29/11:File-GS09P11KSD0049

CONTRACTING OFFICER'S REPRESENTATIVE AND ORDERING OFFICIAL RESPONSIBILITIES (PRIMARY AND ALTERNATE)

1. Provide technical direction within the scope of work provided in the contract.

2. Inspect, evaluate and document the work performed by the contractor.

3. Assist the contractor in interpreting technical requirements and in obtaining other technical assistant as may be necessary and appropriate. Disagreements between the COR and the contractor in the interpretation of requirements shall be referred to the Contracting Officer (CO).

4. Advise the CO as difficulties or situations arise which may disrupt or hinder performance.

5. Propose deductions for nonperformance or unsatisfactory performance pursuant to the "Adjusting Payments" Clause of the Contract.

6. Process unprotested deductions pursuant to the "Adjusting Payments" Clause of the Contract.

In **NO EVENT** shall appointment as COR and/or ACOR empower the recipient to:

1. Issue contract changes, deviate from the terms and conditions of the contract, or take actions on matters involving contract modifications, extension of time, claims, disputes, or requests for contract adjustments.

2. Manage the contractor's effort.

3. Supervise or otherwise control the contractor's employees.

4. Perform any other function which would violate the provisions of the contract.

5. Perform any function not specifically delegated in writing by the CO.

As the COR and/or ACOR, you are responsible for maintaining a complete and accurate contract file as required by Federal Acquisition Regulations. You are also required to submit the following documents to the CO as soon as executed:

1. Copies of all Delivery Orders for additional work, with copies of all supporting documentation, i.e. government estimate for work, negotiation memorandum, justification, etc.

2. Copies of all Receiving Reports, blanket as well as subsequent reports indicating any adjustments.

3. Copies of all letters advising the contractor of proposed deductions with supporting documentation.

4. Copies of any other correspondence to the contractor not specifically mentioned herein.

Prior to issuing a delivery order against the contract, you shall insure that the Maximum Ordering Limitation has not been exceeded by contacting the Contracting Officer.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 9P3PSFS-11-0071

2. CONTRACT NO.: GS-09P-11-KS-D-0049

3. AWARD/EFFECTIVE DATE: APR 28, 2011

4. ORDER NUMBER:

5. SOLICITATION NUMBER: GS-09P-11-KS-D-0049

6. SOLICITATION ISSUE DATE: APR 14, 2011

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Mary Chin
mary.chin@gsa.gov
b. TELEPHONE NUMBER *(No collect calls)* 415-522-3356

8. OFFER DUE DATE/ LOCAL TIME: APR 15, 2011 11:00 AM PT

9. ISSUED BY CODE 9P3PMFC
GSA, FMSP DIV, CONTRACTS SECTION
450 GOLDEN GATE AVE, 4TH FL EAST
SAN FRANCISCO CA 94102

10. THIS ACQUISITON IS
☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ 8(A)

NAICS: 238220
SIZE STANDARD: $14 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE
See Schedule

16. ADMINISTERED BY CODE 9P3PMFC
GSA, FMSP DIV, CONTRACTS SECTION
450 GOLDEN GATE AVE, 4TH FL EAST
SAN FRANCISCO CA 94102

17a. CONTRACTOR/ OFFEROR CODE 00025167 FACILITY CODE
APEX MECHANICAL, INC.
APEX MECHANICAL INC
2233-A PARAGON DR
SAN JOSE CA 951311339

(b) (4) [redacted]
CAGE: 4N7R4
(b) (4) [redacted]
TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE PAYOFF
GSA, Finance Div
Accounts Payable 7BCP
P. O. Box 17181
Ft. Worth TX 76102

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$1,030,733.20

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE (b) (6) [redacted]

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)* (b) (6) [redacted]

30b. NAME [redacted]
Daniel Dominguez President

30c. DATE SIGNED 4/28/11

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Mary Chin 415-522-3356
mary.chin@gsa.gov

31c. DATE SIGNED 5/6/2011

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
	Provide operations and maintenance with vertical transportation equipment services at the Leo J. Ryan Federal Records Center, 1000 Commodore Drive, San Bruno, CA 94066. Period of performance for the base period is from June 1, 2011 thru May 31, 2013, with two one-year options. Transitional phase is effective May 1, 2011 thru May 31, 2011.				
1000	PERIOD OF PERFORMANCE: O&M Services effective June 1, 2011 through May 31, 2013 Accounting and Appropriation Data: (b) (5) [redacted] DELIVERY DATE: 05/31/2013 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2011 to 05/31/2013	24.00	MO	41,401.28	993,630.72
1001	PERIOD OF PERFORMANCE: VTE Services effective June 1, 2011 through May 31, 2013 Accounting and Appropriation Data: (b) (5) [redacted] DELIVERY DATE: 05/31/2013 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2011 to 05/31/2013	24.00	MO	597.47	14,339.28
1002	Transition Phase services - prior to the period of performance start date (June 1, 2011), the contract is allowed a 30 day transitioning period to become familiar with the building they will be servicing and developing all pre-work requirements/submittals. The transition phase period is effective May 1, 2011 through May 31, 2011. Accounting and Appropriation Data: (b) (5) [redacted]	1.00	LS	22,763.20	22,763.20

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
	(b) (5) [redacted] DELIVERY DATE: 05/31/2011 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 05/01/2011 to 05/31/2013				
2000	Option Lot I: O&M Services effective June 1, 2013 thru May 31, 2014 DELIVERY DATE: 05/31/2014 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2013 to 05/31/2014	12.00	MO	43,371.98	OPT 520,463.77
2001	Option Lot I: VTE Services effective June 1, 2013 thru May 31, 2014 DELIVERY DATE: 05/31/2014 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2013 to 05/31/2014	12.00	MO	626.25	OPT 7,514.98
3000	Option Lot II: O&M Services effective June 1, 2014 thru May 31, 2015 DELIVERY DATE: 05/31/2015 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2014 to 05/31/2015	12.00	MO	44,404.23	OPT 532,850.81
3001	Option Lot II: VTE Services effective June 1, 2014 thru May 31, 2015 DELIVERY DATE: 05/31/2015 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2014 to 05/31/2015	12.00	MO	641.15	OPT 7,693.83

GSA

Mary Chin/9P/R09/GSA/GOV
04/28/2011 11:36 AM

To ddominguez@apex.us.com
cc Laurie N. Murata/9P/R09/GSA/GOV, Michael D. Larson/9P/R09/GSA/GOV, Victor H. Gomez/9P/R09/GSA/GOV,
bcc
Subject NARA Contract

Good Morning Daniel

Attached is Contract award form SF1449. Please print 2 copies, sign, and return all to me to execute. I will follow up with the distribution, but the transition phase-in for this contract starts May 1st.

GS09P11KSD0049-SF1449.pdf

Mary Chin
Contract Specialist/CO (9P3PMFC)
GSA, PBS, FMD, Property Management Br.
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102
Phone: 415-522-3356
Fax: 415-522-3118
mary.chin@gsa.gov
http://r9insite.gsa.gov/pbs/realprop/default.asp

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 9P3PSFS-11-0071

2. CONTRACT NO.: GS-09P-11-KS-D-0049

3. AWARD/EFFECTIVE DATE: APR 28, 2011

4. ORDER NUMBER:

5. SOLICITATION NUMBER: GS-09P-11-KS-D-0049

6. SOLICITATION ISSUE DATE: APR 14, 2011

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Mary Chin
mary.chin@gsa.gov

b. TELEPHONE NUMBER *(No collect calls)* 415-522-3356

8. OFFER DUE DATE/ LOCAL TIME: APR 15, 2011 11:00 AM PT

9. ISSUED BY CODE 9P3PMFC
GSA, FMSP DIV, CONTRACTS SECTION
450 GOLDEN GATE AVE, 4TH FL EAST
SAN FRANCISCO CA 94102

10. THIS ACQUISITON IS
☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ 8(A)

NAICS: 238220
SIZE STANDARD: $14 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE
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GSA, FMSP DIV, CONTRACTS SECTION
450 GOLDEN GATE AVE, 4TH FL EAST
SAN FRANCISCO CA 94102

17a. CONTRACTOR/ OFFEROR CODE 00025167 FACILITY CODE
APEX MECHANICAL, INC.
APEX MECHANICAL INC
2233-A PARAGON DR
SAN JOSE CA 951311339

(b) (4) [redacted]
CAGE: 4N7R4
(b) (4) [redacted]
TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE PAYOFF
GSA, Finance Div
Accounts Payable 7BCP
P. O. Box 17181
Ft. Worth TX 76102

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)* $1,030,733.20

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Mary Chin 415-522-3356
mary.chin@gsa.gov

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
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SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
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1000	PERIOD OF PERFORMANCE: O&M Services effective June 1, 2011 through May 31, 2013	24.00	MO	41,401.28	993,630.72
	Accounting and Appropriation Data: (b) (5) [redacted]				
	DELIVERY DATE: 05/31/2013 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2011 to 05/31/2013				
1001	PERIOD OF PERFORMANCE: VTE Services effective June 1, 2011 through May 31, 2013	24.00	MO	597.47	14,339.28
	Accounting and Appropriation Data: (b) (5) [redacted]				
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1002	Transition Phase services - prior to the period of performance start date (June 1, 2011), the contract is allowed a 30 day transitioning period to become familiar with the building they will be servicing and developing all pre-work requirements/submittals. The transition phase period is effective May 1, 2011 through May 31, 2011.	1.00	LS	22,763.20	22,763.20
	Accounting and Appropriation Data: (b) (5) [redacted]				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
	(b) (5) [redacted]				
	DELIVERY DATE: 05/31/2011 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 05/01/2011 to 05/31/2013				
2000	Option Lot I: O&M Services effective June 1, 2013 thru May 31, 2014 DELIVERY DATE: 05/31/2014 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2013 to 05/31/2014	12.00	MO	0.00	OPT 0.00
2001	Option Lot I: VTE Services effective June 1, 2013 thru May 31, 2014 DELIVERY DATE: 05/31/2014 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2013 to 05/31/2014	12.00	MO	0.00	OPT 0.00
3000	Option Lot II: O&M Services effective June 1, 2014 thru May 31, 2015 DELIVERY DATE: 05/31/2015 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2014 to 05/31/2015	12.00	MO	0.00	OPT 0.00
3001	Option Lot II: VTE Services effective June 1, 2014 thru May 31, 2015 DELIVERY DATE: 05/31/2015 SHIP TO: NATIONAL ARCHIVES & RECORDS ADMIN 1000 COMMODORE DR SAN BRUNO CA 94066-2350 Period of Performance: 06/01/2014 to 05/31/2015	12.00	MO	0.00	OPT 0.00

GSA

SOLICITATION TABLE OF CONTENTS

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A.1. STANDARD FORMS

SEE ATTACHED SF1449

B.1. DESCRIPTION OF SERVICES

This is a Performance Based Statement of Work (PBSOW). The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of Building Operations and Maintenance services of facilities, structures, equipment and systems described herein.

B.2. OPTION PERIODS

Offerors are cautioned that any offer may be rejected as non-responsive if it is materially unbalanced as to prices for the options and the initial contract period. An offer is unbalanced when it is based on prices which are significantly less than cost for some work and prices which are significantly overstated for other work.

B.3. SERVICE CONTRACT ACT ASSUMPTIONS

Offerors shall price the contract by assuming the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial period of performance will apply to the entire performance period of the contract. The minimum wage rates and fringe benefits applicable to the initial period of performance are outlined in the incorporated wage determination.

Contract price(s) will be adjusted upward or downward effective on each anniversary date of the contract in accordance with the clause contained in Part II, Section I, FAR 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989), with the incorporation of an updated wage determination.

B.4. ORDERING LIMITATIONS

The annual maximum ordering limitation for Additional Services and Reimbursable Repairs is **$250,000.00**.

The limitation per order for Additional Services and Reimbursable Repairs is **$25,000.00**.

The price of the Basic Services of this contract serves in place of an annual minimum ordering limitation.

B.5. AUTOMATIC PRICE ADJUSTMENTS FOR MINOR INVENTORY CHANGES

Inventory Changes

If changes are made in the inventory of equipment requiring preventive (scheduled) maintenance during the period of performance of the contract (including option periods), the contract price

shall be automatically adjusted as follows, using the then current edition of the "Preventive Maintenance" section of R.S. Means' Means Facilities Maintenance & Repair Cost Data:

(1) For each item added or deleted, multiply the annualized man-hours standard for the most comparable item in the book by the appropriate hourly rates in the Price Schedule.

(2) To the value determined in (1) above, add the annualized material bare cost for the same item in the book.

(3) This process should be conducted for each item of equipment added or deleted. Deletions shall be treated as negative numbers.

(4) The summation of item values determined by steps (1) through (3) above shall produce the total change in contract price. This may be positive or negative.

This adjustment only applies to actual physical changes in building equipment during the term of the contract. Errors in inventory or assessment of the facility by the Contractor when developing the Contractor's offer are the responsibility of the Contractor and shall not result in price adjustment.

Cumulative Adjustment

If cumulative price changes exceed +10%, or -10%, of the base price of the contract, this process shall no longer be used. The contract shall be subject to a negotiated equitable adjustment. If Means Facilities Maintenance and Repair Cost Data does not include certain items, changes in inventory quantities of these items shall be subject to a negotiated equitable adjustment.

B.6. PRICE ADJUSTMENT FOR EQUIPMENT UPGRADES

If the Government funds upgrades to Controls or equipment, the contract price is subject to a negotiated price reduction to reflect the decrease in operations and maintenance costs reasonably expected from the improvements.

B.7. PRICE SCHEDULE

Each line item below includes all labor, materials, equipment, tools, supervision and management support to accomplish the relevant tasks in accordance with the specification. All proposed prices should be for the unit indicated.

The contract shall be for a Two Year Base Period with Four Two-Year Options Lots from effective date of the contract.

LINE	DESCRIPTION OF SERVICE	Notes	UNIT BID PRICE	TOTAL: 24-MONTH BASE PERIOD	TOTAL: 12-MONTH FIRST OPTION PERIOD	TOTAL: 12-MONTH SECOND OPTION PERIOD
0001	Basic Services: Operations, Maintenance and non-reimbursable Repairs		$ 41,401.28 PER MONTH	$993,630.72	$520,463.77	$532,850.81
0002	Hourly rate, General Maintenance Technician, Normal Working Hours (IQ)[]	4,5	$ 101.70 PER HOUR			
0003	Hourly rate, General Maintenance Technician, overtime and Callback (IQ)[]	1,4,5	$ 149.62 PER HOUR			
0004	Hourly rate, HVAC Technician, Normal Working Hours(IQ)	4,5	$ 132.32 PER HOUR			
0005	Hourly rate, HVAC Technician, overtime and Callback[(IQ)	1,4,5	$ 195.05 PER HOUR			
0006	Vertical Transportation Equipment (VTE) maintenance		$ 597.47 PER MONTH	Static Load Test Included $ 14,339.28	$ 7,514.98	$ 7,693.83
0007	OPTION: 3-Year Electrical Testing, Inspection and maintenance	4,5	$ 9,845.00 PER JOB		$ 11,321.75	$
0008	Transition Phase		$22,763.20 ONE TIME CHARGE			
0009	Standard Coefficient [IQ]	2,3	10 % PERCENT OF COST			

NOTES:

1. Overtime and Emergency Callback hourly rates shall be applied for work required to be performed after the Normal Working Hours of the buildings.

2. The Standard Coefficient is the markup to be applied to the Contractor's actual cost of subcontract work or reimbursable parts and materials (as documented by invoice) for Additional Services work, and for determining the cost of Repairs. The Standard Coefficient applied to the base year of the contract shall also apply to all option years.

3. Lines marked IQ are indefinite quantity line items. These rates only apply to work which is reimbursable, i.e., either Additional Services or for Reimbursable Repairs.

4. Hourly rates are proposed only once. These rates may, in the event of wage determination rate increases, be escalated in accordance with FAR 52-222.43.

5. This is an option which may be exercised at the discretion of the Government either at commencement of the contract, or at any time during the term of the contract with 30 days written notice. If exercised, the option may be removed from the scope of the contract with 30 days notice at any time during the term of the contract.

PROVIDE COST BREAK DOWN ON BASIC SERVICES

C.1. SCOPE OF WORK

The Contractor must provide management, supervision, labor, materials, equipment, and supplies and shall be responsible for the efficient, effective, economical, and satisfactory operation, scheduled and unscheduled maintenance, and repair of equipment and systems located within the property line of the *Leo J. Ryan Federal Records* building, to include the following:

1. Electrical systems and equipment.
2. Mechanical, plumbing, building automation systems (BAS), and heating, ventilation, and air conditioning (HVAC) systems and equipment.
3. Fire protection and life safety systems and equipment.
4. All Control Systems unless explicitly excluded
5. Architectural and structural systems, fixtures, and equipment within the site (to the property line).
6. Service request desk operations, to include record keeping using a computerized maintenance management system (CMMS) as well as other administrative functions.
7. Maintenance of landscape irrigation systems, with the exception of above-ground elements (e.g., sprinkler heads) in landscaped areas.
8. Mechanical equipment for window washing (wall glider, tracks, and associated equipment).
9. Locks, keycard systems, and static and dynamic bollard systems.
10. Dock levelers.
11. Elevator and vertical transportation equipment.

Additional Services may be ordered at the discretion of the Government for work relating to the operations, maintenance and repair or upgrade of the covered facilities, but not covered in the basic services of the contract, as described in this document.

Excluded from this scope are:

1. Building perimeter and tenant agency security alarm systems.
2. Telecommunication (e.g., telephone, agency data communication) systems, except as part of covered Control Systems.
3. Equipment owned and operated by tenant agencies.
4. Furnishings (not installed as fixtures).
5. Paper and soap dispensing equipment in restrooms.
6. Kitchen appliances and equipment (but ductwork above the ceiling, grease traps with associated piping, and any fire suppression or fire alarm equipment are included in the scope).
7. Equipment owned by servicing public utilities.
8. Upgrade of software or software licenses (to include Control Systems and CMMS).

9. Lawn sprinkler heads and other above-ground (within landscape areas) components of irrigation systems.

C.2. DEFINITIONS

C.2.1 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.2.2 Additional Services

"Additional services" are services outside the provisions of the basic services that the Contractor will provide at an additional cost to the Government. These services may be provided during or after normal working hours. The Contracting Officer (CO) will issue a separate delivery order before work may proceed. Rates and markups in the price schedule must be used to price additional services.

C.2.3 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.

C.2.4 Architectural and Structural

Architectural and structural" systems customarily included in CSI Divisions 2,3,4,5,6,7,8,9,10,13, to include all building structure, envelope, building improvements and finishes, and site improvements (e.g., paving, walkways, exterior lighting, etc.), to the property line.

C.2.5 Basic Services

The "basic services" of the contract consist of the recurring contract requirements for which the Contractor is paid as a base price, i.e., the requirements established by the contract statement of work and related general and administrative requirements that do not contain provisions for separate reimbursement.

C.2.6 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.2.7 Building Operating Plan

The "building operating plan" is a mandatory plan that the Contractor prepares for Government approval that describes the Contractor's program for operating and maintaining the building, to include both normal circumstances and contingencies.

C.2.8 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.

C.2.9 Consumable Parts

"Consumable parts" or components are parts or components that customarily require regular replacement rather than repair in a maintenance program and must be disposed of properly. Examples include oil, grease, belts, filters, ballasts, lamps, etc.

C.2.10 Contractor

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

C.2.11 Controls and Control System

A "control system" is any low-voltage control, communication and monitoring system, including but not limited to device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, lighting control, and fire alarm systems. Gateway devices, routers, communication networks and other devices or infrastructure for communication to or from such systems are included in the definition.

C.2.12 Electrical

All building and site systems of the types generally included in Division 16 in R.S. Means Facilities Construction Cost Data, with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.

C.2.13 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.

C.2.14 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.

C.2.15 Fire Protection and Life Safety Systems

"Fire protection and life safety systems " are systems and equipment installed in the building to (1) detect fire and products of combustion, (2) notify building occupants and emergency responders, (3) initiate smoke control and management systems (4) initiate fire suppression systems, (5) control or suppress fires and (6) facilitate or enhance emergency egress. These systems also may communicate with other major building systems for fire and smoke control, elevator recall, and utilities control. Life safety

systems and equipment includes emergency lighting, exit signage, special egress door locking arrangements, and exit stair markings.

C.2.16 Indefinite Quantity

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

C.2.17 Furnishings

All equipment of the types generally included in Division 11 and 12 in R.S. Means Facilities Construction Cost Data, with the exception of equipment that is either separately listed in Section C.1 (e.g. Dock Levelers), is a fixture, or is covered in the Public Buildings Service Operation and Maintenance Standards (e.g. water supply equipment, hydraulic valves).

C.2.18 Heating, Ventilation, and Air Conditioning (HVAC)

HVAC includes all systems with the function of providing ventilation or temperature control to building spaces. HVAC equipment is a subset of Mechanical, Electrical, and Controls equipment and systems, and intersects the definitions of these.

C.2.19 Indefinite Quantity

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

C.2.20 Initial Deficiency List Report

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

C.2.21 Landscape Irrigation Systems

Landscape irrigation systems include all piping, tubing, hoses, sprinkler heads, valves, sensors, and controllers used to water landscaped areas. For purposes of this contract, landscape irrigation systems are to be divided into above-ground (e.g. sprinkler heads, drip hoses, or any other water distribution component above ground level) and below-ground (all remaining components of the system that deliver water to the above-ground components). System timing controls and sensors are to be considered part of the above-ground portion of the system.

C.2.22 Measurement and Verification (M&V)

For purposes of this contract, Measurement and verification is the quantifiable component of Quality Assurance. The Government may develop an M&V protocol which measures aspects of the efficiency and effectiveness of building systems using data from building controls, monitoring CMMS data, and other data sources. M&V data will be used to:

(1) Help verify whether the Contractor is achieving the performance standards set forth in the Quality Assurance Surveillance Plan, Part III;
(2) Provide assistance (or direction, if necessary) to the Contractor to improve maintenance or optimization of operation;
(3) compare the efficiency of the facility to other facilities;
(4) Provide data for planning future upgrades.

C.2.23 Mechanical

All building and site systems of the types generally included in Division 15 in R.S. Means Facilities Construction Cost Data., with the exception of equipment owned by a servicing public utility.

C.2.24 Miscellaneous Work

"Miscellaneous work" is additional labor that is performed at the request of the Contracting Officer's Representative (COR) at no additional cost to the Government (i.e., they are part of basic services.) The Contractor may also have to provide consumable materials to complete the request.

C.2.25 Normal Working Hours

"Normal working hours" is the hours of building operations under most circumstances when all services must be provided to all occupants. Normal working hours are:
Monday, Tuesday, Thursday, and Friday – 6:00am through 4:30pm
Wednesday – 6:00am through 6:00pm

C.2.26 Occupant Emergency Plan (OEP)

The largest 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 must do in case of an emergency. The plan identifies fires wardens, shelter in place locations etc. The Contractor must support all OEP efforts to the fullest extent possible.

C.2.27 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.2.28 Plumbing

All building and site systems of the types generally included in Division 15, Section 15400, in R.S. Means Facilities Construction Cost Data., with the exception of equipment owned by a servicing public utility.

C.2.29 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.2.30 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.2.31 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.2.32 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.2.33 Non-Reimbursable Repair

A "non-reimbursable repair" is a repair that is the Contractor's responsibility with no additional reimbursement from the Government.

C.2.34 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.2.35 Security Systems

Security Systems include:
(1) systems to detect intrusion into the building or areas of the building, including sensors and camera systems; and,
(2) access control systems, such as automatic card readers for building, room or parking lot access*
(3) magnetometers and associated equipment for screening persons entering the building(s).

*Actual parking lot gates, building doors and gates and other equipment enclosing the site or building(s) shall be considered Architectural and Structural rather than Security Systems. The Security Systems definition covers the controlling and sensing systems controlling access. Door locks are covered by the contract as described under Architectural and Structural maintenance

C.2.36 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.2.37 Service Request

A "service request" is a response to a GSA, 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 standards of the contract are 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.2.38 Task Order

A Task Order is an order for Additional Services or Reimbursable Repairs under this contract.

C.2.39 Telecommunication Systems

Telecommunication Systems include building telephone systems, and specialized agency communication systems, but excluding the communication subsystems of other systems defined separately herein.

C.2.40 Tour

A "tour" is generally a scheduled walkthrough of equipment rooms and installations including computer rooms, and restrooms, etc. by Contractor operating personnel for the purpose of ensuring that equipment is running properly, ensuring that equipment rooms are in good order and without safety hazards, and making any necessary adjustments to operating controls or to lubricate equipment. A tour may also involve a combination of such physical visits in addition to using automated systems for the monitoring of equipment and systems.

C.2.41 Vertical Transportation Systems

"Vertical transportation equipment" applies to all equipment, such as elevators, escalators, and dumbwaiters, their associated parts, and related areas as identified in the applicable Codes, ASME A17.1 Safety Code for Elevators and Escalators and ASME A18.1 Safety Code for Platform Lifts and Stairway Chairlifts.

C.2.42 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.

- 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, Carbon Dioxide Extinguishing Systems
- NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems
- NFPA 13, Installation of Sprinkler Systems
- NFPA 17, Dry Chemical Extinguishing Systems
- NFPA 17A,Wet Chemical Extinguishing Systems
- NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA 70, National Electrical Code (NEC)
- NFPA 70E,Standard for Electrical Safety in the Workplace
- NFPA 72, National Fire Alarm Code
- NFPA 80, Standard for Fire Doors and Other Opening Protectives
- NFPA 85, Boiler and Combustible Systems Hazards Code
- NFPA 92A, Standard for Smoke Control Systems Utilizing Barriers and Pressure Differences
- NFPA 92B, Standard for Smoke Management Systems in Malls, Atria, and Large Spaces
- 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
- R.S. Means Facilities Construction Cost Data
- USGBC LEED for Existing Buildings (LEED-EB)
- 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

C.4. INITIAL DEFICIENCY INSPECTION AND LIST

The Contractor and the COR or designee must make a complete and systematic initial inspection together during the startup or transition phase of the contract that will include all mechanical, electrical, fire protection, and utility systems and equipment, windows, doors, and other structural features for which maintenance and repairs are covered by this performance work statement. The purpose of this inspection shall be to discover and list in an initial deficiency list report all deficiencies that may exist in the equipment and systems covered by this performance work statement, as well as the Contractor's itemized price (including, but not limited to labor, materials, overhead, and profit) for correcting each deficiency. The Government may elect to have all or any part of this work performed by the Contractor (at the price or prices quoted), by Government employees, or by other contractors.

The initial deficiency list report must not include any items that would be replaced, repaired, or adjusted during the performance of normal preventive maintenance. The Contractor shall be responsible for making immediate adjustments or corrections that fall within the scope of routine preventive maintenance required by this contract at no additional cost to the Government. This includes but is not limited to making adjustments to controls; adjusting the BAS software, e.g., correcting set points; reloading programs; restoring equipment being operated manually to automatic operation (this does not include changing established sequences of operation or programming sequences); applying lubricants; cleaning fan housings, fans, coils, dampers, air handling unit (AHU) sections, and equipment rooms and replacing consumable parts or components.

The Contractor must submit an initial deficiency list report not later than **90** days after award of the contract to the COR or designee. Any dispute between the Government and the Contractor as to classification of initial deficiency list report items will be resolved under the Disputes Clause in this document. The Contractor's itemized estimates for correcting each deficiency must remain in effect for **60** days after submission of the initial deficiency list report. Deficiencies discovered after the submission of the initial deficiency list report will not be considered pre-existing for purposes of this contract, unless equipment is operational and cannot be secured and inspected. Any piece of equipment or system that cannot be inspected must be highlighted at the beginning of the deficiency list stating why it cannot be secured and inspected. An estimate of when the Contractor reasonably expects to be able to inspect the piece of equipment must be provided.

When an existing deficiency in an item is corrected, the Contractor must assume full responsibility for the subsequent repair of the item as covered under the terms of this contract at no additional cost to the Government. Nothing in this existing deficiency inspection/initial deficiency list clause must be construed as diminishing the obligations

imposed by this contract upon the Contractor to operate any deficient item (to the extent operable) or to adjust or maintain any such item.

C.5. TRANSITION PHASE

C.5.1 Transition Phase Startup

The Contractor must provide **30** days of transition startup services prior to the contract start date to assist transitioning between contractors. The purpose of this phase is to permit a transition that is seamless to the tenants and to assess the condition of the building and incomplete maintenance work at the time of contractor transition. During this period the Contractor must:

1. Develop a new, updated building operating plan.
2. Inspect the condition of all equipment and systems for which the Contractor will assume responsibility.
3. Review work order history and equipment inventory information.
4. Develop the initial deficiency list report, including an itemized estimate for correcting each deficiency as described in section C.4., Existing Deficiency Inspection/Initial Deficiency List.

Not later than the end of the transition startup phase and the concurrent beginning of operations and maintenance services, the Contractor must submit for GSA's approval:

1. The new building operating plan.
2. The initial deficiency list report, as described elsewhere in this document.

Within the first week of the startup phase the Contractor must submit a schedule and staffing plan for the startup phase. This plan must describe, by week, work to be accomplished. At the end of each week during the startup phase the Contractor must submit a letter report describing work accomplished.

As with other work required under this contract, all work performed during the startup phase must be recorded by the Contractor as work orders in the CMMS (if applicable), to include recording hours of time and costs.

C.6. PHASEOUT TRANSITION PERIOD

Prior to the expiration of this contract or is otherwise terminated, the Contractor must cooperate with the incoming contractor during a phaseout period. For planning purposes, the Contractor must assume a phaseout period of **30** days.

During this phaseout period, the Contractor must assist the COR or designee and incoming contractor for a seamless transition in operations and maintenance with no adverse affect on the building tenants; provide the successor contractor with access to all records and official documentation (both hard copies and electronic as applicable) required by this contract; provide training to the successor contractor on methods of accessing and programming the building automation system (BAS) and other control systems; and show the successor contractor where all archived programs and systems

literature are maintained. On the last performance day of the contract, the Contractor must turn over to the COR or designee all keys and identification badges or cards.

C.7. PUNCH LIST COMPLETION AND WITHHOLDING OF FINAL PAYMENT

The Government may create a punch list of deficiencies or unmet contractual requirements at or near the time of termination of the contract. The Government may employ the services of another contractor in the development of such punch list and upon completion provide the Contractor with a copy of work not completed, to include the monetary value the Government has assigned for each item. The Government retains sole discretion over whether to charge the Contractor for the monetary value of the punch list in whole or in part or to request corrections by the Contractor. If the Government elects to request corrections by the Contractor, the Contractor shall have until the end of the contract period to perform such corrections and may invoice for funds withheld on acceptance of the corrections by the Government. Nothing in this section must be construed to limit the Contractor's liability or restrict the Government from reporting unsatisfactory or problematic performance by the Contactor.

C.8. GENERAL AND ADMINISTRATIVE REQUIREMENTS

C.8.1 Minimum Staffing and Ability to Contact and Communicate with the COR

The Contractor must provide staff to ensure services are continued without disruption to the tenant. The Contractor must ensure employees maintain communications access with the COR to allow contact by the Government at all times during normal working hours and to effectively communicate with Government personnel (See section C.8.2, Communication Equipment).

The Contractor must immediately notify the COR or other designated Government representative of any recognized safety hazard that might severely affect the building occupants.

The onsite technicians must have sufficient skills to immediately respond to a variety of service requests involving multiple trades, including the operation of building control and energy management systems. Operators must be certified where applicable.

Outside of normal working hours, the Contractor must maintain some designated form of communication with on-call staff to allow the Government to contact such on-call staff at any time for emergency response.

The Contractor must provide staff as necessary to meet all requirements of the contract. Personnel must be properly licensed and certified to work on building systems or equipment for which licensed and or certified personnel are required by Federal, State, or local law, codes, or ordinances.

The Contractor must develop and submit to the COR or designee within **30** days of contract award a list of key personnel and emergency contact information (which may include subcontractor contacts, as applicable).

All contract employees, including subcontractor employees, must sign in and out at the beginning and end of their shifts on a log established at each building for security and contract administration purposes.

C.8.2 Communication Equipment

The Contractor must provide key operational personnel (managers, supervisors, and duty mechanics) with portable electronic means to communicate with GSA (and the PBS National Contact Center) for service requests, emergencies, status of projects, etc. Electronic communication methods may include the following:

1. Text messaging device. The Contractor is responsible for all costs associated with the text messaging device. Examples are two-way pager, cell phone with text messaging, Blackberry, etc.
2. Fax. Receiving and sending faxes is acceptable as a secondary communication method for locations that have problems with wireless device signal strength. However, delaying faxes because of combined usage of voice and fax on the same line is not acceptable.

C.8.3 Onsite Records

The Contractor must ensure that all records required by the contract, or produced in performance of work under the contract, are maintained in an organized manner onsite in electronic format and are made available to the Government when requested. The contractor must receive, maintain and gather data, as well as other materials including records and manuals, related to the support and operation of Government facilities. The Government retains ownership of all databases, information, and other materials received or developed by the Contractor in support of this contract at all times.

C.8.4 Service Request and Administrative Support

The Contractor must operate a service request and administrative support function during normal working hours, to act as a central point of contact for the Government, to monitor service requests received from the National Call Center, to act as a local point of contact for building occupants, and to track and maintain service request records in the CMMS. This includes service requests for work not under the scope of this contract (i.e., performing a central service request desk function for the facility, regardless of who is responsible for responding to the service request).

C.8.5 Use of CMMS

The Contractor must use the Government furnished CMMS, to include validating and updating the equipment inventory database, including all data fields specified by the COR or designee. Where not previously established or where incomplete, the Contractor must construct the inventory database, to include completing all applicable data fields for the template spreadsheets provided. The Contractor must use the CMMS to identify, control, track, and schedule preventive maintenance work, service requests, and equipment inventory. The Contractor must track historical maintenance and repair activities for each work order received during the performance of the contract. All work

done by the Contractor must be accomplished under a CMMS work order. Contractor must provide reports to the COR as requested and in a format and media as requested.

The Contractor shall maintain records of Service Calls and Repairs performed. Service Call and Repair records must be maintained using the CMMS. Service call records shall include the following minimum requirements:

1. Complaint, date, time, location and complainant;

Verification of the complaint (such as actual temperature, was airflow more or less than design);

Work orders input into the CMMS from an automated source (e.g., a diagnostics program) must be responded to in the same manner as other work orders.

Comments must be entered in work orders to clearly describe resolution of the problem. Work orders put in a "hold" status must have comments indicating the reason for the status.

Estimated time used and materials and subcontract costs expended must be recorded in work orders.

Work orders must be promptly placed in "complete" status upon completion of work. Moving work orders into "closed" status shall be done in accordance with local policy.

C.8.6 Quality Control Program

A Quality Control Plan (QCP) must be developed and submitted for approval to the CO and COR **10** days prior to the start of the contract. Upon approval, the Contractor must implement the QCP to ensure contract compliance, and to ensure that potential problems with building equipment and systems are identified, documented, and resolved prior to failure. An acceptable QCP must include, as a minimum, inspections by onsite supervisory personnel and by one or more qualified outside parties. The Contractor is advised to consult with the COR or designee after award but prior to the start of the contract to further develop and adjust the QCP. The system of checklists, inspection methodology, and frequencies must be documented by the Contractor. The Contractor must maintain a local file of all quality control inspections conducted by the Contractor, including the corrective actions taken. This documentation must be made available to the Government during the term of this contract. A copy of these inspection reports must be submitted to the COR or designee as an attachment to the monthly progress report and all documentation made available to the Government upon request during the term of the contract.

The CMMS shall be used to document quality control activities, and maintain association with the underlying work orders.

C.8.7 Government Quality Assurance Program

The Government will inspect the Contractor using a quality assurance program through random inspections, scheduled inspections, or any other method of inspection that the Government determines reflects the actual successful performance of this contract.

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

1. Review and, if warranted, reject any reports or other submittals required from the Contractor.
2. Review performance and service records, including but not limited to monthly progress reports, BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted.
3. Determine the adequacy of the Contractor's quality control program and documentation and the overall success of this program. The Government may order improvements, if it determines the program is insufficient or ineffective.
4. Obtain tenant satisfaction survey information and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements.
5. Conduct physical inspections of facility equipment and systems, to include programs and files maintained on computers and Contractor onsite offices and work areas, and require correction of deficiencies noted.
6. Perform inspections with Government personnel or independent third party inspectors.

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

The use or nonuse of any quality assurance methods (e.g., a measurement and verification (M&V) program) by the Government will not constitute a waiver of or excuse from contract requirements.

The Government may implement or change quality assurance measures at any time during the term of the contract.

All records and files that this contract requires the Contractor to maintain must be made readily accessible to Government representatives, including third party contract inspectors, on request. All records and files utilized or generated during the course of the contract by the Contractor, including all standard operating procedures and building operating plans, shall become the property of the Government (this excludes employee personnel files and company financial information).

The Contractor must instruct all onsite personnel to cooperate with the Government or third party contract inspector requests for records access and information. This includes answering honestly and comprehensively all questions related to performance of work. The Contractor must provide personnel to enable inspectors, including third party contract inspectors, to perform inspections of equipment. The Contractor must notify the COR or designee at least 2 weeks in advance when equipment is to be opened and available for inspection by the Government. The Contractor must open and operate the equipment for observation by all inspectors at no additional cost to the Government

provided the Government requests the service at least 48 hours in advance. Most inspections will be performed during normal working hours. However, the Contractor must provide personnel to enable access for inspectors who need to conduct observation and testing after normal hours to avoid possible disruption to tenants.

GSA uses the Contractor Performance System (CPS) or similar performance measuring system to formally evaluate the Contractors performance. Evaluations are generally conducted annually or more frequently on or about the anniversary date of the contract and also at the end of the contract period.

C.9. BUILDING OPERATING PLAN

C.9.1 Purpose

The Contractor must revise and submit for approval to the COR or designee, not later than the end of the startup phase, a building operating plan outlining their operating and general maintenance procedures for all major building equipment and systems (See section C.9.2., Components of the Building Operating Plan, below). The Contractor must execute the contract requirements in accordance with the approved building operating plan. The Contractor must coordinate with the COR in developing the components of the plan in accordance with the building operating plan template provided by the COR or designee.

The building operating plan must be submitted as an electronic file (MS Word or searchable PDF) and two hard copies with regular updates that reflect current personnel, subcontractors, equipment, systems, and operating procedures. The Contractor must annually review and update the building operating plan and submit an electronic file (MS Word or searchable PDF) and two hard copies of the complete updated building operating plan on the anniversary of the contract start date of each contract year.

C.9.2 Components of the Building Operating Plan

The building operating plan must contain:

1. Contact information (local and corporate).
2. Description of staffing, responsibilities, and work schedules.
3. Standard operating procedures for operating building systems, to include as a minimum:
   a) Startup and shutdown times and procedures relative to various environmental conditions.
   b) Procedures to accommodate tenant overtime utility requests.
   c) Peak load demand management procedures (if applicable).
   d) Other operating strategies to maximize efficiency and minimize energy consumption.
   e) Descriptions of major mechanical equipment and sequences of operations for equipment systems.
   f) Locations of all major utility shutoffs, including gas, electric, and water.
   g) Locations of all electric rooms and a narrative of the areas served by each.
4. Tour procedures.

5. Maintenance schedules, procedures, and a reference to which preventive or predictive maintenance standards or guides the Contractor will use.
6. List of test equipment to be maintained onsite to support troubleshooting, sensor calibrations, etc.
7. A description of how building equipment data is maintained and updated in the CMMS. Service request and repair procedures, to include staffing and procedures for the service request function, if applicable.
8. Reference the location or incorporate contingency plans for:
   a) Loss of the Contractor's onsite personnel (i.e., strike, walkout, injury, abrupt resignation).
   b) Civil disturbance or other major security threat.
   c) Natural disasters, bombing, or other event that damages the building's structure or utilities.
   d) Floods, including flooding caused by plumbing breaks.
   e) Hazardous materials leaks or spills.
   f) Utilities.
   g) Inoperability and impairment of fire protection and life safety systems (including fire watch and impairment procedures (e.g., red tags, etc.).
   h) Other contingency plans as necessary to support the Government's continuity of operations planning for the site.
9. Description of Air Quality Management District and other environmental regulatory requirements (e.g., which rules apply to equipment in the building, which permits are necessary, inspection and certification requirements, etc.).
10. Description of demand response or utility curtailment programs in which the building participates, to include communications protocols and curtailment activities.

If the Contractor fails to submit a satisfactory building operating plan at the end of the startup phase, the Government may suspend payments until a satisfactory plan is submitted.

C.10. EQUIPMENT INVENTORY

The Contractor is responsible for maintaining and updating the inventory of building equipment, to include nomenclature, part number, serial number, manufacturer name, component name and other data as indicated in the template spreadsheets provided. If equipment is added, removed, or retrofitted as part of a project, the Contractor must update equipment data immediately upon project completion and report changes to the COR or designee. No less frequently than annually, the Contractor must review and validate accuracy of the inventory (which need not involve 100% re-inspection; for example, statistical sampling for accuracy combined with drawing review of projects completed during the year will suffice).

Requests for equitable adjustment pertaining to physical changes in building equipment must be submitted to the CO.

C.11. MONTHLY PROGRESS REPORTS

On a monthly basis, not later than the 5th working day of the subsequent month, the Contractor must submit to the COR or designee a monthly progress report describing the status of maintenance and operations as of the last day of the performance month. This report must include:

1. Status of all work orders that are deferred or otherwise incomplete (itemized list).
2. Summary of work orders completed during the month (summarized data does not need to be itemized by each work order) attached to the monthly report copies of reports from major maintenance activities (e.g., boiler or chiller annual maintenance, electrical testing, fire protection and life safety systems, etc.).
3. Explanation of any equipment, designed to be controlled by the BAS, operating in manual mode as of the end of the performance month, and of any other overrides to sequences of operations in effect as of the end of the performance month. Reference CMMS work orders.
4. Operating schedule changes (manual or programmed).
5. Itemization of all Additional Services and reimbursable work performed during the performance month or continuing to be in progress. Provide work status and expected completion date for all such work continuing in progress. Reference CMMS work orders.
6. Review of energy performance trends as of the end of the performance month and description of likely causes of significant changes from the same month 1 year prior (if applicable).
7. Explanation of any significant deviations from established system performance standards (if applicable).
8. Description of corrective actions being taken resulting from findings of water treatment lab reports, major maintenance reports, or other reports. Reference CMMS work orders.
9. Description of any operational or maintenance issues opened longer than the required timeframe as described in this statement of work, to include tenant complaints that derive from unresolved maintenance issues. Reference CMMS work orders.
10. Description of any lost time accidents or other safety problems, including incidents involving hazardous materials that occurred during the performance month.
11. Copies of quality control inspections performed during the month attached to the report. If this is documented using the CMMS, attach a CMMS printout of QC inspection work orders.
12. Miscellaneous hours used for the month. If this is documented using the CMMS, attach a CMMS printout.
13. List of major equipment out of service, including the date and time with estimated completion date. If this is documented using the CMMS, attach a CMMS printout of QC inspection work orders.
14. Copy of arrival and departure reports.

C.12. PERFORMANCE REVIEW MEETINGS

The Contractor must meet with the COR and other Government representatives, at the discretion of the COR, to review contract performance.

C.13. EQUIPMENT CONDITION ASSESSMENT

During the performance of the requirements of this contract the Contractor must note the condition and efficiency of building equipment and systems on an ongoing basis. Any equipment or systems that the Contractor determines are reaching the end of their life cycle must be brought to the attention of the COR or designee. When requested, the Contractor must complete and submit to the COR or designee an itemized equipment condition assessment with their recommendation for equipment or system upgrades or replacements, including a text description of each recommended upgrade or replacement and their estimate of project cost.

The equipment condition assessment reports must be produced in Word, Excel, or PDF format, as directed by the COR, and submitted electronically as an e-mail attachment as well as in hardcopy delivered to the COR or designee.

C.14. OCCUPANT FEEDBACK PROGRAM

RESERVED

C.15. REFERENCE LIBRARY

The Contractor must maintain a comprehensive reference library that includes building design or record documents, renovation or equipment retrofit design or record documents, maintenance reference documents, fire protection system as-built drawings, fire protection system operations and maintenance manuals with copies of approved submittals, fire protection system parts list, fire protection system zoning scheme, HVAC Operations Manual (if one has been developed), building operating plan, energy and other building technical studies, hazardous materials surveys, and other documents necessary to document the design, function, and condition of the building.

The Contractor must safeguard this information in accordance with the provisions of section H.6., Sensitive but Unclassified Building Information (SBU).

C.16. REVIEW OF DESIGN DOCUMENTS

Utilizing the most qualified onsite personnel familiar with the operations of the facilities covered under the scope of this contract, the Contractor must review design and construction project documents as requested by the COR or designee. Unless indicated otherwise design reviews are due 10 working days after receipt of the given submittal. The purpose of this review is to allow the Contractor to comment on any negative impact the proposed project may have on their ability to efficiently operate the building equipment or systems.

C.17. BUILDING MANAGEMENT SUPPORT SERVICES

The Contractor must provide reasonable and competent assistance during normal working hours to GSA personnel or other GSA contractors performing energy studies, engineering studies, building condition evaluations, project designs within the building, and other access needs. Such assistance must include escorting investigatory personnel through spaces in the building in accordance with building security requirements, explaining the operation and condition of equipment and systems to investigatory personnel, and providing access to trend data, maintenance records, reference library materials, and other pertinent building technical data to investigatory personnel. The COR or designee shall inform the Contractor as far in advance as possible of the actual date and time these services are needed. When requested to perform these services the Contractor will be compensated for the actual time required to escort the GSA personnel or contractor using the Additional Services provisions in the event that someone other than the Contractor's onsite staff is required.

C.18. INSPECTION ASSISTANCE FOR SPACE BUILDOUTS

When tenant improvement or space alteration work is completed in the building, the COR or designee may request that the Contractor inspect the space to verify that all offices have appropriate air supply and return ductwork and diffusers, and that lighting circuits have been adjusted as appropriate. Obvious problems or conditions that may potentially affect the efficient operation of the building or create a negative impact on the tenant must be immediately reported to the COR or designee.

C.19. EMERGENCY SHUTDOWN INSTRUCTIONS AND TOUR CHECKLISTS

Emergency shutdown instructions (including contact name and telephone numbers) and tour inspection checklists must be posted by the Contractor in all mechanical rooms and or electrical rooms, as applicable to the equipment in the given room. Such instructions and checklists must be posted in an accessible and conspicuous location.

C.20. LABELING OF ELECTRICAL SYSTEMS

C.20.1 Labeling of Electrical Circuits

The Contractor must establish and or maintain an electrical labeling program that addresses added or modified circuits. Electrical single line diagrams must be updated (by creating and maintaining a working copy of record documents, or best documents available at commencement of the contract) as necessary, using the original electronic file format.

C.21. OPERATIONAL REQUIREMENTS

C.21.1 General

The Contractor must provide building operations services for all systems covered by this contract, so as to maintain utilities services and environmental conditioning to tenants during normal working hours, and at other times as described in this document, so as to preserve the asset value of the facility and its systems and to otherwise minimize

operating costs to the Government without compromising other contract objectives or requirements. The Contractor shall be briefed on GSA's policy regarding overtime utilities to better understand what is considered standard and above standard services.

C.21.2 RESERVED

C.21.3 Continuity Of Operations (Coop)

The Contractor must operate the facility and participate in emergency operations to the fullest extent possible during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, severe weather, terrorist threats, contingency operations, and practice drills unless ordered to evacuate the building by a Government representative, emergency personnel, or the authority having jurisdiction.

The Contractor shall be responsible for developing an emergency operations plan within the building operating plan and must become thoroughly familiar with the Government's occupant emergency plan and other regional plans as applicable.

C.21.4 Tenant Environment

Lighting levels must be adjusted under the guidance of the COR where they can be adjusted without changing fixtures (e.g., tuning dimmable ballasts, de-lamping). The Contractor should note that while the PBS P100 establishes target lighting levels, light quality, specific tenant requirements, and other individual factors also have an impact on requirements.

Environmental standards must be maintained throughout normal working hours and equipment startup must be early enough to fully attain environmental conditions at the beginning of normal working hours. The Contractor must report significant changes in the operating conditions to the COR. If the building is capable of meeting the standards and changes deviate from ASHRAE Standards 55 and 62, such deviation must be explicitly reported to the COR.

C.21.5 Energy Conservation

The Contractor must operate equipment and systems as efficiently as possible without compromising service to the tenants. Failure to operate equipment prudently (e.g., unnecessarily setting demand peaks, simultaneously heating and cooling, operating equipment when not needed, overriding set point unnecessarily, or failing to correct underlying conditions) may result in deductions under the Payments clause. The Contractor must develop a Building Energy Conservation Use Plan. Where data is available, the Contractor must report monthly energy use as compared to the previous year and provide the reason for energy increase greater than 3 percent compared to the same period of the previous year. The energy use report also must identify measures to conserve energy, any operational or physical changes to the system, plant, or equipment, and optimization opportunities to reduce energy consumption or cost. The Contractor is expected to make full use of available analytical tools (e.g., interval meter data, BAS trend data) to diagnose problems and identify operational improvements.

The Contractor, in coordination with the COR or designee, must pursue the use of energy-efficient replacement parts and equipment items that will meet or exceed the requirements of this statement of work. Cost responsibility for using high-efficiency, energy-saving parts or equipment items will be assessed on a case-by-case basis. In cases where high-efficiency equipment is currently installed and requires replacement, the replacement part must be the most efficient in its class. Any rebates received from a service utility provider shall be assigned to the Government.

C.22. SYSTEM PERFORMANCE STANDARDS OR PROCEDURES

Systems and equipments will be operated to conform to performance standards established in the HVAC Operations Manual and other technical standards, unless the COR approves a deviation.

Refer to the National Archives and Records Administration (NARA) 1571 policy directive for archival storage standards.

C.23. SERVICE REQUESTS

C.23.1 General

The Contractor must respond to service requests and initiate corrective actions and identify any repair requirements during normal working hours. Service requests may originate from automated sources such as diagnostics programs as well as from GSA personnel, building occupants, inspectors, or others. The Contractor must respond to emergency service requests and callback response work requests at all times. The Government may transmit work orders to the Contractor for service request or emergency service request and callback response orally, by e-mail, by creation of a work order by a Government employee or representative, or by generating an automated work order. The Contractor must respond promptly to conditions indicating deficiencies in environmental conditioning, lighting, or condition of the facility or equipment. The Contractor must respond immediately upon receipt of notice of any condition that may negatively impact the operation of the facility.

C.23.2 Emergency Service Request and Callback Response

Emergency service requests and callback responses are service requests where the work consists of correcting failures that constitute an immediate danger to personnel or property, including but not limited to broken water pipes, stalled elevators with trapped passengers, electrical power outages, electrical problems that may cause fire or shock, gas or oil leaks, major air conditioning or heating problems, etc., or any work considered by the COR or designee to be of an emergency nature.

The Contractor must respond to emergency service request and callback response work requests immediately (within the shortest possible time consistent with the mechanic's location) during normal working hours and within 2 hours when the work request is made outside of normal working hours. The Contractor must remain on the job until the emergency situation has been secured and adequate temporary repairs

have been made. Permanent repair must be governed by the repairs provisions in this document. The Contractor must provide a written accounting of any emergency callback, to include costs incurred and plan for permanent correction of the problem, to the COR or designee the morning of the next working day.

C.23.3 Urgent Service Request Response

Urgent service requests are those service requests where the work consists of correcting failures that interrupt or otherwise adversely impact either GSA operations or building occupant operations. Examples of these types of service requests include, but are not limited to, inoperative electrical circuits, extreme temperature complaints, inoperative lighting above a work station, flush valve stuck open, any malfunctions to equipment that affect the operations of sensitive building occupants, or any work considered by the COR to be of an urgent nature.

The Contractor must respond to urgent work requests within **1** hour during normal working hours. The Contractor must remain on the job until the urgent repairs have been made. Permanent repair shall be governed by the repairs provisions within this document.

C.23.4 Routine Service Request Response

The Contractor must respond promptly to routine work requests and complete the required work within **2** hours of notification.

The Contractor must immediately notify the COR with a written extension request for extension if the **2** hour period will be exceeded. Where normal working hours end in less than **2** hours from receipt of the service request, the **2** hour period granted to the Contractor for service request completion shall constitute time from initiation of the service request to the end of normal working hours, plus such additional time the next working day so as to constitute **2** hours.

C.24. TOURS

C.24.1 General

The Contractor must tour major building equipment at set frequencies. Log sheets associated with major operating equipment must be completed at the time of tours. At the commencement of contract performance, CORs may direct the Contractor to include on the log sheets established design condition numbers for reference against actual readings at the time tours are performed. Paper log sheets need not be used for equipment monitored and data logged by the BAS, if such monitoring and data logging provides a sufficient database of operating data to allow for analysis of trends in equipment performance and troubleshooting. The Contractor must document all tours completed. All findings noted during the tour must be entered as remarks on the tour sheet and a work order must be initiated for corrective action by the Contractor.

C.24.2 Operating Logs and Tour Check Sheets

Operating logs and tour sheets must be maintained by the Contractor for major equipment. Information recorded on the logs must be adequate to track the operating hours and performance history of the equipment. Tour check sheets must be stationed at major points for building tours (for example, air handler rooms). These must be checked by the Contractor when tours are performed.

There must be either separate tour check sheets for each frequency of inspection or (preferably) different checklist columns on a standard tour check sheet for each frequency. Tour sheets must contain columns for major operating parameters and must indicate the tolerance bands for acceptable performance, where available.

C.24.3 Tour Frequencies

Minimum:

1. DAILY: Major HVAC equipment (when in operation), including boilers, chillers, cooling towers, pneumatic control air compressors, and air handler rooms. Fire alarm system control panels (fire alarm system control panels must not have any unwanted trouble conditions). Steam system reducing and regulating stations. Special HVAC for critical functions.
2. WEEKLY: Distributed HVAC equipment including package units and external condensers, pumps, motors, sewage ejectors, fire pumps, and generators.
3. TWICE PER MONTH: Battery systems and uninterruptible power systems (UPS).
4. MONTHLY: Transformers, secondary electrical rooms, switchgear and primary electrical equipment rooms, and condensate drip pans.

C.24.4 Condensate Pans

The Contractor must conduct inspections of the condensate drip pans of all air handling units, A/C package units, window A/C units, and other equipment items and or systems that physically have drip pans to ensure that they drain properly. Such inspections must be conducted in accordance with the tour program and be performed no less frequently than monthly. Pans that are not level or that leak must be reported to the COR. All drip pans must be treated with an appropriate biocide to control the growth of algae, etc. If any condensate pans are inaccessible, the Contractor must notify the COR or designee immediately.

C.24.5 Monitoring Of Central Plant Equipment

Where central plant equipment (chillers over 20 tons capacity, boilers over 10 pounds per square inch (PSI) is not (1) controlled through a sequence of operations programmed in a BAS, and (2) centrally alarmed with alarm paging, operational watch procedures, in addition to tour requirements specified elsewhere in this document, must be performed as follows:

1. Monitoring the starting, stopping, and loading of equipment.
2. Checking all operating equipment in the watch area every 2 hours.
3. Recording operating data in appropriate logs or records every 2 hours.
4. Making adjustments at the central control panel in response to changing operating conditions.

C.24.6 Leak Testing

Leak testing for refrigerants and natural gas shall be performed in conjunction with tours not less frequently than weekly unless sensors and alarm systems are installed and are performing this function. Installed leakage alarm systems shall be tested not less than monthly using appropriate test media to test the functionality of the sensors as well as the functionality of the alarm system. This testing shall be incorporated into the preventive maintenance program.

C.25. DEMAND RESPONSE PROGRAMS

The Government may participate in any of the available demand response programs or critical peak pricing tariffs administered by utilities, State agencies, or third-party administrators. If the Government participates in such a program and advises the Contractor of the requirements of the program, the Contractor must cooperate fully in the implementation of the program.

The Contractor must develop a curtailment program in consultation with the Government and subject to Government approval; the program must be described in the building operating plan. The Contractor must implement all Government approved curtailment measures (which might typically include turning off unnecessary lighting, shutting down designated elevators, implementing temperature setback programs, etc.) immediately on notification of a curtailment, in accordance with the plan. Failure to diligently manage systems in accordance with such programs may result in performance deductions under the Adjusting Payments clause for excess costs or loss of revenue to the Government.

C.26. BAS ALARM RESPONSE

The Contractor must maintain all BAS systems using qualified employees as applicable. BAS alarms must be treated as service requests and responded to accordingly. Any adjustments to set points to accommodate tenant comfort must be approved in advance by the COR or designee. Repetitive or associated alarms may be treated in the aggregate and tracked under the work order system established in the CMMS. Communications for alarms set up for remote notification must be tested on a reoccurring basis.

Not later than the end of the transition phase, the Contractor must identify for the Government all alarm points with originating point identification information (device ID, point number, description), so that the Government, at its discretion, may arrange for automatic generation of work orders from alarm conditions.

C.27. PROTECTION AND DAMAGE

The Contractor must make reasonable efforts to assist the Government to prevent hazardous conditions and property damage and to maintain security. The Contractor must promptly report such conditions or activities to the COR or designee or to security personnel.

The Contractor must protect Government property, buildings, materials, equipment, supplies, records, and data within the Contractor's control against unauthorized access, loss, or damage.

The Contractor must establish a system for onsite work force personnel to report potentially hazardous conditions in the building to the COR or other designated Government representative.

The Contractor and Contractor's employees and subcontractors must comply with the GSA's Rules and Regulations Governing Public Buildings and Grounds (as posted in the building) and must promptly report violations by employees, or as otherwise observed, to the COR or security personnel.

The Contractor must provide reasonable assistance to security or emergency response personnel as needed.

C.28. KEY CONTROL

The Contractor must follow the building's key control program. Keys issued to the Contractor or the Contractor's personnel or subcontractors must be signed for and not transferred to other personnel unless recorded in the key control log. The Contractor is financially liable for the cost of re-keying if keys are lost or not recovered from terminated employees or subcontractors.

C.29. DISRUPTIVE OR HAZARDOUS TOOLS

The COR or designee must approve use of impact tools and power-actuated tools during normal working hours. Burning or welding equipment may be used only with written permission from the COR or designee. A Welding and Burning Permit (GSA Form 1755 or equivalent) must be issued in advance for each day welding or burning is performed.

C.30. DISRUPTION TO UTILITIES, LIGHTING, OR SPACE CONDITIONING

Any work that will disrupt utilities, fire protection and life safety systems, lighting or space conditioning for building tenants must be scheduled and approved in advance with the COR or designee and is generally required to be performed outside of normal working hours.

C.31. PLUMBING AND RESTROOMS

Plumbing systems must be maintained, repaired, and kept functional to the point of service delivery as defined by the utility company. The Contractor must ensure all system drains, including storm drainage and roof drains, remain clear and unobstructed.

The Contractor must take any necessary steps to prevent odors emitting from drains or other plumbing systems into occupied space, to include keeping water in traps as appropriate.

The Contractor must clear toilet and sink blockages, as necessary. Such requests will be transmitted to the Contractor by the COR or designee through service request procedures.

C.32. MAINTENANCE PROGRAM

C.32.1 General

The Contractor is responsible for establishing an effective system for scheduling and performing scheduled preventive maintenance on all building equipment and systems requiring a preventive maintenance procedure covered under the scope of this contract. This system, including the list of items receiving a preventive maintenance procedure as well as the specific maintenance standard or guide describing the preventive maintenance procedure and frequency (see section C.32.2, Maintenance Standard, below), is to be submitted to the COR or designee for approval **10** days prior to contract start date.

C.32.2 Maintenance Standard

As part of the Contractor's established system for scheduling and performing scheduled preventive maintenance (See C.32.1, General, above), the Contractor must propose to the COR or designee, preventive or predictive maintenance standards or guides for each piece of equipment requiring a preventive maintenance procedure. The standards or guides must be based on the most rigorous of: (1) The Public Buildings Service Operations and Maintenance Standards (2008 Draft); (2) manufacturer recommendations; (3) current NFPA standards; (4) other specific standards stated herein. In the event of a conflict between NFPA and other standards for maintenance of fire protection or life safety equipment or systems, NFPA takes precedence. For maintenance of fire protection or life safety equipment or systems, work must be recorded using NFPA inspection and testing forms where available.

The equipment requiring Contractor proposed preventive or predictive maintenance standards or guides must include all of the building equipment when any of the following equipment characteristics apply:

1. The equipment normally requires periodic replacement of consumable components.
2. The equipment normally requires periodic or occasional cleaning.
3. The equipment has moving parts.
4. The equipment is prone to failure before overall obsolescence of the system it serves.
5. The equipment is of a type itemized in the NETA, Maintenance Testing Specifications.
6. The equipment requires maintenance in accordance with NFPA codes and standards.
7. The equipment has an associated IP addressable or programmable controller.
8. The equipment requires maintenance in accordance with any other provision of this Contract.

C.32.3 RESERVED

C.32.4 Pump Alignment

Within the first year of performance under this Contract, and at least every 2 years thereafter, the Contractor shall measure pump alignment using proper instrumentation,

and shall correct misalignments. The Contractor shall submit a letter report within 5 working days of completion of work.

C.32.5 Recalibration of Gauges, Pneumatic Systems and Electronic Sensors

No less frequently than annually, the Contractor shall recalibrate all analog gauges in HVAC systems.

Electronic/pneumatic sensors associated with HVAC systems shall be recalibrated annually. Data should be submitted to the COR in Excel format with the following fields as a minimum; DDC Point, BAS Value Displayed, Meter Value Displayed, Offset, Device Replaced, Date, Initials and Comments.

All electronic sensors shall be replaced or recalibrated in accordance with the Repairs provisions herein as out-of-tolerance data is noted.

C.32.6 Terminal Boxes

Air distribution terminal boxes (e.g., VAV boxes, mixing boxes, etc.), unless fan-powered, should not be maintained on a fixed preventive maintenance where the BAS is adequate to monitor and trend box performance. If there is such a BAS, terminal box maintenance shall be based on developing an acceptable protocol for monitoring box performance, and performing Repairs when needed. If the NIST VPACC VAV box application has been set up at the building, this will be used as the basis for VAV box maintenance. If this application has not been set up, GSA may set it up at any time during the course of the contract.

C.32.7 Control Systems

Control systems must be maintained as designed. The Contractor is responsible for all system hardware. The Contractor is responsible for keeping software functioning and for reloading software in computers or controllers as necessary. The Contractor is responsible for making set point adjustments as necessary and appropriate. The Contractor is not responsible for writing or modifying control programs, other than reloading programs and making operator level changes such as set point adjustments. The Contractor is not responsible for upgrading software.

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

The Contractor must not modify sequences of operation or control programs without prior approval of the Government.

The Contractor is responsible for notifying the Government if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use. The Contractor is responsible for retaining an adequate level of expertise to manage the control systems. If the Contractor does not have a manufacturer trained or equivalent BAS operator onsite, the Contractor must enter into a subcontract, including regular scheduled support (not merely support on a contingency basis); with a firm that has these skills.

Control system computers, routers, hubs, switches, and controllers that are located in electrical closets, telephone closets, and maintenance offices, or in accessible locations of mechanical rooms, must be put on small uninterruptible power systems (UPS) at no additional cost to the Government.

All computers networked with control systems must be maintained by the Contractor to the following minimum standards:

1. An approved antivirus software subscription must be kept in effect and the software used at all times.
2. If the network can connect to the outside through a broadband connection, an approved firewall must be used at all times.
3. An approved spy-ware protection program must be obtained and used.
4. Contractor personnel must be prevented from using the system to connect to Web sites not reasonably related to building operations.
5. Antivirus and spy-ware scans must be conducted monthly.
6. Windows (or other operating system) critical updates must be downloaded and installed monthly.
7. Complete data backup to a CD, DVD or flash drive, to include trend logs and control software, must be conducted whenever a software or programming change is made but no less frequently than monthly.
8. Disk drive maintenance to include defragmentation must be performed quarterly.

C.33. WATER TREATMENT

C.33.1 GENERAL

The Contractor must provide equipment, chemicals, and services (including application) required to control corrosion, scale, algae, and bacterial growth in all HVAC equipment and systems throughout the building. The Contractor shall be responsible for conformity with all pertinent local sanitation district regulations, air quality district regulations, and other environmental regulations. Water treatment must be performed and safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards.

C.33.2 Tolerances

Water must be kept within tolerance bands in accordance with the Public Buildings Service Operations and Maintenance Standards Draft appendix E.

C.33.3 Initial Report and Development of Program

The Contractor must perform a comprehensive initial water treatment analysis (laboratory analysis) within the first month of the contract to assist in developing the water treatment plan. The Contractor must propose a water treatment plan to be approved by the COR or designee.

C.33.4 Corrosion Monitoring

The Contractor must install coupon racks, or an equivalent electronic monitoring system for corrosion, in condenser water loops, heating hot water loops, and the building main chilled water loop, if not already present, not later than 30 calendar days after submission of the water treatment plan. The Contractor must propose the type and manufacture of the proposed coupon racks to be installed to the COR or designee for final approval before installation. If coupon racks are present the Contractor may use such existing equipment, but is responsible for bringing it into conformity with all requirements in this document. The minimum quantity of coupons and frequency of inspections must be described in the water treatment plan. Laboratory analysis of coupons must be no less frequent than quarterly for major systems (e.g., primary building condenser and chilled water loops, as opposed to specialized systems serving limited areas), and annually for other systems. As a minimum, two coupon racks must be installed for each loop, and used to monitor mild steel and copper.

Coupon racks will be the property of the Government upon installation. The Contractor shall have responsibility for maintaining (and if necessary replacing) the coupon racks for the duration of the contract. The liability threshold for repairs does not apply to this equipment; the Contractor has full responsibility.

Acceptable corrosion rates are established in the Public Buildings Service Operations and Maintenance Standards Draft. Molybdenum must not be used in GSA buildings.

C.33.5 Monthly Testing

The Contractor shall also draw a set of water samples monthly, for all HVAC water loops which are in active use during that season, for lab analysis. Tests shall be performed as described in the water treatment plan (which should be incorporated into the Building Operating Plan). The monthly samples shall be analyzed by a qualified laboratory, and a monthly report containing all pertinent information, relative to the conditions found, shall be submitted to the COR by the 10th calendar day of each month (to report results from the previous month). Tests to be performed as part of the monthly analysis shall be determined in the water treatment plan, but as a minimum should include pH, hardness, silica (open loops), conductivity, iron (closed loops), inhibitor levels, biocide levels, inhibitor levels. Raw (makeup) water shall be tested for hardness, conductivity and silica. Makeup water quantities used shall be tracked and reported. Types and quantities of chemicals used shall be tracked and reported.

Not later than the 15th calendar day of each month the results from the previous month shall be entered into the on-line system provided by GSA. All laboratory recommendations shall be recorded as corrective maintenance work orders in the CMMS, and appropriate action taken.

If the lab results demonstrate a discrepancy against results from the automated monitoring equipment, the Contractor shall investigate the discrepancy and repair equipment as necessary. Such discrepancies and investigative action taken shall be reported in the monthly report.

Where electronic monitoring provides test results with sufficient accuracy, monthly laboratory analysis may be omitted.

C.34. OIL ANALYSIS AND OIL CHANGES

C.34.1 Periodic Oil Analysis

Initial oil analysis for purposes of developing the oil analysis program shall be performed in time to incorporate the program into the Building Operating Plan. This initial analysis shall consist of analysis of oil in all engines (e.g., generators, engine-driven fire pumps), air compressors, and chillers of 50 tons or greater cooling capacity. Oil shall be analyzed in accordance with manufacturer's (or manufacturer's local representative's) recommendations. Refrigerant for all chillers of 50 tons or greater cooling capacity shall also be analyzed for oil entrainment and for moisture.

On the basis of results from the initial oil analysis, and manufacturer's recommendations, the Contractor shall develop, incorporate in the Building Operating Plan, and execute an oil analysis program. This program must describe periodic oil analysis, tests to be performed, diagnostic standards, and thresholds for oil changes.
The initial oil analysis reports shall be submitted with the Building Operating Plan.

The Contractor must establish and implement a periodic oil analysis program considering the results of the initial oil analysis and the manufacturer's recommendations. Documentation must include periodic oil analysis tests to be performed at least annually, diagnostic standards, and thresholds for oil changes. Oil analysis must be conducted to maintain a consistent methodology for data collection, analysis, and historical trending. Periodic oil analysis must include, but is not limited to, chillers of 50 tons or greater cooling capacity. Periodic oil analysis must be performed prior to annual maintenance requirements so that results may be considered in performing maintenance.

When testing is performed, the Contractor must submit a written report with the next monthly progress report. Where oil analysis indicates a need for corrective action, an appropriate work order must be created in the CMMS and the appropriate corrective action taken by the Contractor.

C.34.2 Oil and Refrigerant Additives

Oil and refrigerant additives must not be used without the permission of the COR.

C.35. LAMPS AND BALLASTS

The Contractor must replace failed lamps, to include appropriate ballasts if required, with products meeting the following standards, unless incompatible with building standard or not applicable to the type of fixture:

1. Color rendering index must be 85 or higher;
2. Ballasts must comply with standards of the NEMA Premium Ballast Program;
3. Lighting products must be Energy Star certified;
4. Lamp color must match that of the surrounding lamps.

The Contractor must establish and implement a lamping and ballasts recycling program for fluorescent tubes and light bulbs in accordance with Environmental Protection Agency (EPA) and GSA standards. All handling and disposal of mercury containing tubes and bulbs must be in compliance with Universal Waste Rule guidelines.

The Contractor must maintain the mercury content of all mercury-containing lamps below 75 pictograms per lumen hour, on weighted average, for all mercury-containing lamps acquired for the existing building and associated grounds. Screw-based compact fluorescent lamps may be excluded from this calculation if they meet the voluntary standards by NEMA. If the Contractor cannot find replacement lamps to meet this requirement while maintaining building standard lighting, the Contractor must immediately bring this to the attention of the COR. The Contractor must maintain documentation of all purchases of mercury-containing lamps and provide the information within the monthly progress report to the COR or designee.

C.36. ARCHITECTURAL AND STRUCTURAL SYSTEMS MAINTENANCE

The Contractor must maintain, repair, replace, modify, and restore all of the architectural and structural components of the building. In general, these components include walls, floors, doors, windows, docks, levelers, lighting, and all items that are part of or otherwise associated with them.

The Contractor must conduct routine inspection and minor maintenance and repair of interior and exterior architectural and structural systems components. All replacement items and parts must be either the same quality or better than the manufacturer's original parts.

The Contractor must perform all architectural and structural maintenance and repairs or replacements to the building interior and exterior extending to the legal property line. The Contractor must ensure the integrity of elements and materials in compliance with Federal, State, and national codes and standards (e.g., fireproofing materials, fire stopping, fire and smoke doors, etc.). The Contractor must ensure the building is free of missing components or defects that could affect the safety, appearance, or intended use of the facility or could prevent any electrical, mechanical, fire protection and life safety, plumbing or structural system from functioning in accordance with its design intent.

Repair and replacement work must be complete, including touch-up painting and operational checks. The quality of the work must ensure that repaired areas are fully compatible with and match adjacent surfaces or equipment. All replacement items must be consistent with design documents and match existing equipment in quality, dimension, and material, quality of workmanship, finish, and color.

Painting is considered "touch-up," for purposes of this contract, when it is to repair a specific damaged area of paint. Repainting to correct for normal wear and tear to painted surfaces over time is not required. Re-striping of parking areas, driveways, roads, and vehicle inspection areas is required where striping is damaged or worn in a specific location, but not for general wear and tear of a large area over time. Repairs to pavement are required where a specific location is damaged but not where an extensive area is degraded. Painting in mechanical areas needed for OSHA compliance, consistent equipment appearance, or other safety reasons is required.

C.36.1 Interior Signage and Directories

The Contractor must maintain and update building directories. The Contractor must repair damaged interior or exterior signage in accordance with the repairs provisions in this document. Other changes to interior or exterior signage may be ordered from the Contractor as reimbursable items under the Additional Services provisions in this document.

C.36.2 Finishes Maintenance

The Contractor must ensure finishes are maintained to the manufacturer's specifications and levels that preserve a professional appearance and the integrity of the protected surface.

The Contractor must provide touch-up paint on repaired surfaces that seamlessly matches the surface and condition prior to degradation and repair.

C.36.3 Locksmith

The Contractor will be required to furnish locksmith services on a reimbursable basis, under Additional Services provision of this contract. If the Contractor loses any keys, the contractor is responsible for changing out or retumbling all affected locks and must provide the appropriate keys at the contractors own expense.

C.36.4 Doors and Ramps

The Contractor shall maintain in a safe and usable condition doors such as garage and loading ramp doors, entrance doors, handicap entrance doors, sliding and swinging doors and adjustable loading ramps(power or manually operated.

C.36.5 Roof Inspections

The Contractor shall perform semiannual roof inspections in accordance with Public Buildings Maintenance Guides and Time Standards, and the manufacturer's and/or

installers instructions. The Contractor shall provide to the COR a written report, using a checklist provided by the COR, no later than 10 working days after the roof inspection. The Contractor is responsible for minor patches or flashing repairs following the Repairs provisions herein, so long as these are limited in scope. A generally deteriorated roof condition is not the responsibility of the Contractor, unless the Contractor damages the roof.

C.36.6 RESERVED

C.36.7 Vertical Transportation and Associated Equipment

The Contractor is responsible for maintaining and repairing vertical transportation equipment (VTE). Provisions herein specific to VTE maintenance and repair contain deviations from response times, repairs liability limitations and other provisions of more general applicability herein.

C.37. REPAIRS

C.37.1 General

The Contractor must perform reimbursable and non-reimbursable repairs as described in this document. Repairs are handled on a shared liability basis (See shared liability math example in C.37.3 Reimbursable Repairs). Relatively small value repairs (non-reimbursable repairs) are the responsibility of the Contractor in their entirety, and larger repairs (reimbursable repairs) must be approved and funded by the Government for the cost amount above the Contractor threshold. If damage is caused by Contactor negligence, the Contractor shall be liable for the full cost of repair, any other provisions notwithstanding.

The intent of this contract is to ensure that most repairs will be accomplished by in-house Contractor personnel. However, the Government recognizes that occasionally there are certain specialized repairs that require specialized skills outside the skill sets of the in house O&M personnel. If the Contractor identifies a repair that they believe is of such a specialized nature that a specialized subcontractor is required to properly complete the repair, the Contractor must provide written justification in advance, to the COR or designee, for approval of the need to use a subcontractor. The Contractor must not use subcontractors to perform non-reimbursable repairs unnecessarily or with the intent of driving up the repair cost so the Government must cover part of it. If approved, the cost of the subcontractor will be treated as a repair part and material cost for the purposes of calculating the repair threshold. The subcontractor's cost must be appropriate and approved in advance by the COR.

All repairs must use supplies, materials, and parts of the highest quality available that are appropriate for the repair of the given equipment or system. Any replacement parts used during the course of this contract must be of comparable or higher quality. Energy-consuming items must be the most efficient in their class. The Contractor must stock commonly used items and have a network of suppliers that will deliver ordered items without any delay. Any replacement motors must be of premium efficiency. Whenever

motors are replaced, motor size must be recalculated and replacement motor selection must reflect the appropriate size.

C.37.2 Non-Reimbursable Repairs

A non-reimbursable repair is a repair requiring no more than $1,000 in cost for repair parts and materials only (including any approved subcontracting costs). For this purpose, parts, materials and subcontract costs are calculated at cost only (no markup).

The value of labor performed by the Contractor's own employees is valued as follows:
(1) Where such employees perform the repair during their regular shifts and the Contractor does not incur additional labor costs to make the repair, the value of the labor for this purpose is $0.
(2) Where such employees are authorized and paid to work additional hours for the purpose of making the repair, the value of the labor is the Contractor's direct payroll cost for the labor (direct hourly pay plus cost of fringe benefits). No other overhead or profit markups may be applied. The hourly rates in the price schedule shall not be used for this purpose.

The cost of consumable parts and materials must not be calculated as part of the Contractor's repair parts and material costs. Non-reimbursable repairs are entirely the Contractor's responsibility with no reimbursement from the Government. Any repair required to be completed after normal business hours must be approved in writing by the COR in advance.

Non-reimbursable repairs must be completed within 24 hours of identification of the problem unless an extension is approved by the COR. The work order must be put into a status field to indicate the nature of any delay, with appropriate remarks.

C.37.3 Reimbursable Repairs

If a repair exceeds the non-reimbursable repair cost threshold established above and has been approved and verified by the COR or designee, it becomes a reimbursable repair. Reimbursable repairs are reimbursable to the Contractor, once approved by the COR or designee, for the portion (shared liability) of the cost exceeding the non-reimbursable threshold of $1,000. The cost of the repair is calculated using parts, materials and subcontract costs at direct cost without markup. The cost of consumable parts is not included in determining cost.

The value of labor performed by the Contractor's own employees is valued as follows:
(1) Where such employees perform the repair during their regular shifts and the Contractor does not incur additional labor costs to make the repair, the value of the labor for this purpose is $0.
(2) Where such employees are authorized and paid to work additional hours for the purpose of making the repair, the value of the labor is the Contractor's direct payroll cost for the labor (direct hourly pay plus cost of fringe benefits). No other overhead or profit markups may be applied. The hourly rates in the price schedule shall not be used for this purpose.

REPAIR SHARED LIABILITY EXAMPLE:

A repair is identified and estimated by the Contractor to cost $2,200.00 for repair parts and materials only. The COR or designee will verify and approve both the need for the repair and the $2,200.00 estimated cost of repair parts and materials. In this example, the Contractor will pay the first $1,000.00 of the repair and GSA will pay the remaining $1,200.00.

1. Total estimated approved cost for repair parts and materials to complete repair	$2,200.00
2. Contractor's shared liability amount to be subtracted (same amount as the non-reimbursable threshold)	- $ 1,000.00
3. Total to be paid by GSA to the Contractor for the repair	$ 1,200.00

The required completion date for reimbursable repairs must be established when the COR approves the work, as mutually agreed upon by the COR and the Contractor. The Contractor must attempt to complete work as promptly as feasible.

Immediately upon identification of a reimbursable repair, the Contractor must create a work order in the CMMS and defer it by putting it in a "hold" status pending approval to proceed.

C.37.4 Approval of Work

When the Contractor determines that a repair is needed that exceeds the non-reimbursable repair threshold, the Contractor must immediately notify the COR. The COR must issue an order to the Contractor before the Contractor may proceed with the repair.

The Contractor shall place the corresponding work order into a "hold" status from the time a valid proposal is given to the COR until the time an order is given to the Contractor. The time during which the work order is thus deferred will not count against the Contractor in calculating timeliness.

The Contractor must provide justification to the COR for using subcontractors to perform work. The COR may prohibit the use of subcontractors if the COR determines the Contractor is unnecessarily driving up the cost of the work and the Contractor's own employees have the skills necessary to perform the work.

C.37.5 Invoicing

The Contractor must invoice the Government for completed reimbursable repairs authorized orally, on a single itemized and consolidated invoice at the end of each month of performance unless the COR requests separate invoicing If the Contractor directly purchased parts or components, copies of receipts must be attached. Reimbursable repairs authorized by task order may be invoiced separately upon completion and acceptance of work. Invoices must also contain references to CMMS work order numbers.

C.37.6 Ordering Repairs from Outside Source

The Government reserves the right to order repairs from an outside source. If the repair is a reimbursable repair, the Government will inform the Contractor of the outside

source's price, and deduct $1,000 or the outside source's price, whichever is less, from the Contractor's payments.

C.37.7 Force Majeure (Uncontrollable Events)

Deficiencies or breakdowns caused by vandalism, misuse, abuse, or acts of God including natural disasters are fully reimbursable. The Contractor will be reimbursed under the Additional Services provisions described in this document or the Government will have the work performed by other means at no cost to the Contractor.

C.37.8 Warranties

The Contractor must contact installers or manufacturers, as appropriate, for work that is covered under a warranty and maintain records of warranty service. The Contractor must avoid actions that would invalidate a warranty, unless authorized by the COR. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor must immediately notify the COR or designee.

C.37.9 Quality of Materials and Replacement Parts

Replacement components and materials must be of similar or better quality than the components replaced, considering energy efficiency, operational characteristics, power quality, control and data acquisition, maintainability, and durability. The COR may require replacement of components with components from the same manufacturer to maintain consistency throughout the building.

Materials and parts that are visible to building occupants must be to building standard and maintain the same appearance as similar materials and parts in the occupied space.

Components of control systems must be replaced so as to maintain the tie-in to the control system with no degradation of data throughput, memory, point capacity, data acquisition, or programmability.

Motors must be replaced with premium efficiency motors as defined by the NEMA MG-1 standard or in compliance with local utility guide demand-side management rebate guidelines

Old transformers must be replaced with NEMA-rated class one efficiency transformers in accordance with the NEMA TP-1 standard.

Replacement of variable frequency drives must be done in accordance with recommendations found in NEMA, Application Guide for AC Adjustable Speed Drive Systems.

Energy Star-rated equipment must be installed where available and when there is no engineering or operational reason not to select an Energy Star product.

C.38. SAFETY AND ENVIRONMENTAL MANAGEMENT

C.38.1 General

The Contractor must comply with all Federal, State, and local laws and regulations that relate to the maintenance and operation of equipment and systems within the scope of this contract, to include permitting, inspection, and personnel safety, control of hazardous substances, certification, and recordkeeping.

C.38.2 Scheduling and Recordkeeping

The Contractor must maintain copies of all such tests, certifications, permits and other required records, and provide copies to the COR. In addition, all required safety and environmental tests, certifications, permits, and other procedures required in this document must be scheduled in the CMMS work order system and documented in the CMMS.

C.38.3 Refrigerant Control and Certification

The Contractor must control refrigerants and maintain records in accordance with EPA, GSA, and air quality management district standards. The Contractor must take appropriate immediate action and report leaks to the COR.

The Contractor must maintain and test refrigerant monitors and alarms and purge ventilation systems as part of the maintenance program. Testing must use appropriate media to test sensors as well as alarm circuitry.

Refrigerant control logs must be updated as required (and reviewed not less frequently than monthly), and a copy sent to the COR. The Contractor must also maintain a set of logs onsite and make this set of logs available to Government inspection.

Contractor employees who come into contact with refrigerants in the course of their duties must be certified to handle such refrigerants. If equipment containing chlorofluorocarbon (CFC) or hydro chlorofluorocarbon (HCFC) refrigerants is removed from operation under this contract, the Contractor must recover all refrigerant in the equipment, seal it in appropriate storage containers, reclaim and reuse it as directed by the COR, or dispose of it within EPA guidelines.

In the event of fines or penalties levied by the EPA or an Air Quality Management District, the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

C.38.4 Air Quality Management District (AQMD) Operating Permits

The Contractor must be familiar with the requirements of the local AQMD, and shall be responsible for obtaining operating permits for boilers, generators and other emissions-producing equipment regulated by the district and making copies available to the COR or designee. In the event of fines or penalties levied by an AQMD, the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

C.38.5 RESERVED

C.38.6 Polychlorinated Biphenyl (PCB) Control

The Contractor must inspect all transformers containing polychlorinated biphenyls (PCBs) and maintain records of such inspections in accordance with State, local, and EPA regulations. The COR or designee must be notified immediately if any such equipment is found to contain PCBs, or suspected to contain PCBs. Equipment verified to contain PCBs, except lighting ballasts, must be labeled as containing PCBs.

Any transformer leaks of PCBs must be reported immediately to the COR or designee. The Contractor must inspect all leaks in accordance with State, local, and EPA regulations. The Contractor must take immediate action to contain all leaks.

There may be light ballasts containing PCBs in the buildings covered by this contract. Replacement and proper disposal of all burned-out ballasts, including PCB ballasts, shall be the responsibility of the Contractor.

C.38.7 Hazardous Waste

The Contractor must be cognizant of, and comply with, all Federal, State, and local laws and regulations related to the disposal (landfill, sewer discharge, etc.) of hazardous waste and materials used or removed in the performance of the contract or discharged by the building, and must comply with all such requirements, including record keeping requirements.

Fluorescent lamps, batteries, and other items in any quantity subject to the Universal Waste rules for hazardous waste management and disposal must be recycled or disposed of properly.

C.38.8 Facility Hazards

The Contractor must assist in identifying facility health and safety hazards and report all hazards in writing to the COR on GSA Form 3614, GSA Notice of Unsafe/Unhealthful Workplace Conditions. The Contractor must take immediate action to control hazards that present an imminent danger.

C.38.9 Workplace Safety

The Contractor must develop a site-specific occupational safety and health program specifically addressing applicable components of 29 CFR 1910 and 29 CFR 1926. The safety and health program must be submitted to the COR or designee for review and approval 30 days after award. By approving the program, GSA assumes no responsibility for the Contractor's occupational safety and health program.

C.38.10 Electrical Safety

The Contractor must comply with NFPA 70 and 70E when working on or around electrical equipment or systems and use International Electrical Testing Association (NETA) certified employees when working on switchgear equipment. The Contractor will ensure that areas restricted to qualified personnel are secured and properly labeled.

The Contractor must ensure that employees who work on electrical equipment or systems are qualified for such work.

C.38.11 Fall Protection

The Contractor must develop specific fall protection procedures for work on roofs, equipment, and other areas at elevation. The Contractor must ensure fall protection equipment is provided to their employees and that employees are adequately trained.

C.38.12 Powered Platforms

The contractor must inspect, test, and maintain all permanently installed powered platforms in accordance with 29 CFR 1910.66, and provide copies of such certifications to the COR.

C.38.13 Lockout/Tagout

The Contractor must develop a lockout/tagout program in accordance with 29 CFR 1910.147. The program must include all anticipated energy sources, including but not limited to, electricity, steam, pressurized fluids, and mechanical energy. The Contractor must communicate the lockout/tagout program to all other affected contractors.

C.38.14 Confined Spaces

The Contractor must identify and label all confined spaces in accordance with OSHA requirements.

The Contractor must develop a confined space entry permit system for all permit-required confined spaces within 60 calendar days of commencement of the contract.

C.38.15 Asbestos Management

The Contractor shall be expected to occasionally perform Class III and Class IV asbestos work as defined in 29 CFR 1926.1101. The Contractor must be prepared to deal with asbestos on a small-scale, short-duration basis to effect emergency repairs and to clean up small spills. The Contractor must protect building tenants, visitors, and employees from asbestos exposure. The Contractor must comply with applicable OSHA regulations and all applicable Federal, State, and local asbestos regulations. The Contractor must immediately become familiar with, comply with, and recommend any appropriate changes to the Government Asbestos Management Plan for the building. Contractor personnel who perform the abovementioned work must have been appropriately trained in accordance with 40 CFR Part 763.

C.38.16 Hazardous Materials

The Contractor must make Material Safety Data Sheets (MSDSs) available to their employees in accordance with 29 CFR 1910.1200. MSDS must also be made available to the COR or designee on request.

The Contractor must prepare and submit a hazardous materials inventory as an appendix to the building operating plan. This must itemize all materials of a type as to be sold with an MSDS and approximate quantities stored or to be stored as well as the exact locations

where hazardous materials are to be stored. The inventory must be kept current and resubmitted annually by September 30 of each year.

C.38.17 Boiler/Pressure Vessel Operation and Inspection Standards

Boiler operation and inspections must be in accordance with applicable codes and regulations including but not limited to:

(1) ASME Boiler and Pressure Vessel Code.
(2) National Board Inspection Code.
(3) Environmental Protection Agency and local AQMD requirements.
(4) ASME CSD-1, Control & Safety Devices for Automatically Fired Boilers.
(5) NFPA 85, Boiler and Combustible Systems Hazards Code.

Boiler inspections must include internal and external (operating) inspections and tests described in chapter 2, Inspection of Boiler and Pressure Vessels, of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) or an equivalent approved form for each boiler inspected. The Contractor must have unfired pressure vessels with design operating pressure in excess of 60 pounds per square inch (psi) and a capacity in excess of 15 gallons inspected annually. The Contractor must complete GSA Form 350 (Inspection Report of Unfired Pressure Vessels) or an equivalent approved form for each unfired pressure vessel inspected. A GSA Form 1034 (Certificate of Inspection) or an equivalent approved form must be completed and posted on or near the equipment. Inspections must be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, who must be employed by an independent firm specializing in boiler and unfired pressure vessel inspections.

C.38.18 Backflow Prevention Devices

The Contractor must maintain all existing backflow prevention devices and certify them as prescribed by Federal, State, and local laws, ordinances, and regulations. If no local requirement exists, a certified inspector must inspect all existing backflow prevention devices on an annual basis and provide certification of proper operation to the COR or designee. While the Government will generally pass on to the Contractor backflow testing notices received from local water districts or other local authorities, the Contractor is responsible for timely completion and submission of such test results regardless of receipt of such notices.

In addition to other requirements, backflow prevention devices used on water-based fire suppression systems must be inspected, tested, and maintained in accordance with NFPA 25.

C.38.19 Potable Water Systems

The Contractor must comply with The Safe Drinking Water Act, PL 99-339, as amended, and the Environmental Protection Agency Safe Drinking Water regulations (40 CFR 141.43, sections A and D), which address the quantity of lead allowable in new installations or repairs to existing drinking water systems and or plumbing. Potable water systems that are repaired, modified, serviced, or breeched in any way must be disinfected and flushed as needed prior to returning the system to service.

C.38.20 Labeling and Signage

The Contractor must maintain the labeling of existing equipment, pipes, storage areas, containers, confined space, and workspaces as well as associated signage, in accordance with OSHA standards to ensure labels are visible and not obliterated. Any equipment, pipes, etc., newly installed by the Contractor require labeling and signage per OSHA standards must be labeled immediately upon completion of the installation and maintained throughout the contract period.

C.38.21 Posting Operating Instructions

Equipment operating instructions and tour inspection checklists will be posted in all mechanical rooms, as applicable to the equipment in the given room. For major mechanical rooms this may consist of a binder maintained in a conspicuous and accessible location. The operating instructions must correspond with operating instructions and sequencing of operations descriptions in the Building Operating Plan, and also must correlate with sequences of operations actually programmed in the BAS. Once the Operating Instructions have been placed they shall remain with the equipment at the end of the contract period.

C.38.22 Roof Anchorage Points

The Contractor must provide for an annual inspection of designated roof anchorage points by qualified personnel. Anchorages must be inspected in accordance with the anchor manufacturer's requirements and additional requirements contained in the installation certification. Copies of the inspection reports must be provided to the COR. If an area of suspicion is identified, the anchorage must be tagged "out of service" and immediately reported to the COR. ANSI/IWCA I-14 may be consulted for further guidance.

C.39. FIRE PROTECTION AND LIFE SAFETY EQUIPMENT AND SYSTEMS

C.39.1 General

All fire protection and life safety systems and equipment must be kept fully functional at all times, except for limited periods for maintenance with the COR's approval. The inspection, testing, repairs, and maintenance of all fire protection and life safety equipment and systems must be in accordance with the requirements in the applicable NFPA code or standard.

C.39.2 Fire Alarm System

Services include, but are not limited to, the performance inspection, testing, and preventive maintenance or 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 systems, speakers, horns, and other audible and visual devices, wiring circuits and junctions, all other alarm, detection and control and ancillary devices, and emergency power operations.

The Contractor must comply with all appropriate safety code requirements. If the Contractor encounters equipment that is in a condition that may endanger life or property, the Contractor must immediately notify the COR of the condition requiring immediate action. Within 24 hours the Contractor must provide to the COR a written report of the hazardous condition and recommended corrective action.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance in accordance with the current edition of NFPA 72.

All fire alarm system, inspections, tests, maintenance, alterations, and repairs performed under this contract must comply with the current edition of the NFPA 72 National Fire Alarm Code including all appendices. Anywhere NFPA 72 states "should," it shall be taken to mean, "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies and testing methods outlined in NFPA 72. Documentation of the above mentioned inspection, maintenance, and testing results must be recorded on the applicable Inspection and Testing Form from NFPA 72.

All fire alarm testing, with the exception of interconnected building functions, must be performed after normal working hours. Testing of the interconnected building functions, including, but not limited to, air handler shutdown, damper control, elevator recall, egress door unlocking, etc., must be performed during hours the interconnected equipment is active. The testing of the fire alarm system shall not be considered complete without the testing of interconnected equipment. The Contractor must provide a fire watch in areas left unprotected until the fire alarm system is completely restored during the performance of routine service and testing procedures. If the system cannot be restored through no fault of the Contractor's, a fire watch still must be provided until the system is restored, however the Contactor may seek reimbursement for the fire watch with the COR or designee. The Contractor must leave areas where they perform work neat, clean, and orderly.

IN NO CASE SHALL THE FIRE ALARM SYSTEMS BE LEFT IN A DISABLED CONDITION WITHOUT NOTIFYING THE COR!

Fire alarm system maintenance and repair may impact asbestos containing material (ACM). ACM is often found in sprayed-on fireproofing (on ceiling slabs and support beams), insulation (on pipes, valves, boilers), and within wall materials. The Government must inform the Contractor of any known ACM in an individual building. If the Contractor must disturb materials he suspects may contain ACM, the Contractor must immediately report it to the COR. The COR will investigate and instruct the Contractor on how to avoid an airborne asbestos exposure.

Fire alarm system maintenance and repair may impact lead-based paint. The Government must inform the Contractor of any known lead-based paint in an individual building. If the Contractor must disturb materials he suspects may contain lead-based paint, the Contractor must immediately report it to the COR. The COR will investigate and instruct the Contractor on how to avoid lead-based paint contamination.

The Contractor must ensure that the fire alarm system is maintained and operable at all times except while being tested or repaired. It is essential that the Contractor carefully schedule with the building manager all non emergency shutdowns of the fire alarm system and that back up protection be provided by the Contractor (arrangement of additional personnel stationed in the areas affected and at the fire alarm system control panel) any time that the fire alarm system is out of service for more than 4 hours. In addition, regardless of the duration of the shutdown, the affected portion of the system must be tested to ensure that the protection has been restored.

The Government reserves the right to make any test or inspection it deems necessary to make sure that all performance requirements are being maintained.

The Contractor must employ fire alarm system technicians who are certified by the National Institute for Certification in Engineering Technologies (NICET). Fire alarm system technicians performing contract work must meet the service personnel qualification requirements in the current edition of NFPA 72 and also hold at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Fire Alarm Systems. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to health, safety, or security of an installation. While onsite all Contractor personnel must possess current NICET certification.

C.39.3 Fire Alarm System Central Station Monitoring

The Contractor must provide and maintain a UL-listed central station monitoring service to monitor all fire alarm transmitters and related equipment. The Contractor must ensure all fire alarm systems are connected to the monitoring service. During any period when the central station monitoring is not operational, the Contractor must maintain a fire watch. If the Contractor believes the central station monitoring failure was through no fault of his own, the Contractor may request reimbursement for the fire watch from the COR or designee.

C.39.4 Water-Based Fire Suppression Systems

Services consist of, 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, pumps, and test headers.

The Contractor must comply with all appropriate safety code requirements. If the Contractor encounters equipment that is in a condition that may endanger life or property, the Contractor must immediately notify the COR of the condition requiring immediate action. Within 24 hours the Contractor must provide to the COR a written report of the hazardous condition and recommended corrective action.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance, in accordance with the current edition of NFPA 25, Inspection, Testing, and Maintenance of Water-Based Fire Extinguishing Systems, including appendices. All water-based fire suppression system testing must be performed after normal working hours unless approved otherwise by the COR.

All water-based fire extinguishing system inspections, tests, and maintenance performed under this contract must comply with the current edition of NFPA 25. Anywhere NFPA 25 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, and testing frequencies and testing methods outlined in NFPA 25. Documentation of the above mentioned inspection, maintenance, and testing results must be recorded on the applicable suggested form, as found in the current edition of NFPA 25.

IN NO CASE SHALL ANY WATER BASED FIRE SUPPRESSION SYSTEM BE LEFT IN A DISABLED CONDITION WITHOUT NOTIFYING THE COR!

Water-based fire extinguishing system maintenance and repair may impact ACM. ACM is often found in sprayed-on fireproofing (on ceiling slabs and support beams), insulation (on pipes, valves, boilers), and within wall materials. The Government shall inform the Contractor of any known ACM in an individual building. If the Contractor must disturb materials he suspects may contain ACM, the Contractor must immediately report it to the COR. The COR will investigate and instruct the Contractor on how to avoid an airborne asbestos exposure.

Water-based fire extinguishing system maintenance and repair may impact lead-based paint. The Government shall inform the Contractor of any known lead-based paint in an individual building. If the Contractor must disturb materials he suspects may contain lead-based paint, the Contractor must immediately report it to the COR. The COR will investigate and instruct the Contractor on how to avoid lead-based paint contamination.

The Contractor must ensure that the sprinkler system is maintained and operable at all times except while being tested or repaired. It is essential that the Contractor carefully schedule with the building manager and COR all non emergency shutdowns of the sprinkler system and that back up protection be provided by the Contractor any time the sprinkler system is out of service for more than 4 hours. In addition, regardless of the duration of the shutdown, the affected portion of the system must be tested to ensure that the protection has been restored. The Contractor must provide a fire watch in areas left unprotected until the water-based fire suppression system is completely restored to service during the performance of any routine service and testing procedures. If the Contractor believes they were not able to restore sprinkler service due to circumstance outside of their control, the Contractor may request reimbursement for that portion or the fire watch from the COR or designee.

The Contractor must leave areas where he performs work neat, clean and orderly.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize sprinkler system technicians who are certified by the National Institute for Certification in Engineering Technologies (NICET). Technicians performing services for the inspection, testing, and maintenance of the building's water-based fire protection systems in accordance with the contract must hold at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Inspection and Testing of Water-Based Systems. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to health, safety, or security of an installation. While onsite all Contractor personnel must possess the current NICET certification.

C.39.5 Fire Doors and Other Opening Protectives

Services consist of, but are not limited to, the performance inspection, testing and preventive maintenance of all fire door assemblies and other opening protectives.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests and maintenance or repairs in accordance with the current edition of NFPA 80, Standard for Fire Doors and Other Opening Protectives, including appendices. Anywhere NFPA 80 states "should", it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

C.39.6 Fire and Combination Fire/ Smoke Dampers

Services consist of but are not limited to, the inspection, testing, and preventive maintenance of all fire and combination fire/smoke dampers.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 80, Standard for Fire Doors and Other Opening Protectives, including appendices. Anywhere NFPA 80 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

C.39.7 Smoke Doors and Other Opening Protectives

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of all smoke door assemblies and other opening protectives.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of

NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives, including appendices. Anywhere NFPA 105 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

C.39.8 Smoke Dampers

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of all smoke dampers.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives, including appendices. Anywhere NFPA 105 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

C.39.9 Portable Fire Extinguishers

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of all portable fire extinguishers.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 10, Standard for Portable Fire Extinguishers, including appendices. Anywhere NFPA 10 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 10.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize technicians performing contract work involving the inspection, testing, and maintenance of portable fire extinguishers that meet the qualification requirements of the current edition of NFPA 10 and possess current training certification by the respective portable fire extinguisher manufacturers verifying competence to work on these units. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to the health, safety, or security of an installation.

C.39.10 Non-Water-Based Fire Extinguishing Systems

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of the following types of non-water-based fire extinguishing systems:

- Carbon dioxide extinguishing systems, NFPA 12, Standard on Carbon Dioxide Extinguishing Systems.
- Halogenated extinguishing systems, NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems.
- Dry chemical extinguishing systems, NFPA 17, Standard for Dry Chemical Extinguishing Systems.
- Wet chemical extinguishing systems, NFPA 17A, Standard for Wet Chemical Extinguishing Systems.
- Fire extinguishing systems, NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
- Clean agent fire extinguishing systems, NFPA 2001, Standard for Clean Agent Fire Extinguishing Systems.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance in accordance with the current edition of the applicable NFPA standards, including appendices. Anywhere an NFPA standard states "should," it shall be taken to mean "shall" The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standards.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize technicians performing contract work involving the inspection, testing, and maintenance of non-water-based extinguishing systems that meet the qualification requirements of the current editions of the respective NFPA standards and possess current certification by the respective manufacturers verifying competence to work on these systems. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to the health, safety, or security of an installation.

C.39.11 Smoke Control Systems

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of dedicated and non-dedicated smoke control systems.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests and maintenance or repairs in accordance with the current edition of NFPA 92A, Standard for Smoke Control Systems Utilizing Barriers and Pressure Differences, including appendices. Anywhere NFPA 92A states "should," it shall be taken to mean "shall" The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92A.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize technicians performing contract work involving the inspection, testing, and maintenance of smoke control systems who have been certified for inspecting, testing, and maintaining these components by the manufacturer or a nationally recognized trade training organization. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to the health, safety, or security of an installation.

C.39.12 Smoke Management Systems

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of smoke management systems.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 92B, Standard for Smoke Management Systems in Malls, Atria, and Large Spaces, including appendices. Anywhere NFPA 92B states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92B.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize technicians performing contract work involving the inspection, testing, and maintenance of smoke management systems who have been certified for inspecting, testing, and maintaining these components from the manufacturer or a nationally recognized trade training organization. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to the health, safety, or security of an installation.

C.39.13 Emergency and Standby Power Systems

Services consist of, but are not limited to, the inspection, testing, preventive maintenance, and exercising of equipment per the manufacturer's recommendations for the following types of emergency and standby power systems:

- Emergency power supply systems, NFPA 110, Standard for Emergency and Standby Power Systems.
- Stored electrical energy emergency and standby power systems, NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests and maintenance in accordance with the current edition of the

applicable NFPA standards, including appendices. Anywhere an NFPA standard states "should," it shall be taken to mean "shall" The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standards. The Contractor must optimize use for demand load shedding when applicable.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

C.39.14 Emergency Lighting and Exit Signage

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of emergency lighting systems, emergency lighting equipment, and exit signage.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 101, Life Safety Code, including appendices. Anywhere NFPA 101 states "should," it shall be taken to mean "shall" The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 101.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

C.40. MAINTENANCE AND REPAIR OF VERTICAL TRANSPORTATION EQUIPMENT

C.40.1 General

Maintenance and repair of vertical transportation equipment (VTE) shall be performed on a full service basis. Therefore certain requirements of VTE maintenance and repair deviate from and are more stringent than the general maintenance and repair requirements of this contract. Where there is a contradiction between the VTE requirements and other provisions of the contract, the VTE requirements take precedence as applied to VTE equipment and tasks. Likewise the repair liability thresholds established elsewhere in the contract do not apply to VTE repairs.

The Contractor shall, as specified herein, maintain, repair, test, and clean all the elevators, escalators, and dumbwaiter, including all related equipment and their accessories in compliance with ASME A17.1 Safety Code For Elevators and Escalators, A17.3 Safety Code For Existing Elevators and Escalators, ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts. All other codes and standards cross-referenced by the ASME standards apply. All errata, interpretations and revisions made to the ASME codes are incorporated into this contract upon publication. Other standards incorporated by reference into this contract (e.g., NEC) apply to VTE and associated equipment systems.

The ASME A17.2 Elevator and Escalator Inspection Manuals shall be used as a guide to establish that the equipment is operating safely.

In addition, the following documents shall establish minimum standards for preventive maintenance:

1) GSA, PBS, Public Buildings Service Operations & Maintenance Standards (2008 draft until final version is published).
2) R.S. Means' Means Facilities Maintenance & Repair Cost Data, Preventive Maintenance Section.
3) Manufacturer's recommendation.
4) The best practices of the trade or industry.

The Contractor shall submit proposed maintenance guides to the Contracting Officer's Representative (COR), for approval, when established guides do not currently address a specific piece of equipment requiring maintenance.

The Contractor shall develop a monthly schedule for periodic preventive maintenance (PM) of equipment and systems by dates and equipment. This schedule is based on the Equipment Inventory list and the frequencies and maintenance requirements contained in this specification. This PM schedule shall cover a one year period and be submitted to the Contracting Officer (CO) and COR for approval a minimum of five (5) working days prior to the start of the contract, and annually thereafter.

C.40.2 Computerized Maintenance Management System (CMMS)

Contract provisions elsewhere herein pertaining to use of the CMMS apply to VTE maintenance and repair, in addition to any additional reporting requirements specific to VTE.

C.40.3 Hours and Response Time

Provide unlimited response to service calls 7 days a week, 24 hours a day, within one hour of receipt of call. Emergency calls involving entrapments shall be responded to within 30 minutes. Immediately upon receipt of a call, the Contractor will notify the COR with the name of the technician dispatched and estimated arrival time.

Major repair work requiring team labor and more than two (2) hours for completion shall be covered during normal working hours.

The Government may request major repair work to be performed at times other than the normal business hours. This includes repairs, which would normally be completed, at no charge to the Government, during regular working hours. To minimize downtime and inconvenience to normal operations, the Government may request that any repair be completed at night, on the weekends, holidays, or at times other than normal business hours.

Removal of the elevators from service at any time shall be coordinated with, and approved by, the CO or COR.

C.40.4 Exceptions

Repairs required because of vandalism, or misuse of the equipment by anyone other than the Contractor, Contractor's employees, subcontractors, representatives, or agents, or other causes beyond the Contractor's control, are governed under the general provisions of this contract relating to vandalism and misuse rather than the specific VTE provisions.

Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car floor finish material, hoistway entrance frames, doors and sills, smoke detectors, cleaning of car interiors, exposed portions of sills, and the underground portions of the hydraulic elevator cylinder(s) and its related underground piping, are governed under the general provisions of this contract rather than the specific VTE provisions.

Lamps for car ceiling illumination are governed under the general provisions of this contract rather than the specific VTE provisions.

C.40.5 Parts Management

Provide parts inventory on-site. Critical replacement parts shall be immediately available through either on-site stockage or from local stock or suppliers. Minimum on-site stockage as specified herein or as practically necessary to meet the requirement for immediate availability shall be put in place on stock by first performance day of the contract.

In performing the above indicated work, Contractor agrees to provide parts used by the manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the COR.

Repairs for components or assemblies comprised of multiple parts shall be rebuilt to "as new" condition. No parts or vertical transportation equipment covered under this contract may be permanently removed from the job site without written approval from the COR. This does not include renewal parts stocked on the job by Contractor, which shall remain the property of the Contractor until installed for use on the equipment.

The Contractor shall store the replacement parts at the GSA building. At a minimum, of one of each size and type of the following parts shall be on-site and restocked by the Contractor.

1) Commonly used controller parts, relays, coils, and fuses.
2) Encoder parts.
3) Motor brushes and leads.
4) Solid state replacement boards for controllers and door operators.
5) Resistors, capacitors, and all other routinely used replacement parts.

C.40.6. Labeling and Cleaning

The Contractor shall keep all machine rooms and machine room equipment, car tops, hoistways, pits, and pit equipment clean, free of rust, and properly labeled. Permanently

label all Code required data, information, and numbers on equipment per ASME A17.1 and ASME A18.1 Codes.

C.40.7 System Performance Requirements

Contractor agrees to maintain the originally specified or manufacturer's recommended performance requirements of the vertical transportation equipment and in compliance with the applicable ASME A17.1 Safety Code for Elevators and Escalators and ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts.

Floor-to-floor times are measured from the time the doors start to close, for a typical one-floor travel, until the elevator is approximately level with the next successive floor, either up or down, and the doors are ¾ open.

Door opening times are measured from the start of car door opening until the doors are 1" from the fully open position.

Door closing force shall be measured with the doors at rest between 1/3 and 2/3 closed.

Stopping accuracy shall be measured under all load conditions.

Variance from rated contract speed, under any loading condition, shall not exceed +/- 3%.

C.40.8 Code Required Inspections and Tests

The Contractor shall perform equipment tests and inspections of all equipment including, but not limited to, no-load, slow-speed test of car and counterweight safeties, governors and buffers; monthly Firefighters' service operational tests, standby power operation test and 5-year, full-load, full-speed tests on safeties, governors and buffers, etc., in accordance with the ASME A17.1 Safety Code for Elevators and Escalators and ASME A18.1 Safety Code for Platform Lifts and Stairway Chairlifts.
The Code specified intervals for the safety tests and inspections (Periodic = Annual, Routine = Semi-annual, and 5-year full load) performed pursuant to ASME A17.1 and ASME A18.1 shall be performed under the observation and guidance of an independent Q.E.I./Certified Elevator Inspector provided or hired separately by the Government. The Government shall contact the Contractor regarding scheduling of safety inspections; the Contractor shall provide a mechanic (or as many as needed to perform the tests) and accompany and assist Q.E.I./Certified Elevator Inspectors, as requested by the Government. The Contractor shall provide uninterrupted assistance to the Q.E.I./Certified Elevator Inspector during the testing and inspection periods.
The Contractor is responsible for pre-testing sufficient to ensure that all the vertical transportation equipment is in proper operating condition prior to the scheduled inspections and tests with the Q.E.I.

The Contractor shall correct all deficiencies noted under such safety inspections at Contractor's expense within 15 days. Safety or emergency items shall be corrected immediately.
The Contractor is to ensure that all safety devices, switches, elevator phones, two-way communication systems, and related equipment operate properly and are tested regularly.

ASME A17.1 Safety Code for Elevators Inspection and Testing Requirements:

No. of Units	*Routine (semi-annual)*	*Periodic (annual)*		*5-year load tests*
Hydraulic elevators (2)	*June*	*December*		*December 2013 and 2018*

**See Exhibit 1 for the building's vertical transportation equipment inventory data sheet with the ASME A17.1 and ASME A18.1 safety code inspection schedules.

C.40.9 Log

The Contractor's personnel performing VTE maintenance and repairs shall sign in and out on the maintenance work log and GSA Form 139 at a location in the building to be determined by the COR in addition to maintaining records using the CMMS . All Contractors' personnel shall sign in upon arrival at the building and sign out prior to departure. The log shall include all entries for routine maintenance and repair, including supervisor's surveys. Entries shall include date work is completed, elevator mechanic's and/or supervisor's name, and a brief description of work completed. The elevator mechanic must identify the elevator worked on by number and use (example: service elevator #7, judges' elevator #9, etc.).

C.40.10 Maintenance of Record Wiring Diagrams

The Contractor shall maintain Government's complete set of straight-line wiring diagrams showing "as-built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades. The Government may reproduce these "as-built" drawings and retain sole possession of these drawings in event contract is terminated. Drawings shall be consistently modified with "as-built" conditions and reflect any changes or modification to circuits resulting from control modifications parts replacement or equipment upgrades made by the Contractor during the term of this contract. When this contract expires, the Government will withhold final payment until the proper sets of wiring diagrams are provided.

C.40.11 Supervision of VTE Work

The Contractor shall assign a field supervisor to review work performed by their elevator mechanic(s) assigned to the building. Field visits and reviews are required at least monthly. The frequency of the field supervisor's written performance reports will be determined by the COR. The Contractor's supervisor shall submit a written report to the Government covering performance measurements and all maintenance deficiencies. Review deficiencies with Government and establish schedule for remedial action. Contractor shall identify and correct deficiencies in the quality of service and level of

performance before it becomes unacceptable to the Government and before Government inspectors point out the deficiencies. The field supervisor will be available to discuss performance, review of past performance, and attend general meetings to assist the Government representatives.

C.41. MISCELLANEOUS WORK

The Contractor must provide **40** hours and up to **$250.00** of parts and supplies per calendar month (hours and dollar amounts are not cumulative to succeeding months) when requested by the COR, to accomplish discretionary work in the buildings covered by this contract. The Contractor must furnish the labor, tools and consumable materials as necessary to perform the work. Miscellaneous work may be required for work that makes use of any of the trades normally employed in performing operations and maintenance services under this contract and does not include tasks associated with the performance of services covered under the scope of this contract.

The Contractor must create and process CMMS work orders for all miscellaneous work, and accurately record hours of labor expended.

C.42. CRITERIA FOR DEDUCTIONS

C.42.1 Deduction for Inoperable VTE Equipment

If any equipment is shut down for more than 24 continuous hours (except for prescheduled repairs), the monthly maintenance service price for that equipment shall be deducted (prorated) until it is restored back into service.

D. PACKAGING & MARKING

D.1. PAYMENT OF POSTAGE AND FEES

The Contractor shall pay for all postage and fees related to submitting information, including forms, report, etc., to the Contracting Officer or the Contracting Officer's Representative.

D.2. MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number, and the identification of the building(s) covered by the Contract.

E.1 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

(a) DEFINITIONS - "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

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

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

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

E.2. QUALITY ASSURANCE

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

1. Review and, if warranted, reject any reports or other submittals required from the Contractor;
2. Review performance and service records, including but not limited to BAS data, CMMS data, and any computerized or hardcopy records maintained by

the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;

3. Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before the Government must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.
4. Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;
5. Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.
6. Perform inspections with Government personnel or independent third-party inspectors.

Contractor performance will be evaluated on the basis of the performance success or deficiencies (which may involve M&V methods), success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation which is less than satisfactory even if the Contractor takes corrective action.

The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the Government will not constitute a waiver of or excuse from contract requirements.

The Government may implement or change Quality Assurance measures at any time during the term of the contract.

[redacted]

F.1. PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at:

- **Leo J. Ryan National Archives and Records Administration**
- **1000 Commodore Drive**
- **San Bruno, CA 94066**

TERM OF CONTRACT

2-Year Base and (2) 1-Year Options. After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services for a **two-year period**, subject to the availability of appropriations (see the clause 552.232-73 AVAILABILITY OF FUNDS (SEPT 99), Part II, Section I), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about**June 1, 2011.**

OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government shall have the unilateral option of extending the term of this contract for **two** consecutive additional periods of **12** months each (see clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (MAR 2000)). The same terms and conditions contained in this contract shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least (30) calendar days prior to the expiration of the contract.

The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subjected to the default provisions of this contract.

SPECIAL REQUIREMENTS FOR SUBMITTALS

Submittal requirements are described throughout the Contract in the pertinent sections. Unless otherwise indicated submittals shall be submitted in one copy to the COR.

The Building Operating Plan shall be submitted as follows:
1 bound paper copy to the COR.
1 electronic copy to the COR.
1 electronic copy to GSA 9P3PMFT,
450 Golden Gate Ave, 4th Floor East, Attention: Mr. Victor Gomez.

Monthly reports shall be submitted as follows:
1 paper copy to the COR.
1 electronic copy to the COR.
1 electronic copy to GSA 9P3PMFT
450 Golden Gate Ave, 4th Floor East, Attention: Mr. Victor Gomez.

The Initial Deficiency List shall be submitted as follows:
1 paper copy to the COR.
1 electronic copy to the COR.
1 electronic copy to GSA 9P3PMFT,
450 Golden Gate Ave, 4th Floor East, Attention: Mr. Victor Gomez.

Other reports required herein shall be submitted to the COR.

Electronic copies shall be in MS Word or PDF format, except for attachments that are scanned.

Submittals associated with work orders (e.g., water treatment reports) shall be uploaded in the CMMS with the work order. Paper reports shall be scanned to produce an electronic document for this purpose; in such cases, resolution shall be sufficient to read the document but not excessive so as to consume unnecessary computer memory.

OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract (see clause 52.217-8 OPTION TO EXTEND SERVICES [NOV 1999]) . These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the contract.

TERMINATION

The Government reserves the right to terminate the contract under the Termination for Convenience clause found under FAR 52.212-4(l) at any time.

G.1. PAYMENT

Payment will be made on a calendar month basis in arrears upon submission of an invoice. GSA's standard payment terms are net 30 days. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month. It is the objective of the Government to obtain complete and satisfactory performance with the terms of the specifications and requirements of this contract.

G.2. PLACEMENT OF ORDERS FOR ADDITIONAL SERVICES

When Additional services are required, the COR will place an order. In emergency conditions only, oral orders may be placed, provided the order total is $3,000 or less. Any oral order must be confirmed with a GSA acquisition document within 24 hours of request. All orders, which exceed $3,000, must be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish either a fixed price for the work indicated, or a maximum Contractor compensation.

G.3. PAYMENT INFORMATION

Information is available at the GSA Finance center web site, www.finance.gsa.gov, to assist with payment inquiries and other payment-related matters.

G.4. SUBMISSION OF INVOICES:

G.4.1. BASIC SERVICES

Invoices for Basic Services shall be submitted on the first of each month to:

GSA Finance Center
GSA Fund 192
Accounts Payable Branch, 7BCP
P. O. Box 17181
Fort Worth, Texas 76102

G.4.2. ADDITIONAL SERVICES

Each invoice for Additional Services shall be submitted to the appointed COR and shall reference the contract number, the delivery order number, the ordering official, and

information describing the work performed. The COR may require attachment of substantiating documentation and joint inspection before processing payment.

G.5. SUSPENSION OF WORK

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, under construction, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., reductions will be computed as follows:

A. The reduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by 21 days per month.

B. The reduction rate in dollars per day multiplied by the number of days services were not provided or required. In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the contractor is compensated for services provided.

NOTE: Reductions will not be assessed on those days in which services are not required by the Government because the building(s) is closed due to unanticipated holidays, declared by the President, ***PROVIDED****, that payment to employees for such holidays is required in accordance with the wage determination applicable to this contract.*

G.6. COPIES OF THE CONTRACTOR'S PAYROLLS

Upon request in writing by the Contracting Officer, the Contractor shall within five working days, furnish a certified copy of the last payroll prior to date of said request. This payroll shall reflect payments for all contract's employees working under this contract during the payroll period. The Contracting Officer may request copies of any or all payrolls during the life of the contract.

H.1. SECURITY

H1.1 SECURITY REQUIREMENTS AND PERSONAL IDENTITY VERIFICATION PROCEDURES (NON-CLASSIFIED CONTRACT)

Clarification of Notice to Proceed – "Notice to Proceed (NTP)" is the authorization for Contractor employee(s) to access GSA controlled space and to start work ***AFTER*** meeting the Government's clearance and acceptance procedures, including the approval of the Quality Control Plan and Work Schedule Plan. The Contractor is not authorized to start work until the Notice to Proceed has been issued by the Contracting Officer.

The Contractor shall comply with directions provided by the Contracting Officer (CO) regarding all security requirements. All contract employees shall receive a favorable suitability determination, security clearance, and/or meet all security requirements, prior to reporting to work or performing work under this contract. Employees that can not obtain a favorable security determination, security clearance, or meet security requirements, will not be allowed to work in the Government building.

If the Contracting Officer or his/her representative receives an unfavorable or unsuitable report on any employee, or if the Contracting Officer's Representative finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the Contractor shall be advised immediately that such employee will not be allowed to work or be assigned to work under the contract.

The Government has full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance shall not be considered, as assurance that full clearance will follow. The granting of either temporary or full clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.2. GSAR 552.237-70 QUALIFICATIONS OF OFFERORS (MAY 1989)

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

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

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

H.3. GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

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

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.4. SUITABILITY DETERMINATIONS

(a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required 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 badging, and escorted entry, as applicable.

(b) 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.

(c) 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 badging, and escorted entry, as applicable.

(d) 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.

(e) 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.

(f)The Contracting Officer 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.

(g) 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.5. COMPLIANCE WITH SECURITY REQUIREMENTS

(a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.

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

H.6. IDENTIFICATION CREDENTIAL

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

(b) 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.

(c) 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.

(d) 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.

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

H.7. STANDARDS OF CONDUCT

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

responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. No smoking is allowed in the building.

H.8. REMOVAL FROM CONTRACT WORK

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

(b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

(c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.

(d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

H.9. SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a "need to know" basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

H.10. RECORDING PRESENCE

Each contract employee must 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 COR.

H.11. GOVERNMENT FORMS

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

H.12. OTHER CONTRACTORS

The Government may undertake or award other contracts for additional work, and the Contractor must fully cooperate with such other Contractors or Government employees. The Contractor must carefully schedule his own work, in conjunction with the additional work, as may be directed by the COR. In addition, the Contractor must not commit or

permit any act that will interfere with the performance of work by another Contractor or by Government employees.

H.13. ORDINANCES, TAXES, PERMITS, AND LICENSES

Without additional expense to the Government, the Contractor must 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 must obtain and pay for all permits and licenses governing performance under the contract.

H.14. DISCREPANCY IN THE SPECIFICATIONS

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

H.15. AFFIRMATIVE PROCUREMENT PROGRAM (APP)

As a Federal procuring agency, GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002 and Letter 92-4 and Executive Order (EO) 13423, Strengthening Federal Environmental, Energy, and Transportation Management, to procure and use products containing post consumer content (recycled material) environmentally preferable and bio based products. RCRA Section 6002 and Letter 92-4 require Federal agencies to develop and implement an Affirmative Procurement Program to facilitate the procurement of these products.

H.15.1 Affirmative Procurement Products

In addition to the regulatory requirements specified in section C of the specification, the Contractor must consider the following practices and sources:

- Cleaning chemicals or materials, which must be selected with consideration for minimizing the impact on both human health and safety and reducing other potential environmental impacts.
- Cleaning tools, equipment, and supplies, which must also be selected with regard to health and environmental considerations.
- Cleaning processes, work practices, and procedures that minimize worker and building occupant exposures and contribute to the promotion of environmental stewardship.
- Products designated as environmentally oriented in the GSA Federal Acquisition Service (FAS) Environmental Products and Services Guide. This guide is available on the FAS Environmental Home page at http://gsa.gov/enviro.
- Cleaning products that meet the Green Seal GS-37 standard where applicable, or if GS-37 is not applicable (e.g., for products such as carpet cleaners, floor finishes, or strippers), products that comply with the California Code of Regulations maximum allowable Volatile Organic Compounds (VOCs) levels.
- Disposable janitorial paper products and trash bags that meet the minimum requirements of U.S. EPA's Comprehensive Procurement Guidelines.

- Low Environmental Impact Pest Management practices and Low Environmental Impact Cleaning Equipment practices.

The Contractor must provide quarterly reports that document the purchase and use of the products listed above.

Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program Web site at http://yosemite1.epa.gov/oppt/eppstand2.nsf or information published by the Office of the Federal Environmental Executive at http://www.ofee.gov/gp/gp.htm.

H.15.2 Recycled Content Product Certification

In accordance with FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the Contractor must provide the required certification and estimate at contract completion. In addition, interim annual reports estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post consumer material content, must be provided by the Contractor **not later than November 1 of each year**, with data for the preceding 12-month period ending September 30.

H.16. ASBESTOS AWARENESS TRAINING

The Contractor must ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with CFR 40-763 and 29 CFR 1910. The Contractor must follow all instructions for each asbestos class job as outlined in 29 CFR 1910. 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 COR within 5 days of the completion of training.

H.17. UNIFORMS

All trade workers must wear a uniform with the Contractor's logo while working within the building.

H.18. PERSONNEL QUALIFICATIONS

H.18.1 Onsite Supervisors

The term "onsite supervisor" means a person designated in writing by the Contractor who has authority to act for the Contractor on a day-to-day basis at the work site. In order to be able to react instantaneously to emergency situations, the Contractor must provide for instant communication between the GSA office and the onsite supervisors during normal operation time (e.g., two-way radios, pagers).

The Contractor must designate a minimum of one individual during each shift (when multiple shifts are required) who shall have operational authority on the job site (while work is being performed).These individuals may be classed as working supervisor if so desired by the Contractor and may perform the functions of mechanic and supervisor concurrently.

H.18.2 Qualifications of Project Manager and Onsite Supervisory Personnel

The project manager is a person, designated in writing by the Contractor, who has complete authority to act for the Contractor in every detail during the term of the contract. The Project Manager must have the authority to accept notices of deductions, inspection reports and all other correspondence on behalf of the Contractor. The Project Manager's physical location and availability must be satisfactory to the COR Officer or Representative. The Project Manager must possess at a minimum at least 5 years of recent (within the past 7 years) experience in the management and supervision of building mechanical maintenance operations for buildings of the approximate size and characteristics of the buildings to be covered by this contract. A detailed resume containing the information specified in this document must be submitted to the COR for approval prior to the assignment of the project manager to the contract. Both new and replacement project manager's must meet these qualification standards. Minimally the resume must contain:

(1) The full name of the proposed project manager.
(2) A detailed description of the previous 7 years' employment history of the proposed project manager.
(3) The names and addresses of the companies for whom the proposed project manager worked for the past 7 years, along with the names and telephone numbers of the immediate supervisors.

The onsite supervisor is a person, designated in writing by the Contractor, who has complete authority to act for the Contractor on a day-to-day basis at the work site. The onsite supervisor must have the authority to direct the workforce and the work to be accomplished under this contract on behalf of the Contractor. The onsite supervisor's physical location must be at the work site. When multiple shifts are required, the Contractor must designate a minimum of one onsite supervisor for each shift.

The onsite supervisor must also possess at least 5 years of recent (within the past 7 years) experience in directing operation and maintenance of equipment in a supervisory capacity for equipment of the approximate size, complexity, and other characteristics of the equipment to be operated and maintained under this contract. A detailed resume containing the information specified in this document must be submitted to the COR for approval prior to the assignment of any supervisor to the contract. Both new and replacement onsite supervisors must meet these qualification standards. Minimally the resume must contain:
(1) The full name of the proposed supervisor.
(2) A detailed description of the previous 7 years' employment history of the proposed supervisor.
(3) The names and addresses of the companies for whom the proposed supervisor worked for the past 7 years, along with the names and telephone numbers of the immediate supervisors.

H.18.3 Qualifications of Technicians

All personnel engaged in the work to be accomplished under this contract, except for general maintenance workers and laborers, must possess at least 5 years of recent (within the past 7 years) experience in the operation and maintenance of equipment and systems comparable in complexity to systems covered by this contract. All personnel must possess all certifications and licenses required by
State and local jurisdictions.

H.18.3.1 Qualifications of Fire Alarm System Technicians

All fire alarm system technicians must be certified by the National Institute for Certification in Engineering Technologies (NICET). Fire alarm systems technicians performing contract work must meet the service personnel qualification requirements in the current edition of NFPA 72 and also hold at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Fire Alarm Systems. Additionally, technician must have experience in the past 5 years in fire alarm system testing, repair, maintenance, installation, and related activities for buildings and equipment comparable to the buildings and equipment covered by this contract.

Technicians modifying the fire alarm control panel of systems must be factory trained and currently certified for the operating system, including software version, of the particular fire alarm system and must provide documentation of this certification to the COR.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

H.18.3.2 Qualifications of Sprinkler System Technicians

All sprinkler system technicians must be certified by the National Institute for Certification in Engineering Technologies (NICET). All technicians performing services for the inspection, testing, and maintenance of the building's water-based fire protection systems in accordance with the contract must hold at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Inspection, and Testing of Water-Based Systems. Additionally, the technician must have experience in the past 5 years in inspecting, testing, and maintaining of water-based fire protection systems.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

H.18.3.3 Qualifications of Dry Chemical and Wet Chemical Technicians
Technicians performing contract work involving the inspection, testing, and maintenance of dry chemical or wet chemical fire protection systems must meet the qualification requirements of the current editions of NFPA 17 and NFPA 17A, respectively, and also possess current certification by the respective chemical fire protection system manufacturers verifying competence to work on these systems. Additionally, technicians must have at least 3 years of experience (in the past 5 years) in the chemical fire protection system testing, repair, maintenance, installation, and related activities of buildings and equipment comparable to the buildings and equipment covered by this contract.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

H.18.3.4 Qualifications of Portable Fire Extinguisher Technicians
Technicians performing contract work involving the inspection, testing, and maintenance of portable fire extinguishers must meet the qualification requirements of the current edition of NFPA 10 and also possess current training certification by the respective portable fire extinguisher manufacturers verifying competence to work on these units. Technicians must have the appropriate service manuals, the proper types of tools, recharge materials, lubricants, and manufacturer's recommended replacement parts or parts specifically listed for use in each fire extinguisher. Additionally, technicians must have at least 3 years of experience (in the past 5 years) in the portable fire extinguisher testing, repair, maintenance, installation, and related activities of buildings and equipment comparable to the buildings and equipment covered by this contract. These requirements do not apply to persons performing monthly inspections to determine if the unit is in

place, charged, and ready for use, if the person has been trained to do so by a competent fire protection technician, maintains the required records, and has a means to promptly request service from a portable fire extinguisher maintenance and service technician for any deficiencies found.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

H.18.3.5 Qualifications of Smoke Control and Smoke Management Technicians
Technicians performing contract work involving the inspection, testing, and maintenance of smoke control and smoke management systems must provide a training certification for inspecting, testing, and maintaining these components from the manufacturer or a nationally recognized trade training organization. Additionally, the technicians must have at least 3 years experience (in the past 5 years) in the inspection, testing, and maintenance of smoke control and smoke management systems.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

H.18.3.6 Qualifications of BAS Technicians
All personnel involved in the operation, adjustment and maintenance of all BAS systems including energy management systems must be trained and qualified. The Contractor must provide to the COR or designee documentation of the level of experience, including any certificates of training, for all employees who will be involved in this function.

H.18.4 Submission of Resumes for New Employees
The Contractor must submit to the COR the resumes of all personnel prior to such personnel before they begin work during the performance periods of the contract. The COR may deny permission to employ personnel if qualifications indicate a material

degradation from the skill levels indicated in the Contractor's proposal for the contract, or if skills or reliability concerns are such that the COR believes the protection of building equipment may be jeopardized.

H.18.5 State Licensing

All personnel must 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 must also conform to all other licensing and certification requirements as described elsewhere in this document or in the Public Buildings Service Operations and Maintenance Standards Draft.

H.18.6 Compliance with Federal, State, and Local Codes

The Contractor must 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 COR 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 must ask the advice of the CO or COR when such issues arise.

H.19. GOVERNMENT-FURNISHED MATERIALS

The following items are furnished by the Government:

1. Electrical power at existing outlets for the Contractor to operate equipment that is necessary in the conduct of its work.

2. 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.

3. 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 COR. This space and equipment must 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.

4. 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 must 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.

5. 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 must

only be used for communication related to the Contract. The Contractor or the Contractor's employees must not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.

H.20. CONTRACTOR-FURNISHED MATERIALS

The Contractor must 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.

H.21. ADDITIONAL SERVICES [INDEFINITE QUANTITY PROVISIONS]

H.21.1 General

The CO or COR may order Additional Services at his or her discretion. Additional services may include any services related to O&M and repairs, systems upgrades, system operation, or tenant services within covered facilities but not covered within basic services (i.e., not already a requirement of the contract).

H.21.2 Price Proposal for Additional Services Work

At the request of the CO or COR, the Contractor must provide a price proposal to accomplish an Additional Services job within 48 hours of the request. The price proposal must follow the pricing guidelines described in this document. Price proposals for Additional Services become firm fixed price on acceptance and order by the Government. Although price negotiation and determination of price reasonableness is made on the basis of labor, materials and subcontract costs following the pricing guidelines described in this document, the price accepted is not adjusted after completion of work to actual man-hours or actual materials cost.

H.21.3 Pricing

The Contractor's price proposal for an Additional Services job must follow the guidelines described below.

H.21.4 Parts and Materials

If parts or materials are required for a project, the Government may provide the parts or materials, or the Contractor may be asked to provide the parts and materials. Parts and materials must be priced at estimated actual cost marked up by the standard coefficient in the price schedule if stated. The CO or COR may accept a different markup rate for parts and materials if the Contractor can demonstrate unusual costs or difficulties in obtaining the parts or materials.

Price proposals must use the labor rates established in the price schedule, unless work is subcontracted. The labor categories in the price schedule correlate with the categories in the Service Contract Act Directory of Occupations. The rate will be determined by the nature of the work, not the usual job classification of the individuals performing the work.

H.21.5 Subcontracts

If work is to be subcontracted, the subcontracted part of the work is to be priced at actual cost to the Contractor, marked up by the standard coefficient in the price schedule.

H.21.6 Cost Documentation

If the Contractor provides the parts and materials, or if work is subcontracted, the Contractor must furnish on request copies of invoices, vendor quotes, or receipts, either with the Contractor's proposal or as substantiating documentation with the Contractor's invoice after completion of work.

H.21.7 Competitive Bids

If a single part or component, or a single type (line item) of parts, components, or materials for a project is anticipated to equal or exceed $2,500, the CO or COR may require that the Contractor obtain three bids from suppliers and include documentation of these bids with his proposal. If subcontract work is anticipated to cost more than $2,500 the CO or COR may require that the Contractor obtain three bids from potential subcontractors and include documentation of these bids with his proposal.

H.21.8 Method of Ordering and Invoicing

The CO or a COR may order work priced at less than $2,500 orally. The CO or a COR shall issue a Task Order (GSA Form 300) for work costing $2,500 or more.

H.22. AWARD FEE

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H.23. STRIKE CONTINGENCY PLAN (SCP)

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

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

2. License and Certifications: The SCP must 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) must meet the experience and license requirements defined in this document.

H.24. OCCUPANCY EMERGENCY PLAN (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the COR during building emergencies. Designated Contractor personnel, including the onsite supervisors, must be thoroughly familiar with the Government's OEP and must be trained by the Contractor to

fully understand their responsibilities relative to each emergency plan. The Contractor must 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 COR to the extent allowed during all emergency situations, including but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages.

H.25. CONTRACTOR PANDEMIC PLAN

As required by the National Strategy for Pandemic Influenza Preparedness, the Government has prepared a plan to safeguard employees and provide for continued operations in the event of an influenza pandemic. The Contractor must also prepare a plan that outlines the steps he or she will take to prevent and reduce the spread of an influenza pandemic and to mitigate potential effects on the services provided in this document. Given the unpredictable length and severity of a pandemic, the Contractor's plan must link their planned actions to the periods and phases established by the World Heath Organization for a pandemic cycle. For information on the phases of a pandemic cycle see http://www.who.int/csr/disease/avian_influenza/phase/en/. The plan must be submitted to the COR within 30 calendar days of the start of the contract.

I.1 52.212-4 Contract Terms and Conditions—Commercial Items (June 2010)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (**e.g.**, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) **Patent indemnity**. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) **Items accepted**. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment**. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) **Electronic Funds Transfer (EFT)**. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount**. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments**. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (**e.g.**, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) **Interest**.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this

clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) **Final decisions**. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title**. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty**. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability**. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances**. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, **et seq.**, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence**. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be

considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

I.2. 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items - (Jul 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) **Provisions.**

_X_ 552.237-70 Qualifications of Offerors

(b) **Clauses.**

_X_ 552.203-71 Restriction on Advertising
_X_ 552.211-73 Marking
_X_ 552.215-70 Examination of Records by GSA
___ 552.215-71 Examination of Records by GSA (Multiple Award Schedule)
___ 552.215-72 Price Adjustment—Failure to Provide Accurate Information
___ 552.219-70 Allocation of Orders—Partially Set-Aside Items
_X_ 552.228-70 Workers' Compensation Laws
___ 552.229-70 Federal, State, and Local Taxes
___ 552.232-8 Discounts for Prompt Payment
___ 552.232-23 Assignment of Claims
_X_ 552.232-71 Adjusting Payments
_X_ 552.232-72 Final Payment
_X_ 552.232-73 Availability of Funds
_X_ 552.232-78 Payment Information
_X_ 552.237-71 Qualifications of Employees
___ 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
___ 552.238-74 Industrial Funding Fee and Sales Reporting
___ 552.238-75 Price Reductions

___ 552.242-70 Status Report of Orders and Shipments
___ 552.243-72 Modifications (Multiple Award Schedule)
___ 552.246-73 Warranty—Multiple Award Schedule
___ 552.246-76 Warranty of Pesticides

I.3. 52.212-5 Contract Terms and Conditions Required to Implement Statues or Executive Orders- Commercial Items (Apr 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

__ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

__ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (9) [Reserved]

_X_ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (13)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

_X_ (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (15) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (18) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

__ (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

__ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

__ (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

_X_ (23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (24) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

__ (25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (26) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_X_ (27) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

_X_ (28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_X_ (29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

_X_ (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (31) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

_X_ (32)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

_X_ (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

_X_ (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (35) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

__ (36) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (37)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

__ (ii) Alternate I (Jan 2004) of 52.225-3.

__ (iii) Alternate II (Jan 2004) of 52.225-3.

__ (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, **et seq.**, 19 U.S.C. 3301 note).

_X_ (39) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (44) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

_X_ (45) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (46) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (47) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

_X_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, **et seq.**).

_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, **et seq.**).

_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, **et seq.**).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, **et seq.**).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, **et seq.**).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, **et seq.**).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, **et seq.**).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, **et seq.**).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, **et seq.**).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Dec 2010). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) **Paragraph (d) of this clause**. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) **Those clauses listed in this paragraph (e)(1)**. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, **et seq.**).

(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, **et seq.**).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, **et seq.**).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

I.4. ADDENDUM TO FAR 52.212-4, 52.212-5 & 552.212-71

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or

components. The date of the clause in the regulation that is applicable at the time the solicitation is issued applies unless otherwise stated. The following provisions and clauses are incorporated by reference:

52.203-3	Gratuities
52.204-7	Central Contractor Registration
52.207-3	Right of First Refusal of Employment
52.223-3	Hazardous Material Identification and Material Safety Data
52.232-17	Interest
52.233-2	Service of Protest**
52.237-1	Site Visit
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Continuity of Services
52.228-5	Insurance - Work on a Government Installation
52.217-2	Cancellation Under Multi-year Contracts
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of the Contract
552.217-71	Notice Regarding Options
552.219-71	Notice to Offerors of Subcontracting Plan Requirements
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans
MV-98-3	GSA Agency Protest Procedures

*** Contracting Officer, General Services Administration, PBS, Phillip Burton Federal Building and U.S. Courthouse, Contracts Section (9PMFC), 450 Golden Gate Avenue, 4th Floor East, San Francisco, CA 94102-3434.*

Insurance. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of $500,000 per occurrence for bodily injury and $50,000 per occurrence for property damage. (See clause 52.228-5 INSURANCE WORK ON A GOVERNMENT INSTALLATION).

I.5. Cancellation of Contract:

(a) Notwithstanding any other term of this contract, either party to this contract may cancel the contract without cause by giving a written notice to the representative of the other party at least **60** calendar days in advance of the last day on which performance is to be made. A written notice of cancellation must either be hand-delivered or sent by U.S. Certified Mail, Return Receipt Requested. (As a matter of courtesy, a party may notify the other party of its intent to cancel through a telephone call, facsimile transmission, email, etc. However such a notice of intent shall not constitute the "written notice" required by this clause).

(b) The written notice shall specify the date of the last day of performance and need not give any reason for the decision to cancel the contract. Written notice from the Government must be signed by the contracting officer. Written notice from the Contractor must be signed by the contractor's authorized representative, who is **[enter name and/or title]**.

(c) A notice of cancellation may be withdrawn by the party that sent it at any time prior to its receipt by the other party. A notice of cancellation may not be withdrawn after receipt by the party to which it has been sent, except with the express agreement of the party to which it has been sent. A notice has been "received" when it has been placed into the hands of the representative of the party to which it has been sent, or when it has been delivered by the U.S. Postal Service.

(d) A cancellation pursuant to this clause shall not entitle either party to the contract to any amount of money or other relief, except for the payment(s) due for services rendered through the last day of performance and accepted by the Government, as provided in this contract. However, a cancellation pursuant to this clause shall not affect the rights of either party concerning claims that are based on other grounds of entitlement, unless the parties mutually and expressly agree in that regard.

(e) Neither party may cancel this contract pursuant to this clause in order to avoid its obligations under a notice of termination previously issued pursuant to the Termination for Convenience of the Government or Termination for Cause clauses of this contract, unless the parties mutually and expressly agree to do so.

I.6. 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the term of this contract only.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic
commerce methods only if authorized in the Schedule.

I.7. 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $50.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the simplified acquisition threshold;

(2) Any order for a combination of items in excess of the simplified acquisition threshold; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is

not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.8. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) 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.

(b) 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 up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, 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.

(d) 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; provided, that the Contractor shall not be required to make any deliveries under this contract after the termination of this contract after 30 days of expiration of the contract including any options exercised.

I.9 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) **Services (except construction).** At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) **Supplies (other than procurement from a nonmanufacturer of such supplies).** The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) **General construction.** The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) **Construction by special trade contractors.** The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees

Suspension of Work: In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, under construction, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., reductions will be computed as follows:

A. The reduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by the number of working days per month.

B. The reduction rate in dollars per day multiplied by the number of days services were not provided or required. In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the contractor is compensated for services provided.

*NOTE: Reductions will not be assessed for those days in which services are not required by the Government because the building(s) is closed due to unanticipated holidays, declared by the President, **PROVIDED**, that payment to employees for such holidays is required in accordance with the wage determination applicable to this contract.*

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

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

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

I.10 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)

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

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

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

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) **Agreement.** A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the

total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **APEX MECHANICAL, INC.** will notify the **GENERAL SERVICES ADMINISTRATION** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

CLAUSE BELOW REPLACES 52.219-11, 52.219-12 & 52.219-17
SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
San Francisco District Office – 0912
455 Market Street, Suite 600
San Francisco, CA 94105-2420

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments and novation agreements. The contacting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(OTHER TERMS AND CONDITIONS)

CLAUSE BELOW REPLACES 52.219-11, 52.219-12 & 52.219-17
SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
San Francisco District Office – 0912
455 Market Street, Suite 600
San Francisco, CA 94105-2420

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments and novation agreements. The contacting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(OTHER TERMS AND CONDITIONS)

Suspension of Work: In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, under construction, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., reductions will be computed as follows:

A. The reduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by the number of working days per month.

B. The reduction rate in dollars per day multiplied by the number of days services were not provided or required. In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the contractor is compensated for services provided.

NOTE: Reductions will not be assessed for daily cleaning requirements on those days in which services are not required by the Government because the building(s) is closed due to unanticipated holidays, declared by the President, ***PROVIDED****, that payment to employees for such holidays is required in accordance with the wage determination applicable to this contract.*

LIST OF ATTACHMENTS
(LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS)

DOCUMENTS, EXHIBITS AND

OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBIT 1 - BUILDING INFORMATION

EXHIBIT 2 - VERTICAL TRANSPORTATION EQUIPMENT DATA

EXHIBIT 3 - QUALITY ASSURANCE SURVEILLANCE PLAN

EXHIBIT 4 – SMWIA LOCAL UNION NO. 104

EXHIBIT 5 - FORMS
SF-LLL DISCLOSURES OF LOBBYING ACTIVITIES**
KEY PERSONNEL RESUME**

**This exhibit will not be incorporated into the final contract award document.

EXHIBIT I

BUILDING INFORMATION SHEET

The building information contained below are estimates only. The information in no way modifies the Provision of FAR 52.237-1, Site Visit. The Building Manager will provide access to assignment drawings and/or blueprints.

1. BUILDING DATA:

Name and building number:	Leo J. Ryan Federal Records Center, CA0235ZZ
Location:	1000 Commodore Drive San Bruno, CA 94066
Number of stories:	2
Normal Building Operating Hours:	Mon., Tues., Thurs., Fri.: 6:00am - 4:30pm Wed.: 6:00am - 6:00pm

2. BUILDING STATISTICS:

INTERIOR

Gross	233,987	SF
ANSI STAR Rentable	227,839	SF

EXTERIOR

Outside area to be policed	298,707	SF
Paved and Parking lot area	75,528	SF

SANSOME STREET FIELD OFFICE

VERTICAL TRANSPORTATION EQUIPMENT DATA

Number & Location	Type/No.of VTE	Type of machine	Manufacturer	Stops	Speed (fpm)	Capacity (lbs.)	ASME A17.1 Inspections Due		
							Routine	Periodic	5 year load test
National Archives and Records Administration **CA0235ZZ**	#1 pass/service	hydraulic (direct plunger)	U.S. Elevator	2	60	15,000	June	December	Dec-13
	#2 pass/service	hydraulic (direct plunger)	S.F. Elevator	2	60	15,000	June	December	Dec-13
NARA Federal Building 1000 Commodore Drive San Bruno, CA 94066	Elevator #1 is a US Elevator with relay logic(1970s) Elevator #2 is a S.F. Elevator with Virginia controls, relay logic (1983) Routine Tests & Inspections are performed every 6 months Periodic Tests & Inspections are performed annually 5 year Tests & Inspections due December 2013 and December 2018								

Initial Deficiency Inspection and List

QASP: Performance is satisfactory if the new IDL is submitted on time, is substantially complete and requires only modest corrections subsequent to GSA comment. Note that an incomplete IDL is less for GSA's benefit than to protect the Contractor; incompleteness increases the Contractor's liability.

Minimum Staffing and Ability to Contact and Communicate with the COR

QASP: There should not be any systemic problems with short staffing, misconduct of staff, or failure to adhere to security requirements. An occasional short-term issue may develop; satisfactory performance entails quick resolution of the problem. The Contractor's performance is unsatisfactory if there is more than one incident per month in which GSA is unable to reach a representative of the Contractor, on site, during Normal Working Hours and outside of scheduled lunch periods. Performance is not unsatisfactory if a representative on-site responds to a recorded message within 15 minutes. While GSA does not dictate staffing levels beyond this minimal requirement, staffing levels should be monitored for inadequacy. If staffing appears inadequate, likely all requirements are not being met and so surveillance of contract performance should be increased. Likewise, if staff necessary to carry out basic contract requirements are being diverted to perform reimbursable work, increased surveillance may be called for.

Communication Equipment

QASP: all appropriate personnel must be provided with communications equipment which works within the building(s).

Onsite Records

QASP: The contractor must produce applicable records on demand. Refusal to provide records indicates unsatisfactory performance. Occasional filing problems are excusable, but contractor should quickly resolve the problem.

Service Request and Administrative Support

QASP: The Contractor must have personnel scheduled to cover these functions during the required hours. There should be no more than two incidents per year in which these functions are left uncovered by more than a few minutes.

Use of CMMS

QASP: All contract work must be recorded as work orders or appropriate types. Contract performance is unsatisfactory if intentional or reckless falsification of work orders or equipment information is detected. 90% of work orders should be updated with resolution of the problem, or comments related to scheduled maintenance. 90% of work orders should contain estimated time spent on the work order. Time estimates need not be to the minute, but must be reasonably accurate. Links between non-automated work orders and equipment should be correct 95% of the time. 98% of equipment requiring entry in the CMMS should be in the CMMS. Work orders completed should be closed within two weeks.

Building Operating Plan

QASP: The BOP is the main submittal, and is critical. Performance is unsatisfactory if a satisfactory plan is not submitted in a timely manner, absent extenuating circumstances: difficult issues needing resolution that have been discussed with the COR, etc. Simply not turning in a solid BOP on the due date should not be excused. To be satisfactory, the BOP needs to address all required material, and should generally avoid generic language.

Monthly Progress Reports

QASP: Report may be late only once per year, and such late report may be no more than 5 days late.

Equipment Condition Assessment

QASP: A pattern of unpredicted equipment failures where a proper equipment assessment would have noted a problem with the equipment indicates unsatisfactory performance.

Reference Library

QASP: The Contractor must be able to promptly produce available technical documents from the library on request. The Contractor must have a record of sign-out of documents removed from the reference library.

Review of Design Documents

QASP: The Contractor must submit timely, thorough and technically competent comments to 90% of submittals received. The remaining 10% may be up to 5 working days late.

Inspection Assistance for Space Buildouts

QASP: It is critical that newly built out spaces be competently inspected. Missing problems with missing supplies or returns, or lighting circuits, indicates unsatisfactory performance.

Labeling of Electrical Circuits

QASP: 95% of circuits added or modified after the beginning of the contract must be labeled and diagrams updated.

Energy Conservation

QASP: Significant energy consumption increases attributable to inefficiency in the Contractor's operation of systems, or failure to keep sequences of operations running correctly, indicates unsatisfactory performance. Failure to regularly analyze energy performance, or failure to retain personnel with sufficient skills to analyze energy performance, indicates unsatisfactory performance.

System Performance Standards or Procedures

QASP: Significant failure to operate the building to the set standards, or to demonstrate that those standards are not reasonably feasible, indicates unsatisfactory performance.

Emergency Service Request and Callback Response

QASP: The Contractor must consistently maintain ability to respond to emergencies. Minor deviations from response times are excusable, but there must be no major failures to respond, or inability to contact Contractor personnel regarding emergencies.

Urgent Service Request Response

QASP: The Contractor must consistently maintain ability to respond to urgent requests. Minor deviations from response times are excusable, but there must be no more than 2% substantive failures to respond, or inability to contact Contractor personnel regarding urgent requests.

Routine Service Request Response

QASP: 90% of routine service requests must be completed within the required time frame. No more than 5% can be more than one day late.

Tours

QASP: 95% of schedule tours must be completed on time. Tours must not miss major conditions that should be noted (e.g., obvious leaks, visible hazardous conditions).

Operating Logs and Tour Check Sheets

QASP: If accurate logs are not maintained, the tour will be presumed to have not been accomplished.

Demand Response Programs

QASP: If GSA receives reduced incentive funding for DR program participation due to the Contractor's failure to competently implement approved DR strategies during one or more curtailments, performance may be unsatisfactory. Unforeseen problems during curtailments, if responded to in a reasonably prompt and competent manner, and remedial action taken before the next curtailment, may be excused.

BAS Alarm Response

QASP: Alarms must be resolved within the standards set for service requests. Alarms must be recorded in the CMMS as service requests and resolution documented accordingly. Software overrides must be treated as a step in a repair, documented on work orders, and normal operation restored as soon as corrective action is completed.

Control Systems

QASP: Degradation of controls by Contractor mismanagement indicates unsatisfactory performance. Examples of such degradation are software or hardware overrides left in place, sequence of operations problems left unresolved, recurring alarms not resolved, trend logs not recording, unresolved system communications failures, dysfunctional controllers or sensors not replaced or recalibrated, etc. Bypassing system security (e.g., removal of firewall devices) will be considered unsatisfactory performance.

Water Treatment

QASP: Maintaining tolerances within the bands established in Appendix E (see below) is the key quality assurance - substantial uncorrected deviations from these tolerances indicates unsatisfactory performance.

Oil Analysis and Oil Changes

QASP: Oil analysis must be performed in accordance with the approved plan.

Repairs

QASP: performance regarding Repairs is satisfactory when 95% of Repairs are performed with a reasonable degree of quality, on time, and properly documented on the CMMS as work orders. This excludes Repairs for which parts cannot be obtained, so long as the Contractor makes all reasonable efforts to obtain parts and does everything possible to keep systems performing while waiting for parts. Performance is nonetheless unsatisfactory if any Repairs are left incomplete without good reason after 30 calendar days. Performance is also unsatisfactory if, for reimbursable repairs, a pattern is found of use of excessive costs due to use of subcontract labor where qualified Contractor labor could have been used.

Fire Protection and Life Safety Equipment Systems

QASP: QA for fire protection and life safety systems should not be done statistically, for reasons of liability and the degree of damage possible from a single incident. In general, complete compliance with standards is required. Common sense should be shown regarding minor deviations from standards that do not create a significant hazard.

Maintenance and Repair of Vertical Transportation Equipment

QASP: QASP methods applied to maintenance and repair of other systems as described elsewhere will also be applied to VTE maintenance and repair, with consideration of the differing standards (e.g., response times etc) for VTE.

WAGE DETERMINATION

Sheet Metal Workers' International Association (SMWIA)

Local Union No. 104 is incorporated

Sheet Metal Workers' Local Union No. 104 Wage and Fringe Schedule

Light Commercial Service Technician

Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, and Santa Clara, Solano, Sonoma, and Trinity Counties-SCVCA

July 1, 2010 through June 30, 2011

S.M.W.I.A.

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

Local Union No. 104

	Base Wage	Vac./ Holiday	Dues SVC Fee Init.Fee	Total Gross Taxable	Health Care SubSho	Nor Cal Pension	Sup. Pension	Local Training	Scholar Fund	NPF	ITI	NEMI	SMOHIT	IPF	Total Package
Service Technician (C.E.)	32.50	4.30	1.20	38.00	11.39	4.76	1.50	1.03	0.03	0.89	0.12	0.03	0.00	0.44	58.19
Service Technician	22.67	4.30	1.20	28.17	11.39	4.76	1.50	1.03	0.03	0.89	0.12	0.03	0.00	0.44	48.30
Service Technician Apprentice															
Svc Tech 1st 6 Mos	14.48	1.80	0.62	16.90	11.39	2.29	0.39	1.03	0.03	0.70	0.12	0.03	0.00	0.44	32.23
Svc Tech 2nd 6 Mos	18.53	1.80	0.60	21.13	11.39	2.29	0.39	1.03	0.03	0.70	0.12	0.03	0.00	0.44	37.46
Svc Tech 3rd 6 Mos	21.35	1.80	0.80	23.95	11.39	2.29	0.39	1.03	0.03	0.70	0.12	0.03	0.00	0.44	40.28
Svc Tech 4th 6 Mos	24.18	1.80	0.60	26.78	11.39	2.29	0.39	1.03	0.03	0.70	0.12	0.03	0.00	0.44	43.09

(b) (6) [redacted]

DARRY GATES, Executive Manager
Santa Clara Valley Contractors Association
Sheet Metal Division

(b) (6) [redacted]

BRUCE WORD, Business Manager
Sheet Metal Workers' International Association
Local Union No. 104

GS09P11KSD0049 - 113

"Daniel Dominguez" <ddominguez@apex.us.com>
04/14/2011 11:18 AM

To <mary.chin@gsa.gov>
cc <victor.gomez@gsa.gov>, <laurie.murata@gsa.gov>, <mike.larson@gsa.gov>, "'Richard Rodriguez'" <rrodriguez@apex.us.com>, "'Craig Inman'"
bcc
Subject RE: New O&M RFP GS09P11KSD0049 at Leo J. Ryan

History: This message has been replied to.

Hi Mary,

Please see attached proposal.

Thank you,
Daniel Dominguez
APEX MECHANICAL INC.
***8(a) *MBE *SDB**
2233A Paragon Drive
San Jose, Ca. 95131
Ofc. 408-573-8260
Fax 408-884-4948

From: mary.chin@gsa.gov [mailto:mary.chin@gsa.gov]
Sent: Tuesday, April 12, 2011 4:42 PM
To: ddominguez@apex.us.com
Cc: victor.gomez@gsa.gov; laurie.murata@gsa.gov; mike.larson@gsa.gov
Subject: New O&M RFP GS09P11KSD0049 at Leo J. Ryan

Hi Daniel

As discussed earlier, attached is the new RFP. Please provide your proposal using the attached.
Thanks

Mary Chin
Contract Specialist/CO (9P3PMFC)
GSA, PBS, FMD, Property Management Br.
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102
Phone: 415-522-3356
Fax: 415-522-3118
mary.chin@gsa.gov
http://r9insite.gsa.gov/pbs/realprop/default.asp

B.7. PRICE SCHEDULE

Each line item below includes all labor, materials, equipment, tools, supervision and management support to accomplish the relevant tasks in accordance with the specification. All proposed prices should be for the unit indicated.

The contract shall be for a Two Year Base Period with Four Two-Year Options Lots from effective date of the contract.

LINE	DESCRIPTION OF SERVICE	Notes	UNIT BID PRICE	TOTAL: 24-MONTH BASE PERIOD	TOTAL: 12-MONTH FIRST OPTION PERIOD	TOTAL: 12-MONTH SECOND OPTION PERIOD
0001	Basic Services: Operations, Maintenance and non-reimbursable Repairs		$ 41,401.28 PER MONTH	$ 993,630.72	$ 520,463.77	$ 532,850.81
0002	Hourly rate, General Maintenance Technician, Normal Working Hours (IQ)[]	4,5	$ 101.70 PER HOUR			
0003	Hourly rate, General Maintenance Technician, overtime and Callback (IQ)[]	1,4,5	$ 149.62 PER HOUR			
0004	Hourly rate, HVAC Technician, Normal Working Hours(IQ)	4,5	$ 132.32 PER HOUR			
0005	Hourly rate, HVAC Technician, overtime and Callback[(IQ)	1,4,5	$ 195.05 PER HOUR			
0006	Vertical Transportation Equipment (VTE) maintenance		$ 597.47 PER MONTH	Static Load Test Included $ 14,339.28	$ 7,514.98	$ 7,693.83
0007	OPTION: 3-Year Electrical Testing, Inspection and maintenance	4,5	$ 9,845.00 PER JOB		$ 11,321.75	$ 0
0008	Transition Phase		$ 22,763.20 ONE TIME CHARGE			
0009	Standard Coefficient [IQ]	2,3	10 % PERCENT OF COST			

APEX MECHANICAL, INC.

PROJECT SUMMARY SHEET

National Archives & Records Admin.	DATE: 4/13/2011
Building Operations & Maint. Services	JOB #: 0
Solicitation No. GS-09P-11-KSD-0008	CO#: BASE

DESCRIPTION

Basic Services: Operations, Maintenance and non-reimbursable Repairs

ITEM DESCRIPTION	MATERIAL			LABOR CLASSIFICATION				
	QUANTITY	COST	EXTENSION	CLASS	TYPE	HRS	RATE	EXTENSION
Full Time Service Technician		-	-	ST	ST	176	92.45	16,271.20
Full Time Service Apprentice		-	-	SA	ST	176	75.10	13,217.60
		-	-	-	-		-	-
		-	-	-	-		-	-
		-	-	-	-		-	-
		-	-	-	-		-	-
Consumables	1	2,840.00	2,840.00	-	-		-	-
C41 Miscellaneous Work parts and supply	1	250.00	250.00	-	-		-	-
		-	-	-	-		-	-
		-	-	-	-		-	-
		-	-	-	-		-	-
		-	-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
		-	-	-	-		-	-
	MATERIAL SUBTOTAL:		3,090.00	-	-		-	-
	TAXES:	9.25%	285.83	-	-		-	-
			3,375.83			352		29,488.80

EQUIPMENT DESCRIPTION	EQUIPMENT		SUBCONTRACTORS	
	VENDOR NAME	COST	NAME	COST
		-	Boiler Service	1,204.27
		-	Water Treatment	1,971.42
		-	Fire Extinguishers	600.00
		-	VTE	597.47
		-	Fire Alarm Testing	579.03
		-	Sprinkler Testing	110.20
		-	Fire Pump Testing	212.67
		-	Fire Alarm Panel Monitoring	41.00
		-		-
		-		-
		-		-
		-		-
		-		5,316.06

Light Commercial		-				MATERIAL:	0.00%	3,375.83
	-					DIRECT LABOR:	0.00%	29,488.80
Project Manager:	PM					EQUIPMENT:	0.00%	-
General Sheet Metal Foreperson:	GSF					SUBCONTRACTORS:	0.00%	5,316.06
Sheet Metal Foreperson:	SF					ALLOWANCE:	-	-
Service Technician:	ST					SUBTOTAL:		38,180.69
Journeyperson:	SJ					OVERHEAD / G&A:	0.00%	-
Sheet Metal Apprentice:	SA					PROFIT:	10.00%	3,818.07
						INSURANCE:	0.00%	-
						BOND:	0.00%	-
						BASE TOTAL:		41,998.75

APEX MECHANICAL, INC. - LABOR RATES with G&A

Dates: July 1, 2010 to June 30, 2011

Profit / Mark-Up: 10%

LIGHT COMMERCIAL SERVICE TECH

Classification	Gross Taxable	Taxes (FUTA, SUTA, FETT, Medicare)	Union Benefits	Worker's Comp	Liability Insurance	General & Admin (G&A)	Total Labor Burden	Hourly Rate with Profit	Hourly Overtime Rate with Profit	Hourly Doubletime Rate with Profit
Service Technician (C.E.)	38.00	5.57	20.19	2.04	1.89	24.76	92.45	101.69	125.65	149.62
Service Technician	28.17	4.13	20.19	1.51	1.89	24.76	80.65	88.71	106.48	124.24
Service Tech Apprentice	26.76	3.92	16.33	1.44	1.89	24.76	75.10	82.61	99.48	116.36

Code 5542 < $25/hour 5.37
Code 5538 > $25/hour 9.12

Sheet Metal Workers' Local Union No. 104 Wage and Fringe Schedule

Light Commercial Service Technician

Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, and Santa Clara, Solano, Sonoma, and Trinity Counties-SCVCA

July 1, 2010 through June 30, 2011

S.M.W.I.A.

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

Local Union No. 104

	Base Wage	Vac./ Holiday	Dues SVC Fee Init Fee	Total Gross Taxable	Health Care SubShc	Nor Cal Pension	Sup. Pension	Local Training	Scholar Fund	NPF	ITI	NEMI	SMOHIT	IPF	Total Package
Service Technician (C.E.)	32.50	4.30	1.20	38.00	11.39	4.76	1.50	1.03	0.03	0.89	0.12	0.03	0.00	0.44	58.19
Service Technician	22.67	4.30	1.20	28.17	11.39	4.76	1.50	1.03	0.03	0.89	0.12	0.03	0.00	0.44	48.36
Service Technician Apprentice															
Svc Tech 1st 6 Mos	14.48	1.80	0.62	16.90	11.39	2.29	0.30	1.03	0.03	0.70	0.12	0.03	0.00	0.44	33.23
Svc Tech 2nd 6 Mos	18.53	1.80	0.80	21.13	11.39	2.29	0.30	1.03	0.03	0.70	0.12	0.03	0.00	0.44	37.46
Svc Tech 3rd 6 Mos	21.35	1.80	0.80	23.95	11.39	2.29	0.30	1.03	0.03	0.70	0.12	0.03	0.00	0.44	40.28
Svc Tech 4th 6 Mos	24.16	1.80	0.80	26.76	11.39	2.29	0.30	1.03	0.03	0.70	0.12	0.03	0.00	0.44	43.09

(b) (6) [redacted]

BARRY GATES, Executive Manager
Santa Clara Valley Contractors' Association
Sheet Metal Division

(b) (6) [redacted]

BRUCE WORD, Business Manager
Sheet Metal Workers' International Association
Local Union No. 104

BAY CITY BOILER
& ENGINEERING CO., INC.
23312 Cabot Blvd. • Hayward, CA 94545
Phone • (510) 786-3711 • Fax (510) 786-3716

Repairs • Service • Installation • New Construction • Sales • 24 Hour Service

QUOTATION: 583911DLT01

Date: January 11, 2010

Attn: Daniel Dominguez

Apex Mechanical Inc.
2233A Paragon Drive
San Jose, CA 95131
Email: [illegible]

Ph. # 408/ 573-8260
Fax # 408/884-4948

Subject: National Archives, San Bruno, CA

We are pleased to submit our proposal to supply and perform the following:
Supply labor, material and equipment to perform annual boiler preventative maintenance on two Rite HW boilers and one Weil-McLain CI section HW boiler, all boilers with power force draft burners. Including,
Open boiler water sides for cleaning and replace all wet gaskets.
Open and clean all water level and safety controls.
Check burner controls and test combustion efficiency.
Perform operating and safety control checks.
Submit boiler inspection check off sheet and combustion efficiency print out forms.

Rite HW boiler, Model A550, $4,990.00 each
Weil-McLain boiler, Model PG986-W1, $2,478.00 each

Total cost for this proposal: $12,458.00
F.O.B. Point: Hayward, Ca with FFA to Jobsite

This proposal is based on the following Qualifications, Terms & Conditions.

1. This proposal is valid for 30 days, unless otherwise specified.
2. This proposal is contingent upon approval of the customer's credit.
3. The proposal does not include any engineering, design, structural or seismic calculations unless specifically identified in the scope of work.
4. This proposal assumes that existing valves necessary to isolate the equipment to enable us to perform our work are in good working order. Any demobilization/remobilization costs resulting from failure of customer's valves to allow proper isolation will be charged to the customer.
5. We do not assume responsibility or give any warranty for equipment which is not of our own manufacturer, except to extend to customer any express warranty of the original equipment manufacturer, which may be so extended.

Authorized A.S.M.E. Boiler & Pressure Vessel Code fabrication facility holding National Board Repair Stamp
CA State Lic # 320288 (C-4) ~ NV State Lic # 0043883 (C-1)

24 HOUR SERVICE

Bay City Boiler & Engineering Co., Inc.
23312 Cabot Blvd.
Hayward, California 94545
Telephone (510) 786-3711 ~ Fax (510) 786-3716

6. We warrant that our work shall be performed in a good and workmanlike manner, shall be of good quality, and free from faults and defects. The term of our warranty is one year from the date of substantial completion of the work.
7. This proposal is based upon our standard general liability insurance limit of $1,000,000. Additional insurance is available and can be priced upon request.
8. We exclude all permits except those specifically identified in the scope of work.
9. We shall have no obligation to perform any work that would require the handling of or exposure to hazardous materials, including but not limited to asbestos and lead paint. We will require a copy of the asbestos and lead paint survey prior to starting the work.
10. This proposal assumes straight time, normal weekdays, Monday through Friday, between the hours of 7:00AM and 3:30 PM, unless otherwise specified.
11. This proposal assumes that temporary power and water will be provided by others.
12. The payment schedule shall be monthly in an amount equal to the value of the work completed to date, including equipment and materials stored on site. A schedule of values will be submitted upon acceptance of this proposal quantifying major milestones of the project and the values of each such milestone.
13. Payment terms are net 30 days on all invoices unless otherwise agreed to. We reserve the right to suspend or terminate any further work in the event payment is not made when due.
14. We reserve the right to take action to collect any invoice which is not paid when due. Any costs incurred in the collection of past due amounts including, but not limited to, attorney fees and expenses, shall be paid by the Customer. We also assess a late payment SERVICE CHARGE of 1.5% on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date.
15. The price as specified includes all taxes unless otherwise stated in the proposal.

Sincerely,

Dan Tawzer
(Project Manager)

Contract Accepted By **Date**

Please Print Name Here

Contract P. O. #
(Send copy of purchase order)

SAN JOSE BOILER WORKS
INCORPORATED

FACTORY REPRESENTATIVES - STOCKING DISTRIBUTORS - SINCE 1922

Contractors License # 307847

Date: 2/23/11
Quotation #GE-022311-A

APEX Mech
Attn: Dave Dominguez
E-mail: ddominguez@apex.us.com

Re: Boiler annuals – National Archives

We are pleased to offer the following quotations to perform one-time annual maintenance and cleaning on the three (3) boilers you mention, per your scope of work

Total for materials and labor for Rite A550 HW boilers.....**$3,400.00 each**

Total for materials and labor for Weil-McLain PG986 boilers.....**$2,800.00 each**

These boilers may need to be retrofitted to comply with new Bay Area Air Quality Management District regulations.

Work to be performed during normal working hours (M-F/7:30AM-4:00PM) unless otherwise agreed. Please let me know if you have any questions.

Notes: Prices are good for 30 days from the date of this quotation. Beyond that, please call to confirm pricing. Prices do not include installation of equipment, unless otherwise noted. Prices do not include sales tax, unless otherwise noted. SJBW does not provide pipe and/or tank insulating services as part of our installations or repair work. However, we can offer referrals to a number of companies that perform this type of work in order to save the end user (customer) money and avoid the unnecessary sub-contract mark up. Please feel free to contact our office for a list of insulating contractors. Any time spent fulfilling customer-imposed safety or training requirements will be added to the invoice at standard hourly rates. Any required permits are not included and are the responsibility of others, unless stated otherwise in this quotation. Payment terms: Net 30 days on approved credit. First-time and large dollar amounts will require 50% or 100% payment prior to release of order, per factory standard policy.

Sincerely,

Garen Edwards

Accepted By: _____

Please Print: _____

Purchase Order # _____

610 Stockton Avenue San Jose, CA 95126 Phone (408) 295-5235 Fax (408) 295-6365

Acme Fire Extinguisher Co., Inc.

1305 Fruitvale Av.Oakland,CA94601-2987
Alameda Co. 510-532-4040 Fax 532-0637
Contra Costa Co. 925-455-4675
A California Corporation

Estimate

Date	Estimate #
2/15/2011	560

Name / Address	Ship To
Apex Mechanical / Craig Inman 2233-A Paragon Drive San Jose, CA 95131 . 408/386-2349, f408/884-4948	CommodoreDrSB1000 NARA National Archives and Records Administrat San Bruno, CA Steve, SCasey@Enovity.com

P.O. No.	Terms	Rep	Account #	Project	Annual Due	Tech
	Net 15	RMC		CommodoreDrS...	12/10	Randy

Item	Qty	Description	Cost	Total
170	10	Service Call \ Delivery Charge	25.00	250.00
110DC...	67	Required 12 Year Hydrostatic Test. Dry-Chem 591.4 Portable Ext. requiring hydrostatic test Shall not be serviced until passing required test. Hydrostatic tests required during the same calendar year shall be performed at the time of the annual maintenance or recharge.	12.50	837.50
VSC	67	Verification of Service Collar. C.C.R. Title 19, 596 (d)(1) Extinguishers that have undergone maintenance which includes internal examination or recharge shall have a V.S. Collar attached.	0.95	63.65T
211	67	Pressure Seal - Neck	0.85	56.95T
212	67	Pressure Seal - Valve Stem	2.90	194.30T
101A10	62	Internal 6 year Maintenance 10# ABC Dry Chemical Extinguisher. Plus part and chemical.	10.25	635.50
VSC	62	Verification of Service Collar. C.C.R. Title 19, 596 (d)(1) Extinguishers that have undergone maintenance which includes internal examination or recharge shall have a V.S. Collar attached.	0.95	58.90T
211	62	Pressure Seal - Neck	0.85	52.70T
212	62	Pressure Seal - Valve Stem	2.90	179.80T
100A10	536	Annual Maintenance 10# ABC Stored Pressure Dry Chemical Extinguisher	6.25	3,350.00
		Subtotal		5,679.30
151		Misc nontaxable	5.00%	283.97

	Subtotal
	Sales Tax (9.5%)
	Total

Acme Fire Extinguisher Co., Inc.

1305 Fruitvale Av.Oakland,CA94601-2987
Alameda Co. 510-532-4040 Fax 532-0637
Contra Costa Co. 925-455-4675
A California Corporation

Estimate

Date	Estimate #
2/15/2011	560

Name / Address
Apex Mechanical / Craig Inman 2233-A Paragon Drive San Jose, CA 95131 . 408/386-2349, f408/884-4948

Ship To
CommodoreDrSB1000 NARA National Archives and Records Administrat San Bruno, CA Steve, SCasey@Enovity.com

P.O. No.	Terms	Rep	Account #	Project	Annual Due	Tech
	Net 15	RMC		CommodoreDrS...	12/10	Randy

Item	Qty	Description	Cost	Total
N-E		Estimated cost of service sixty seven 10# ABC extinguishers over the next 10 years. ESTIMATE ONLY: Price based on information available at time of estimate. Thank You for your consideration. Last serviced 12/3/10 Acme Fire Extinguisher Co.		0.00

Subtotal	$5,963.27
Sales Tax (9.5%)	$57.60
Total	$6,020.87

Christopher Lee
Technical Service Engineer II
Clee1@nalco.com

NALCO

Nalco Company
1633 Bayshore Highway Ste. 249
Burlingame CA 94010
www.nalco.com

January 20, 2010

Craig Inman
Project Manager
Apex Mechanical, INC
2233-A Paragon Drive
San Jose Ca. 95131

Subject: **Building Operating Plan Proposal for Water Treatment at NARA**
National Archives and Records Administration
1000 Commodore Drive, San Bruno CA 94066

Dear Team Apex:

Thank you for the opportunity to work with you and your team at the NARA facility

This proposal will outline the requirements to meet the Water Treatment guidelines in the provided document section C.4.8.10

Section C.4.8.10.3 Initial Report and Development of Program

The current controller is a traditional bleed and feed controller which only monitors conductivity, and has an option for a chemical feed and 2 biocide feed programs.

I recommend the Nalco 3D Trasar controller with Gateway to replace the existing controller onsite. This will not only meet but exceeds the requirements of monitoring pH, conductivity, ORP, scaling potential, bacteria levels, and corrosion rates of mild steel and copper.

What is required under the section guidelines are:

Raw water analysis by certified laboratory
Open Loop analysis by certified laboratory
Chilled Loop analysis by certified laboratory
Hot Loop analysis by certified laboratory

Makeup and blow down meters were not present and are required on the open loop.

Section C.4.8.10.5 Water Treatment Monitoring

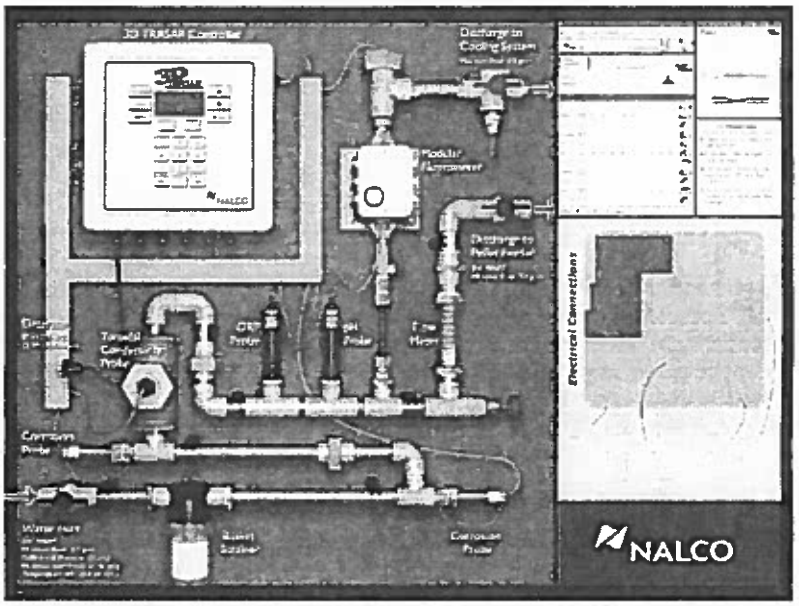
Using the initial water analysis of previous water samples taken from the facility, we have determined the products which will perform best at your facility.

Laboratory analysis of the raw water, open loop, closed loops, and coupons are required.

75 years of innovation

The advantage to our Nalco 3D Trasar controller with Wireless Gateway is the peace of mind that when the system is operating, the controller will continuously take readings and respond to them accordingly. It will also notify you via email as to current operating status and generate a weekly report for your review.

Equipment: **Nalco 3D Trasar Controller with Wireless Gateway**



What is 3D Trasar Control Technology?

This technology brings along with it the following important benefits:

- 24/7 Online Monitoring of the loop by Nalco 360 Team
- Real Time inhibitor monitoring and control
- Conductivity, Temperature, Flow Monitoring
- Historical data tracking. Online Automated Reporting
- pH, inhibitor, ORP and biocide control
- Online Mild Steel Corrosion Monitoring
- Online Copper Corrosion Monitoring
- Tank Level Monitoring / Real Time Chemical Usage Information

Open Cooling Tower Treatment Program

The main objective of a water treatment program is to protect the system from the harmful effects of corrosion, scaling, microbiological growth, and fouling. The 3D TRASAR controller offers you the most up to date monitoring and control.

Scale Inhibition and Mild Steel & Copper Corrosion Inhibition –
Also known as Maximizing Operating Efficiency (lower Energy Costs) and Equipment Life (lower Maintenance and Capital Costs)

3D TRASAR products are part of an innovative water treatment program that uses proven technology to prevent operational problems. 3D TRASAR compensates for both routine and special causes of system variation. 3D TRASAR programs provide a return on your investment through their unique control and diagnostic capabilities.

3D TRASAR 3DT289 is designed for use in systems with recirculating water calcium concentrations between 50 and 1000 ppm (as $CaCO_3$) at the targeted cycles when the pH is between 7.5 and 8.7. Because 3DT289 contains no molybdate or zinc, it should be considered as a more environmentally friendly chemistry to meet the regulatory needs of many customers.

3DT289 is a balanced blend of corrosion and scale inhibitors designed for use in open recirculating water systems.

3DT289 contains:

- Dual function phosphonate inhibitor for both cathodic corrosion and calcium carbonate scale. The active material is a patented, proprietary chemical called Phosphinosuccinic Oligomer (PSO).
- Phosphoric Acid inhibitor for anodic (pitting) corrosion
- Organic High Stress Polymer (HSP) dispersant.
- Blend of both benzotriazole (BZT) and tolyltriazole (TT) for copper corrosion inhibition.

3DT289 provides a superior alternative to traditional cooling water inhibitor blends containing pyrophosphate, orthophosphate, zinc, molybdate, etc. PSO is superior to pyrophosphate in that it will not revert to orthophosphate and is stable in the presence of oxidizing biocides. As a result, **3DT289** delivers lower total phosphate concentrations and less polymer demand. Additionally, because PSO does not revert to orthophosphate, **3DT289** can be effectively used in systems with long holding time indices (HTI's).

Control of Microbiological Growth
Also known as Maximizing Operating Efficiency (lower Energy Costs) and Minimizing Downtime/Cleaning (lower Maintenance Costs)

> **BIO-MANAGE® is a service program that helps provide microorganism control and clean systems. BIO-MANAGE is an approach to controlling biological fouling in industrial water systems that emphasizes system surveys, understanding the root cause of microbial growth and biofilm formation, and using an Engineering Approach to develop comprehensive programs for biological control. When dual antimicrobial products, such as STA·BR·EX ST70 and H-550, are used as part of BIO-MANAGE and controlled by the 3D TRASAR Bio Control system, greater efficacy and efficiency can be gained. This program is industry "Best Practice" and meets OSHA, ASHRAE, and CTI guidelines.**

STA·BR·EX ST70 is a liquid biocide best described as an aqueous, one-drum, all-bromine stabilized product that is already active and ready to feed. STA·BR·EX ST70 is used to control bacteria and other organisms in recirculating cooling water, pasteurizers, air washers and other heat transfer systems. **STA·BR·EX ST70** is stabilized, which provides the features of stable long-term storage, improved biological deposit penetration, improved compatibility with other treatment chemicals, lower production of disinfection by-product, and low volatility for improved usage.

NALCO 3DTBR06 is a proprietary reagent used to monitor the microbiological health of the cooling water system, including both planktonic and sessile bacteria. The "health" of a cooling water system, determined automatically with the use of **3DTBR06**, is then reported back to the central 3D TRASAR unit that analyzes and interprets the information. The 3D TRASAR controller will subsequently provide an automated, demand-based biocide response for optimized control of microbial activity in an open recirculating water system. **3DTBR06** is used in conjunction with the "intelligent" sensors of 3D TRASAR that read and interpret live data and, using proprietary algorithms, provide for real-time response in a fully automated fashion.

> The greatest benefit of **3DTBR06** is that it ***directly*** monitors the total health of the system, not just planktonic populations or the amount of biocide in the system. Use of the 3D TRASAR 5000 technology will enable biocide feed on demand. More is fed during peak microbiological activity and less is fed when microbiological activity is low. It responds to a wide spectrum of microbes. This means microbial activity is treated before it forms biofilm deposits (in existing clean systems). In systems with biofilm accumulation, 3D TRASAR Microbio Control should be used together with a biodetergent to improve and track biofilm remediation, as part of cooling water control best practices. **3DTBR06** will respond immediately (within minutes) to stresses such as open dead-legs or process contamination. Use of **3DTBR06** will contribute to reduced corrosion, reduced phosphate reversion, and reduced environmental impact.

NALCO H-550 is a broad-spectrum, nonoxidizing biocide approved for use in recirculating cooling towers, air washers with mist eliminators, pasteurizers, and heat transfer systems. **H-550** is particularly effective in controlling fungi, slime-forming bacteria and sulfate-reducing bacteria. Because of its persistency and efficacy at elevated pH, **H-550** is frequently used in closed water loops.

Facility Summary

There are 4 systems that will be treated. One cooling tower, two chilled closed loops and one hot closed loop.

The service agreement will include:

- Monthly service visit and chemicals for the period of April 1st 2011 – March 30th 2012.
- Monthly lab analysis for two chilled closed loops, hot closed loop, cooling tower and raw makeup water.
- Coupon analysis per quarter

Laboratory Analysis (per month)

Raw Makeup Water.....$320.00
Open Loop (Cooling Tower).....$272.00
Chilled Closed Loop #1.....$250.00
Chilled Closed Loop #2.....$250.00
Hot Closed Loop..... $140.00

Coupons (Analyzed quarterly).....$45.00 ($45.00 / 3 = $15.00 monthly) $15.00

Analytics monthly subtotal $1,247.00**
Yearly subtotal.....$14,964.00**

Chemicals

NALCO 3DT289 (scale & corrosion inhibitor).....10 gallons
STABREX ST70 (oxidizing biocide).....15 gallons
NALCO H-550 (non-oxidizing biocide)..... 10 gallons
NALCO 3DTBR06 (bioreporter dye)..... 5 gallons
NALCO C-4710 (closed loop inhibitor)..... 5 gallon

Subtotal.....$5429.99**

**(Does not include all applicable shipping and tax)

Yearly estimated expense for Water Treatment Services **$20,393.99****

**(Does not include all applicable shipping and tax)

The 3D TRASAR Controller requirements

- A 33in x 60in wall section for the controller and coupon rack. The wireless gateway can be mounted on the side. The dimensions for the controller are 33in x 33in and Coupon Rack dimensions are 24in x 20in.
    - .If wall space is limited custom stands can be built to stand separately
- Power Requirements are (Qty 2) 85-250VAC @ 20 amps on separate GFCI protected circuit. A proper plug for 20-amp service must be provided for the controller or the unit may be hard wired (using 12 AWG. wire). Gateway will require a plug as well.

Additional Equipment Items / Services (As-needed)

Secondary Containment Pallets (Required)	see Grainger (or equal)
Chemical Metering Pumps (Inhibitor and Biocides)	$575.00 / each
Chemical Metering Pumps (BioReporter)	$399.00 / each
Differential Microbiological Analysis	$110.00 / sample
Legionella Analysis	$185.00 / sample
Deposit Analysis	$330.00 / sample
Metallurgical Failure Analysis	Call for Quote
Handheld Fluorometer (Tower Inhibitor Measurement)	$1,440.00 / each
Handheld pH/Conductivity Meter (Tower, Loops)	$910.00 / each

We greatly appreciate the opportunity to provide you with our services and innovative technology. Please let us know if you have any questions.

Thank You,

Christopher Lee
Technical Service Engineer II
(650) 477-7567

LINE - 0006

Platinum Premier Maintenance Agreement

Purchaser: Apex Mechanical
2233A Paragon Drive
San Jose; CA 95131
Hereinafter referred to as "Purchaser", "you', and "your".

Location: National Archives and Records Administration Bldg.
1000 Commodore Drive
San Bruno, CA 94066

By: ThyssenKrupp Elevator Corporation
2369 Lincoln Ave.
Hayward, CA 94545
Telephone: (510)476-1900Ext 7747, (510)314-4563
Fax: (510)476-1922
E-Mail: heidi.bojorquez@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator', "we", "us" and "our".

PLATINUM PREMIER MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
National Archives	1	Unknown	Hydraulic	Passenger	
National Archives	1	Unknown	Hydraulic	Passenger	

Platinum Premier Maintenance Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, we will absorb straight time and overtime premium expenses. Overtime service requests are performed before or after normal business working days and hours.

VIEW®

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

Platinum Premier Maintenance Agreement

☐ **VISTA®** (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☐ **SoundNet®** (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

☐ **Periodic Safety Testing** (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Platinum Premier Maintenance Agreement

Items Not Covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

VIEW®. ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.tke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

Other Conditions. With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be **Six Hundred Eighty-Five** dollars **($ 685.00)** per month, excluding taxes, payable quarterly in advance.

Term. This agreement is effective for ten (10) years starting March 01, 2011 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive ten (10) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days but not more than 120 days before the end of the initial ten (10) year period, or at least ninety (90) days but not more than 120 days before the end of any subsequent ten (10) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the

percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Apex Mechanical	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Heidi Bolorquez Account Manager (510)476-1900Ext 7747	_____ (Print or Type Name) _____ (Print or Type Title)	_____ (Print or Type Name) _____ (Print or Type Title)
February 21, 2011 (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

Special Considerations

Repairs will be performed during standard Elevator business hours, after hour requests will be considered overtime and charged accordingly.

Price will be held for 2 years. Escalation capped at 5%.

Platinum Premier Maintenance Agreement

Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection

ThyssenKrupp Elevator submits this agreement with the understanding that all existing equipment has been the subject of an appropriate maintenance program. During the first ninety (90) days of this agreement, ThyssenKrupp Elevator, at its sole option, will thoroughly inspect the equipment and may submit a comprehensive evaluation of findings to Purchaser. Should that evaluation reveal items that ThyssenKrupp Elevator determines, in its sole opinion, require repair and/or replacement, we will provide you with a written proposal for that work at additional cost to you. Should you fail to accept our proposal, we shall have the exclusive right to either immediately terminate this agreement or exclude the affected component from this agreement upon written notice to you. Should unsafe or hazardous conditions exist, we retain the exclusive right to terminate this agreement immediately upon written notice to you.

Standard Preventative Maintenance Agreement

Ascent Elevator Services, (AES), (hereinafter the "Company") agrees to furnish to:

Apex Mechanical, Inc.
2233-A Paragon Drive
San Jose, CA 95131

(Hereinafter called the "Purchaser"); full maintenance service on the following listed elevators located at:

Leo J. Ryan Federal Records Center
1000 Commodore Drive
San Bruno, CA 94066

QUANTITY	TYPE	MANUFACTURER	LANDINGS
2	Hydraulic		

The Company will periodically and systematically provides exclusive maintenance services using trained personnel directly employed and trained by the Company.

The Company agrees to maintain the above referenced elevator equipment (the "Equipment") by performing the work in accordance with the following terms and conditions, except as altered by any "Supplemental Proposals", attached as a separate addendum and listed below.

Supplemental Proposals: listed below as Addendum A

THIS AGREEMENT INCLUDES

Under this Agreement, the Company will regularly and systematically examine, adjust, lubricate as required, and when, in the Company's opinion conditions warrant, repair and replace the following assemblies and components provided that at the time this Agreement is submitted, they exist on the Equipment to be serviced:

Elevator(s) - Traction Machine Components, including worm and gear, bearings and housing, drive sheave, drive sheave shaft bearings, brake including brake pulley, brake coil, brake contact and linings.
Hydraulic pump unit components, including valves, pumps, motors, valve magnet coils, V-belts, bearings, seals, and packing.
Governor, including sheave and shaft assembly, bearings, contacts and jaws.
All Idler Sheaves, including deflector and secondary, car, counterweight, compensation, governor tension assemblies, and related bearings.
Controller Components, including relays, contractors, solid-state components, resistors, condensers, contacts, transformers, leads, mechanical or electrical timing devices, computer devices and microprocessor components.
Selector Components, including selector drive, and all mechanical and electrical drive components.
Hoistway Door Interlocks, or locks and contacts, including bottom door gibs and auxiliary door closing devices for power operated doors.
Hoistway Limit Switches, slowdown switches, leveling switches, associated cams and vanes.
Guide Shoes, rollers, or replaceable liners.
Buffers (Spring or oil), buffer switches, seals and packing.
Automatic Power Operated Door Operator, door protective devices, and car door contacts.
Car and Counterweight Safety Mechanisms, and load weight equipment.

Initials___

Fixtures, including contacts, buttons, key switches, locks, lamps and sockets of the following devices: button stations (car and hall), hall indicator lanterns, position indicators, direction indicators, master indicator and control panels. All "signals" will be relamped as required, during regular examinations only.
Traveling Cables, for elevator operation and elevator control wiring in hoistway and machine room.
Motor and Motor-Generator Components, including auxiliary rotating systems (tachometer and regulator), field windings, rotating elements, commutator, brushes, brush holders, bearings and SCR drive components.

Lubricants compounded to rigid specifications, selected and tested for the service conditions required. Lubricants and Hydraulic Fluid will be added, as necessary for proper operation, to gearboxes and pumping unit tanks.
Lubrication elevator guide rails (car and counterweight) except where types of guides and/or safety devices require dry rails.
ANSI Fire Testing in accordance with local code requirements Ascent agrees to routinely test the fire service functions of the elevators and properly note the test results on a log sheet. Smoking of the hall way detectors and trouble shooting of the main building fire panel is not included.
Periodic Cleaning of pit(s), machine room(s), and hoistway(s).
Labor and Material to periodically equalize tension on the hoist cables and when in the Company's judgment, it is necessary to maintain the recommended factor of safety, to replace the hoist cables, governor cables, or compensating cables. Where applicable, to check the group dispatching systems, during regular working hours, and make the necessary tests to ensure that all circuits and time settings are adjusted to provide, subject to the limitations of the equipment, the best possible overall service.
Parts Inventory and Wiring Diagrams – The Company will, during the term of this Agreement, maintain for the performance of routine preventative maintenance, either in the machine room or in the technicians mobile van inventory, a supply of frequently used replacement parts and lubricants to meet the specific needs of the Equipment. A parts cabinet will be provided when necessary, with all such supplies remaining the property of the Company. The Company further agrees to maintain a supply of replacement parts in our local warehouse inventory, available for delivery in case of emergencies.
Wiring diagrams will be maintained for use by Company technicians. The Purchaser agrees to furnish a complete set of "As Built" diagrams when necessary. Diagrams furnished by the Company will remain the property of the Company.
The Purchaser agrees to provide the Company with unrestricted ready access to all areas of the building in which any part of the Equipment are located and to keep all machine rooms and pit areas free of water, stored materials and excessive debris. The Purchaser agrees to provide a safe workplace for Company personnel, and to promptly remove any hazardous materials in accordance with applicable laws and regulations.

UNDER THIS AGREEMENT, Ascent Elevator Services WILL ALSO PROVIDE:

24-HOUR SERVICE – The Company will provide the Purchaser with our 24-hour, year round dispatching service. This includes 24-hour answering of any elevator phone unit at no additional charge. In the event an elevator malfunction occurs between regular examinations, our Company service representative will, at the Purchaser's request, dispatch a technician to perform emergency minor adjustment call back service.
QUALITY CONTROL – The Company will have a Maintenance Supervisor perform periodic surveys to confirm that the Equipment conforms to the Company requirements for maintenance quality and safety. In addition, during the term of this Agreement, the Company will maintain all call back and repair data, a record of routine examinations, and periodically conduct field audits of personnel to maintain high maintenance program standards.
CUSTOMER SERVICE – The Company will assign a Customer Representative to the Purchaser's account, which will be available for consultation in any matter relating to the maintenance of the equipment. The Customer Representative will be available to discuss the Purchaser's elevator needs in the areas of modernization, traffic handling ability, recommendations, and requirements of code authorities, and proper use and care of the equipment.
REPORTS – The Company will maintain management reports that monitor any and all service calls for the Equipment listed by unit, which are received by the Company's dispatching center. At the Purchaser's request, these reports can be provided for a specified period of time.

CONDITIONS OF SERVICE:

Any changes to the standard terms of this Agreement for any equipment are described as a supplemental proposal to this Agreement, as set forth on page one (1). The Company shall have the responsibility for, or make only those repairs, replacements, and/or adjustments required under the Agreement, that are necessary due to ordinary wear and tear. The Company shall not be responsible for the following items under any circumstances, unless separately agreed in writing.
For renewals and/or repairs that become necessary due to vandalism, misuse, negligence, Act of God, act of War, Terrorism or any other cause that is beyond the Company's direct and reasonable control.

Initials___

The installation of any new attachments on the Equipment (or to modify the Equipment in any manner), whether recommended or directed by insurance companies or governmental authorities (including code authorities) or as a result of any change in any applicable codes, or to make replacements with parts of a different design, or to replace or realign guide rails.
Cleaning that requires the disassembly of equipment, draining, flushing, replacement of lubricants or hydraulic fluids with new lubricants.
Revisions to existing computer software, computer and microcomputer devices, such as terminal keyboards, display units, and other computer hardware and/or software that are not exclusively dedicated to the elevator system or if not provided by the Company.
Safety tests other than those expressly called for under this Agreement.
Seismic devices, smoke sensors, emergency power systems, emergency lighting systems and fixtures.
Car enclosure, including removable panels, door panels, door hanger tracks, car gates, plenum chambers, suspended ceilings, light diffusers, car lighting fixtures, tubes, handrails, mirrors, carpets, tiles, sills, car platform sub flooring, castings or other structural members, telephones, bulbs, batteries, music systems, care heaters or air conditioners, fans, intercom systems, and security entry systems.
Hoistway enclosures, including hoistway doors, hoistway door frames, door hanger tracks and sills, swing door closures, pit ladders, pit and separator screens, pit and secondary access level door and beams.
Fixture faceplates of finished surfaces of any kind.
Power switches, breaker(s), including fuses and electrical power feeders to the elevator controllers.
Below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping.
With the passage of time, the present Equipment's technology and design may become outdated or obsolete. The original equipment manufacturer may have been acquired, may no longer be in business, or may have discontinued manufacture or support of the Equipment or its components. Upgrade or replacement of any such equipment or components will be at an additional cost to the Purchaser. Others shall not be permitted to make upgrades or alterations to the Equipment during the term of this Agreement. If at any time competitive pricing is necessary for any scope of work, Ascent Elevator Services shall have the last right of refusal to perform such work at a competitively bid price, provided to the purchaser in good faith by any third-party.

TROUBLE-CALL ANSWERING SERVICE

The Company agrees that service personnel will be available to the Purchaser for callback service 24-hours a day, seven (7) days a week. Callbacks included in the scope of the Agreement are as follows:

During regular working hours of regular working days. Regular working hours are 7:30 a.m. to 5:00 p.m., Monday through Friday, except holidays set forth in applicable collective bargaining agreements for elevator mechanics. Should the Purchaser request callback service be performed at time other than our regular working hours of regular working days, the overtime will be billed at the Company's full billing rates. The Purchaser agrees to pay for all labor expended at or traveling time to and/or from the job site at the applicable rate in performing the corrective work. The Purchaser agrees to pay any applicable sales tax, use, excise or other taxes that may now or hereafter be applicable to the services performed under this Agreement. In addition, the Purchaser agrees that any service requests at times other than our regular working hours of regular working days will be investigated by the Purchaser prior to calling and limited to emergency, minor adjustments.

All two-man repair jobs covered under this Agreement shall be worked during regular working hours of regular working days. If such "repair work" is required by the Purchaser to be worked during times other that regular working hours of regular working days, the Purchaser agrees to pay the resulting charges.

TERM OF AGREEMENT

This Agreement shall commence on March 1st, 2011 (hereinafter the "Commencement Date"). The term of this Agreement shall be for Three Years, beginning on the Commencement Date, and shall continue for a subsequent renewal period of the same length unless either party provides the other with a written notice of its intent not to renew 90 days prior to the expiration of the then current term. Should the Purchaser terminate this Agreement prior to the expiration of the then current term, all future charges for the unexpired term of the Agreement become due and payable immediately as liquidated damages. In the event of the sale, lease or other transfer of the ownership of the Equipment described herein, or of the premises in which the Equipment is located, The Purchaser agrees that the buyer, lessee, or other transferee shall be made aware of this Agreement and shall assume and agree to be bound by the terms of this Agreement for the balance of this Agreement.

AGREEMENT PRICE

- Agreement Price:

Purchaser shall pay to AES **Four Hundred Twenty Dollars per month ($420.00)** in advance for all services referenced above.

- Price Adjustment:

The Agreement Price reflected above will be adjusted annually to reflect increases or decreases in material and labor costs as follows

- Material

Twenty percent (20%) of the original Agreement Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" as published by the U.S. Department of Labor, Bureau of Statistics, for the price adjustment month compared with the index on January 1,2011.

- Labor

Eighty percent (80%) of the original Agreement Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on January 1,2011 which was 82.615. For the purpose of this section, "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator mechanics in the geographical area where the equipment to be maintained under this agreement is located. Fringe benefits include but are not limited to pensions, vacations, paid holidays, group life insurance, disability and accident insurance, and medical/dental insurance.

STANDARD TERM AND EXTENDED TERM DISCOUNT OPTIONS

The standard term for this Agreement is Three (3) years, commencing on the Commencement Date set forth above.

The Company offers percentage discounts to the Agreement Price based on extended Agreement Term options. Extended Agreement Terms also commence on the Commencement Date set forth above. Checking the appropriate selection below may elect an Extended Agreement Term, with a corresponding percentage discount to the Agreement Price:

Extended Agreement Term	Discount	Election
Ten (10) years	6%	1

This Agreement will automatically renew at the expiration of the Standard term, or, if elected, the expiration of the Extended Agreement Term, whichever is later, for successive periods equal to the initial term (either standard or extended) of this Agreement. Either party may terminate this Agreement at the end of the initial term or at the end of any subsequent term by giving the other party at least ninety (90) days written notice prior to the end of the current term.

At the end of any initial Extended Agreement Term, or at the end of any subsequent Agreement Term, the Purchaser may elect to reduce the renewal term to periods of not less than one (1) year by giving AES ninety (90) days advance written notice prior to the expiration of the then current term. If such notice is given, the Extended Term Discount shall be discontinued during the subsequent automatically renewed term of this Agreement.

The provisions relating to Extended Agreement Terms and Extended Term Discounts in this section are intended to modify the Agreement Price and the Standard Term of this Agreement and shall be deemed to be controlling as to the Agreement Price under this Agreement.

Initials___

PAYMENTS

The Purchaser shall make payments under this Agreement on a monthly basis, due on or before the last day of the month prior to the following month. The first payment under this Agreement shall be due on the Commencement Date.

The Purchaser shall pay a late charge from the date payments become due of One and One-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to reasonable attorney's fees and costs) incurred by the Company to collect overdue amounts.

Failure of the Purchaser to pay any sum due within sixty (60) days shall be construed as a material breach of this Agreement. In the event of a material breach relating to payments due under this Agreement, the Company may, at its option, declare all sums due or to become due for the unexpired term of this Agreement immediately due and payable as liquidated damages, and until the same are paid be discharged from any further obligations under this Agreement. It is expressly understood by Purchaser that included among the Company's options for collection of outstanding amounts due and any liquidated damages is the Company's right to obtain and prosecute a mechanic's and materials man lien against the real property on which the Elevator Unit is located.

TERMS AND CONDITIONS

The Company shall be liable for accidents and/or injuries to persons or property only when caused by the sole negligence or willful misconduct of the Company or its employees. It is agreed that when the Company is not working about or on the Purchaser's equipment, the Company does not assume the management or control thereof, and at the time the Company's service personnel is servicing the Purchaser's Equipment, the Company is only asserting possession and control over the specific component being serviced at any given moment, and possession and control of the remainder of the Equipment shall remain with the Purchaser who shall indemnify, defend and hold the Company harmless from all loss and liability in connection therewith, except when cause by the sole negligence or willful misconduct of the Company or its employees.

The Purchaser shall indemnify and defend the Company against all claims, demands and liability for damages for bodily injury to persons and/or damage to property arising out of or connected with the use, repair or maintenance of the equipment, however, this indemnity and defense obligation shall not extend to any claims, damage or liability caused by the sole negligence or willful misconduct of the Company or its employees.

Should the equipment to be maintained under this Agreement require any safety tests on the date this Agreement commences, the Company assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this Agreement until such test has been made. The Company shall not be liable for damage to the building structure resulting from performance safety tests under this Agreement. Should a certain elevator unit fail any of the tests required to obtain coverage under this Agreement, it shall be the Purchaser's sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this Agreement.

The Company shall not be responsible for any injuries or damages relating to any condition of the Equipment that cannot be revealed by the ordinary inspection methods offered by this service. The Company shall not be responsible for making safety inspections of elevators, escalators and/or building equipment outside the scope of this Agreement. The Company shall not be liable for any loss, damage, delay or other harm due to any cause beyond the Company's reasonable control, including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, riot, civil commotion, war, terrorism, theft, flood, act of God, power failure, water inundation, water seepage, water leak, condensation build-up, weather, earthquake, vandalism, misuse, abuse, mischief, or efforts to maintain, make repairs or replace parts by others. Notwithstanding any other agreement or provision in this agreement to the contrary, under no circumstances shall the Company be held liable for any indirect, special or consequential damages of any kind including, but not limited to fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise. In the event any portion of this Agreement is deemed invalid or unenforceable by a Court of law, all other portions of the agreement not deemed invalid or unenforceable shall continue in full force and effect. Failure by the Company to exercise any rights available under this Agreement shall not operate as waiver or forfeiture of any such right. Any extension, indulgence, change or temporary forbearance by the Company in the method, mode or manner of payment or any other rights under this Agreement shall not be construed as a waiver of any of the Company's rights under this Agreement.

Initials___

ACCEPTANCE

If this proposal is accepted by the Purchaser and approved by an authorized representative of Ascent Elevator Services, Inc. in the spaces provided below, it shall constitute the exclusive and entire agreement for services described herein. All prior oral, written or otherwise communicated representations or agreements regarding the subject of this Agreement that not expressly incorporated into this Agreement shall be superseded and deemed null and void. Any purchase order or other writing issued by you in connection with the services to be provided, either previously or in the future, shall be deemed to have been issued for your administrative or billing identification purposes only and shall not govern the services to be provided by the Company. The parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided by the Company. Nothing in this Agreement is to be construed as the Company relinquishing or giving up any rights under any existing Agreements with the Purchaser until and unless this proposal is fully executed by all parties. Submission of this proposal by the Company's personnel without approval by an authorized representative of the Company in the space provided below shall not be sufficient to bind the Company to this Agreement. Once executed by all parties, this Agreement may not be changed, modified, revised or amended unless such change, modification revision or amendment is signed, in writing, by the Purchaser and an authorized representative of the Company. No handwritten changes to this Agreement shall be effective as to the Company unless clearly initialed next to such change by an authorized representative of the Company.

The prices and terms quoted in this Proposal are valid for ninety (90) days from the proposal date.

Proposal Submitted by: Donovan McKeever

Accepted in Duplicate:

PURCHASER
Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Company Name _____

Ascent Elevator Services Inc.
Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

Initials___

ADDENDUM A

NONE

PROPOSAL and CONTRACT

ELEVATOR INSTALLATION, MAINTENANCE, REPAIR, AND MODERNIZATION.

Ascent Elevator Services
1555 Yosemite Avenue, Suite 13
San Francisco, CA 94124
Phone(415) 671-4900 - Fax (925) 829-4465

Contractors License # C11 835183

CUSTOMER		BILLING LOCATION	
Name	LEO J. RYAN FEDERAL RECORDS CENTER	Name	APEX MECHANICAL, INC.
Address	1000 COMMODORE DRIVE	Address	2233-A PARAGON DRIVE
City, State, Zip	SAN BRUNO, CA 94066	City, State, Zip	SAN JOSE, CA 95131
Attn.	CRAIG INMAN Phone/Fax	Email	CINMAN@APEX.US.COM P.O. #
		DATE	February 23, 2011

Ascent Elevator Services proposes to provide necessary labor and material to:

1000 COMMODORE DRIVE

FULL FIVE YEAR HYDRAULIC LOAD TESTS (BOTH CARS)

COMPLY TO STATE OF CALIFORNIA

PROPOSED COST - $2,500.00

We propose to do the work specified above ([ ] and N/A addendum's attached) furnishing all labor and materials as specified for a sum of $ $ 2,500.00 incl. Tax with payment to be made as follows Due upon Receipt of invoice

NOTE This proposal may be withdrawn if not accepted within 30 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All Agreements contingent upon strikes, accidents or delays are beyond our control and shall not be binding prior to credit approval. Ascent Elevator Services Inc. to carry all necessary insurance required by local ordinances. A Certificate of Insurance will be furnished upon request.

The prevailing party in any litigation involving this contract shall be entitled to reasonable attorneys fees to be awarded by the court.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work in the above proposal for which the customer agrees to pay the amount mentioned in the said proposal and according to the terms thereof.

ASCENT ELEVATOR SERVICES		CUSTOMER	
Accepted by:		Accepted by:	
Submitted by:	Jennifer Sutton	Title:	
Date:	February 23, 2011	Date:	

SPECIALIZING IN HAPPY ELEVATORS.

Daniel Dominguez

From: Dom Ofrecio [domoff@starelevator.com]
Sent: Tuesday, March 08, 2011 10:39 AM
To: 'Daniel Dominguez'
Cc: 'Craig Inman'; 'George Nieva'
Subject: RE: NARA Building -1000 Commodore Drive, San Bruno Ca. 94066 quote for maintenance

Hi Daniel,

Our quote is $495 per month for the PM of two freight elevators at the above-named facility. If you have any question, don't hesitate to call.

Sincerely,

Dom Ofrecio
Star Elevator, Inc.
1300 Industrial Road, Suite 4
San Carlos, CA 94070
650.631.3999
650.631.3927 fax

From: Daniel Dominguez [mailto:ddominguez@apex.us.com]
Sent: Friday, February 18, 2011 8:47 AM
To: domoff@starelevator.com
Cc: 'Craig Inman'
Subject: RE: NARA Building -1000 Commodore Drive, San Bruno Ca. 94066 quote for maintenance

Hi Dom,

Try this version. Just start from the middle of the page at C.40>

Thanks,
daniel

From: Dom Ofrecio [mailto:domoff@starelevator.com]
Sent: Friday, February 18, 2011 8:45 AM
To: ddominguez@apex.us.com
Subject: NARA Building -1000 Commodore Drive, San Bruno Ca. 94066 quote for maintenance

Hi Daniel,

I am unable to open the PDF document attached to your RFQ. Your resending the docs will be appreciated.

Cordially,

Dom Ofrecio
Star Elevator, Inc.
1300 Industrial Road, Suite 4
San Carlos, CA 94070

650.631.3999
650.631.3927 fax

From: Daniel Dominguez [mailto:ddominguez@apex.us.com]
Sent: Thursday, February 17, 2011 12:27 PM
To: star@starelevator.com
Subject: National Archive and Records Administration building 1000 Commodore Drive, San Bruno Ca. 94066 quote for maintenance

Hi,

Please provide a quote using attached scope.

Thanks,

Daniel Dominguez
APEX MECHANICAL INC.
***8(a) *MBE *SDB**
2233A Paragon Drive
San Jose, Ca. 95131
Ofc. 408-573-8260
Fax 408-884-4948

LINE - 0007