Section H- Special Contract Requirements

H.1 Background

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

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

H.2 Observance of Federal Holidays

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

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

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

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

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

H.3 Normal Working Hours

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

H.4. Emergency Services

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

H.5 Ordering Procedures

All task orders under BMO SB must be:

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

3. Identify the BMO SB Labor Categories and Service Occupational Codes (See Attachment- BMO SB Labor Categories)
4. Solicited and awarded under the proper NAICS Code and corresponding BMO SB MA-IDIQ Contract Number (See Section H.6.)
5. Identify the proper Product Service Code (See Attachment BMO SB PSCs)
6. Comply with the ordering procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements.
7. Comply with the Fair Opportunities ordering procedures outlined in FAR Subpart 16.505 (b)(1).

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

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

H.6 North American Industry Classification System (NAICS)

The Office of Management and Budget's (OMB's) North American Industry Classification System (NAICS) is a coding system for classifying where services are performed by type of economic activity in order to analyze economic data and promote uniformity in describing the economy.
The Small Business Administration (SBA) assigns a business size standard to each NAICS code, which is usually stated in number of employees or average annual receipts, to represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business by the SBA in order to qualify for small business socio-economic programs.

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

H.6.1 BMO SB NAICS Codes

BMO SB is comprised with 2 separate BMO SB Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) service groups that span 18 NAICS Codes under the economic subsectors 561 Administrative and Support and Waste Management and Remediation Services and 236, Construction. NAICS Codes are divided into 2 separate groups (Operations and Maintenance and Facility Support Services) based on 1 small business size standards ($38.5M). Each Service Group is a separate BMO SB MA-IDIQ task order contract. (See Section H.6.2 Predominate Task Order NAICS Determination.)

H.6.2 Predominant Task Order NAICS Determination

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

Once a NAICS Code is selected by the OCO, the OCO must provide fair opportunity to all Contractors under the corresponding BMO SB Service Grouping for solicitation purposes, unless an exception to fair opportunity has been properly executed. Ordering Procedures at FAR 16.505 apply. If the solicitation could be classified in two or more NAICS codes with different size standards, the OCO shall apply the

NAICS code and corresponding size standard for the industry accounting for the greatest percentage of anticipated task order price/cost. The table below identifies all BMO SB NAICS code assignments to each service group:

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

Service / Service Grouping	NAICS Code	NAICS Title	Size Standard
Operations and Maintenance	561210	Facilities Support Services	$38.5 M
HVAC Maintenance	238220	Plumbing, Heating, and Air-Conditioning Contractors	$15 M
Plumbing and Pipefitting	238220	Plumbing, Heating, and Air-Conditioning Contractors	$15 M
Elevator Maintenance	238290	Other Building Equipment Contractors	$15 M
Electrical Maintenance	238210	Electrical Contractors and Other Wiring Installation Contractors	$15 M
Fire Alarm System Maintenance and Repair	561621	Security Systems Services (except Locksmiths)	$20.5 M
Fire Suppression (Water Based) System Preventative Maintenance and Repair	238220	Plumbing, Heating, and Air-Conditioning Contractors	$15 M
Roofing Services	238160	Roofing Contractors	$15 M
Building Management Services	531312	Nonresidential Property Managers	$7.5 M
Architectural and Framework Building Maintenance Services	236220	Commercial and Institutional Building Construction	$36.5 M
Commissioning Services	541330	Engineering Services	$15 M
Elevator Inspection Services	541350	Building Inspection Services	$ 7.5 M

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

Service / Service Grouping	NAICS Code	NAICS Title	Size Standard
Facility Support Services	561210	Facilities Support Services	$38.5 M
Janitorial	561720	Janitorial Services	$18 M
Landscaping/Grounds Maintenance	561730	Landscaping Services	$7.5 M
Cemetery Maintenance	561730	Landscaping Services	$7.5 M
Pest Control	561710	Exterminating and Pest Control Services	$11 M
Waste Management and Recycling Services	562111	Solid Waste Collection	$38.5 M

H.7 Product Service Codes (PSC)

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

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

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

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

H.8 Systems, Certifications, and Clearances

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

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

H.9 Acceptable Accounting System

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

H.10 Acceptable Estimating System

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

An acceptable estimating system means an estimating system that is:

- Maintained, reliable, and consistently applied
- Produces, verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices
- Is consistent with and integrated with the Contractor's related management systems
- Is subject to applicable financial control systems

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

H.11 Approved Purchasing System

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

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

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

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

H.12. Meaningful Relationship Commitment Letters

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

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

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

H.13 Security Clearance Requirements

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

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

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

H.13.1 Facility Clearance Level

A facility clearance level (FCL) is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense

(DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

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

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

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

H.13.2 Employee Security Clearance

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

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

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

H.13.2.1 HSPD-12

When a Contractor or their Subcontractors are required to have physical access to a Federal controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement Homeland Security Presidential Directives-12 (HSPD-12).

H.13.2.2 Security Requirements and Personal Identity Verification Procedures (Non-Classified Contract) – (O&M/Custodial)

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

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

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

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

Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service Contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable Contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial

resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

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

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

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

The OCO or a designated representative may require the Contractor to remove any employee(s) from Government controlled buildings or other real property should it be determined that the individual(s) are either unsuitable for security reasons or otherwise unfit to work on Government controlled property. The Contractor shall fill out and cause each of its employees performing work on the Contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the OCO, the Contractor and its employees shall be fingerprinted.

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

H.14 Suitability Determinations - (O&M/Facility Support Services)

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

Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.
Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badge, and escorted entry, as applicable. Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.

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

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

employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

It may be necessary to escort temporary Contract employees who do not have favorable preliminary or final suitability determinations and shall work in federally controlled space. In those cases, all uncleared Contract employees shall be escorted in nonpublic space by a Government employee or another responsible cleared Contract employee who is approved by the OCO or designee. Other Government agencies may have specific Agency security requirements for their own space that may only allow escort by Government employees or those designated by their Agency. Government employees or approved

cleared Contract employees who provide escorts for uncleared Contract employees shall always be in close proximity and within eyesight of the uncleared Contract employee. The Contract escort shall watch uncleared employees and remain with uncleared Contract employees for the entire time they are in the building and or federally controlled space. Uncleared employees cannot be left alone or out of eyesight at anytime they are in nonpublic space. A cleared and approved escort may not allow several uncleared Contract employees to be in Federally controlled space, that is not within close proximity and within eyesight at all times. A cleared and approved escort may not allow multiple uncleared employees in non-public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved Contract employee will result in the immediate removal from the Contract of all Contract employees involved, i.e., escorts and uncleared escorted Contract employees. Also, violations of escort requirements by Contract employees in accordance with security requirements may be grounds for termination of the Contract.

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

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

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

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

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

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

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

- Failure to receive a suitability determination, temporary clearance, or clearance from the Government Agency.
- Violation of Federal, State, or Local law.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.

- Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government. Theft, vandalism, immoral conduct, or any other criminal actions.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
- Improper use of Government identification.
- Unauthorized use of communication equipment on Government property.
- Violation of security procedures or regulations.
- Violation of Title 18,U.S.C.,Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

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

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

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

H.14.7 Sensitive But Unclassified (SBU) Information - (O&M/Facility Support Services)

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

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

- Paper and or electronic documentation of the physical facility information.
- Building designs (such as floor plans).
- Construction and renovation or alteration plans and specifications.
- Equipment plans and locations.

- Building operating plans.
- Information used for building service Contracts and or Contract guard services.

For all Government controlled facilities, any other information considered a security risk shall be considered covered under this category.
All SBU building information, either in electronic or paper format, shall have specific imprinting on each page to designate it as Government property and indicate the prohibition of copying, dissemination, and distribution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.15.1 Green Purchases – (Facility Support Services)

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

- Compliance with appropriate clauses and subparts of FAR 7, 11, 12, 13, and 23.

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

Additional information on environmentally preferable products may be found through sources such as the U.S; EPA's Environmentally Preferable Purchasing Program's website: http://yosemite1.epa.gov/oppt/eppstand2.snf.

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

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

H.15.3 Recycle Content Product Purchase Annual Reporting – (O&M/Facility Support Services)

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

H.16 Facility Support Training Requirements

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

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

H.17 LEED Requirements

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

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

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

- **LEED for Existing Buildings: Operations & Maintenance**
  The Leadership in Energy and Environmental Design (LEED) for Existing Buildings: Operations & Maintenance (LEED EBOM) rating system provides building owners and operators a concise

framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions.

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

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

The Contractor shall provide LEED EBOM reports as required at the task order level. When specific reporting formats are required, the Government shall provide templates that must be used for the reports. To facilitate the efficiency of the reporting process, the Government has developed an online reporting tool that can be used by the Contractor. Where reporting format templates and tools are not provided, the Contractor may report the required information in a format of their choosing, but the information must be sufficient enough to meet the LEED-EBOM rating system's submittal requirements.

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

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

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

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

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

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

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

Custodial Training Requirements Worksheet
LEED EBOM credit: EQc3.1

Completed prior to start of Performance Period, updated at completion of Performance Period, reporting on training activity during Performance Period.

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

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

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

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

At the request of the OCO the Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with CFR 40-763 http://www.access.gpo.gov/nara/cfr/waisidz_06/40cfr763_06.html and 29 CFR 1910. The Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR 1910. The training shall be conducted, at no additional expense to the Government, at least 60 calendar days after the start date of the Contract. The Contractor shall submit written certification to the CO or their designee within 5 days of the completion of training.

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

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

H.20 Personnel Qualifications – (O&M)

H.20.1 Personnel Training - (O&M)

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

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

At the request of the OCO the Contractor must ensure that all Mechanical Engineers, Mechanical Supervisors, Operating Engineers, HVAC Mechanics, and Control Technician employees, including replacement workers, receive Building Re-Tuning Training, (http://retuningtraining.labworks.org/training/lms/), a 5-6 hour on line course and refresher training every two years in accordance with the Federal Buildings Personnel Training Act of 2010. The training must be conducted, at no additional expense to the Government, at least 60 calendar days after the start date of the Contract. The Contractor must submit written certification to the CO or their designee within 5 days of the completion of training for each employee identified above.

H.20.3 Miscellaneous Requirements – (Facility Support Services)

The Custodial Contractor shall:

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

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

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

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

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

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

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

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

The following items are furnished by the Government:

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

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

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

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

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

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

H.21.2 Requirements for Network Connection – (Facility Support Services)

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

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

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

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

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

H.22 Contractor Responsibilities – (Facility Support Services)

H.22.1 Supervisors – (Facility Support Services)

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

H.22.2 Communication – (Facility Support Services)

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

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

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

H.22.3 Exposure Control Program – (Facility Support Services)

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

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

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

H.23.1 General – (O&M)

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

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

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

H.23.3 Subcontracts – (O&M)

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

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

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

H.24 Strike Contingency Plan (SCP)

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

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

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

H.25 Occupancy Emergency Plan (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the OCO or their designee during building emergencies. Designated Contractor personnel, including, the onsite supervisors, shall be thoroughly familiar with the Government's OEP and shall be trained by the Contractor to fully understand

their responsibilities relative to each emergency plan. The Contractor shall participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the Contract and as identified by the OCO or their designee o the extent allowed during all emergency situations, including, but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural and man-made disasters, and utility service outages.

H.25 Contractor Pandemic Plan

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

H.26 Conservation

(Facility Support Services)

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

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

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

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

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

- Vacuum cleaners certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and that operate with a sound level of less than 70dBA

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

H.27 Proprietary Solutions

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

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

H.28 Partnering

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

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

H.29 Meetings

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

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

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

H.30 GSA BMO SB Webpage

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

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

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

H.31 Contractor BMO SB Webpage

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

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

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

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

H.32 Marketing

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

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

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

H.33 Minimum Task Order Awards or Estimated Value

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

For example, if the Contractor is on-ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of 2 task order awards or total task order estimated value of $325K prior to the exercise of Option I. Failure to attain the expected number of task order awards or estimated value prior to the exercise of Option I may result in a Contractor being Off-Ramped (See Section H.35.6.).

H.34 Training and Permits

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

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

H.35 Ethics and Conduct

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

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

H.35.1 Supervision

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

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

company for which they work and, must not carry out any direction that violates the terms and conditions of BMO SB.

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

H.35.2 Conduct

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

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

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

H.35.3 Conflicts of Interest

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

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

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

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

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

H.35.4 Cooperation with other Contractors on Government Sites

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

H.35.5 Government Property

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

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

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

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

H.35.6 Leasing of Real and Personal Property

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

H.35.7 Government Facilities

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

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

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

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

H.35.8 Rights of Ingress and Egress

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

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

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

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

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

H.36.1 On-Ramping

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

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

H.36.2 Vertical Contract On-Ramping

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

For those BMO SB Contractors who no longer certify as a small business, the BMO SB Contractor may elect to be considered to be placed on the corresponding BMO SB unrestricted acquisition vehicle. In order to be eligible to do this, the recertification as a unrestricted business of the company must not have

been achieved on the basis of a merger or acquisition; or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of BMO SB.
In order to obtain a Vertical Contract Ramp, the Contractor must:

1. Have outgrown their small business sized standard on the basis of natural growth, not on the basis of a merger, acquisition or novation agreement in recognition of a successor in interest when Contractor assets are transferred during the term of BMO SB
2. Demonstrate successful performance under BMO SB
3. Submit a proposal in response to a solicitation materially identical to the original version of the BMO SB unrestricted solicitation
4. Meet all of the evaluation criteria of the original BMO SB unrestricted solicitation and,
5. Receive a proposal score equal to or higher than the lowest scoring Contractor within the service grouping being applied for.

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

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

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

H.36.3 Open Season On-Ramping

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

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

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

H.36.4 Focused On-Ramping (SubGroup Creation)

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

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

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

H.36.5 Dormant Status

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

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

If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations while the Contractor is in Dormant Status; however, Contractors placed in Dormant Status shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to the BMO SB contract only. Grounds for being placed in Dormant Status specifically include, but are not limited to, trends or patterns of behavior associated with the failure to meet the deliverables and compliances specified under Section F.4.1-Deliverables and Compliances

Dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the BMO SB CO must first send a letter, in writing, to the Contractor regarding the poor performance or non-compliance issue. The Contractor shall have reasonable time, at the discretion of the BMO SB CO, to provide the BMO SB CO with a remediation plan to correct the deficiencies/issues. If the BMO SB CO is satisfied with the Contractor's

response, the Contractor will not be placed in Dormant Status. If the BMO SB CO is not satisfied with the response, or the remediation plan is not effective, the OCO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The BMO SB CO final decision may be appealed to the BMO SB Ombudsman under Alternative Disputes Resolution (ADR), as defined in FAR Subpart 33.201 and GSAM 533.214. Using ADR does not waive the Contractor's right to appeal to the Agency Board of Contract Appeals or United States Court of Federal Claims.

H.36.6 Off-Ramping

GSA reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped have no active task orders under their BMO SB service group at the time of the Off-Ramping. Contractors under more than one BMO SB service group will only be off-ramped from the BMO SB service where the non-performing issues have occurred.

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

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

(End of Section H)