

<b>REQUEST FOR QUOTATION</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 OF 36
1. REQUEST NO. [REDACTED]	2. DATE ISSUED 07/10/2020	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY Bureau of Reclamation [REDACTED]			6. DELIVERY BY (Date) Multiple	
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME [REDACTED]			9. DESTINATION	
AREA CODE [REDACTED] TELEPHONE NUMBER [REDACTED]			a. NAME OF CONSIGNEE	
8. TO:			b. STREET ADDRESS	
a. NAME			c. CITY	
b. COMPANY			d. STATE	
c. STREET ADDRESS			e. ZIP CODE	
d. CITY			f. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 07/24/2020 1000 PT		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	The Contractor shall provide all labor, personnel, management, supervision, administration, transportation, equipment, tools, parts, materials, supplies, and all other items required to provide services included in the Performance Work Statement. Period of Performance: 08/15/2020 to 08/14/2025				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY			e. STATE		f. ZIP CODE	
			c. TITLE (Type or print)			

**NCAO ELEVATOR AND MAINTENANCE REPAIR SERVICES**

This is an e-Buy Request for Quote using the procedures included in FAR Subpart 8.405 for Elevator Maintenance and Repair Services for the Bureau of Reclamation, [REDACTED]. This RFQ is assigned to Special Item Number 03FAC, Category 811 001, Elevator and Escalator Preventative Maintenance. **Offers are due no later than 10:00 AM Pacific Time on July 24, 2020. Offers shall be emailed to [REDACTED] by the offer due date and time.**

**A site visit will be held on July 16, 2020 @ 12:00 PM Pacific Time. To register, please email [REDACTED] no later than 10:00 AM Pacific Time on July 14, 2020. Please provide your company's name, the Point of Contact's name, cell phone number, and email address. You will be sent information regarding the site visit.**

Wage Determination number 2015-5628, revision 10, is incorporated into this solicitation.

Task orders are subject to the terms and conditions of the contractor's GSA contract. In the event of conflict between a task order and a GSA contract, the contract shall control.

**PRICE SCHEDULE**

<b>Item No.</b>		<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
00010	BASE YEAR – Elevator Maintenance, Repair, and Testing Services – Firm Fixed Price Line Item  POP: 8/15/2020 - 8/14/2021  The Contractor shall provide all labor, personnel, management, supervision, administration, transportation, equipment, tools, parts, materials, supplies, and all other items required to provide services included in the Performance Work Statement.				
	DESIGNATION P-1, Shasta Dam Main Tour Elevator Location: Inside Shasta Dam, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Westinghouse S/N: 281896	12	MO	\$ _____	\$ _____
	DESIGNATION P-2, Shasta Dam Power Plant Location: Inside Shasta Dam Power Plant, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Westinghouse S/N: 23615	12	MO	\$ _____	\$ _____
	DESIGNATION P-3, Keswick Power Plant Location: Inside Shasta Dam Power Plant, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Otis S/N 25818	12	MO	\$ _____	\$ _____

**NCAO ELEVATOR AND MAINTENANCE REPAIR SERVICES**



	DESIGNATION SP-4, Spring Creek Dam Location: Inside Spring Creek Dam, 11757 Iron Mountain Road, Redding, CA Manufacturer: Dover S/N 42701	12	MO	\$ _____	\$ _____
	DESIGNATION P-6, Lower Vista House Location: Lower exit from Shasta Dam, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Capitol S/N None	2	SEMI ANNUAL	\$ _____	\$ _____
	DESIGNATION VL-7, Upper Vista House Location: Shasta Dam Visitor's Center, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Garaventa S/N 18133	2	SEMI ANNUAL	\$ _____	\$ _____
	DESIGNATION VL-8, Keswick Office Building Location: Inside Keswick Office Building, 16515 Keswick Dam Road, Redding, CA Manufacturer: Garaventa S/N 47195	2	SEMI ANNUAL	\$ _____	\$ _____
	<b>SUBTOTAL</b>			\$ _____	
00020	<p><b>BASE YEAR – Emergency or Urgent Repairs – Time and Materials Line Item</b></p> <p>POP: 8/15/2020 - 8/14/2021</p> <p>The Contractor shall provide emergency or urgent repair outside of the requirements of routine maintenance, repair, and testing services as included in the Performance Work Statement.</p> <p>Contractor shall provide a written estimate to the Contracting Officer prior to any repair work. Contractor is not authorized to incur any repair costs without prior approval from a Contracting Officer. The Contractor exceeds the stated ceiling price at their own risk.</p>				
	STRAIGHT-TIME	1	HR		
	OVERTIME	1	HR		
<b>Item No.</b>		<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
00030	<p><b>OPTION YEAR 1 – Elevator Maintenance, Repair, and Testing Services – Firm Fixed Price Line Item</b></p> <p>POP: 8/15/2021 - 8/14/2022</p>				

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	DESIGNATION VL-8, Keswick Office Building Location: Inside Keswick Office Building, 16515 Keswick Dam Road, Redding, CA Manufacturer: Garaventa S/N 47195	2	SEMI ANNUAL	\$ _____	\$ _____
	SUBTOTAL			\$ _____	
00040	OPTION YEAR 1 – Emergency or Urgent Repairs – Time and Materials Line Item  POP: 8/15/2021 - 8/14/2022  The Contractor shall provide emergency or urgent repair outside of the requirements of				

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	<p>routine maintenance, repair, and testing services as included in the Performance Work Statement.</p> <p>Contractor shall provide a written estimate to the Contracting Officer prior to any repair work. Contractor is not authorized to incur any repair costs without prior approval from a Contracting Officer. The Contractor exceeds the stated ceiling price at their own risk.</p>				
	STRAIGHT-TIME	1	HR		
	OVERTIME	1	HR		
<b>Item No.</b>		<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
00050	<p>OPTION YEAR 2 – Elevator Maintenance, Repair, and Testing Services – Firm Fixed Price Line Item</p> <p>POP: 8/15/2022 - 8/14/2023</p> <p>The Contractor shall provide all labor, personnel, management, supervision, administration, transportation, equipment, tools, parts, materials, supplies, and all other items required to provide services included in the Performance Work Statement.</p>				
	<p>DESIGNATION P-1, Shasta Dam Main Tour Elevator                      Location: Inside Shasta Dam, 16349 Shasta Dam Boulevard, Shasta Lake City, CA                      Manufacturer: Westinghouse S/N: 281896</p>	12	MO	\$ _____	\$ _____
	<p>DESIGNATION P-2, Shasta Dam Power Plant                      Location: Inside Shasta Dam Power Plant, 16349 Shasta Dam Boulevard, Shasta Lake City, CA                      Manufacturer: Westinghouse S/N: 23615</p>	12	MO	\$ _____	\$ _____
	<p>DESIGNATION P-3, Keswick Power Plant                      Location: Inside Shasta Dam Power Plant, 16349 Shasta Dam Boulevard, Shasta Lake City, CA                      Manufacturer: Otis S/N 25818</p>	12	MO	\$ _____	\$ _____
	<p>DESIGNATION SP-4, Spring Creek Dam                      Location: Inside Spring Creek Dam, 11757 Iron Mountain Road, Redding, CA                      Manufacturer: Dover S/N 42701</p>	12	MO	\$ _____	\$ _____

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	DESIGNATION P-6, Lower Vista House Location: Lower exit from Shasta Dam, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Capitol S/N None	2	SEMI ANNUAL	\$ _____	\$ _____
	DESIGNATION VL-7, Upper Vista House Location: Shasta Dam Visitor's Center, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Garaventa S/N 18133	2	SEMI ANNUAL	\$ _____	\$ _____
	DESIGNATION VL-8, Keswick Office Building Location: Inside Keswick Office Building, 16515 Keswick Dam Road, Redding, CA Manufacturer: Garaventa S/N 47195	2	SEMI ANNUAL	\$ _____	\$ _____
	SUBTOTAL			\$ _____	
00060	OPTION YEAR 2 – Emergency or Urgent Repairs – Time and Materials Line Item  POP: 8/15/2022 - 8/14/2023  The Contractor shall provide emergency or urgent repair outside of the requirements of routine maintenance, repair, and testing services as included in the Performance Work Statement.  Contractor shall provide a written estimate to the Contracting Officer prior to any repair work. Contractor is not authorized to incur any repair costs without prior approval from a Contracting Officer. The Contractor exceeds the stated ceiling price at their own risk.				
	STRAIGHT-TIME	1	HR		
	OVERTIME	1	HR		
<b>Item No.</b>		<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
00070	OPTION YEAR 3 – Elevator Maintenance, Repair, and Testing Services – Firm Fixed Price Line Item  POP: 8/15/2023 - 8/14/2024  The Contractor shall provide all labor,				

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	personnel, management, supervision, administration, transportation, equipment, tools, parts, materials, supplies, and all other items required to provide services included in the Performance Work Statement.				
	DESIGNATION P-1, Shasta Dam Main Tour Elevator Location: Inside Shasta Dam, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Westinghouse S/N: 281896	12	MO	\$ _____	\$ _____
	DESIGNATION P-2, Shasta Dam Power Plant Location: Inside Shasta Dam Power Plant, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Westinghouse S/N: 23615	12	MO	\$ _____	\$ _____
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	DESIGNATION VL-7, Upper Vista House Location: Shasta Dam Visitor's Center, 16349 Shasta Dam Boulevard, Shasta Lake City, CA Manufacturer: Garaventa S/N 18133	2	SEMI ANNUAL	\$ _____	\$ _____
	DESIGNATION VL-8, Keswick Office Building Location: Inside Keswick Office Building, 16515 Keswick Dam Road, Redding, CA Manufacturer: Garaventa S/N 47195	2	SEMI ANNUAL	\$ _____	\$ _____
	SUBTOTAL			\$ _____	
00080	OPTION YEAR 3 – Emergency or Urgent Repairs – Time and Materials Line Item  POP: 8/15/2023 - 8/14/2024  The Contractor shall provide emergency or urgent repair outside of the requirements of				

**NCAO ELEVATOR AND MAINTENANCE REPAIR SERVICES**

	<p>routine maintenance, repair, and testing services as included in the Performance Work Statement.</p> <p>Contractor shall provide a written estimate to the Contracting Officer prior to any repair work. Contractor is not authorized to incur any repair costs without prior approval from a Contracting Officer. The Contractor exceeds the stated ceiling price at their own risk.</p>				
	STRAIGHT-TIME	1	HR		
	OVERTIME	1	HR		
<b>Item No.</b>		<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
00090	<p>OPTION YEAR 4 – Elevator Maintenance, Repair, and Testing Services – Firm Fixed Price Line Item</p> <p>POP: 8/15/2024 - 8/14/2025</p> <p>The Contractor shall provide all labor, personnel, management, supervision, administration, transportation, equipment, tools, parts, materials, supplies, and all other items required to provide services included in the Performance Work Statement.</p>				
	<p>DESIGNATION P-1, Shasta Dam Main Tour Elevator                      Location: Inside Shasta Dam, 16349 Shasta Dam Boulevard, Shasta Lake City, CA                      Manufacturer: Westinghouse S/N: 281896</p>	12	MO	\$ _____	\$ _____
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	<p>DESIGNATION P-3, Keswick Power Plant                      Location: Inside Shasta Dam Power Plant, 16349 Shasta Dam Boulevard, Shasta Lake City, CA                      Manufacturer: Otis S/N 25818</p>	12	MO	\$ _____	\$ _____



**NCAO ELEVATOR AND MAINTENANCE REPAIR SERVICES**



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	DESIGNATION VL-8, Keswick Office Building Location: Inside Keswick Office Building, 16515 Keswick Dam Road, Redding, CA Manufacturer: Garaventa S/N 47195	2	SEMI ANNUAL	\$ _____	\$ _____
	SUBTOTAL			\$ _____	
00100	OPTION YEAR 4 – Emergency or Urgent Repairs – Time and Materials Line Item  POP: 8/15/2024 - 8/14/2025  The Contractor shall provide emergency or urgent repair outside of the requirements of routine maintenance, repair, and testing services as included in the Performance Work Statement.  Contractor shall provide a written estimate to the Contracting Officer prior to any repair work. Contractor is not authorized to incur any repair costs without prior approval from a Contracting Officer. The Contractor exceeds the stated ceiling price at their own risk.				
	STRAIGHT-TIME	1	HR		
	OVERTIME	1	HR		
	<b>GRAND TOTAL FOR FIRM-FIXED PRICE LINE ITEMS</b>			\$ _____	

CLAUSES

**ADDENDUM TO 52.212-1 - INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

This addendum replaces the standard language in provision 52.212-1 in its entirety.

The U.S. Bureau of Reclamation (BOR) Interior Region 10 located in Sacramento, CA intends to use this solicitation to award a contract with a period of performance of five years from the date of award.

Contractor shall provide the following information:

**1. Technical:** Please provide a technical proposal that contains:

- a) Preventative Maintenance Plan: Provide a detailed PM plan (no more than 20 pages) suitable for incorporation into the contract upon award to accomplish the requirements stated in the Performance Work Statement.
- b) Quality Control: Provide a QC plan (no more than 20 pages) that, at a minimum, contains the following information:
  1. Duties and responsibilities of the Quality Control Inspectors and titles and functions of other key management personnel who will be involved in quality control.
  2. An inspection system covering all the services contained in this PWS to include those listed in Performance Requirements. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis and the frequency of inspections.
  3. Methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.
  4. Description of the records to be kept to document inspections and corrective or preventive actions taken. Procedures for maintaining on-site records of all inspections.
- c) Certifications and Personnel Management:
  1. Certification that the company is a Certified Qualified Conveyance Company as required by the State of California, Division of Occupational Safety and Health (DOSH).
  2. Certification that the company is a California State Contractors Specialty License Classification.
  3. Names, qualifications, experience with similar work requirements and authority, and duties/responsibilities of individuals who will fill key positions.
  4. Resumes and/or job descriptions including experience, education, professional certifications/licenses, and responsibility for all management, supervisory, and key technical positions that will be directly involved in the operation of this contract.

d) Staffing and Scheduling:

Provide details on planned staffing and methods for scheduling all categories of work to meet requirements of the PWS. Outline of personnel utilization (full-time, part-time, temporary, and cross-utilization) which demonstrates adequate staffing to meet all requirements. Be sure to expressly indicate how multiple repairs at multiple locations at same time will be handled while meeting the timelines indicated in the PWS.

**2. Past Performance.** Provide up to five (5) past relevant projects of the same or similar scope including the location and scope of services provided under the contract. Offerors are to provide:

Agency or company and point of contact's name, email address, and phone number.

Period of Performance

Dollar value of the contract

Contract number and type

**3. Price.** The pricing arrangement will a hybrid of Firm-Fixed Price and Time and Materials. Total price calculated including options will be evaluated for reasonableness. The labor rates for Time and Materials (Regular Hours and Overtime Hours) will be evaluated by multiplying the contractor's proposed rates for each times the estimate number of hours (32 regular hours and 16 overtime hours).

(a) *Submitting your quote.* Submit your company's quote to the Contracting Officer designated in the solicitation. Quotes will be submitted to the email address stated in the Request for Quotation (RFQ).

(b) *Submission deadline.* The Contracting Officer must receive your quote by the deadline specified in RFQ. We will not consider any quote that we receive after the deadline unless we receive it before we issue a purchase order and considering it will not delay our purchase. In case of an emergency that delays our operations and makes submission or receipt of your quote impossible, we will extend the deadline by one working day.

(c) *Terms and content of your quote.* Your quote must be based on the terms of this RFQ. We may reject any quote that is not based on these terms in every respect. Your quote must contain all of the information described below.

(d) *Small Business Status.* In order to submit a quote, you must know whether your company is a small business. The small business size standard that applies to this purchase is stated in Block 10 of the SF 1449.

(e) *Issuance of task order.* Your quote should contain your best terms. The Contracting Officer may reject any or all quotes. After the evaluation of quotes, the Contracting Officer may negotiate final terms with one or more quoters of the Government's choice before issuing a purchase order. The Contracting Officer will not negotiate with any quoters other than those of the Government's choice and will not use the formal source selection procedures described in FAR Part 15. The Contracting Officer may issue a purchase order to other than the quoter with the lowest price.

(f) *System for Award Management (SAM)*. Unless exempted by the Contracting Officer, you must register in SAM before we will issue a purchase order to you. If you do not register by the date set by the Contracting Officer, the Contracting Officer might issue the order to a different quoter. Once registered, you must remain registered throughout performance until final payment. Go to [www.beta.SAM.gov](http://www.beta.SAM.gov) for information on SAM registration and annual confirmation. SAM registration is free for all users. If you are approached by a third-party requesting payment to assist you on registering in SAM, please note that they are not an official representative of SAM.

(g) *DUNS Number (Data Universal Numbering System Number)*. If you do not have a DUNS number, contact Dun and Bradstreet to obtain one. If you need assistance, you may contact Dun and Bradstreet by calling 1-844-238-8770 or via the internet at <https://www.dnb.com/duns-number/get-a-duns.html>.

(h) *Debriefing*. If a quoter requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the contract award decision shall be provided.

**END OF ADDENDUM TO 52.212-1**

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the current period of performance.

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the end of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

**52.243-1 CHANGES-FIXED PRICE ALTERNATE I (APR 1984)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(End of clause)

**52.243-3 CHANGES-TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

**DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (APRIL 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- 1) **Submit invoices in accordance with FAR 52.212-4(g).**
- 2) **Upload a copy of the invoice and all supporting documents along with the electronic IPP invoice.**

**Contractor shall upload an electronic copy of the invoice, along with any supporting documentation, to the IPP website. To assist in the payment process, contractors are encouraged to send a courtesy copy of the invoice electronically, with attention to the Contracting Officer, to the following email address: [REDACTED]**

**3) Invoices must be submitted via IPP in order to be properly processed within the payment terms set forth under this contract.**

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [REDACTED]

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

**DOI-AAAP-0050 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015)**

- a. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- b. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- c. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
- d. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.
- e. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.
  1. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
  2. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
  3. All information provided should be reviewed for accuracy prior to submission.
  4. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating No comment in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
  5. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it

has been closed.

6. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: -The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment.-

f. The following guidelines apply concerning your use of the past performance evaluation:

1. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

2. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

3. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

g. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

h. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Local Clause)

#### **WBR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting

Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Local Clause)

**WBR 1452.201-80 CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION (MAY 2018)**

(a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Inspecting and accepting or rejecting work performed under the contract.

(2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.

(3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that -

(1) Constitutes a direction of additional work outside the Contract requirements;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the



notification from the Contractor, the Contracting Officer must -

(1) Advise the Contractor in writing after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or

(2) Advise the Contractor that the Government will issue a written change order.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Local Clause)

**WBR 1452.223-82 PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE -- BUREAU OF RECLAMATION - (DEC 2009)**

(a) In performing work under this contract, the contractor shall comply with the requirements of

Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) In addition, pursuant to Federal Management Regulation (FMR) Bulletin 2009-B1, effective December 22, 2008, smoking is prohibited in courtyards and within 25 feet of doorways and air intake ducts on outdoor space under the jurisdiction, custody or control of GSA.

(End of Local Clause)

**WBR 1452.237-80 SECURITY REQUIREMENTS – BUREAU OF RECLAMATION (FEBRUARY 2017)**

(a) General Security Requirements:

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, vessel exclusion barriers, and information technology security requirements.

Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. "Work site" means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the CO. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor's employees governed by this contract may need access to sensitive information and/or sensitive areas. The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

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(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. (Note: within the Department of the Interior this card is known as a DOI Access Card.) During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the electronic background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR and DOI Access Sponsor within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to \$500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. For all non-U.S. citizens working under this contract, irrespective of length of time working on the contract, the Contractor shall provide to the COR, legible and valid copies of the individual's passport and visa (unless individual is on the Visa Waiver Program) a minimum of 14 calendar days prior to beginning work or arriving at the facility. A driver's license is not acceptable identification. In addition, a completed form I-94 shall be submitted to the COR upon the individual's arrival at the work facility and prior to beginning work.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the Contracting Officer (CO). The Contractor shall report any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other

published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

(b) Information Security Requirements.

(1) Sensitive Information. The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as FOR OFFICIAL USE ONLY (FOUO) information or CONTROLLED UNCLASSIFIED INFORMATION (CUI), but in some cases may include other unclassified information. (The protection of National Security information is beyond the scope of this clause. If any work on National Security information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation directives and standards for identifying and safeguarding sensitive information (SLE 02-01), which is available from the COR or at <http://www.usbr.gov/recman/DandS.html#sle>.

(i) Any Government-furnished information or material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration or termination of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Government-furnished information residing on any electronic systems (laptops, servers, desktops, media) shall be deleted from those systems using a COR-approved data erasure solution. Only with prior authorization from the CO may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the CO. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor, publication of technical or scientific papers, advertising, disclosure to Contractor staff not investigated and deemed acceptable at the appropriate information sensitivity level, and any other public release. The Contractor shall maintain, and furnish upon request of the CO, records of the names of individuals who have access to sensitive material in its custody. All questions regarding information security, access, and control shall be referred to the COR.

(ii) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the CO has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the

purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the CO ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the CO.

(iii) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

(2) Classified Information.

(i) The disclosure of U.S. Government documents by third parties can result in damage to our national security. While this contract may not deal directly with classified information, each contractor is obligated to protect classified information pursuant to all applicable laws and to use Government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

(ii) Unauthorized disclosures of classified documents (whether in print, on a blog, or on websites, or other electronic or non-electronic media) do not alter the documents' classified status or automatically result in declassification of the documents. To the contrary, classified information, whether or not already posted on public websites or disclosed to the media, remains classified, and must be treated as such by Federal employees and contractors, until it is declassified by an appropriate U.S. Government authority.

Executive Order 13526, Classified National Security Information (December 29, 2009), Section 1.1.(c) states, "Classified Information shall not be declassified automatically as a result of any unauthorized disclosure of identical or similar information." Although the Department has taken steps to prevent access to publicly disclosed classified materials from Departmental computers, it is important to understand our continuing duties and responsibilities in this regard.

(iii) Contractors (which include all employees of the contractor, as well as subcontractors and its employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of unclassified government information technology systems:

(iv) The contractor shall not, while using unclassified Government computers or other devices (such as phones or tablets) access documents that are marked classified (including classified documents made publicly available by a third party), as doing so risks that material still classified will be placed onto unclassified systems. This requirement does not restrict contractor access to unclassified, publicly available news reports (and other unclassified material) that may in turn discuss classified material, as distinguished from access to underlying

documents that themselves are marked classified (including if the underlying classified documents are available on public web sites or otherwise in the public domain).

(v) For contracts that require access to classified information, the contractor is responsible for obtaining the required national security clearance through the Department of the Defense National Industrial Security Program Operating Manual (NISPOM). Any classified contracts will be coordinated through the Reclamation Chief Security Officer, or for IT requirements, the Bureau Chief Information Security Officer. No contractor shall access classified information unless proper clearances have been obtained and transmitted to Reclamation. For further information, refer to 443 DM 1 or DOD NISPOM 5220.22-M dated February 28, 2006 (incorporating change 2 dated May 18, 2016).

(vi) Classified information shall not be removed from official premises.

(vii) Classified information shall not be disclosed without proper authorization.

(c) Contractor Employee Suitability and Issuance of Government Identification Cards:

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(1) Performance of this contract requires Contractor personnel to have a Federal Government-issued HSPD-12/FIPS-201-1 compliant Personal Identification Verification Card (PIV Card) before being allowed unsupervised access to a Federally-controlled facility or information system. An active PIV Card issued by another Federal Government agency will be accepted by Reclamation if the associated background investigation is sufficient for the work and access to facilities and information systems required under this contract, as determined solely by Reclamation. Physical access means routine, unescorted or unmonitored access to non-public areas of a Federally-controlled facility. Logical access means routine, unsupervised access to a Level 3 or 4 Federally controlled information system.

(2) At the Government's sole discretion, the Government may issue a temporary identification card or visitor identification badge, in lieu of a PIV Card, under one of the following conditions:

(i) The individual will only be associated with Reclamation for a period of 180 days or less, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information systems will be fully supervised. The 180 calendar day period begins on the first day of the individual's affiliation with Reclamation (in this case, the date that the individual's contract performance begins) and ends exactly 180 days later, regardless of the number of times the individual actually accesses a Government facility or information system.

(ii) The individual will only have sporadic access to Federal facilities and information systems; will not have access to sensitive information; and, any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iii) The individual will work exclusively outdoors, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iv) In paragraphs (i) through (iii), supervised access means the individual's access to, and movement within, a facility is monitored and controlled sufficiently to prevent access to any unauthorized areas, equipment, or information; and the individual's access to an information system is monitored and controlled sufficiently to ensure appropriate use of the system and information, and to prevent access to any unauthorized systems or information. Supervision must be performed by an individual with an active Government-issued PIV Card.

(3) The Contractor shall furnish to the COR an alphabetical list of contract personnel, to include subcontractors, who will require access to a Government facility or information system. The list shall provide the full name, social security number, date of birth, place of birth, purpose or job title, and the estimated duration of access. If the Contractor believes an individual should be issued a temporary identification card or visitor identification badge in lieu of a PIV Card based on the conditions in paragraph (4), then the Contractor must also submit a sufficient written justification as to why the specific individual or individuals will not need a PIV Card. The Contractor shall provide this information before the start of contract performance, or before the start of an individual's performance when there is a change or addition of personnel, with sufficient time to ensure that performance is not delayed by compliance with credentialing processes.

(4) Any contract employees that will be issued a temporary identification card or visitor identification badge, in lieu of a PIV Card, at the Government's sole discretion, will be subject to the following credentialing procedures:

[Insert any local identification card or visitor badge issuance procedures that will be used, such as those used at the Denver Federal Center or in Federal Buildings.]

(5) Any contract employees that will be issued a PIV Card will be subject to the following credentialing procedures:

(i) The Government will initiate the e-Qip electronic background investigation process, and give the Contractor instructions for completing the background investigation and PIV Card process. As part of the PIV Card process, each Contractor employee shall be required to appear in person at a Government PIV

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Enrollment Station to have personal identity verification documents verified, have a photograph taken, be fingerprinted, and to pick up and activate the PIV Card when completed. The Contractor must make its personnel available at the place and time specified by the COR in order to initiate this process.

(ii) At least two weeks before start of contract performance, the Contractor must identify all contractor and subcontractor personnel who will require (insert as appropriate physical and/or logical) access for performance of work under this contract. The Contractor must make their personnel available at the place and time specified by the COR or DOI Access Card Sponsor in order to initiate screening and background investigations. The following electronic forms, or their equivalent, shall be used to initiate the credentialing process:

(a) OPM Standard Form 85 or 85P

(b) OF 306

(c) Release to Obtain Credit Information

(d) Fingerprint Card FD-258 or electronic fingerprints (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the Contractor).

(iii) The cost of completing the above processes and submitting the above forms, including any charges for obtaining fingerprints and traveling to a Credentialing Center for card enrollment and activation, shall be borne by the Contractor. The cost of suitability and PIV-related background investigations shall be borne by Reclamation. For contracts that require a national security clearance, the cost of obtaining the national security clearance, including any associated background investigation, will be borne by the Contractor.

(iv) Contractor employees are required to complete all forms and to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the Contractor personnel being investigated in person, by telephone, or in writing, and the Contractor agrees to make them available for such contact.

(v) For each Contractor employee that will be issued a PIV Card, the Government will conduct a background investigation. The tier level of background investigation for each Contractor employee will be determined by the Government based on the risk and sensitivity levels as described in Reclamation's "Personnel Security and Suitability Directives and Standards," SLE 01-01, which is available at <http://www.usbr.gov/recman/DandS.html#sle>. At a minimum, each Contractor employee that will be issued a PIV Card will receive a Tier 1 [previously a National Agency Check with Written Inquiries (NACI)] Background Investigation. The minimum standards which will be used in suitability determinations are contained in the DOI Departmental Manual Part 441, Chapter 5, which is available at <http://elips.doi.gov/ELIPS/DocView.aspx?id=3858>.

(vi) Each Contractor employee in a position designated as higher than Low Risk Non-Sensitive shall be reinvestigated on a periodic basis as described in Reclamation's Personnel Security and Suitability Directives and Standards. A reinvestigation may also be initiated when the Contractor or the Government believes that a particular individual's continued ability to meet the contract's minimum standards is in question; or if it is determined that the position has changed and a higher level investigation is warranted.

(vii) If a Contractor employee has worked under a Federal agency contract within the past two years, and that contract required a successfully-adjudicated background investigation at the same risk level as (or higher than) this contract, further investigation may not be necessary. The Contractor shall provide the COR with documentation that supports the individual's previous contract work and any information, including name and social security number, date of birth, and place of birth, needed for Government verification of previous background investigation.

(viii) Contractor employees who have been successfully adjudicated will be issued DOI Access Cards,

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which must be activated at a USAccess Credentialing Center.

(ix) If the final adjudication is unfavorable on a Contractor employee, or if Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring. In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government shall have the right of final determination. Determinations under this requirement are subject to the Disputes Clause. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(x) Reclamation will not allow a Contractor employee access to their investigation files. An individual may request, under the provisions of the Privacy Act and/or Freedom of Information Act, copies of their files from the investigative agency (Office of Personnel Management). Reclamation will not release a copy of any investigative file, in whole or part, to the Contractor or any Contractor representative.

(xi) During performance of the contract, the Contractor must keep the COR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the COR and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it must be coordinated through the COR.

(xii) At the end of the contract performance, or when a contractor employee is no longer working under this contract, the Contractor must ensure that all identification cards are returned to the COR.

(End of local clause)

### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1994)

52.244-2 SUBCONTRACTS (OCT 2010)

52.246-6 INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

End of 52.252-2

## **PERFORMANCE WORK STATEMENT**

## NCAO ELEVATOR AND MAINTENANCE REPAIR SERVICES

### 1.1 OBJECTIVE

The objective of this contract is to acquire contractor services for maintenance and service of seven vertical lifts for the Bureau of Reclamation's (BOR) [REDACTED]

### 1.2 BACKGROUND

The NCAO operates and maintains numerous dams and powerplants along with an office building and visitors center which also has office spaces. Many of these facilities have elevators requiring routine maintenance and service along with periodic inspection and testing.

The need is to have an elevator mechanic available to perform routine maintenance and service in addition to minor repairs and be available for assistance in larger repairs, service and testing. The contract also requires that the mechanic be available on short notice to free anyone captured by the elevator should there be a malfunction.

### 2.0 REFERENCES

Compliance with the requirements contained in the following list of documents is required in the performance of this contract:

Number	Title and Edition	Date	Source
1	Facilities, Instructions, Standards, and Techniques Volume 2-10: Maintenance, Inspection, and Testing of Electric and Hydraulic Elevators	October 2004	United States Bureau of Reclamation
2	ASME A17.1 – Safety Code for Elevators and Escalators	2016	The American Society of Mechanical Engineers
3	ASME A17.2 – Guide for Inspection of Elevators, Escalators, and Moving Walks.	2017	The American Society of Mechanical Engineers
4	ASME A17.3 – Safety Code for Existing elevators and Escalators	2017	The American Society of Mechanical Engineers
5	ASME A17.4 – Guide for Evacuation of Passengers from Elevators	2015	The American Society of Mechanical Engineers
6	ASME A17.1 Handbook	2016	The American Society of



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			Mechanical Engineers
7	ASME A17.1 Interpretations	2016	The American Society of Mechanical Engineers
8	ASME QEI-1	2018	The American Society of Mechanical Engineers

**3.0 CERTIFICATIONS, LICENSES, PERSONNEL AND CONTRACTOR WORK RECEPTION**

**3.1 Contractor Certificates, Licenses, and Experience**

(1) The Contractor shall be in current status for the duration of this contract as a Certified Qualified Conveyance Company as required by the State of California, Division of Occupational Safety and Health (DOSH).

(2) The Contractor shall possess, in current status for the duration of this contract, a California State Contractors Specialty License Classification, 11-Elevator Contractor.

**3.2 Workforce**

(1) The Contractor shall maintain sufficient personnel, possessing the skills, knowledge, and training, to complete all of the scheduled and unscheduled work within the time and quality standards specified by the contract and the and the Contracting Officer. The Contractor’s organization shall include the necessary support and administrative personnel such as; clerical support, buyers, file clerks, logistics specialists, etc.; to ensure that the maintenance and repair activities are carried out in a timely and efficient manner.

(2) A Certified Competent Conveyance Mechanic, certified by the state of California, DOSH and in current status, shall perform, or personally supervise, the routing and periodic maintenance, repair, and shall respond to all “call back” requests. The conveyance mechanic shall be the Contractor’s primary point of contact with the Government for routine and periodic inspections and maintenance scheduling.

(3) The Contractor shall assign additional elevator personnel to the buildings as required by the work volume to accomplish all preventative maintenance, repairs, service calls and all other contract requirements within the COR approved time frames.

(4) Any change or addition in personnel after the start of the contract shall require the submittal of certification for any certified competent conveyance mechanic and shall be provided to the COR at least five (5) calendar days prior to them starting any work on any elevator. Contractor may assume that certification proof is acceptable unless the COR or other government official advises that the certificate is not acceptable.

(5) All contractor personnel employed on-site shall be able to read, write, speak and understand English.

**3.3 Personnel Management**

(1) The Contractor shall maintain satisfactory standards of employee competency

conduct, and appearance; and promptly investigate complaints of poor performance.

(2) The Contractor shall remove immediately from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of safety and security.

(3) As a minimum, all Contractor/Sub-Contractor's employees shall be clothed in a work shirt, pants, and shoes; and present a neat, clean, well-groomed appearance. Tank tops and shorts are unacceptable attire. A distinctive nameplate, emblem, or patch with company and individual name shall be attached to a prominent place on an outer garment. This identification is not a substitute for any government required passes or badges.

### 3.4 Work and Quality Control

The primary source of work input shall be the maintenance schedules. Work may also be generated by service calls during breakdown and emergency conditions and by Contractor generated repair requirements. The contractor shall implement all necessary work and quality control procedures to ensure timely and acceptable accomplishment of all work requirements, as well as to permit tracking of work in progress. The Contractor shall adequately plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified response time limits and in conformance with the quality standards established in this contract. Written or verbal scheduling and reports on the status of any work item shall be provided when requested by the Government Representatives.

### 3.5 Least Interference with Government Business

The Contractor shall schedule and arrange work so as to cause the least interference with the normal Government business and mission. In those cases where some interference may be unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference. This includes but is not limited to excessively loud equipment and products with strong odors. In some cases there can be no interference with the normal Government business and mission and work will have to be performed during the after-hours working hours.

### 3.6 Contractor's Work Reception

(1) The Contractor shall, on the first day of work, provide and thereafter maintain telephone number(s) to enable the Government Representative to contact the Contractor 24 hours a day, 7 days a week, including holidays during the contract period

(a) The Contractor or the representative, having authority to speak and act for the Contractor, (Responsible Managing Employee (RME)) shall be available at that telephone number during and after regular working hours and be ready to provide the required services specified by the contract.

(b) The use of telephone answering and recording devices, or pagers are an acceptable means to satisfy this requirement, provided that the Contractor or the RME consistently checks the messages and returns the call within thirty (30) minutes of having been called by the Government representative.

### 3.7 Licenses and Permits

The Contractor shall obtain all necessary licenses and/or permits required to perform all work under the contract.

## 4.0 ACCESS TO BUILDINGS

4.1 Access to Buildings

It is the Contractor's responsibility, through the COR, to obtain access to the buildings to be serviced under this contract.

4.2 Security of the Building

It shall be the Contractor's responsibility that arrangements are made for security of the building(s) or room(s) at the end of each work session.

4.3 Escorts

It shall be the Contractor's responsibility to assure that there is adequate communication with the COR to assure there will be an escort available any time the Contractor is performing work under this contract.

4.4 Security

The contractor shall comply with all NCAO security requirements per direction of the COR. This will include providing government issued identification documentation to the security forces charged with protecting the facilities. The Contractor's workers will then be issued visitor's badges to identify them as legitimate personnel to be on site. The Contractor's employees shall return the badges to the appropriate security station prior to departing following completion of the work.

5.0 TASKS

The Contractor shall perform the following tasks:

5.1 Safety and Code Compliance

The Contractor shall ensure that the elevator and equipment is maintained in a safe and operative condition in compliance with the requirements of the latest edition of the Facilities, Instructions, Standards, and Techniques (FIST) Volume 2-10 and the American National Standards Institute (ANSI) Safety Code for Elevators and Escalators, A17.1, its appendix and associated documents and all other applicable laws, regulations, rules, ordinances, codes, etc.

5.2 Maintenance, Inspection, and Testing

5.2.1 Facility Listing

- P-1 Shasta Dam Main Tour Elevator:  
Manufacturer: Westinghouse S/N 281896  
Type: Electric  
Location: Inside Shasta Dam, 16349 Shasta Dam Boulevard, Shasta Lake City, CA  
Year Installed: 1949, alterations in 1996  
Service: Passenger  
Stops: 12
- P-2 Shasta Dam Power Plant:  
Manufacturer: Westinghouse S/N 23615

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Type: Electric  
Location: Inside Shasta Dam Power Plant, 16349 Shasta Dam Boulevard,  
Shasta Lake City, CA  
Year Installed: 1949, alterations in 1996  
Service: Passenger  
Stops: 7

- P-3 Keswick Power Plant:  
Manufacturer: Otis S/N 25818  
Type: Electric  
Location: Inside Keswick Power Plant, 16515 Keswick Dam Road,  
Redding, CA  
Year Installed: 1948, alterations in 1983 and 2003  
Service: Passenger  
Stops: 6
- SP-4 Spring Creek Dam:  
Manufacturer: Dover S/N 42701  
Type: Electric  
Location: Inside Spring Creek Dam, 11757 Iron Mountain Road,  
Redding, CA  
Year Installed: 1963  
Service: Passenger  
Stops: 2
- P-6 Lower Vista House:  
Manufacturer: Capitol S/N None  
Type: Hydraulic, Hole less  
Location: Lower exit from Shasta Dam, 16349 Shasta Dam Boulevard,  
Shasta Lake City, CA  
Year Installed: 1998  
Service: Passenger  
Stops: 2
- VL-7 Upper Vista House  
Manufacturer: Garaventa S/N 18133  
Type: Electric, Hydraulic Chain, Handicapped Lift  
Location: Shasta Dam Visitor's Center, 16349 Shasta Dam Boulevard,  
Shasta Lake City, CA  
Year Installed: 2001  
Service: Passenger, Handicapped  
Stops: 2
- VL-8 Keswick Office Building  
Manufacturer: Garaventa S/N 47195  
Type: Electric, Hydraulic Chain, Handicapped Lift  
Location: Inside Keswick Office Building, 16515 Keswick Dam Road,

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Redding, CA  
Year Installed: 2010  
Service: Passenger, Handicapped  
Stops: 2

### 5.2.3 Maintenance Frequency and Description

Facilities P-1, P-2, P-3 and SP-4:

Monthly Maintenance:

- Clean machine room, check car stopping, check door operation, clean and inspect car top, clean and inspect pit, check hoist machine and motor, verify communication, check brake and stop switch.

Annual Maintenance:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs and emergency car lighting.
- Hoist way door interlocks and hangers, bottom door guides and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies and compensating sheave assemblies.
- Pumps, pump motors operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders and hydraulic fluid tanks.
- Communication devices, voice, alarm, and fire protection.

Facility P-6:

Semi-Annual Maintenance: Clean and inspect machine room, check leveling and door equipment, clean and inspect car tops, and pits, inspect jack and packing, check push buttons,

emergency signaling devices.

Facilities VL-7 and VL-8:

Semi-Annual Maintenance: Clean and inspect, check machine brake, controller, leveling switches, safety devices and hall and car stations.

### 5.3 Availability of Replacement Parts

5.3.1 Replacement Parts at Site: the following replacements are to be stocked on each job or be available in-service van or truck for each type of elevator covered by these specifications.

- A. Relays, minimum of one for each type relay or contactor used.
- B. Contacts, minimum of three of each type used.
- C. Motor brushes, minimum of one set of each type used.
- D. Supply of lubricants for each requirement.
- E. Supply of fuses.
- F. Interlock rollers and contracts; minimum of two of each type.
- G. Car door hanger rollers; minimum of two of each type.
- H. Car and hoist way door gibs; minimum of one set of each type.
- I. Door operator belts, chains, brushes, bushings and bearings.
- J. Landing switches; minimum of one of each type.
- K. Signal fixture lamps; minimum of five of each type.
- L. Brake contact; minimum of one of each type.
- M. All computer processor boards, ie. selector, door operator etc.
- N. Normal renewal parts peculiar to equipment covered by this specification such as selector tape guides, key switch and push button assemblies, power supplies and controller fans.

5.3.2. Replacement Parts – 48 Hour Availability. The following parts shall be available within 48 hours:

- A. Guide shoe gibs for car and counterweight.
- B. Complete car door detector assemblies.
- C. Transformers and rectifiers for all controller power supplies.
- D. Door operator motor.
- E. Door operator gear reduction units of each type used.
- F. Gearless machine brake shoes, brake coil, brake switches and emergency brake.

### 6.0 Period of Performance

The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows:

Base Year	8/15/2020 to 8/14/2021
Option Year I	8/15/2021 to 8/14/2022
Option Year II	8/15/2022 to 8/14/2023
Option Year III	8/15/2023 to 8/14/2024
Option Year IV	8/15/2024 to 8/14/2025



## 7.0 Hours of Operation

### 7.1 Normal operations

For normal operation that needs to occur on-site the contractor is responsible for conducting business, between the hours of 7:00 am to 4:00pm Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

#### 7.1.1 Recognized Holidays

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### 7.2 Emergency Work: Trouble and Entrapment Calls

#### 7.2.1 Entrapment

When the on elevator is reported stuck and passengers are entrapped, between normal business hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, except if the day lands on a Federal Holiday, the contractor service technician is required to arrive to the reported site within 2 (two) hours of the initial notification. For all other times, Contractor must be able to respond to emergencies by having a service person on-site within 3 (three) hours for a stuck and occupied elevator.

#### 7.2.2 Shut Down

In the event an elevator is reported shut down without trapped passengers, Contractor's service person shall arrive to the site within twenty-four hours of notification.

#### 7.2.3 Call-Back, Trouble or Entrapment Calls

All work of a call-back nature or trouble and entrapment calls shall be treated as an emergency and work commenced shall be carried through to completion without delay. Provide 24-hour emergency call-back service for all equipment maintained hereunder. Emergency call-back service shall consist of prompt response to requests from the Bureau Representatives for emergency service on any day of the week, at any hour of the day or night. An emergency call-back is defined as any necessity for maintenance, minor repair and/or adjustment of equipment between regular service calls to restore normal equipment operation. Failure to furnish emergency call-back service within the allotted time of notification of need will result in forfeiture of the monthly payment for the given elevator. Cost for emergency service described herein shall be included in the monthly rate of the contract.

#### 7.2.4 Back-up Mechanic

Contractor shall have a back-up mechanic on stand-by 24-hours per day, 7 days per week to respond to emergency call backs or necessary after-hours repairs, in the minimum time frames as specified.

#### 7.3 Five Year Load Testing

The contractor shall perform the required 5-year load testing of all elevators.

The next scheduled 5-year load test is expected to occur in June 2023. The COR shall notify the contractor at least 14 working days prior to schedule the testing.

#### 7.4 Inspections

The contractor shall be available for assistance with the semi-annual and annual third-party inspection of all elevators. Past inspection sequences have taken approximately one day. The cost associated with this service shall be included in the price of normal monthly maintenance and service.

The inspections/tests will be scheduled by the COR to meet the required testing time tables. The COR shall notify the contractor at least 14 working days prior to the schedule testing. In conjunction with the five-year test inspection, the appropriate semi-annual or annual test inspection shall also be performed.

#### (a) Proposed Schedule:

- (1) Semi Annual Inspections – November
- (2) Annual Inspections – May
- (3) Five Year Inspection – November 2022

#### 8.0 Performance Assessment Plan

8.1 Monitoring Performance. During the evaluation period, the COR will track Contractor performance. Interim (mid-term) evaluations may be provided to identify strengths and weaknesses in the Contractor's performance during the period being evaluated. At the end of the period, the COR will assess the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP) and report to the Contracting Officer.

8.2 Contractor Self-Assessment. Following each evaluation period, the Contractor may provide a written self-assessment of its performance to the COR to be considered in its report to the Contracting Officer. The self-assessment shall be submitted not later than 5 working days after the end of each evaluation period. The self-evaluation shall not exceed 1 page per PRS element. The self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The self-assessment itself will NOT be the basis for the Disincentives determination.

8.3 COR Recommendation. The COR will consider all evaluations and any other pertinent information, including Contractor self-assessment, and will prepare a report to the Contracting



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Officer with findings and recommendations. The Contractor will be provided a copy of the draft findings and recommendations of the COR and will be afforded the opportunity to identify factual errors. The COR's draft recommendation is not subject to negotiation and the COR will not engage in discussions with the Contractor. Any errors identified by the Contractor will be addressed by the COR in its final report. The Contractor will be provided a copy of the final COR report at the same time the report is submitted to the Contracting Officer.

8.4 Payment Determination. The Contracting Officer may meet with the COR to discuss the COR's report. The Contracting Officer will make a final determination in writing as to the percentage of work successfully completed, and the resulting payment to be made. A copy of the determination will be provided to the Contractor no later than 45 calendar days after the end of the period being evaluated. All Contracting Officer decisions regarding Disincentives are unilateral decisions made solely at the discretion of the Government.

8.5 Deduction. Notwithstanding any other clause of this contract, payment deduction will be made within the later of 60 days after the end of the evaluation period or 30 days after receipt of an approved invoice.

8.6 The Quality Assurance Surveillance Plan is one evaluation method the government uses to perform surveillance to determine whether the Contractor meets the standards of performance as defined in the PWS. The absence of a QASP for any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract in determining the quality of the Contractor performance.

**QUALITY ASSURANCE SURVEILLANCE PLAN**

Performance Requirement Summary	Acceptable Quality Levels	Method of Surveillance
Perform Monthly Maintenance	100%	100% Direct Surveillance
Respond to Emergencies in time	100%	Direct Surveillance
Effect Repairs	100%	Direct Surveillance

**END OF PERFORMANCE WORK STATEMENT**

**PROVISIONS**

**52.212-2 EVALUATION - COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical
2. Past Performance
3. Price

**EVALUATION CRITERIA**

**Factor 1 – Technical**

The technical approach proposed by the offeror is sound, feasible, and likely to be performed in a timely manner. The technical approach shows an understanding of the requirement for each task as described in the Performance Work Statement.

**Factor 2 – Past Performance**

Past performance will be evaluated in accordance with FAR 13.106-2(b)(3). The past performance evaluation does not require the creation or existence of a formal data base; and may be based on one or more of the following:

- (1) The contracting officer's knowledge of and previous experience with the supply or service being acquired.
- (2) The Governmentwide Past Performance Information Retrieval System (PPIRS) at [ww.ppirs.gov](http://www.ppirs.gov).
- (3) Any other reasonable basis.

**Factor 3 – Price**

The contractor shall provide pricing in accordance with the price schedule. In evaluating the contractor's price, the Government's determination will include whether the price reflects a clear understanding of the requirements, is consistent with the information provided in the contractor's quote and is reasonable in comparison with other quotes that have been submitted in response to the solicitation.

(End of provision)

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a hybrid Firm Fixed Price and Time and Materials task order resulting from this solicitation.

(End of provision)

**52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-COMMERCIAL ITEM ACQUISITION (FEB 2007)**

(a)The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b)The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by-

- (1)The offeror;
- (2)Subcontractors; and/or
- (3)Divisions, subsidiaries, or affiliates of the offeror under a common control.

(End of provision)

**52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

**WBR 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION--DEPARTMENT OF THE INTERIOR (APR 1984)**

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) 'Trade Secret' means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) 'Confidential commercial or financial information' means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers 'commercial and financial information obtained from a person and privileged or confidential,' and exemption (9), which covers 'geological and geophysical information, including maps, concerning wells.'

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend: 'The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.'

c The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

'This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.'

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity

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to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End Provision)

**WBR 1452.225-82 NOTICE OF WORLD TRADE ORGANIZATION GOVERNMENT  
PROCUREMENT AGREEMENT EVALUATIONS--BUREAU OF RECLAMATION (MAY 2005)**

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, FAR Subpart 25.4, World Trade Organization Government Procurement Agreement, applies to Bureau of Reclamation acquisitions. In order to apply trade agreements unique to Reclamation, the contracting officer will (irrespective of any other provision or clause of this solicitation) evaluate acquisitions at or above the dollar thresholds listed in FAR 25.402(b) without regard to the restrictions of the Buy American Act.

(End of Provision)